April 3, 2025

CALL AND NOTICE OF A REGULAR MEETING OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTICE is hereby given that a regular meeting of the Operations and Development Committee will be held on Monday, April 7, 2025, at 8:30 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

In addition to attending the meeting in person, members of the public may observe the meeting telephonically and may offer comment in real time through the following number:

Dial In: (818) 862-3332

Terri Williams, Board Secretary
Burbank-Glendale-Pasadena Airport Authority

REGULAR MEETING
OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
Airport Skyroom
Monday, April 7, 2025
8:30 a.m.

The public comment period is the opportunity for members of the public to address the Committee on agenda items and on airport-related non-agenda matters that are within the Committee's subject matter jurisdiction. At the discretion of the presiding officer, public comment on an agenda item may be presented when that item is reached

Members of the public are requested to observe the following decorum when attending or participating in meetings of the Committee:

- ***Turn off cellular telephones and pagers.***
- ***Refrain from disorderly or boisterous conduct, including loud, threatening, profane, or abusive language, clapping, whistling, stamping, or other acts that disrupt or otherwise render unfeasible the orderly conduct of the meeting.***
- ***If you desire to address the Committee during the public comment period, fill out a speaker request card and present it to the Board Secretary.***
- ***Confine remarks to agenda items or to airport-related non-agenda matters that are within the Committee's subject matter jurisdiction.***
- ***Limit comments to three minutes or to such other period of time as may be specified by the presiding officer.***

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The following activities are prohibited:

- ***Allocation of speaker time to another person.***
- ***Video presentations requiring use of Authority equipment.***

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Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Committee less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 N. Hollywood Way, Burbank) in the administrative office during normal business hours.

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In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Board Secretary at (818) 840-8840 at least 48 hours prior to the meeting.

A G E N D A

Monday, April 7, 2025

1. Roll Call
2. Approval of Agenda
3. Public Comment
4. Approval of Minutes
   a. March 17, 2025 ***[See page 1]***
5. Items for Approval
   a. Award of DAS-WIFI Concession Agreement ***[See page 4]***

      Staff seeks a recommendation from the Operations and Development Committee to the Commission to award a proposed Cellular Carrier Neutral Host Distributed Antenna System and Public Wireless System ("WIFI") Concession Agreement for the Replacement Passenger Terminal Project to Boingo LLC.

   b. Award of Professional Services Agreement
      On-Call Project Management/Construction Management for Airfield Projects
      Task Order No. 1 Authorization ***[See page 8]***

      Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission to award a Professional Services Agreement ("Agreement") for on-call project management and construction management services to KDG Construction Consulting ("KDG"), in the not-to-exceed amount of $750,000. The proposed Agreement with KDG will be for airfield projects and will be task-order based for a term of one-year with two one-year extension options available to the Authority. Staff is also seeking the Committee's recommendation to authorize the issuance of the first task order for a not-to-exceed amount of $462,301 for construction management services in conjunction with the recently awarded Runway Shoulder Blastpad Rehabilitation project.
6. Items for Discussion
   a. Transition from Aqueous Film-Forming Foam to Fluorine-Free Foam
      Aircraft Rescue and Firefighting ***[See page 12]***

      The purpose of this staff report is to provide the Operations and Development Committee with an update on the required transition from Aqueous Film-Forming Foam ("AFFF") to Fluorine-Free Foam for Aircraft Rescue and Firefighting fire suppression applications. This transition is being mandated due to the increased environmental and health concerns regarding the long-term effects from pre and polyfluoroalkyl substances found in AFFF formulations.

7. Items for Information

    a. Committee Pending Items ***[See page 15]***

8. Adjournment

MINUTES OF THE REGULAR MEETING OF THE OPERATIONS AND DEVELOPMENT COMMITTEE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

MONDAY, MARCH 17, 2025

A regular meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:30 a.m., by Commissioner Hampton.

1. ROLL CALL

Present:	Commissioners Hampton and Talamantes
Absent:	Commissioner Asatryan
Also Present:	Staff: John Hatanaka, Executive Director; Scott Kimball, Deputy Executive Director, Business Development; Stephanie Gunawan-Piraner, Deputy Executive Director, Planning and Development

2. Approval of Agenda

Motion	Commissioner Talamantes moved approval of the agenda; seconded by Commissioner Hampton.
Motion Approved	The agenda was approved (2-0, 1 absent).

3. Public Comment — There were no public comments.

4. Approval of Minutes

a. February 18, 2025	The agenda packet included a draft copy of the February 18, 2025, special Committee meeting minutes for review and approval.
Motion	Commissioner Talamantes moved approval of the minutes; seconded by Commissioner Hampton.
Motion Approved	There being no objection, the motion was approved (2-0, 1 absent).

5. Items for Approval

a. Award of Parking Access and Revenue Control System Maintenance Service Agreement

Staff sought a recommendation from the Operations and Development Committee to the Commission to approve a Parking Access and Revenue Control System Maintenance Agreement Agreement ("Agreement") with SKIDATA Inc. ("Skidata") for a 20-month period. Due to the transition to the Replacement Passenger Terminal, the Agreement is based on an annual fee for the first year and transitions to a month-to-month fixed fee thereafter.

The current contract with Skidata expires on April 18, 2025, the first year of the proposed Agreement would begin on April 19, 2025, for a cost of $184,826. The second year of the Agreement would commence on April 19, 2026, for a fixed monthly fee of $15,864 through December 31, 2026. If required, the proposed Agreement provides for the contract to be extended beyond December 31, 2026, on a month-to-month basis.

Motion

Commissioner Talamantes moved approval of the motion; seconded by Commissioner Hampton.

Motion Approved

There being no objection, the motion was approved (2-0, 1 absent).

b. Award of Construction Contract for Runway Shoulders and Blast Pad Rehabilitation and Approval of CEQA Exemption Determination Project Number (E24-13)

Staff sought an Operations and Development Committee recommendation to the Commission that it:

i) Award a construction contract in the amount of $4,484,484 to Griffith Company,
ii) Authorize a project budget for internal project management and administration for a not-to-exceed amount of $98,000,
iii) Award a Change Order to the Professional Services Agreement for RDM International, Inc. in the amount of $94,801 to perform construction administration services,
iv) Authorize a project contingency of $600,000, and
v) Authorize Staff to file a CEQA Notice of Exemption for the project.

