

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT AMONG THE CITIES OF BURBANK, GLENDALE AND PASADENA CREATING AN AGENCY TO BE KNOWN AS THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY.

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT AMONG THE CITIES OF BURBANK, GLENDALE AND PASADENA CREATING AN AGENCY TO BE KNOWN AS THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY (this "Agreement") is made and entered into as of this 15th day of September, 1991, by and among the CITY OF BURBANK, the CITY OF GLENDALE and the CITY OF PASADENA (hereinafter sometimes referred to individually as "Party" and collectively as "Parties"), with reference to the following facts:

A. Section 6546.1 of the California Government Code provides as follows:

"In the County of Los Angeles, any agency, commission, or board provided for by joint powers agreement entered into by cities pursuant to Article 1 (commencing with Section 6500) of this Chapter for the purpose of the acquisition, operation, repair, maintenance, improvement and administration of the Hollywood-Burbank Airport as a public airport, pursuant to the Federal Aviation Act of 1958, as amended, may carry out such purpose and may authorize the issuance of revenue bonds, pursuant to this Article, to pay for acquiring, repairing, improving, financing and refinancing such project including all facilities and improvements and all expenses incidental thereto or connected therewith. Property tax revenues accruing to, levied by, or collected by any local agency which is a party to such a joint powers agreement shall not be used to redeem such revenue bonds unless an ordinance authorizing the use of such property tax revenues for such purposes is approved by a majority vote of the electors of the local agency voting on the issue. In operating the airport, the separate public

entity above mentioned shall not permit or authorize any activity in conjunction with the airport which results in an increase in the size of the noise impact area based on a community noise equivalent level of 70 decibels as established pursuant to Title 21, California Administrative Code, Chapter 2.5, Subchapter 6, and shall further comply with the future community noise equivalent levels prescribed by such title as it now exists or is hereinafter amended.

The separate public entity shall implement the noise monitoring requirements set forth in Title 21, California Administrative Code, Chapter 2.5, Subchapter 6. In addition, the entity shall diligently pursue all reasonable avenues available to insure that the adverse effects of noise are being mitigated to the greatest extent reasonably possible.

The separate public entity shall not authorize or permit the lengthening of runways defined herein as the paved portions of the runways presently on airport property, or the purchase of fee title to condemned real property zoned for residential use as of the effective date of this statute.

The power to issue revenue bonds under this section shall be of no further force and effect after December 31, 1980, unless (1) the entity shall have initially issued revenue bonds on or prior to December 31, 1980, or (2) the entity is unable to initially issue revenue bonds to accomplish the purpose of this section by reason of litigation, in which case the power to initially issue revenue bonds under this section shall continue to be effective until the final determination of such litigation and for one year thereafter. If the entity shall have initially issued revenue bonds within either of the time periods permitted by the prior sentence of this paragraph, the power to issue revenue bonds under this section shall continue so long as this section shall be in effect."

B. Pursuant to Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with

California Government Code Section 6500) (hereinafter sometimes referred to as the "Act"), including California Government Code Section 6502, the Parties entered into that certain Joint Exercise of Powers Agreement Between the Cities of Burbank, Glendale and Pasadena Creating an Agency to be Known As the Hollywood-Burbank Airport Authority dated as of June 14, 1977 (the "Original Agreement"), for the general purposes of providing for the acquisition, operation, repair, maintenance, improvement and administration of the Burbank-Glendale-Pasadena Airport (commonly known as the "Burbank Airport" and formerly known as the "Hollywood-Burbank Airport") as an existing public airport facility.

C. Pursuant to the Original Agreement, the Parties established a public entity, separate and apart from the Parties, known as the "Burbank-Glendale-Pasadena Airport Authority" (formerly known as the "Hollywood-Burbank Airport Authority"), which is responsible for accomplishing the purposes set forth in the Original Agreement.

D. Subsequent to the date of the Original Agreement, the Parties entered into the following amendments thereto: the First Amendment, dated as of May 23, 1978 (the "First Amendment"); the Second Amendment dated as of December 27, 1978 (the "Second Amendment"); and the Third Amendment dated as of August 12, 1980 (the "Third Amendment").

