

**Memorandum of Understanding
by and between the
Los Angeles County Metropolitan Transportation Authority
and the
Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028**

This Memorandum of Understanding (the “Metro MOU”) is entered into effective March 31, 2026, by and between

The Los Angeles County Metropolitan Transportation Authority, a California joint powers authority, formed under Section 130051.10 of the California *Public Utilities Code*, with its registered office at One Gateway Plaza, Los Angeles, CA 90012 (“Metro”) and

The Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028, a California nonprofit public benefit corporation [California Secretary of State Control ID 370549], with its principal place of business at USC Tower, 1150 South Olive Street, Suite 700, Los Angeles, CA 90015 (“LA28”)

for transportation services and programs, as well as projects that are directly related and supportive, among other ancillary matters, of the 2028 Olympic and Paralympic Games hosted in the City of Los Angeles and surrounding region (the “Games” or “2028 Games”), as further set forth herein.

NOW, THEREFORE, in consideration of the benefits to be derived by each Party, and of the promises contained herein, the Parties agree as follows:

1.0 [RESERVED]

2.0 KEY DEFINITIONS

The terms and phrases in this Section 2.0, in quotes and with initial letter(s) capitalized, shall have the defined meaning, as set forth below, whenever used in this Metro MOU. This Section 2.0 is intended to include key definitions but is not an exhaustive list of definitions. Additional terms may be defined throughout when designated using the name initial-capitalization nomenclature.

2.1 "Games Agreement": The agreement by and between LA City and LA28 effective as of December 28, 2021, Los Angeles City Contract No. C-139679

2.2 "Games Enhanced Transit System" or "GETS": A supplemental bus system that will be used to transport Spectators and Workforce between Games venue sites and satellite locations in the Southern California region, to include park and rides, buses to existing transit stations, and supporting bus facilities.

2.3 "Games Mobility Executives" or "GME": Consistent with the Games Agreement, at Section 6.8.1 – Mobility Transportation Plan, the GME is comprised of LA City Mayor’s Office of Major Events, the LA City Department of Transportation (LADOT), Metro, the Southern

California Regional Rail Authority (SCRRA, or “Metrolink”), the State of California Department of Transportation (Caltrans), and the Southern California Association of Governments (SCAG).

2.4 “Games Operations Center”: Coordination and command center to facilitate providing centralized information, coordination, reporting and decision-making.

2.5 “Games Route Network”: A network of lanes on freeways and arterial roads that will have restricted access by Games-related vehicles only (potentially including the GETS vehicles and regular transit vehicles) to support consistent travel times between Games locations.

2.6 “GME Priority Projects”: List of projects/workstreams selected by the GME for funding advocacy because they either serve a specific and critical Games delivery need (*e.g.*, GETS, Games Route Network) or are beneficial and supportive of the transport strategy for the Games (*e.g.*, a network of bus-only lanes).

2.7 "Host City Contract" or "HCC": The agreement entered into on or around September 29, 2017, by and amongst the IOC, LA City, and the United States Olympic and Paralympic Committee (USOPC) for the 2028 Games. LA28 later became a party to the HCC through a joinder agreement executed in November 2018, LA City contract no. C-130124.

2.8 "IOC": Per the Olympic Charter, the International Olympic Committee is the supreme authority of and leads the Olympic movement and games, which are its exclusive property. The IOC is the international, non-governmental, sports governing body of the Olympic Games, with its headquarters at Maison Olympic, CP 356, 1007 Lausanne, Switzerland.
<https://www.olympics.com/ioc>

2.9 "LA City": The City of Los Angeles, a municipal corporation, and party to the Games Agreement and the Host City Contract.

2.10 “Metro Baseline Services”: The level and range of Metro public transportation services customarily provided by Metro were the 2028 Games not occurring. To define the mutually agreed Service Delivery Scenario, the Metro Baseline Services shall not substantially or significantly deviate from Metro’s operational services (including routes, frequency, and types of services) that will be in effect on July 1, 2028. As between Metro and LA28, all costs associated with establishing and maintaining Metro Baseline Services shall be the sole responsibility of Metro.

2.11 Metro Enhanced Services: The level and range of mutually agreed-upon Metro public transportation services to be provided by Metro beyond Metro Baseline Services, whether in scope or type, as set forth in *EXHIBIT A – Metro Statement of Work*.