Motion

Commissioner Hampton moved approval of the motion; seconded by Commissioner Talamantes.

Motion Approved

There being no objection, the motion was approved (2-0, 1 absent).

6. Items for Information

a. Committee Pending Items

Staff informed the Committee on future pending items that will come to the Committee for review.

7. Adjournment

There being no further business to discuss, the meeting was adjourned at 8:50 a.m.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
APRIL 7, 2025

AWARD OF DAS-WIFI CONCESSION AGREEMENT

Presented by Scott Kimball
Deputy Executive Director, Business Development

SUMMARY

Staff seeks a recommendation from the Operations and Development Committee ("Committee") to the Commission to award a proposed Cellular Carrier Neutral Host Distributed Antenna System ("DAS") and Public Wireless System ("WIFI") Concession Agreement for the Replacement Passenger Terminal ("RPT") Project to Boingo LLC ("Boingo").

BACKGROUND

A DAS is a network of strategically placed antennas designed to enhance cellular coverage and capacity within large or complex structures, such as airports. Traditional cell towers often struggle to penetrate dense building materials and to support high user demand, leading to dead zones and unreliable service. A DAS mitigates these issues by amplifying and distributing signals throughout the terminal, concourses, parking structures, and electric vehicle ("EV") charging stations. This is especially critical in an airport environment, where reliable communication is essential for passengers, airline operations, security personnel, and emergency responders. Additionally, as airports expand their infrastructure to support EV charging, a robust DAS ensures that drivers using these stations have uninterrupted connectivity for payment processing, navigation, and vehicle management. By delivering consistent, high-quality cellular coverage across all carriers, a DAS improves communication, operational efficiency, and passenger satisfaction, making it an essential component of modern airport infrastructure.

A third party neutral host DAS provider onboards network cellular carriers by building, owning, and operating shared wireless infrastructure, allowing multiple carriers to access and utilize the DAS for enhanced coverage and capacity within a specific area, such as a building. Neutral host DAS providers invest in and maintain the DAS infrastructure, including antennas, amplifiers, and cables, which is then shared among multiple carriers. The neutral host provider enters into agreements with cellular carriers to allow them to access and utilize the DAS for signal amplification and distribution. Carriers must authorize the use of their signals and provide necessary signal source equipment (e.g., base station units or small cells) to connect to the DAS.

With the selection of the "Icon" design concept for the RPT "a statement of arrival" for the traveling public is one of the goals of the project. To support and enhance the customer experience, staff researched and learned that airports are finding benefits of the technology using DAS and coupling it a public WIFI system to enhance the customer experience. Based on this, staff sought and made known to DAS-WIFI providers that the Authority's goal is to develop systems that will deliver an exceptional customer experience, meet the diverse needs and preferences of the Airport's broad customer base while complementing the RPT theme of "a statement of arrival".

In the spring of 2024, staff began the development of a Request for Proposals ("RFP") with the engagement of the consulting firm, Burns Engineering ("Burns"), which is a nationally respected provider of specialized engineering services, bringing highly technical, sought-after engineering expertise to complex transportation and critical infrastructure projects. Burns also provides these specialty engineering services for HPTJV on the RPT Project. For more than 60 years, over 100 aviation clients including Los Angeles International Airport, Orlando International Airport, LaGuardia Airport, and Philadelphia International Airport have relied on Burns for state-of-the-art innovation and rigorous engineering expertise. Ranked as a Top Workplace and ENR Top 500 Design Firm, Burns keeps pace with modern complex facility and systems requirements for information technology, security, and communications systems including DAS and WIFI. They have partnered with airports, airlines, architects, and contractors to deliver clients safe systems that provide world-class passenger experience to the traveling public.

Concession programs at U.S. Airports that receive federal funds are required to coordinate with the Federal Aviation Administration, Civil Rights Division ("FAA"). FAA has reviewed the language and terms of the RFP for the RPT DAS-WIFI systems and the proposed Concession Agreement.

PROCUREMENT PROCESS

On December 2, 2024, utilizing the PlanetBids system, Staff issued the RFP for the RPT DAS-WIFI systems.

On December 19, 2024, Staff conducted an pre-proposal teleconference. In attendance was Burns, Corgan and HPTJV to provide technical details of the RPT and how the DAS-WIFI systems are designed into the base building. A total of 89 people attended the teleconference, including 30 representatives from various companies. The tentative schedule is listed below.

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Procurement Phase	Date
RFP Issued by Authority	December 2, 2024
Pre-proposal Teleconference	December 19, 2024
Deadline for submission of written questions or requests for clarification	January 17, 2025
Proposals Due	February 14, 2025
Interviews (In-person at Airport)	March 13, 2025
Notice of Intent to Award	March 19, 2025
Award Recommendation to Authority Committee	April 7, 2025
Award Recommendation to Authority Commission	April 21, 2025
Service Commencement Date Target	April 22, 2025

RESPONSES TO THE RFP

The Authority through the PlanetBids system received 8 proposals for the DAS-WIFI systems. Upon review, six proposals were deemed to be responsive to the RFP requirements.

EVALUATION PROCESS

The evaluation criteria with a total of 150 points available are as follows:

- Firm and individual Professional Experience 10 pts)
- Proposal Solution and Features (15 pts)
- Project Plan and Schedule (10 pts)
- Proposal Pricing (40 pts)
- Training, Warranty and Maintenance (20 pts)
- Exhibit E- Additional Qualifications and Process Questions (5 pts)
- Interview (50 pts)

A four-person evaluation team reviewed the proposal based on the available points by each scoring category. The team consisted of staff from various departments across the airport.

Each member of the evaluation team independently reviewed and scored the proposals. All results were submitted to the Procurement Department which compiled the results. The final scoring results are listed below.