E. The Parties now desire to amend and restate the Original Agreement to incorporate the provisions of the Original Agreement, the First Amendment, the Second Amendment and the Third Amendment into a single agreement and to modify and clarify certain provisions thereof.

THEREFORE, the Parties agree as follows:

1. Purpose.

This Agreement is made pursuant to the provisions of the Act, including California Government Code Section 6546.1, relating to the joint exercise of powers common to public agencies and is made for the purpose of enabling the Parties to exercise their powers jointly in a certain "Project" described as follows: the acquisition, operation, repair, maintenance, improvement and administration of the Burbank-Glendale-Pasadena Airport (commonly known as the "Burbank Airport"), including, without limitation, the acquisition, development, operation, repair, maintenance, improvement, renovation, construction, reconfiguration, and administration of the properties and facilities thereof, now existing and hereafter acquired, developed, operated, repaired, improved, renovated, constructed or reconfigured (the "Airport Facility") as a public airport, pursuant to the Federal Aviation Act of 1958, as amended, and the Airport and Airway Development Act of 1970, as amended. Each of the Parties has the powers necessary to accomplish the purposes of

this Agreement. The foregoing purposes will be accomplished and the common powers exercised in the manner hereinafter set forth.

2. Authority.

2.1 Creation of the Authority.

Pursuant to the Act, the Federal Aviation Act of 1958, the Airport and Airway Development Act of 1970, as amended, and the Original Agreement, the Parties have established a public entity, separate and apart from the Parties hereto, known as the "Burbank-Glendale-Pasadena Airport Authority" (formerly known as the "Hollywood-Burbank Airport Authority" and hereinafter referred to as the "Authority"). The debts, liabilities and obligations of the Authority do not constitute debts, liabilities or obligations of the Parties.

2.2 Commission of the Authority.

The Authority is governed by a commission called the "Burbank-Glendale-Pasadena Airport Authority Commission" (formerly known as the "Hollywood-Burbank Airport Authority Commission" and hereinafter referred to as the "Commission"). The Commission shall be composed of nine (9) members. Each of the respective governing bodies of the Parties shall be entitled to appoint three (3) members to the Commission. Members of the Commission shall serve for four (4) year terms, commencing June 1, 1977, with subsequent terms to commence on June 1 of each fourth (4th) year thereafter, unless

such service is terminated sooner as provided below. Each member shall serve as a member of the Commission in such member's individual capacity.

Members shall hold membership on the Commission during the term for which they were appointed and until their successors have been appointed and qualified; provided, however, that members may resign voluntarily or may be removed by and at the pleasure of the governing body of the Party which appointed them, and provided, further, that any member who also serves as a member of the governing body of any Party shall automatically forfeit such member's membership on the Commission if such member ceases to be a member of the governing body, but after such forfeiture, such member may be appointed or reappointed to the Commission. In case of a vacancy in membership on the Commission, the same shall be promptly filled by the governing body of the Party which appointed the vacating member. An appointment to fill a vacancy during an unexpired term shall be for a period of the unexpired term. Promptly upon the making of such an appointment, the appointing Party shall notify the Secretary of the Commission of such appointment.

2.3 Meetings of the Commission.

2.3.1 Call and Notice. The Commission shall provide by resolution the dates on which and the time and place at which regular meetings of the Commission shall be held, provided that each year the Commission shall hold at least one regular meeting. A copy of each resolution establishing the date, time and place of a regular meeting shall be filed with the Secretary of the Authority and the City Clerk of each of the Parties. All meetings of the Commission, including, without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with California Government Code Section 54950).

2.3.2 Rules.

Subject to the provisions of Section 2.3.1 hereof, the Commission may adopt, from time to time, such rules and regulations for the conduct of its meetings and its affairs as the Commission may deem necessary or appropriate.

2.3.3 Minutes.

The Secretary of the Authority shall maintain minutes of regular, special and adjourned meetings of the Commission and, as soon as possible after each meeting,

shall cause a copy of the minutes to be forwarded to each member of the Commission and to each of the Parties.

2.3.4 Quorum.

Five (5) members present at a Commission meeting shall constitute a quorum.