2.12 "Mobility and Transportation Plan": Consistent with the Games Agreement, at Section 6.8.1 – Mobility Transportation Plan, the plan to be established by LA28 for the 2028 Games, which shall include, among other things, detail on the “Games Route Network”, state and federal coordination, mobility hubs and depots, demand management, community engagement, communications planning, collaboration opportunities with Olympic marketing partners, and other related matters.

2.13 "National Special Security Event" or "NSSE": A designation granted to the 2028 Games by the Department of Homeland Security. The United States Secret Service (USSS), in collaboration with the Federal Emergency Management Agency (FEMA) and the Federal Bureau of Investigation (FBI), all of which will provide direction to the development of the operational security plans and the counterterrorism overlay for the Games. Other Federal agencies will assume roles consistent with their authority under federal law.

2.14 "NSSE Executive Steering Committee" or "NSSE ESC": Consists of USSS, FEMA, FBI, City of Los Angeles Police Department (LAPD), County of Los Angeles Sheriff's Department (LASD), and State of California Highway Patrol (CHP). Transportation is among twenty other NSSE Sub-Committees focusing on specific lines of effort which have been scoped into the NSSE. Each Sub-Committee is managed by its respective co-chairs reporting through the NSSE ESC. Metro is identified as one of the co-chairs of the NSSE Transportation Sub-Committee. Notwithstanding any other provision herein, all Metro costs and financial obligations from decisions and directives made by the NSSE ESC and/or the NSSE Sub-Committees shall be borne and defrayed exclusively through public grant mechanisms and appropriations.

2.15 "Olympic Family Stakeholders": means the National Olympic Committee (NOC) Delegations (athletes, coaches, trainers, etc.), International Federations (technical officials, etc.), Accredited Broadcast, Accredited Press, Accredited Olympic Family (International Olympic Committee [IOC] Members, Dignitaries, etc.), Accredited Marketing Partners (MPs) and MP Workforce.

2.16 "Paralympic Closed System": A fleet of vehicles with an increased capacity for wheelchair users to accommodate Paralympic Family stakeholders with accessibility needs, including but not limited to the Paralympic Athlete Bus System.

2.17 "Paralympic Family Stakeholders": means the National Paralympic Committee (NPC) Delegations (athletes, coaches, trainers, etc.), International Federations (technical officials, etc.), Accredited Broadcast, Accredited Press, Accredited Paralympic Family, Accredited MPs and MP Workforce.

2.18 "Parties" and "Party": Metro and LA28 are referred to collectively as the Parties and individually without differentiation as a Party.

2.19 "Service Delivery Scenarios": The Service Delivery Scenarios shall delineate the planned services Metro will provide to support the 2028 Games. The Service Delivery Scenario will be the foundation for Metro's planned scope of work, to be agreed-upon by the Parties in Exhibit A to this Metro MOU. Metro's scope of work shall be more clearly defined and directly tied to federal, state, and other public funding secured for these services. The Service Delivery Scenarios will include Metro's cost estimates and planned operation costs for all aspects of the jointly agreed-upon services. This shall include specifics on Metro's service delivery and set deadlines for decisions or actions related to securing available funding for the Parties' agreed-upon needs. The Service Delivery Scenarios shall consider any adjustments to competition schedules LA28 may elect to make in its sole discretion to accommodate the Parties' jointly agreed-upon service requirements.

2.20 “Spectators”: Persons with valid tickets for admission to Games event(s).

2.21 "Spectator App": An official LA28 software application that runs natively on iOS and Android mobile devices, that is distributed through the official Apple and Google App Stores, and that would be used by fans before and during the games to plan their in-person Olympic and Paralympic experiences, including but not limited to ticketing, transportation, accommodation, wayfinding and other functionality specific to in-person activities at the 2028 Games.

2.21 "Third-Party Transportation Services": Transportation services, other than those operated by Metro, by any entity cooperating to support the provision of the GETS or LA28.

2.22 “Workforce”: Any LA28 employees, contingent workers, volunteers, and contractors, including management and operations staff, personnel and other service providers.