The six responding company's proposals are ranked for the DAS-WIFI systems as follows:

	SC-1 Firm & Individual Professional Exp.	SC-2 Proposal Solution & Features	SC-3 Project Plan & Schedule	SC-4 Proposal Pricing	SC-5 Training, Warranty & Maintenance	SC-6 Exhibit E	TOTAL PRE-INTERVIEWS	Interviews	
PTS AVAILABLE	**10**	**15**	**10**	**40**	**20**	**5**	**OUT OF 100**	**50**	
	SC-1	**SC-2**	**SC-3**	**SC-4**	**SC-5**	**SC-6**	**Pre-Interview Out of 100**		**TOTAL OUT OF 150 W/ INTERVIEWS**
American Tower	10	13	8	13	19	5	**68**	**22**	**90**
Bandwidth Logic	10	14	9	37	18	5	**93**	**33**	**126**
Boingo Wireless	10	15	10	40	19	5	**99**	**48**	**147**
Crown Castle	8	7	6	0	12	1	**34**		
Extent	7	6	4	6	12	1	**36**		
Verizon	7	7	7	18	14	2	**55**		

Based on the evaluation results, the recommendation for the RPT DAS-WIFI systems is Boingo. Boingo currently serves more than 120 major airports and transportation hubs, 70+ sports and entertainment venues, and are the largest provider of Wi-Fi to the United States military, connecting nearly 400,000 troops on 100+ military bases worldwide. With its Servicing Office located in Los Angeles, California, and its headquarters in Frisco, Texas, Boingo connects some of SoCal's most prominent venues, from modernizing the passenger journey at John Wayne Airport to revolutionizing the fan experience at Intuit Dome. Boingo has over 170 California-based employees and strong community ties through partnerships with organizations like the American Minority Advisory Council ("AMAC"), AMAC-Los Angeles, National Minority Supplier Development Council ("NMSDC"), and local chambers of commerce. Boingo offers the knowledge, resources, and commitment to deliver exceptional results and superior passenger experience.

DAS-WIFI DETAILS

- Minimum Annual Guarantee (“MAG”):
  - The higher of $120,000 or 50% of revenue share of actual sales.
- Annual MAG Escalator: 5%
- Term: 10 years (RPT Opening Date)
- Extension Option: One five-year option
- Upfront Payment: $75,000 at commencement of construction
- Carrier On-Boarding Payment: $125,000 per carrier (AT&T, T-Mobile, Verizon) upon execution of a carrier user agreement for a total of $375,000

This recommendation is the result of the RFP process which began in December 2024. The timeline for the award of this Concession Agreement was developed with the goal to complete the selection process by April 2025 to allow for the DAS-WIFI design, City of Burbank permitting and construction process which must be aligned with the base building development to meet May 2026 Temporary Certificate of Occupancy and the opening of the RPT in October 2026.

STAFF RECOMMENDATION

Staff seeks the Committee’s recommendation to the Commission to award the DAS-WIFI Concession Agreement to Boingo and authorize the President to execute the same.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
APRIL 7, 2025

AWARD OF PROFESSIONAL SERVICES AGREEMENT ON-CALL PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT FOR AIRFIELD PROJECTS TASK ORDER NO. 1 AUTHORIZATION

Presented by Stephanie Gunawan-Piraner
Deputy Executive Director, Planning and Development

SUMMARY

Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission to award a Professional Services Agreement ("Agreement") for on-call project management and construction management ("PM/CM") services to KDG Construction Consulting ("KDG"), in the not-to-exceed amount of $750,000. The proposed Agreement with KDG will be for airfield projects and will be task-order based for a term of one-year with two one-year extension options available to the Authority. Staff is also seeking the Committee's recommendation to authorize the issuance of the first task order for a not-to-exceed amount of $462,301 for construction management services in conjunction with the recently awarded Runway Shoulder Blastpad Rehabilitation project.

BACKGROUND

Staff identified the need for PM/CM services to provide airfield project and field oversight in the execution of various capital improvement projects. The proposed Agreement will provide on-call support to Staff to ensure the airfield construction projects are executed in accordance with the contract documents, on-schedule and within the approved budget. The proposed Agreement also includes quality assurance and contract compliance services.

An on-call contract for PM/CM services for airfield projects will allow the design and construction process to be undertaken quicker and more efficiently. The execution of the proposed Agreement, however, will not prevent Staff from issuing an RFP for PM/CM services for specific projects if doing so is in the best interest of the Authority.

The scope of work for the proposed Agreement includes:

- Project coordination and administration
- Cost and change management
- Schedule management
- Quality assurance inspection and testing activities
- Labor compliance monitoring and reporting
- Safety monitoring and inspection
- Project closeout

Per Section 2.7.2 of Federal Aviation Administration ("FAA") Advisory Circular 5100-14E, Airport sponsors may procure an architectural, engineering, or planning consultant for several projects through one procurement action. Following this guideline, a Request for Qualifications ("RFQ") was issued that included two types of projects: airfield projects and landside projects. The RFQ contained a list of potential specific projects including Taxiway A/C Extension (airside), Runway 8-26 Keel Reconstruction (airside), Southeast Quadrant Reconfiguration (landside) and additional as-needed projects not funded by federal grants (airside/landside). This RFQ allowed respondents to propose for either airfield or landside-projects. Under this staff report, Staff is seeking consideration to award a contract for PM/CM services for airfield projects. A separate request for a contract award for PM/CM services for landside projects will be presented to the Committee for its consideration at a later date.

PROCUREMENT

Staff publicly solicited responses to the RFQ via the Authority's PlanetBids e-procurement website in March 2024. Upon issuance of the RFQ in March 2024, a notification was released to 687 firms. RFQ documents were downloaded by 110 firms. The RFQ advertisement was also posted through the LA Times, Burbank Chamber of Commerce, and the Glendale Chamber of Commerce, reaching over 7,700 active members. The Pasadena Chamber of Commerce did not respond to Staff's inquiry regarding the posting of the advertisement.