2.3.5 Voting.

Any action taken by the Commission at a meeting shall require the affirmative vote of a majority of the members of the Commission. Any decision: (i) which authorizes the issuance of revenue bonds or other forms of indebtedness pursuant to Article 2, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with California Government Code Section 6540), including California Government Code Section 6546.1, as the same now exists or may hereafter be amended (hereinafter referred to as the "Bond Act"), (ii) with respect to the payment of surplus revenues, or (iii) which directly or indirectly authorizes any activity which may result in an increase of the then current size as of September 14, 1976 of the noise impact area of the Airport Facility based on a community noise equivalent level of seventy (70) decibels, as established pursuant to Title 21, Chapter 2.5, Subchapter 6 of the California Administrative Code, or which could otherwise adversely affect the operations of the Authority pursuant to California Government Code Section 6546.1, shall re-

quire the affirmative vote of a majority of the appointees to the Commission of each of the Parties.

2.4 Officers.

2.4.1 President, VicePresident, Secretary and Assistant Secretary.

The Commission shall elect or re-elect a President, Vice President and Secretary as officers of the Authority at the first meeting of the Commission held in July of each calendar year. In the event that the President, Vice President or Secretary so elected resigns from such office or ceases to be a member of the Commission, the resulting vacancy shall be filled at the next regular meeting of the Commission held after such vacancy occurs. In the absence or inability of the President to act, the Vice President shall act as President. The President, or in the President's absence the Vice President, shall preside at and conduct all meetings of the Commission. The Secretary shall be responsible for the minutes and other records of the Authority and shall perform such other duties specified by the Commission. The Commission may elect an Assistant Secretary to assist the Secretary in the performance of the Secretary's duties, to certify copies of official documents of the Authority and to perform such other duties specified by the Commission.

2.4.2 Treasurer.

The Commission on behalf of the Authority shall appoint a Treasurer who shall be: (1) the Treasurer of one of the Parties; (2) a certified public accountant; or (3) such other officer or employee as the Commission shall deem qualified to act as Treasurer of the Authority. The Treasurer shall perform such duties as are set forth in this Agreement and any other duties specified by the Commission.

2.4.3 Auditor.

The Commission on behalf of the Authority shall appoint an Auditor who shall be: (1) the Controller of one of the Parties; or (2) such other officer or employee as the Authority shall deem qualified to act as Auditor of the Authority. The Auditor shall perform such duties as are set forth in this Agreement and any other duties specified by the Commission.

2.4.4 Staff.

The Commission on behalf of the Authority may employ or engage, on an independent contractor basis or otherwise, an Airport Manager, which may be a corporation, partnership, firm or individual, and such staff and professional and expert services as may be necessary to accom-

plish the purposes of this Agreement, including, without limitation, legal counsel, financing consultants, accountants, engineers, architects, contractors, appraisers and other consultants and advisors.

3. Powers and Duties of the Authority.

The Authority shall have the powers common to the Parties to be exercised to acquire, operate, repair, maintain, improve and administer the Airport Facility, including, without limitation, the acquisition, development, operation, repair, maintenance, improvement, renovation, construction, reconfiguration and administration of the properties and facilities thereof, and, in addition thereto, has all other powers enumerated in the Act and California Government Code Section 6546.1, as the same now exists or may hereinafter be amended. The Authority is authorized to do all acts necessary or convenient to the exercise of the aforementioned powers, including, but not limited to, the following: to make and enter into contracts; to employ agents and employees; to acquire real or personal property, including, without limitation, by purchase, lease, gift, bequest, devise, or exercise of the power of eminent domain pursuant to California Government Code Sections 6502, 37350.5 and 50470 (other than by the purchase of fee title to condemned real property zoned for residential use as of March 24, 1978) and to develop, construct, manage, maintain, operate, repair, renovate, improve, reconfigure, or dispose of real or personal

property, including, without limitation, buildings, works or improvements; to incur debts, liabilities or obligations (both long-term and short-term) pursuant to the exercise of these powers, which are not debts, liabilities or obligations of the Parties; and to sue and be sued in its own name. Said powers shall be exercised in the manner provided for in the Act and California Government Code Section 6546.1, and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the City of Burbank in the exercise of similar powers. The Authority may also issue revenue bonds, pursuant to the Bond Act and any other applicable laws of the State of California, whether heretofore or hereafter enacted or amended, and, without limiting the generality of the foregoing, the Authority is also authorized to incur other forms of indebtedness pursuant to Section 6547.1 of the California Government Code, which is part of the Bond Act, provided, however, that such revenue bonds or other forms of indebtedness shall not constitute debts, liabilities or obligations of the Parties.