3.0 FUNDS AND APPROPRIATION

3.1 Notwithstanding any provision of this Metro MOU to the contrary, whether expressly or by implication, the Parties acknowledge and agree to each of the following:

3.1.1 Metro shall not be obligated for performance of Metro Baseline Services during any of Metro's future fiscal years unless and until Metro’s Board of Directors appropriates funds for the subject programs or services in Metro’s Budget for each such future fiscal year. In the event or to the extent that funds are not appropriated for such programs or services, then Baseline Services under this Contract shall terminate commensurately as of June 30 of the last fiscal year for which funds were appropriated. Metro shall notify LA28 in writing of any such non-allocation of funds at the earliest possible date.

3.1.2 Metro Enhanced Services will be funded, if at all, from supplemental grants and awards and/or any cost savings derived from regulatory relief that Metro receives, and/or other new value to Metro pursuant to this Metro MOU (collectively, “New Consideration”). Notwithstanding any other provision of this Metro MOU to the contrary, whether expressly or by implication, Metro shall not be obligated for any Metro Enhanced Services, in full or in part, unless and until sufficient New Consideration is designated, dedicated or committed to Metro. Without limiting the foregoing, to whatever extent that there is insufficient New Consideration to fully support Metro Enhanced Services, the Parties shall collaborate in good faith to mutually agree upon potential service adjustments to preserve performance of Metro Enhanced Services and to the maximum extent commercially reasonable Metro shall perform a pro rata portion of the Metro Enhanced Services commensurate with the actual New Consideration.

4.0 RELATIONSHIP OF THE PARTIES

4.1 The Parties are and shall remain at all times, as to each other, wholly independent entities. Without limiting the foregoing:

4.1.1 No authority or power exists for any Party to incur any debt, obligation, or liability on behalf of the other Party except to the extent, if any, as is expressly granted in this Metro MOU.

4.1.2 No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be the partner, agent, employee, or officer of another Party.

4.2 The Parties, and each of them, hereby disclaim any use of "partner" or "partnership" in this Metro MOU, the Games Agreement, or the Host City Contract, as a reference to an existing or intended legal relationship between the Parties. Instead, the terms are used merely colloquially or in the parlance of common sales and marketing jargon to mean cooperative participation or participants, not as terms of art with legal meaning nor establishing a legal relationship of partnership per, inter alia, California *Corporations Code* 16100, et seq. or otherwise.

4.3 Similarly, the use of "collaborative" in this Metro MOU (whether in adjective, verb, or noun form) is not intended to, and does not, relieve or otherwise excuse LA28 from its obligations for the 2028 Games.

5.0 METRO & LA28 COLLABORATIVE RESPONSIBILITIES

5.1 Parties will continue to coordinate in the development of GME Priority Projects, including the Parties mutually sharing relevant information regarding factors that impact public transit demands and needs, including but not limited to, Games schedule, anticipated volume of ticket sales, park and ride locations, and venue locations. For avoidance of doubt, each Party shall retain sole discretion over the information it chooses to exchange, but the Parties acknowledge that they will engage in good faith discussions and exchanges.

5.2 Parties to agree upon a Service Delivery Scenario based upon available funding, considering elements to be agreed between the Parties that may include, but are not limited to, operational costs, safety and emergency planning, volume of Spectators and Workforce. Metro will not be expected to fund projects, programs, or delivery of services specific to the 2028 Games outside the funded Service Delivery Scenario. For avoidance of doubt, Metro shall continue to be solely responsible for delivering Metro Baseline Services during the period in which the Games occur.

5.2.1 Parties acknowledge and agree that compensation to Metro for services under the Services Delivery Scenario, e.g., governmental grants, or any other public funding source, shall be limited to funding for services provided at levels above Metro Baseline Services. Any funding received by Metro for services under the Services Delivery Scenario shall not be used to supplement or otherwise supplant Metro Baseline Services.

5.2.2 The GETS shall be the initial delivery service prioritized under the Service Delivery Scenario.

5.3 Develop joint advocacy principles for Metro and LA28 to engage in coordinated advocacy for delivery of required Games-specific projects not covered by existing funding sources.

5.4 Parties to develop joint principles around the governance of Third-Party Transportation Services by June 30, 2026.

5.5 Parties to work together in good faith to support the transportation-specific volunteer recruitment efforts of each respective Party for services and programs under this Metro MOU.

