

AGREEMENT NO. 20,502-5

AMENDMENT NO. 5 TO AMENDED AND RESTATED

MASTER LICENSE AGREEMENT NO. 20,502

This AMENDMENT NO. 5 TO AMENDED AND RESTATED MASTER LICENSE AGREEMENT ("**Amendment**") is dated as of December 29, 2020 (the "**Effective Date**") and is entered into by and between the CITY OF PASADENA, a municipal corporation ("**City**") and the PASADENA TOURNAMENT OF ROSES ASSOCIATION, a California non-profit corporation ("**Association**").

RECITALS

WHEREAS, the Parties entered into that certain AMENDED AND RESTATED MASTER LICENSE AGREEMENT NO. 20,502 on November 16, 2010, which has been amended by amendments dated as of July 17, 2013, January 13, 2014, July 1, 2016, and December 10, 2018 (collectively, the "**Agreement**");

WHEREAS, the Parties have been engaged in negotiations with respect to the Parade regarding various changes to the application of the terms of the Agreement necessary for Tournament Year 2020-2021 ("**TY21**") as a result of the COVID-19 pandemic and related health orders; and

WHEREAS, the City and Association agree that the COVID-19 pandemic and related State of California health orders are unforeseeable circumstances beyond the control of and without fault or negligence of either party, and meets the criteria as a Force Majeure event with respect to the Parade for TY21 by virtue of the manner in which the Parade occurs and therefore the Parties wish to excuse their respective performance under the Agreement for TY21 as it relates to the Parade; and

WHEREAS, the Association has hosted the Rose Bowl Game at the Rose Bowl Stadium each Tournament Year on Game Day pursuant to and during the term of the Agreement; and

WHEREAS, the Association has informed the City that the Association has entered into that certain College Football Playoff Semifinal Bowl Agreement effective as of April 15, 2014 (the "**CFP Agreement**") with various college athletic conferences collectively referred to as the "College Football Playoff" (the "**CFP**") whereby the Association has agreed, among other things, to host a college football semifinal playoff game on January 1, 2021 (the "**CFP Game**") at the Rose Bowl Stadium and such CFP Game would be considered the Game for TY21 under the Agreement and referred to as the "**Rose Bowl Game**" and be subject to the Agreement; and

WHEREAS, the COVID-19 global pandemic has affected sporting events worldwide and created uncertainties for college institutions, college athletics conferences, broadcasters, and college football bowl entities; and

WHEREAS, the Parties had been working diligently to present the CFP Game on January 1, 2021 at the Rose Bowl Stadium under the terms and conditions of the Agreement, the City is ready, willing and able to perform its obligations with respect to the CFP Game and, until the declaration of the CFP as noted below, the Association was ready, willing and able to perform its obligations with respect to the CFP Game, and both parties have incurred time and expense to perform their respective obligations under the Agreement in connection therewith; and

WHEREAS, on December 18, 2020, the Association notified the City that, notwithstanding the Association's diligent efforts to keep the CFP Game at the Rose Bowl Stadium, the CFP declared a force majeure event under the CFP Agreement, which was its right, and as a result the CFP Game will not be played at the Rose Bowl Stadium, and the CFP Game will instead be played at another stadium in Arlington Texas; and

WHEREAS, the City acknowledges the extraordinary circumstances that currently exist as a result of the COVID-19 pandemic, notwithstanding the City's belief that the CFP Game could be held in a safe and lawful manner at the Rose Bowl Stadium consistent with its recent successful history of hosting four (4) UCLA football games at the Rose Bowl Stadium with all associated broadcast media and game-day crew; and

WHEREAS, the City values its partnership with the Association and acknowledges the civic pride and universal appeal of the Game and the Rose Bowl Stadium, as well as college football's affinity regarding the occurrence of the Rose Bowl Game on Game Day each year; and