In compliance with California Government Code Section 6546.1, the Authority (a) shall not permit or authorize any activity in conjunction with the Airport Facility which results in an increase in the size of the noise impact area as of September 14, 1976 based on a community noise equivalent level of 70 decibels as established pursuant to Title 21, Chapter 2.5,

Subchapter 6 of the California Administrative Code, and shall further comply with the future community noise equivalent levels prescribed by such title as it now exists or is hereafter amended; (b) shall implement the noise monitoring requirements set forth in Title 21, Chapter 2.5, Subchapter 6 of the California Administrative Code; (c) shall diligently pursue all reasonable avenues available to insure that the adverse effects of noise are being mitigated to the greatest extent reasonably possible; and (d) shall not authorize or permit the lengthening of runways defined herein as the paved portions of the runways on the Airport Facility as of March 24, 1978, or the purchase of fee title to condemned real property zoned for residential use as of March 24, 1978.

Without limiting the generality of the foregoing, it is intended that the Authority will proceed to do all acts necessary or desirable to accomplish the purposes of this Agreement. Such acts may, but need not necessarily include all or part of the following:

(a) Negotiating the terms and conditions of acquiring real or personal property by purchase, lease, or exercise of the power of eminent domain pursuant to California Government Code Sections 6502, 37350.5 and 50470 (other than by the purchase of fee title to condemned real property zoned for residential use as of March 24, 1978), and authorizing the

execution of, and executing, any and all documents which the Commission may deem necessary or appropriate to accomplish such purpose.

(b) Conducting any environmental impact studies and proceedings as are required by any state and/or federal governments;

(c) Granting of franchises, concessions, permits, licenses and other rights and entitlements to, and entering into leases and contracts with, any person, firm or corporation, or agency of any state and/or federal governments, for the use of the Airport Facility or any part thereof, for the promotion and accommodation of air commerce and air navigation, or any use incidental thereto, together with a right or rights to use the Airport Facility in common with others as necessary to the right granted; and likewise to enter into leases with any person, firm or corporation covering any portion of the Airport Facility for purposes other than the promotion and accommodation of air commerce and air navigation whenever the Commission shall determine that the use of such portions of the Airport Facility are not necessary for the promotion and accommodation of air commerce and air navigation or for uses incidental thereto, subject in all such cases to the right of the Authority to terminate and to acquire or recover (by purchase, repurchase, exercise of the power of eminent domain pursuant to California

Government Code sections 6502, 37350.5 and 50470, other than by the purchase of fee title to condemned real property zoned for residential use as of March 24, 1978, or otherwise) any and all franchises, concessions, permits, licenses or other entitlements or leaseholds as the Commission may deem necessary or appropriate;

(d) Subject to the powers of the United States of America respecting commerce, establishing rules and regulations governing the use and control of the Airport Facility, or any of its properties, and the use of airways approximate thereto and incidental to aerial navigation;

(e) Applying for and receiving any available state and/or federal grants, and, in connection therewith, authorizing the execution of applications therefor, and grant agreements in connection therewith;

(f) Issuing revenue bonds or other obligations as provided in this Agreement which are not debts, liabilities or obligations of the Parties;

(g) Conducting any necessary or desirable studies to determine whether any development, repair, improvement, renovation or reconfiguration, of the Airport Facility should be undertaken and causing any such development, repair,

improvement, renovation or reconfiguration and any acquisition of property by purchase, lease, gift, bequest, devise or exercise of the power of eminent domain pursuant to California Government Code Sections 6502, 37350.5 and 50470 (other than by the purchase of fee title to condemned real property zoned for residential use prior to March 24, 1978) or otherwise deemed necessary or incidental thereto.