A mandatory pre-SOQ conference was held on March 19, 2024, with 32 in-person attendees and 45 remote attendees. In May 2024, Staff received Statements of Qualifications ("SOQ") for PM/CM services for airfield projects from four responsive teams. The four teams, listed in alphabetical order by prime consultant, are as follows:

- C2PM
- SG Engineering Solutions, Inc.
- JOA Group
- KDG Construction Consulting

A four-member selection committee, comprised of staff from the Engineering and Development group, as well as one staff member from a peer airport, reviewed the SOQs based on the following selection criteria:

SC-1 Airport Project and Engineering Design Experience (30 points)
SC-2 Project Team Key Personnel (30 points)
SC-3 Understanding of Project Challenges and Implementation (20 points)
SC-4 Current Workload and Demonstrated Ability to Obtain Necessary Support for the Project (10 points)
SC-5 Familiarity with Geographic Location of the Project (10 points)

Based on the SOQ evaluation, Staff observed a significant score separation between the top two firms and the others. That gap created a logical cutoff to shortlist KDG and C2PM. The two firms were then invited for interviews in June 2024. The interview process included a presentation by each firm, followed by Q&A. The scoring of the proposals and interviews, ranked from highest to lowest, was as follows:

	SOQ	Interview	Total
Maximum Points Possible	100	100	200
KDG Construction Consulting	93	88	181
C2PM	87	71	158
SG Engineering Solutions	71	-	-
JOA Group	64	-	-

SELECTION PROCESS

Based on a comprehensive evaluation of the SOQs and in-depth interviews, KDG was identified as the highest-ranked firm, offering the highest qualifications and understanding of the project and relevant experience in the operational environment at the airport. Established in 1980, KDG is a Minority and Women-Owned Business Enterprise (MBE /WBE) located in Glendale, with a staff of project and construction management professionals. KDG brings a robust aviation portfolio that includes projects at Los Angeles International, Van Nuys Airport, and Long Beach Airport. The firm demonstrated a deep understanding of the complexity of ensuring that construction progresses safely and efficiently while keeping the airfield operational. KDG has demonstrated experience working in airports with complex airfield configurations. The firm has also done extensive work with Burbank Water and Power, Los Angeles Department of Water and Power, and Los Angeles County Metropolitan Transportation Authority.

FEE NEGOTIATIONS

The first construction project that Staff requires support for is the Runway Shoulder Blastpad Rehabilitation project, which was presented to the Committee at its meeting on March 17, 2025. For this project, which is estimated at $6,000,000, Staff needs qualified support for construction management, construction inspection, construction document controls, labor compliance as well as quality assurance technicians and inspectors. Following FAA guidelines, Staff initiated fee negotiations with KDG after the firm was identified as the highest qualified respondent. Upon receiving the firm's initial price proposal, Staff performed a fee analysis to establish a fair and current market value for the scope of work and to identify efficiencies that can be realized to reduce costs. At the completion of the fee negotiations, KDG submitted a revised final fee proposal of $462,301 to provide PM/CM services for this project.

Task orders for construction management services for other projects will be issued as needed. Appropriation requests for the future years will be included in subsequent fiscal years and are not to exceed the $750,000 total contract limit. In addition, should any task order require funding greater than $75,000, Staff will return to the Committee for a recommendation and to the Commission for approval.

FUNDING

For the Runway Shoulder Blastpad Rehabilitation, the approximate $6 Million project will be funded utilizing $3.8 Million from an already approved Passenger Facility Charge (“PFC”) Application with the balance to be initially Authority-funded pending FAA approval of a PFC Amendment application submitted for this project. The scope of work and support services not completed in FY 2025 will be included in the FY 2026 budget development request.

STAFF RECOMMENDATION

Staff requests the Committee’s recommendation to the Commission that it award KDG the proposed Agreement for on-call PM/CM services for airfield projects in the not-to-exceed amount $750,000, and that it authorize the first task order for these services to support the Runway Shoulder Blastpad Rehabilitation project for a not-to-exceed $462,301.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
APRIL 7, 2025

TRANSITION FROM AQUEOUS FILM-FORMING FOAM TO FLUORINE-FREE FOAM AIRCRAFT RESCUE AND FIREFIGHTING

Presented by Chief Lewis Pianka
Airport Fire Department

SUMMARY

The purpose of this staff report is to provide the Operations and Development Committee ("Committee") with an update on the required transition from Aqueous Film-Forming Foam ("AFFF") to Fluorine-Free Foam ("F3") for Aircraft Rescue and Firefighting ("ARFF") fire suppression applications. This transition is being mandated due to the increased environmental and health concerns regarding the long-term effects from pre and polyfluoroalkyl substances ("PFAS") found in AFFF formulations.

BACKGROUND

Federal Aviation Administration ("FAA") Part 139 certified airports are required to provide ARFF services for air carrier operations. These airports must address ARFF training, ARFF vehicles, and other aviation fire and rescue requirements. AFFF is one of the tools used in ARFF fire suppression applications. AFFF is a synthetic foam designed for flammable liquid fires, also called Class B fires. This foam contains PFAS that serve as surfactants to spread the foam to cool and suppress the fire. PFAS are the active ingredient in Class B fluorinated foams. AFFF is extremely effective, however, it has been identified as a major source of PFAS pollution in California and around the world.

Last year the Airport Fire Department ("AFD") began preparations to transition from AFFF to F3, as well as the remediation of the AFFF/PFAS, with the anticipated delivery of a new replacement ARFF vehicle. Items that needed to be addressed are the remaining AFFF inventory as well as the cleaning of the ARFF vehicle fleet tanks in order to transition to the F3 suppression agent.

The current inventory of the ARFF agents is:

- 750 gallons of AFFF over 4 vehicles and surplus stock
- 920 gallons of F3 on hand for transition procured in November
- 1 new ARFF vehicle equipped with F3 currently

ACTION ITEMS

The first item to be addressed is the cleaning of the ARFF vehicle tanks to ensure the AFFF elements are eliminated prior to the introduction of F3 into the vehicles.

There are four cleaning processes available. These are listed below:

- Triple wash with PurflorAd technology[1]
- Single water rinse
- Triple hot water rinse
- Water rinse followed by a cleaning solvent.

[1]PurflorAd is a patented PFAS-impacted water treatment technology that involves mixing the aqueous phase PFAS which drops out up to 99% of the anionic PFAS thereby resulting in the removal of the PFAS compound.

FAA's Part 139 Certification Alert 24-05 requires at least a single water rinse of the entire system.