5.6 Parties to jointly define Games-specific testing and readiness principles for the GETS and Paralympic Closed System by [DATE TO BE DETERMINED].

5.7 Parties to consult on transportation-specific Road Event Principles that relate to, and impact, the GETS.

6.0 METRO RESPONSIBILITIES

6.1 Metro is the lead public agency to receive, administer, and manage public funding for Metro-led GME Priority Projects, specified in the MOU, in coordination with the applicable funding agencies.

6.1.1 Upon the appropriation or allocation to Metro of any public funding for Games-related transportation projects, and subject to any applicable law and regulation, Metro will consult LA28 and GME agencies prior to determining the order, amount, and means of disbursement of such funds to GME agencies.

6.2 Metro to continue undertaking transportation studies to assess needs, capacity, and increased demands the Games will pose as needed, and will make such studies available to LA28.

6.3 Metro to develop the GETS, as follows:

6.3.1 The GETS service plan will identify scenarios for increased service, starting with the existing LA County Metropolitan Transportation Authority (LACMTA) regional transit network. Service levels may include an increase in the level of service on Metro's existing bus/rail transit system, coordination with other municipal transit operators, and/or the provision of a supplemental fleet of buses, bus operators, and related staff and supporting facilities.

6.3.2 Metro to implement and manage the GETS, including contracting, securing, and arranging for delivery of all buses, transit operators, related staff, and supporting facilities needed for the GETS, including passenger staging, boarding, and loading/alighting facilities within the public right-of-way.

6.3.3 Metro to serve as the lead coordinator with other public transportation agencies and operators within the agreed-upon geographic limits of the GETS.

6.3.4 Metro to lead the planning of routes, schedules, number and type of buses required, and staffing for operations and maintenance of the GETS.

6.3.5 Metro to identify and provide cost estimates to provide maintenance facilities and related staff for GETS buses, including the cost of establishing a contingency fleet. Metro will manage or contract for the operation of maintenance facilities and staff.

6.3.6 Metro to identify and provide cost estimates to deliver training for all transit operators and related staff for GETS. Metro will deliver or contract the training for transit operators and related staff for GETS. In addition, Metro will collaborate with LA28 and the NSSE ESC on security training and exercises as it relates to securing the GETS. All costs and financial obligations from decisions and directives made by the NSSE ESC with respect to such security training and exercises shall be borne and defrayed exclusively through public grant mechanisms and appropriations.

6.3.7 Metro to ensure operations of the GETS to provide safe and efficient transportation, including responsibility for any Metro security obligations included in the security strategy created by the NSSE ESC and/or other relevant local, state, or federal public safety entities as expressly agreed to by Metro. All costs and financial obligations from decisions and directives made by the NSSE ESC and/or other relevant local, state, or federal public safety entities with respect to such security strategy shall be borne and defrayed exclusively through public grant mechanisms and appropriations.

6.3.8 Metro to secure all necessary permits related to GETS.

6.4 Metro to identify and provide cost estimates to secure GETS “Temporary Mobility Hubs” as parking and staging areas taking into consideration LA28 Games Schedule and GETS operational plans.

6.5 Metro shall consult with SCAG, LA28, and other GME partners to develop and implement transportation demand management (“TDM”) strategies.

6.6 Metro to provide and operate a specified number of transit vehicles to LA28 with the capacity for wheelchair users for the Paralympic Closed System. Costs and payment methods to be included in the Service Delivery Scenario development.

6.7 Subject to other public funding sources (*e.g.*, government grants) for those portions of the Metro Enhanced Services that include the GETS, Metro is responsible for delivery of the mutually agreed-upon Service Delivery Scenario.

6.8 Pursuant to Exhibit A, Metro to take appropriate measures to accommodate Games time ridership needs including, but not limited to, extended operating hours and an increase in service frequency.

6.9 Metro to allow Games Spectators and accredited Workforce access to Metro Bus/Rail systems, that will allow for seamless transit to venues. Fare costs and payment methods to be included in the Service Delivery Scenario development.

6.10 Metro to allow accredited Games Family Stakeholders, including LA28 staff, access to Metro Bus/Rail systems for a specified duration before and during the Games. Fare costs and payment methods to be included in the Service Delivery Scenario development.