(h) Conducting any necessary noise studies, and making such improvements as such studies may indicate will mitigate the adverse effects of noise;

(i) Acquiring, developing, operating, repairing, maintaining, improving, renovating, contracting, reconfiguring and administering the Airport Facility;

(j) Entering into and performing under lawful agreements with any of the Parties, the State of California, the United States of America, or any departments or agencies of any of the foregoing, or any other municipal or public corporation of any kind or nature whatsoever; and

(k) Making payment from surplus revenues to any of the Parties, or to the Parties' public agencies whose boundaries (including, in the case of a redevelopment agency, project area boundaries) overlap the area included in the Airport

Facility. The term "surplus revenues," as referred to above, shall have whatever meaning is provided therefor in any resolution (or indenture) adopted by the Commission pursuant to the Bond Act, or, if no indebtedness under the Bond Act is then outstanding, pursuant to any lawful resolution of the Authority, and the payments authorized by the preceding sentence shall be made only to the extent that such payments are not prohibited by any such resolution (or indenture) then in effect.

The listing of the above acts is not intended to indicate any priority of one act over another, nor is such listing intended to be inclusive, and the Commission may authorize other acts to be done in the accomplishment of the purposes of this Agreement. One or several acts may take place concurrently or in sequence as the Commission shall direct.

4. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the period from July 1 of each year to and including the following June 30.

5. Assistance to the Authority.

Except as prohibited by law and this Agreement and in appropriate circumstances, the Parties may: (i) make contributions from their respective treasuries for the purposes set forth herein, (ii) make payments of public funds to defray

the cost of such purposes, (iii) make advances of public funds for such purposes, such advances or payments to be repaid, as provided herein, or (iv) use their respective personnel, equipment or property in lieu of other contributions or advances. Such sums shall be paid to and disbursed by the Authority, the method and manner of such payment, disbursement and repayment to be determined by the Commission. The provisions of California Government Code Section 6513 are hereby incorporated by reference into this Agreement.

6. Revenue Bonds.

In order to provide funds and to pay for acquiring, repairing and financing the Project, including, without limitation, the acquisition, development, operation, repair, maintenance, improvement, renovation, construction, reconfiguration and administration of the Airport Facility, and any and all costs and expenses incidental thereto or connected therewith, the Authority may authorize the issuance of revenue bonds pursuant to the provisions of the Bond Act, and, without limiting the generality of the foregoing, the Authority is also authorized to incur other forms of indebtedness pursuant to California Government Code Section 6547.1, which Section is part of the Bond Act. Such revenue bonds or other forms of indebtedness shall not constitute debts, liabilities or obligations of the Parties. Property tax revenues accruing to, levied by or collected by any Party shall not be used to redeem such revenue

bonds or other forms of indebtedness, unless an ordinance authorizing the use of such property tax revenues for such purposes is approved by a majority vote of the electors of the Party considering such use of property tax revenues.

All fees and expenses of professional and expert services, including, without limitation, legal counsel, financing consultants, accountants, engineers, architects, contractors, appraisers and other consultants and advisors connected with the acquisition, development, operation, repair, maintenance, improvement, renovation, construction, reconfiguration and administration of the Airport Facility, which have been paid or incurred prior to the issuance of the revenue bonds or other forms of indebtedness (but after June 15, 1976) shall be paid, or repaid to the Parties, as the case may be, to the extent such payment or repayment is lawful, from the proceeds of the revenue bonds, or other forms of indebtedness, or any other legally available source.

7. Official Bonds.

The public officers (namely the Treasurer and the Auditor) designated as the persons who have charge of, handle or have access to any monies of the Authority are hereby also designated as responsible for all other property of the Authority. The Treasurer and Auditor each shall file an official bond with the Authority in the amount of two hundred fifty thousand

dollars (\$250,000). Each member of the Commission shall file with the Authority an official bond in the amount of ten thousand dollars (\$10,000). Members, officers and employees of the Commission or the Authority shall also file such official bonds as may be required by any resolution (or indenture) adopted by the Authority pursuant to the Bond Act. All bond premiums shall be paid by the Authority.