The second item to be addressed is the destruction of the current AFFF inventory. The methods and means available for this are:

- Deep well injection
- Long-term storage incineration
- Some landfills will accept the AFFF
- Super Critical Water Oxidation method[2]

[2]Super Critical Water Oxidation is a process that can be utilized to destroy hazardous waste compounds involving high temperature water that is under high pressure.

REMEDIATION TIMELINE

AFD was made aware that San Bernardino Airport's transition to the F3 suppression agent has been delayed. To maintain its operation, San Bernardino Airport needs a supply of AFFF, which is no longer available for purchase in California. AFD is in discussions for the Authority's remaining AFFF concentrate inventory to be transferred to San Bernardino Airport. By donating the remaining AFFF inventory the Authority can avoid the remediation cost.

San Bernardino Airport also has expressed an interest in obtaining the ARFF vehicle that the Authority is in the process of retiring. As this and the other ARFF vehicles in the Authority's fleet were acquired with federal funds, Staff contacted the local FAA office for disposal options. Normally, an auction is undertaken and funds from the sale are returned to FAA as an offset against the original grant. However, given the age and small remaining value of this vehicle, FAA has agreed that a donation instead of an auction to an appropriate agency would be acceptable.

Staff is currently in discussions with San Bernardino Airport to donate both the remaining AFFF concentrate inventory and the retired ARFF vehicle with the appropriate waivers and releases.

REMAINING ISSUES

The Authority's fleet of ARFF vehicles is made up of four units. Of the four, the recently acquired ARFF vehicle was delivered with the approved AFFF replacement, F3, and is compliant with the new regulations. The remaining three units require decontamination and certification to accept F3. Staff is working with the Procurement Department to contract for this service which is expected to be completed prior to the end of this fiscal year.

Staff will update the Committee on the progress of potential donation of the remaining AFFF inventory and ARFF vehicle as well as the cleaning of the current ARFF vehicle fleet.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
APRIL 7, 2025

COMMITTEE PENDING ITEMS

Future	Tentative Presentation
1. Power Lift Aircraft (Air Taxi)	April 21
2. Award of Contract - Design Services; Airside	TBD

PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / KDG Construction Consulting, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated April 21, 2025 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and KDG Construction Consulting, Inc. ("Consultant"), a California corporation.

R E C I T A L S

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: project and construction management services for airside projects.

B. Consultant represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. "Airport Rules and Regulations": July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. "Commencement Date": April 21, 2025.

C. "Contract Administrator": Stephanie Gunawan-Piraner or a duly authorized designee.

D. "Contract Limit": $750,000.

E. "Executive Director": John T. Hatanaka or a duly authorized designee.

F. "Expiration Date": April 20, 2026, unless extended as provided below.

G. "Federal Requirements" the federal requirements set forth in the attached Exhibit E, which requirements are applicable to projects funded by an Airport Improvement Program grant from the Federal Aviation Administration.

H. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.

I. "Indemnitees": the Authority, TBI, the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.

J. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.

K. "Labor Code Requirements": the Labor Code requirements set forth in the attached Exhibit D.

L. "Services": the tasks set forth in the attached Exhibit A.

M. "TBI": TBI Airport Management, Inc.

2. Services.

A. Consultant shall perform the Services on a Task Order basis. No work shall commence without a corresponding Task Order executed by the parties. No change to the scope of work, schedule, or compensation specified in a Task Order shall be valid unless authorized by a Task Order amendment executed by the parties.

B. Consultant shall perform the Services in a timely, regular basis in accordance with the Federal Requirements and applicable laws. Time is of the essence in the performance of this Agreement.

C. Consultant shall perform all work to professional standards and in a manner reasonably satisfactory to the Authority. Consultant shall consult the Contract Administrator for any decisions that must be made by the Authority. Consultant shall promptly notify the Contract Administrator of any unsafe condition that Consultant discovers at the Airport.

D. In the event any claim is brought against the Authority relating to Consultant's performance of the Services, Consultant shall provide any reasonable assistance and cooperation that the Authority might require.

3. Term.

A. This Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless earlier terminated.

B. If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 15 days prior written notice to the other party.

C. The Authority shall have two options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The extension options may be exercised sequentially or concurrently. To exercise an extension option, the Authority shall give written notice to Consultant at least 30 days prior to the then-scheduled expiration date.

4. Compensation.

A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Limit.

B. Consultant shall submit monthly invoices to the Authority for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 10 business days of receipt of each invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

5. Prevailing Wage Acknowledgement. The Authority and Contractor acknowledge that some tasks in the Services are a "public works project" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.). Contractor shall comply with the Labor Code Requirements.

6. Independent Contractor Status. Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

7. Airport Rules and Regulations. Consultant shall comply with the Airport Rules and Regulations. Consultant acknowledges that the Airport Rules and Regulations are available on the Authority's webpage (hollywoodburbankairport.com), and Consultant may obtain a hard copy from the Authority upon request. Violations of the Airport Rules and Regulations by Consultant or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

8. Examination and Audit. Pursuant to Government Code Section 8546.7, the parties are subject to the examination and audit of the California State Auditor, at the Authority's request or as part of any audit of the Authority, for a period of three years after final payment under this Agreement.

9. Work Product Ownership. All reports, documents, or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Authority without limitation upon use or dissemination by the Authority.

10. Confidentiality. Consultant shall preserve the confidentiality of all nonpublic data, documents, discussion or other information that is developed or received by it in connection with this Agreement. Consultant shall not disclose such information without the prior written authorization of the Executive Director. Upon request, all Authority data shall be returned to the Authority at expiration or termination of this Agreement. Consultant's obligations under this section shall survive expiration or termination of this Agreement.

11. Conflict of Interest. Consultant shall not maintain or acquire any financial interest that may be affected by the Services. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with the Services.

12. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall indemnify and hold the Indemnitees harmless from and against any and all claims, demands, damages, liabilities, losses, costs, or expenses, including reimbursement of reasonable attorneys' fees and costs of defense (collectively "Claims") to the extent caused by the negligence, recklessness or willful misconduct of Consultant, its officers, employees, subcontractors or agents (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional" as the term is defined under Civil Code Section 2782.8(c).