7.0 LA28 RESPONSIBILITIES

7.1 LA28 to develop a technology roadmap focused on integrating business needs into the Spectator App in consultation with Metro. Any sharing of Metro transit user data shall follow California *Streets and Highways Code* section 31490. Any sharing of LA28 fan data shall occur pursuant to a data sharing agreement between the two parties and must follow applicable data protection laws such as GDPR, CCPA and FADP. This roadmap will also include the planning and mapping out, to the extent commercially reasonable, of data integrations with third parties such as iOS and Android operating systems and ticketing and hospitality partners such as AXS, Eventim, and On Location Experiences. Any operations details of app integration or related services or products that affect Metro’s delivery of related services (e.g., GETS system operations) to be included in the Service Delivery Scenario development.

7.2 LA28 to undertake transportation studies to assess needs, capacity, and increased demands the Games will pose, and will make such studies available to Metro when relevant, in LA28’s sole discretion, to ensure consistency and coordination with the GETS.

7.3 LA28 to support Metro in providing efficient and reliable GETS.

7.3.1 LA28 to provide access to the Games Route Network for GETS and regular Metro buses to the extent operationally feasible to ensure reliability of service. The terms and conditions of Metro’s access to the Games Route Network shall be set forth in Exhibit A.

7.3.2 LA28 to identify, in consultation with Metro, GETS boarding and alighting zones proximate to Games venues. Costs and funding methods to be included in the Service Delivery Scenario development.

7.4 LA28, in conjunction with the NSSE ESC, will develop a security plan (including roles and obligations of responsible parties) around Games transportation systems. All Metro costs and financial obligations from decisions and directives made by the NSSE ESC with respect to such security plan shall be borne and defrayed exclusively through public grant mechanisms and appropriations. The plan described in this section shall be set forth in *Exhibit C – Games Security Plan*.

7.5 LA28 provides introductions to Metro and certain LA28 partners (e.g., ticketing, venues, and other commercial partners of interest).

7.6 LA28, in consultation with Metro, may include a technical solution within the Spectator App to address fare solutions, payment options and other relevant information related to transportation. Any operational details of app integration or related services or products that affect the delivery of Metro’s related services (e.g., GETS system operations) to be included in the Service Delivery Scenario development.

7.7 LA28 to define Vehicle Access and Parking Permits (“VAPP”) and Local Access and Parking Permits (“LAPP”) principles in coordination with venue cities.

7.8 LA28 to be responsible for Games Operations Center and to define Games Operations Center principles.

7.9 LA28 to augment Metro advocacy with other national transit agencies and relevant public entities on the development and public funding of GETS.

7.10 LA28 and local jurisdictions will define and plan Local Area Traffic Management and Parking (LATMP) in consultation with Metro and other GME Partners.

7.11 LA28 provides relevant updated Games planning information when reasonably practicable.

8.0 COMMERCIAL, MARKETING & COMMUNICATION OPPORTUNITIES

8.1 LA28 and Metro shall discuss in good faith potential commercial, marketing, and communications opportunities subject to the agreed-upon terms, conditions and guidelines to be set forth in *Exhibit B – Marketing and Intellectual Property Licensing*. Such opportunities shall be negotiated subject to the scope of services delivered by Metro under the Service Delivery Scenario agreed to by the Parties.

8.2 For the avoidance of doubt, 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 International Paralympic Committee (“IPC”), consisting of three Agitos (all Olympic or Paralympic symbols, emblems, marks, designations and terminology, collectively, the “Olympic Marks”), is granted to Metro by this Metro MOU. In addition, Metro shall refrain from creating and/or using any mark, symbols, emblems, designation or terminology that is confusingly similar to any of the Olympic Marks. 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 United States Olympic and Paralympic Committee (“USOPC”), United States Olympic and Paralympic Properties (“USOPP”), the IOC, the IPC, or any of their respective Affiliates, as applicable; provided that (i) nothing contained herein shall prevent Metro from negotiating or entering into separate agreements with the USOPC, USOPP, the IOC, the IPC, or any of their respective Affiliates, as applicable, for the use of any Olympic Mark nor restrict Metro’s use of any Olympic Mark pursuant to any such separate agreements, and (ii) if permitted by the USOPC, USOPP, the IOC, the IPC, or any of their respective Affiliates, as applicable, LA28 will provide Metro with an approved designation and/or terminology and, if necessary, a limited license or sublicense to use certain Olympic Marks. For purposes of Section 8.0 of this Metro MOU, “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.