8. Accounts and Reports.

There shall be strict accountability of all funds and reporting of all receipts and disbursements. To the extent not covered by the duties assigned to any Trustee pursuant to a resolution (or indenture) adopted by the Commission pursuant to the Bond Act, the Commission shall establish and maintain such procedures, funds and accounts as may be required by sound accounting practices or by the provisions of any resolution (or indenture) adopted by the Commission pursuant to the Bond Act, authorizing the issuance of revenue bonds or other forms of indebtedness; provided that such procedure shall conform as nearly as possible to normal procedures for the City of Burbank. The books and records of the Authority in the hands of the Trustee or the Commission shall be open to inspection at all reasonable times by representatives of the Parties. The Auditor, with the approval of the Commission, shall contract with an independent certified public accountant or firm of certified public accountants to make an annual audit of the

accounts and records of the Authority, and a complete written report of such audit shall be filed annually with each of the Parties and with the Auditor-Controller of Los Angeles County, as part of the public records, within twelve (12) months of the end of the Fiscal Year under examination. Such annual audit and written report shall comply with the requirements of California Government Code Section 6505. The costs of the annual audit, including contracts with, or employment of, such independent certified public accountant or firm of certified public accountants in making an audit pursuant to this Agreement, shall be a charge against any unencumbered funds of the Authority available for such purpose.

9. Funds.

The Treasurer of the Authority shall have custody of Authority money and shall disburse Authority funds pursuant to the accounting procedures developed in accordance with the provisions of Section 8 hereof; provided that the provisions of any resolution (or indenture) adopted by the Commission pursuant to the Bond Act authorizing the issuance of revenue bonds or other forms of indebtedness shall control regarding the custody and disbursement of the proceeds of any revenue bonds or other forms of indebtedness issued pursuant thereto or any revenues pledged to the payment of such bonds or other forms of indebtedness.

Additionally, the Treasurer of the Authority shall assume the following duties described in California Government Code Section 6505.5 (to the extent not covered by the duties assigned to any Trustee):

- (a) Receive, prepare receipts for and deposit in the treasury of the Authority all money of the Authority;
- (b) Provide for the safekeeping and disbursement of all Authority money held by the Treasurer and the performance of such obligation shall be secured by the Treasurer's official bond;
- (c) Pay, when due, out of money of the Authority held by the Treasurer, all sums payable on outstanding bonds and coupons, or other forms of indebtedness, of the Authority;
- (d) Pay any other sums due from the Authority, out of money of the Authority held by the Treasurer, or any portion thereof, only upon warrants of the Auditor of the Authority; and
- (e) Verify and report in writing to the Authority and to each of the Parties on the first day of July,

October, January and April of each year the amount of money the Treasurer holds for the Authority, the amount of receipts deposited since the Treasurer's last report, and the amount of disbursements made since the Treasurer's last report.

Subject to the applicable provisions of any resolution (or indenture) adopted by the Authority pursuant to the Bond Act or any financing agreement, which may provide for a trustee to receive, have custody of and disburse the Authority funds, the Treasurer of the Authority shall have the custody of and shall disburse Authority funds pursuant to the accounting procedures developed in accordance with the provisions of Section 8 hereof.

The Auditor of the Authority shall draw warrants to pay demands against the Authority when the demands have been approved by the Airport Manager of the Authority or any other person authorized to so approve in accordance with the accounting provisions developed in accordance with the provisions of Section 8 hereof.

The Authority may invest any money in the Treasury that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to California Government Code Section 53601. The City Council of

the City of Burbank shall determine the charges to be made against the Authority for the services of the Treasurer and the Auditor of the Authority, if such officers are employed by the City of Burbank, subject to the approval of the Commission.

10. Non-Assignability of Participating Interests.

The rights, titles and interests of any Party herein shall not be assignable or transferable unless such assignment or transfer is required by law and is not within the control of the Party affected by any such assignment or transfer.

11. Term, Amendments, Termination.

This Agreement shall be effective when signed by each Party, may be amended by mutual consent to include other cities or for any other lawful purpose, and shall continue for so long as may be necessary to carry out the purpose of any agreement with the United States Government or until terminated by mutual consent, whichever is later; provided, however, that:

- (a) This Agreement cannot be terminated until all revenue bonds or other forms of indebtedness issued pursuant hereto, and the interest thereon, shall have been paid or adequate provision for such payment shall have been made in accordance with the resolution (or indenture)

adopted by the Commission pursuant to the Bond Act authorizing the issuance thereof, and

- (b) This Agreement cannot be amended in any way to the detriment of the holders of any such revenue bonds or other forms of indebtedness which are outstanding in accordance with any resolution (or indenture) adopted by the Commission pursuant to the Bond Act authorizing the issuance thereof, and
- (c) No termination or amendment shall adversely affect the operation, repair, maintenance, improvement or administration of the Airport Facility, and
- (d) No termination or amendment shall be made which is contrary to the language, spirit or intent of any contract and/or grant agreement entered into by the Authority with the United States of America, or any agreement entered into by the Authority with the State of California, or any department, administration or agency of either the United States of America or the State of California.