B. Other Indemnities. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs or expenses, including reasonable attorneys' fees and costs of defense (collectively, "Damages"), in law or equity, to the extent caused by the acts or omissions of Consultant, its officers, employees, subcontractors, or agents (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement except for such loss or damage arising from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any such Damages with counsel reasonably acceptable to the Authority, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith or in enforcing the indemnity herein provided.

C. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or the Indemnitees.

D. All duties of Consultant under this section shall survive termination or expiration of this Agreement.

13. Insurance. Without limiting Consultant's defense, hold harmless, and indemnification obligations under this Agreement, Consultant shall maintain policies of insurance as specified in the Insurance Requirements.

14. Suspension. The Contract Administrator may suspend all or any part of the Services for the Authority's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Consultant.

15. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's

regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

Authority	Consultant
Burbank-Glendale-Pasadena Airport Authority	KDG Construction Consulting, Inc
2627 Hollywood Way	1025 N. Brand Blvd. Suite 300
Burbank, CA 91505	Glendale, CA 91202
Attn: Stephanie Gunawan-Piraner	Attn: Brittany Storozinski
E-mail: sgunawan-piraner@bur.org	E-mail: bstorozinski@kdgcc.com

16. Assignability. Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Consultant from utilizing subcontractors identified in Consultant's proposal for the Services. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

17. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

18. Exhibits. Exhibits A through E are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A through D, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit E, the provisions of Exhibit E shall prevail.

19. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

20. Incorporation of Task Orders. Executed Task Orders are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of a Task Order, the provisions of this Agreement shall prevail.

21. Counterpart Originals. This Agreement may be executed in counterpart originals.

22. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

KDG Construction Consulting, Inc.

By: _____

Print Name: Lydia H. Kennard

□ Chairperson ☒ President □ Vice President

By: _____

Print Name: Brittany Storozinski

☒ Secretary □ Asst. Secretary
□ Chief Finance Officer □ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

Burbank-Glendale-Pasadena Airport Authority

_____
President

Approved as to form:

_____
Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Scope of Services

(attached)

1. Project Coordination and Administration

1.1 Provide Project/Construction Management plan clearly identifying each team member's role and responsibilities, as well as details of management procedures and processes, including reporting.
1.2 Monitor and document activities to ensure contract conformance and adherence to Authority project objectives, schedules, plans and specifications, conditions of approval, and CEQA mitigation measures, as needed, including recommendation of appropriate response.
1.3 Provide project strategy/approach recommendations for projects.
1.4 Provide site logistics coordination and interface including development and/or review of phasing.
1.5 Perform constructability and serviceability reviews and provide recommendation of substantial and final completion dates.
1.6 Coordinate with Engineer, contractor, stakeholders, Authority, and other consultants to resolve issues.
1.7 Coordinate or oversee coordination with agencies having jurisdiction, utility companies and public/private agencies, including impact analysis, oversight, and shut down of utilities.
1.8 Prepare Authority, FAA, TSA, and other periodic status reports and be prepared to present.
1.9 Conduct preconstruction conference, weekly construction meetings, tenant, and other coordination meetings with meeting minutes distribution. Document significant conversations/situations along with site visits.
1.10 Conduct meetings and make presentations to all stakeholders, Authority, regulatory agencies, and others.
1.11 Track and monitor all permits related to construction to mitigate permit violations/gaps.
1.12 Manage requests for information, submittals, samples, and shop drawings.
1.13 Review SWPPP, coordinate, and inspect all required BMPs to ensure installed and appropriately maintained at site and ensure compliance with Authority's Clean Construction Policy.
1.14 Receive and distribute all construction related documents during the construction and be responsible for cataloging, distributing, and filling all construction project documentation in the Program Management Software system.
1.15 Track all construction documentation and the actions required for each document as well as daily and regular inspection reporting.
1.16 Provide regular reporting on progress of design and construction. For AIP projects, use relevant FAA monitoring forms.

2. Cost/Change Management

2.1 Measure and document construction pay quantities, review progress payment applications for work completed and compliance with contract requirements, and provide recommendations for approval.
2.2 Provide forecasting against approved budget and provide weekly reporting.
2.3 Actively identify and track exposure, opportunity, or other potential contract changes for each component and initiate the draft change orders for approval and subsequent processing.
2.4 Review change order requests for merit and reasonableness. Evaluate inconsistencies in pricing and quantities and provide an independent fee estimate. Perform contract negotiations (contract change orders, contract durations and delay claims, scope changes, etc.)
2.5 Prepare change orders and supplemental agreement (for FAA grants), if required.
2.6 Assist Authority Staff with negotiations and conduct dispute resolution.
2.7 Conduct value management studies, provide or suggest value engineering and review.

3. Schedule Management

3.1 Develop, track, analyze, and update project-level schedule for all components to maintain control over duration of the project and to ensure compliance with the contract.
3.2 Monitor actual schedule against baseline and updated schedule.
3.3 Perform construction delay claims analysis.

4. Quality Management

4.1 Review and ensure compliance with approved project Quality Management Plan (QMP).
4.2 Coordinate, manage, and conduct quality assurance and materials testing, and special inspection activities. Provide continuous construction inspection services. For vertical projects provide inspectors well versed in vertical construction and, if appropriate, ICC certified. For airfield projects provide inspectors well versed in airfield construction.
4.3 Provide recommendation to the Authority regarding program management software for project. The software/program must be user-friendly with all the required business processes that will track design and construction costs, schedule, progress, submittals, request for proposals, etc.
4.4 Maintain files associated with the inspection and observance of construction, including field reports, construction photos, test reports, safety reports, correspondence, samples, etc. Files shall be integrated into program management software, where appropriate.

5. Risk Management

5.1 Develop and manage Risk Management Plan/Risk Register
5.2 Analyze, monitor, and provide recommendations for reduction, avoidance, or mitigation of risk and assist Authority in implementation.