WHEREAS, as a result of the CFP's declaration of a force majeure event and decision to move the CFP Game from the Rose Bowl Stadium on Game Day in TY21, the Association will not host a Game at the Rose Bowl Stadium in TY21, and instead the Association will host the CFP Game to be played in TY21 in Arlington, Texas, which will be referred to as the "Rose Bowl Game"; and

WHEREAS, by entering into this Amendment, the City does not in any manner whatsoever condone, agree or acknowledge that hosting the CFP Game outside of the Rose Bowl Stadium is consistent with public health; and

WHEREAS, except as specifically provided in this Amendment, this Amendment does not and shall not be construed to alter the terms of the Agreement in any manner whatsoever; and

WHEREAS, it is in the best interests of the City, the Association and the public for the City and the Association to enter into this Amendment; and

NOW, THEREFORE, for and in consideration of these premises and the terms and conditions herein, the adequacy of which are hereby acknowledged, the City and the Association agree to the above recitals and as follows:

1. **Defined Terms.** Capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings assigned thereto in the Agreement.
2. **Recitals.** The foregoing Recitals are hereby incorporated into this Amendment as if set forth in their entirety.
3. **Excuse of Performance Related to the Rose Parade.** Both the City and the Association shall be excused, discharged and released of their respective performance obligations with regard to the Parade. Accordingly, the Parties agree that, pursuant to Section 10.2 (City Expense Fee) of the Agreement, the Expense Fee related to the Parade is zero for TY21.
4. **Excuse of Performance Related to the Game.** The Association shall be excused, discharged and released of its performance obligations contained in Section 2.1 (License to Use) of the Agreement to cause the Game to be played on Game Day in TY21 at the Rose Bowl Stadium, and is excused from all related obligations under the Agreement such as, without limitation, selling tickets to the Rose Bowl Game, for TY21 only. Likewise, the City shall be excused, discharged and released of its respective performance obligations resulting from the Game not being held on Game Day at the Rose Bowl Stadium in TY21.
5. **Covenants Related to CFP Game in Arlington, Texas.** In further consideration of the Parties' entering into this Amendment, in light of the extraordinary current circumstances regarding the pandemic and the CFP's decision to move the CFP Game for TY21 from Pasadena to Arlington, Texas, the Association will host the CFP Game to be played in Arlington, Texas, branded as the "Rose Bowl Game," subject specifically to the following covenants and agreements:
 - a. If the CFP Game is played and the Association is the host of the CFP Game as a Rose Bowl Game for TY21, the Association shall pay the City the sum of Two Million Dollars (\$2,000,000) to assist the City with its expenses and lost revenue as a result of the CFP Game not being played on Game Day at the Rose Bowl Stadium in TY21 (the "**TY21 City Fee**"). The TY21 City Fee is an all-inclusive payment, which will satisfy all obligations of the Association to the City in connection with the TY21 Game, including without limitation reimbursement for City expenses, and payment of the Pasadena Tournament of Roses Association Gift (provided that the Association's obligation to pay the Rose Bowl Use Fee under the Agreement shall continue unmodified). The TY21 City Fee shall be paid to the City in three installments, one-third each, on or before April 30, 2021, April 30, 2022 and April 30, 2023.
 - b. The Association shall work with ESPN to provide immediately before or during the telecast of the CFP Game for TY21, at no cost to the City, acknowledgement and appreciation of the City, including to the extent possible an institutional spot recognizing and paying tribute to the City, the Rose Bowl Stadium and the residents of Pasadena, CA (the "**Institutional Spot**"). While the Association is not able to dictate or control the content of the Institutional Spot, the City may

provide to the Association a framework of its ideas and a list of its preferred talking points, which the Association will forward for consideration to ESPN. The Association will endeavor to obtain for the City a royalty-free license to publicly display, at the City's sole cost and expense, the Institutional Spot and any derivatives thereof in any and all media, in perpetuity.