If this Agreement is terminated, as provided above, any property acquired as a result of the joint exercise of powers shall be divided or distributed in accordance with law and the

mutual agreement of the Parties. After completion of the purposes of this Agreement, and, upon the termination hereof, any surplus money on hand shall be returned to the Parties in proportion to the contributions made by the Parties, which contributions the Parties acknowledge were equal, and which contributions heretofore have been repaid to the Parties.

12. Notices.

Any notices required or permitted to be made hereunder shall be in writing and shall be delivered in person or by certified or registered mail, postage prepaid, addressed to the attention of the Secretary of the Authority and to the City Clerk of each of the Parties at their respective addresses set forth below:

If to the Authority:

Burbank-Glendale-Pasadena
Airport Authority
2627 Hollywood Way
Burbank, California 91505
Attention: Secretary

If to the City of Burbank:

Office of the City Clerk
City of Burbank
275 East Olive
Burbank, California 91502
Attention: City Clerk

If to the City of Glendale:

Office of the City Clerk
City of Glendale
613 East Broadway, Room 110
Glendale, California 91206
Attention: City Clerk

If to the City of Pasadena:

Office of the City Clerk
City of Pasadena
P.O. Box 7115
Pasadena, California 91109-

7215

Attention: City Clerk

The Authority or any Party may designate a different address by giving to the Authority and the other Parties notice thereof in accordance with the provisions hereof.

13. Headings.

The Section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

14. Consents and Approvals.

Any consents or approvals required under this Agreement shall not be unreasonably withheld.

15. Governing Law.

This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of California.

16. Amendments and Modifications.

This Agreement may only be modified by a written agreement adopted, executed and attested to by the Parties.

17. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties.

18. Severability.

In the event that a court of competent jurisdiction determines that any provision of this Agreement shall be invalid or unenforceable or in conflict with any law or regulation having the force of law of the United States of America or of the State of California, the validity of the remaining portions or provisions hereof shall not be affected thereby and the remaining portions or provisions hereof shall remain in full force and effect.

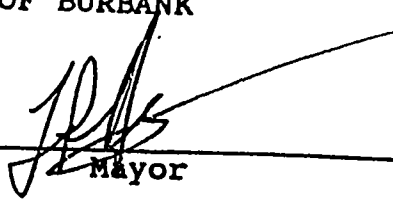
19. Continuation of Original Agreement.

It is intended by the Parties that this Agreement, shall be amendatory of the Original Agreement, as amended, and shall not be a new or separate agreement, particularly including, but without limiting the generality of the foregoing, the provisions of this Agreement and the Original Agreement that provide that the debts, liabilities and obligations of the Authority do not constitute the debts, liabilities or obligations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, their official seals to be hereto affixed, as of the day and year first above written.

CITY OF BURBANK

BY

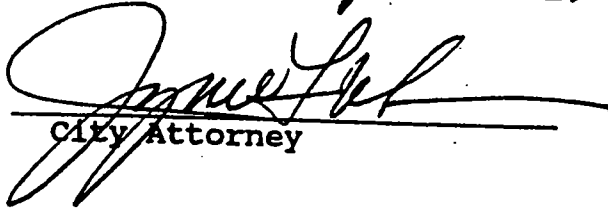

MAYOR

ATTEST:

By M M Lauerman
City Clerk

APPROVED AS TO FORM this

12th day of September 1991


City Attorney

(SEAL)

CITY OF GLENDALE

BY *Luizler Bremberg*
Mayor

ATTEST:

AILEEN B. BOYLE

By *Jane R. Gaudwell*
Assistant City Clerk

APPROVED AS TO FORM this

9th day of September

[Signature]
City Attorney

(SEAL)

CITY OF PASADENA

By *Lick Cole*
Chairman of the Board
of Directors

ATTEST:

By *Marion M. Stewart*
City Clerk 11/4/91

APPROVED AS TO FORM this
25th day of October 1991

Victor J. Kralich
City Attorney

(SEAL)