8.3 LA28 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 LA28, the USOPP, and the USOPC (all trademarks, service marks, copyrighted works

and other intellectual property of LA28, the USOPP, and the USOPC, collectively, the “LA28 Marks”) is granted to Metro by this Metro MOU. As between Metro and LA28, Metro expressly acknowledges and agrees that LA28 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 LA28 pursuant to Exhibit B or any other relevant separate agreement between the Parties.

9.0 ADVERTISING REVENUE GENERATION

9.1 Metro agrees to secure media inventory in host region to protect against ambush marketing and advertising investments as required by the IOC for that Games period from June 12, 2028, through September 4, 2028.

9.2 Metro agrees to make system media inventory locally available for sale to LA28, IOC, and/or their respective sponsors for that priority option period from June 30, 2026, through July 1, 2027. It is not required that sponsors or LA28 buy all available inventory.

9.3 LA28 will create a marketplace, with pricing approval from Metro (or its designated media operators) prior to launch, that will allow 2028 Olympic and Paralympic Games sponsors to purchase advertising from Metro’s advertising operators OutFront and Intersection. This marketplace will serve as an auction of Metro’s advertising assets, and the winning bidder would contract with the operator (Intersection, OutFront, *etc.*). There will be no financial limits placed on the bids over the baseline price.

9.4 Metro agrees not to sell advertising assets to brands that compete with the 2028 Olympic and Paralympic Games sponsors during the Games period from June 12, 2028, through September 4, 2028. LA28 shall work in good faith to work with Metro and its media operators to update them on sponsor competitor sensitivities as new partners are on board.

10.0 PUBLIC RECORDS ACT

10.1 LA28 understands and agrees that any and all records, documents, drawings, plans, specifications and other information relating to conduct of MTA's business, including information created, submitted, provided, relating to or under this Metro MOU (collectively, “Games Project Records”) are subject to the provisions of the California Public Records Act, California *Government Code* sections 6250, et seq. (“CPRA”) and/or the Federal Freedom of Information Act, Title 5 USC 552 (“FOIA”).

10.2 Metro will not advise as to the nature or content of Games Project Records entitled to protection from disclosure under the CPRA or FOIA but will use best efforts to provide LA28 prompt notification of any third-party request prior to any Metro response or disclosure.

10.3 LA28 shall timely notify Metro whether and to the extent it objects to disclosure of Games Project Records, and seek the appropriate judicial relief under the CPRA or FOIA.

10.4 If LA28 does not timely notify Metro of any objection to disclosure, then Metro may comply with the request as required by the CPRA or FOIA.

10.5 In the event of any proceeding or action concerning or seeking the disclosure of any of Games Project Records, LA28 understands and agrees that Metro's sole involvement and responsibility will be as a custodial stakeholder, retaining the Games Project Records until otherwise ordered by a court of competent jurisdiction. LA28, at its sole expense and risk, shall be responsible for any and all fees, costs, and expenses for prosecuting or defending any action concerning Games Project Records.

11.0 GOVERNING LAW, JURISDICTION, AND VENUE

11.1 The Parties acknowledge and agree that this Metro MOU is entered into and to be performed exclusively in the State of California.

11.2 This Metro MOU shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California, except to the extent that there is federal preemption.

11.3 LA28 acknowledges and agrees to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Metro MOU and further agrees and consents that venue of any action or proceeding brought hereunder shall be exclusively in the County of Los Angeles.

12.0 AUTHORIZATION WARRANTY

Each Party represents and warrants that the person executing this Metro MOU on its behalf is a duly authorized agent who has actual authority to bind said Party to each and every term, condition, and obligation of this Metro, and that all requirements have been fulfilled to provide such actual and binding authority.

13.0 IOC APPROVAL REQUIRED

This Metro MOU and the terms hereof shall be subject to approval by the IOC ("IOC Approval") for the Metro MOU to become binding and enforceable by and against the Parties. LA28 shall seek IOC Approval, and Metro shall cooperate with and support LA28 in obtaining IOC Approval. Notwithstanding anything to the contrary in this MOU, the Parties, and each of them, shall not be entitled to revoke or otherwise withdraw any offers or obligations under this Metro MOU prior to the receipt of IOC Approval, so long as such approval is obtained in a signed writing no later than April 30, 2026.