- c. The Association shall request that the CFP immediately request the institutions and athletic conferences participating in the CFP Game in TY21 to cease and desist from making any disparaging remarks about the City or the Rose Bowl Stadium in connection with the TY21 CFP Game, and to request that such parties express their appreciation for the City's cooperative conduct. The City understands and agrees that the Association in no way shall be held responsible should the institutions and athletic conferences participating in the CFP Game in TY21 fail to meet the Association's request. The Association shall take reasonable steps to publicly promote the City's spirit of cooperation with regard to the matters described in this Amendment.
 - d. The City and the Association acknowledge their respective obligations and rights under Section 9.1 of the Agreement. Specifically, and without limiting the generality of the foregoing, the rights of the City and the Association with respect to the Marks relating to the Rose Bowl Stadium are as set forth in the Trademark Agreement and the Consent Agreement attached to the Agreement as Exhibit E-1 and E-2, respectively. A list of Marks (registered and unregistered) owned by the Association is set forth in Exhibit F to the Agreement. The Association shall not transfer to a third party the Association's ownership in the Marks relating to the Game in a manner that would allow the third party the right to host a post-season college football game named "The Rose Bowl Game" or any variants or derivatives thereof, in any stadium other than the Rose Bowl Stadium.
 - e. Except as specifically provided herein, neither party alters or waives any rights or remedies it may have under the Agreement or any law to protect its marks, intellectual property, or goodwill related in any way to the Rose Bowl Game or Rose Bowl Stadium.
6. **Summary of Revised Fees for TY21.** Provided the Association performs all of its obligations under this Amendment, then pursuant to Section 10.3 (Tournament of Roses Community Support Gift), the City agrees to forego said payment for TY21. The gift would ordinarily be due on April 30, 2021, but will not be included in the calculation of fees due for TY21.

As noted above, the Association Gift due pursuant to Section 10.6 (Pasadena Tournament of Roses Association Gift) of the Agreement for TY21 is included in the TY21 City Fee.

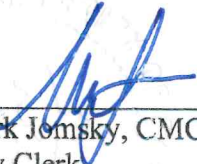
7. **Ratification.** The Parties each hereby ratify and confirm its respective obligations under the Agreement as modified by this Amendment.

8. **Binding Effect; Conflicts; Governing Law.** Except as modified hereby and provided herein, the parties do not waive any rights with respect to the subject matter hereof, the Agreement remains unmodified and in full force and effect, and this Amendment shall be binding upon the parties hereto and their respective successors and assigns. If any inconsistency exists or arises between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail. This Amendment shall be governed by and construed in accordance with the laws of the State of California without giving effect to its principles or rules of conflicts of laws.
9. **Entire Agreement.** The November 16, 2010 Amended and Restated Master License Agreement No. 20,502, along with this Amendment and all prior amendments to the November 16, 2010 Amended and Restated Master License Agreement No. 20,502, constitute the entire agreement of the parties hereto with respect to the subject matter hereof.
10. **Counterparts.** This Amendment may be executed in multiple counterparts, and via electronic or facsimile delivery, each of which shall be deemed an original, but all of which shall constitute one document.

[Signatures on next page]

IN WITNESS WHEREOF, the CITY OF PASADENA and the PASADENA TOURNAMENT OF ROSES ASSOCIATION have caused this Amendment to be executed by its officers thereunto duly authorized.

ATTEST:


12/30/2020

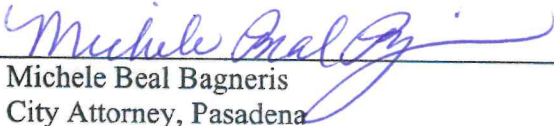
Mark Jomsky, CMC
City Clerk

CITY OF PASADENA, a charter city and a municipal corporation of the State of California

By: 

Name: Steve Mermell
Title: City Manager

APPROVED AS TO FORM:

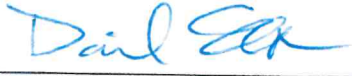


Michele Beal Bagneris
City Attorney, Pasadena

PASADENA TOURNAMENT OF ROSES ASSOCIATION, a California non-profit corporation

By: 

Robert B. Miller, President

By: 

David Eads, Executive Director and CEO