14.0 [RESERVED]

15.0 COOPERATION; FURTHER ASSURANCE

The Parties acknowledge that the success of services under this Metro MOU 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 Metro MOU. 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 Metro MOU and to carry out its provisions.

16.0 NOTICE

Any demand, notice, or other communication to be given in connection with this MOU, must be in writing and given by personal delivery, registered mail or e-mail addressed:

in the case of LA28, as follows:

Paul Brooks
1150 S. Olive Street, 7th Floor
Los Angeles, CA 90015
Email: paul.brooks@la28.org
With copy to: legal@la28.org

and in the case of Metro, as follows:

Seleta Reynolds, Chief Innovation Officer
Los Angeles County Metropolitan Transportation
One Gateway Plaza
Los Angeles, CA 90012
ReynoldsS@metro.net

or to such other street address, individual or e-mail address as may be designated by notice given by either Party to the other.

17.0 CONFIDENTIALITY

To the maximum extent permitted by law and under Section 10.0 PUBLIC RECORDS ACT of this Metro MOU, Metro shall not release or make any public statement concerning the LA28's Games plans without prior consultation with LA28; provided that nothing in this Section shall be construed or deemed (1) to prevent LA28 from making any statement regarding its Games plans, or (2) to restrict Metro in its capacity as a public entity, including but not limited to any public hearings, meetings, testimony, or communications regarding of LA28's Games plans.

18.0 NO OBLIGATIONS FOR UNRELATED PARTIES

18.1 None of the IOC, the IPC, the USOPC, the USOPP or any of their respective Representatives, nor any Representative of OCOG (all of the foregoing, collectively, "Unrelated Parties") shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with or arising out of this Metro MOU or any subsequent agreement between the Parties relating to the subject matter hereof.

18.2 Without limiting the foregoing, neither LA28 nor Metro shall be deemed to be an agency, instrumentality, joint venture, or agent of any Unrelated Party.

18.3 Metro acknowledges and agrees that it has no right of recovery of any kind under this MOU against the USOPC, the USOPP, the IOC, or IPC or any of their representatives, and that the sole and exclusive recourse or remedy by Metro for any cause of action under this MOU shall be against the assets of LA28 only. The USOPC, the USOPP, the IOC, and IPC shall be a third-party beneficiary of this Section 18.0 with full rights of enforcement thereof.

19.0 APPLICABLE DOCUMENTS

19.1 This section identifies the documents that form the entire Metro MOU and establishes the interpretative priority of the documents.

19.2 This base document, along with Exhibits A through C, attached hereto and listed below, collectively form and are referred to hereinafter and throughout as the “Metro MOU.” In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between this base document and any of the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to this base document:

19.2.1 EXHIBIT A – Metro Statement of Work [NOT ATTACHED – PENDING]

19.2.2 EXHIBIT B – Marketing and Intellectual Property Licensing [NOT ATTACHED – PENDING]

19.2.3 EXHIBIT C – Games Security Plan [See, section 7.4, above] [NOT ATTACHED – PENDING]

19.3 This Metro MOU constitutes the complete and exclusive statement of understanding between Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, whether written or oral, including but not limited to the MOU Term Sheet executed on September 25, 2025.

19.4 This Metro MOU may be modified or changed from time-to-time but only by written Amendment(s) duly authorized and executed by both Parties. Without limiting the foregoing, such Amendment(s) would apply to adding or changing any of the Exhibits hereto.

20.0 CONTINUATION

20.1 The Parties will continue to engage with each other and stakeholders to finalize *Exhibit A – Metro Statement of Work* no later than June 30, 2026.

20.2 The Parties will continue to engage with each other and stakeholders to finalize *Exhibit B – Marketing and Intellectual Property Licensing* no later than October 30, 2026.

20.3 The Parties will continue to engage with each other and stakeholders to finalize *Exhibit C – Games Security Plan* no later than December 31, 2027.

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SO ACCEPTED AND AGREED:

**LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY**

Stephanie Wiggins
Chief Executive Officer

Date

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

Reynold N. Hoover
Chief Executive Officer

Date