6. Labor Compliance

Perform all administrative and investigative services to monitor contractor payroll records of all consultants/contractors and their subconsultants/subconsultants, including:

6.1 Gather information from all tiers to provide labor compliance monitoring services.
6.2 Prepare all required state and federal required reporting, including monthly Labor Compliance report/discrepancy report containing all pending issues and their status.
6.3 Complete final project report stating contractor payroll compliance and conformance to all labor program requirements.
6.4 Obtain applicable state and federal wage classification decisions. Ensure that Davis- Bacon and other applicable labor/ wage posters are on site in conspicuous locations and protected from weather.
6.5 Attend prebid and preconstruction meetings and present local, State, and Federal labor compliance, and general project requirements regarding prevailing wages and DBE requirements. Obtain signature of requirements briefing. Attend project meetings when requested.
6.6 Review and audit payroll, fringe benefits records, and certified wage submissions for completeness and accuracy. Ensure employees including apprentices/trainees are paid weekly and in accordance with applicable prevailing wage or Davis-Bacon wage determination specific to that project. Monitor workforce utilization for labor compliance and reconcile certified payrolls, at a ratio and frequency required by applicable labor program regulations.
6.7 Review the ratio of apprentices/trainees that are working on projects for conformance. Verify registration of apprentices and trainees in the approved apprenticeship programs.

6.8 Conduct regular site visits and interviews.
6.9 Ensure contractor is not in violation of Copeland " Anti- Kickback" Act.
6.10 Notify Authority, project manager, and prime contractor monthly in writing of any labor discrepancies or suspected violations and define corrective actions to be taken, including restitution payments. Follow to resolution.
6.11 Document all labor compliance related to worker complaints received.
6.12 Provide guidance to Authority for Standards Enforcement Review, such as to enforce or withhold.

7. **Disadvantaged Business Enterprise Participation Monitoring**

7.1 Collect and review monthly DBE Utilization Reports submitted by prime consultants/contractors and track throughout the life of the contract.
7.2 Notify Authority of delinquent/inadequate DBE Utilization Reports and/or underutilization of DBEs or willful non-compliant with DBE utilization requirements and/or DBE Utilization Report submittal requirements.
7.3 Verify payments made to DBEs and ensure compliance with the Prompt Payment Provisions.
7.4 Work with Authority to evaluate DBE subcontractor substitution requests; evaluate GFEs submitted as proof of attempt to substitute a DBE with another DBE.
7.5 Review final report of DBE utilization submitted by prime contractor at contract closeout; record and report final DBE attainment percentage.

8. Safety Monitoring

8.1 Become familiar with Authority's SMS Program and documentation and provide safety reporting to Authority
8.2 Provide safety compliance monitoring and contractor safety oversight.
8.3 Perform regular safety inspections for the project construction.
8.4 Assist Authority with investigating safety issues/incidents and provide recommendations for safety enhancements.

9. Project Closeout

9.1 Coordinate punch-list, final inspection (FAA when applicable) testing and commissioning, activation, record drawings, and others.
9.2 Receive/verify certificates, warranties, maintenance and operation manuals and other data required for operation are received and correct.
9.3 Review record drawings for general compliance and consistency to ensure a complete package of records drawings will be available digitally to Authority. Perform record transfer of all documents.
9.4 Manage and coordinate the turnover of spare parts and/or attic stock items.
9.5 Manage and coordinate the required training for installed equipment.
9.6 Prepare Final Project and Final Construction Reports from design and construction information.

EXHIBIT B
Fee Schedule

(attached)

KDG Construction Consulting

3/27/2025

KDG Fee Schedule and Multiplier

Multiplier Breakdown

Labor	1.00
2023 Overhead Rate	1.16
	2.16
Profit (10%)	0.22
Multiplier	2.38

Contract Caveats for Rates:

Overhead Rate Adjustments: The overhead rate is subject to change as new rates become available for 2024, 2025, and subsequent years. Adjustments will be based on the latest published rates at the time of project execution.

Annual Cost of Living Increase: A 3% cost of living adjustment will be applied to labor rates annually, effective on the anniversary of the Notice to Proceed date each year, to account for inflation and market conditions.

Rate Negotiation: All rates, including labor and overhead, will be subject to negotiation based on the latest overhead rate in place at the time of project negotiation. Rates will be reviewed and finalized in alignment with prevailing industry standards and negotiation with Burbank.

Title	Firm	Direct Labor Rate		
		Year 1	Year 2	Year 3
Administrative I	KDG	$ 35.00	$ 36.05	$ 37.13
Administrative II	KDG	$ 45.00	$ 46.35	$ 47.74
Administrative III	KDG	$ 50.00	$ 51.50	$ 53.05
Document Control I	KDG	$ 65.00	$ 66.95	$ 68.96
Document Control II	KDG	$ 75.00	$ 77.25	$ 79.57
Document Control III	KDG	$ 85.00	$ 87.55	$ 90.18
Estimator I	KDG	$ 75.00	$ 77.25	$ 79.57
Estimator II	KDG	$ 90.00	$ 92.70	$ 95.48
Estimator III	KDG	$ 105.00	$ 108.15	$ 111.39
Office Engineer I	KDG	$ 45.00	$ 46.35	$ 47.74
Office Engineer II	KDG	$ 55.00	$ 56.65	$ 58.35
Office Engineer III	KDG	$ 70.00	$ 72.10	$ 74.26
Project Engineer I	KDG	$ 60.00	$ 61.80	$ 63.65
Project Engineer II	KDG	$ 70.00	$ 72.10	$ 74.26
Project Engineer III	KDG	$ 80.00	$ 82.40	$ 84.87
Construction Manager I	KDG	$ 85.00	$ 87.55	$ 90.18
Construction Manager II	KDG	$ 90.00	$ 92.70	$ 95.48
Construction Manager III	KDG	$ 100.00	$ 103.00	$ 106.09
Construction Manager IV	KDG	$ 110.00	$ 113.30	$ 116.70
Construction Manager V	KDG	$ 120.00	$ 123.60	$ 127.31
Inspector I	KDG	$ 55.00	$ 56.65	$ 58.35
Inspector II	KDG	$ 65.00	$ 66.95	$ 68.96
Inspector III	KDG	$ 75.00	$ 77.25	$ 79.57
Airfield Inspector I	KDG	$ 80.00	$ 82.40	$ 84.87
Airfield Inspector II	KDG	$ 90.00	$ 92.70	$ 95.48
Airfield Inspector III	KDG	$ 100.00	$ 103.00	$ 106.09
Airside Scheduling	KDG	$ 70.00	$ 72.10	$ 74.26
Safety Manager I	KDG	$ 75.00	$ 77.25	$ 79.57
Safety Manager II	KDG	$ 85.00	$ 87.55	$ 90.18
Safety Manager III	KDG	$ 95.00	$ 97.85	$ 100.79
Site Logistics	KDG	$ 110.00	$ 113.30	$ 116.70
Subject Matter Expert	KDG	As negotiated		

EXHIBIT C
Insurance Requirements

1. Consultant shall obtain, provide, and maintain policies of insurance as specified below.

A. General Liability Insurance. Consultant shall maintain commercial general liability insurance in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

C. Professional Liability (Errors and Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Consultant shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.

D. Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least $1,000,000.

2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:

A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.

B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

D. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnitee before the Indemnitee's own insurance or self-insurance shall be called upon to protect it as a named insured.

F. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.

G. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority.

I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.

J. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees, or Consultant shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. The workers' compensation insurer agrees to waive all rights of subrogation against the Authority for injuries to employees of Consultant resulting from work for the Authority or use of the Airport.

3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimum specified above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

4. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of

subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

5. Consultant shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Consultant. Consultant shall monitor and review all such coverage, and Consultant assumes all responsibility for ensuring that such coverage is provided. Upon request, Consultant shall submit all subcontractor agreements to the Authority for review.

6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority in such event shall be promptly reimbursed by Consultant or the Authority shall withhold from its payments to Consultant an amount sufficient to pay that premium.

7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Consultant 90 days notice of such change. If such change results in substantial additional cost to Consultant, then the parties shall renegotiate Consultant's compensation.

EXHIBIT D
Labor Code Requirements

1. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Services are on file at the Airport and will be made available to any interested party on request. By initiating any Work, Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by these Contract Documents.

2. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty paid to the Authority, forfeit $200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Consultant or by any subcontractor.

3. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the Authority of the location of the records. Consultant has 10 days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the Authority, Consultant shall forfeit $100 for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

4. Consultant and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

5. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty paid to the Authority, forfeit $25 for each worker employed in the performance of the Services by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all

hours worked in excess of eight hours per day at not less than 1.5 times the basic rate of pay.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the Services, Consultant shall provide the Authority with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work, Consultant and each of its subcontractors shall submit to the Authority a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Consultant and subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Consultant or any subcontractor becomes debarred or suspended during the duration of this Agreement, Consultant shall immediately notify the Authority.

8. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

9. The Services are subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

10. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Consultant certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract."

EXHIBIT E
AIP Project Federal Requirements

References in this Exhibit to "Contractor" shall be deemed to refer to Consultant. Consultant shall: (i) insert these provisions in each lower tier contract; (ii) incorporate the requirements of these provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services; and (iii) be responsible for compliance with these provisions by any subcontractor, lower-tier subcontractor, or service provider.

1. Access to Records and Reports

Consultant must maintain an acceptable cost accounting system. Consultant agrees to provide the Authority, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. Breach of Contract Terms

A. Any violation or breach of terms of this contract on the part of Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

B. The Authority will provide Consultant written notice that describes the nature of the breach and corrective actions Consultant must undertake in order to avoid termination of the contract. The Authority reserves the right to withhold payments to Consultant until such time as Consultant corrects the breach or the Authority elects to terminate the contract. The Authority's notice will identify a specific date by which Consultant must correct the breach. The Authority may proceed with termination of the contract if Consultant fails to correct the breach by the deadline indicated in the Authority's notice.

C. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

4. <u>Civil Rights – Title VI Assurance</u>

A. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as

may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

5. Clean Air and Water Pollution Control

A. Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). Consultant agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

B. Consultant must include this requirement in all subcontracts that exceed $150,000.

6. Contract Workhours and Safety Standards Act Requirements

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such

laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

7. Copeland "Anti-Kickback" Act

Consultant must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Consultant and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each subcontractor must submit to the Authority, a weekly statement on the

wages paid to each employee performing on covered work during the prior week. The Authority must report any violations of the Act to the Federal Aviation Administration.

8. <u>Davis-Bacon Requirements</u>

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon

prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a

party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless

the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7.

Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

9. Certification of Offeror/Bidder Regarding Debarment

A. By submitting a bid/proposal under this solicitation, the offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

B. The successful offeror, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful offeror will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.

2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract.

C. If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

10. Disadvantaged Business Enterprises

A. Contract Assurance (49 CFR § 26.13) – The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;

2. Assessing sanctions;

3. Liquidated damages; and/or

4. Disqualifying the Contractor from future bidding as non-responsible.

B. Prompt Payment (49 CFR § 26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.

C. Termination of DBE Subcontracts (49 CFR § 26.53(f)) –

1. The prime contractor must not terminate a DBE subcontractor listed in response to the Disadvantaged Business Enterprises section of the solicitation for this Agreement (or an approved substitute DBE firm) without prior written consent of the Authority. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

2. The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent the Authority. Unless the Authority's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

3. The Authority may provide such written consent only if the Authority agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

4. Before transmitting to the Authority its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE

subcontractor, with a copy to the Authority, of its intent to request to terminate and/or substitute, and the reason for the request.

5. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Authority and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Authority should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Authority may provide a response period shorter than five days.

6. In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

11. Distracted Driving

A. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

B. In support of this initiative, the Authority encourages Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Consultant must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

12. Equal Employment Opportunity (EEO)

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with,

litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

13. Equal Employment Opportunity Specifications

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the

EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor’s obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor’s compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor’s obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to

community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and

female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf

of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of

requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

14. Domestic Preferences for Procurements

The offeror certifies by signing and submitting this proposal that, to the greatest extent practicable, the offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

15. Federal Fair Labor Standards Act

A. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

B. Consultant has full responsibility to monitor compliance to the referenced statute or regulation. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

16. Prohibition of Segregated Facilities

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

17. Occupational Safety and Health Act

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The

employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Consultant and subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

19. Termination of Contract

A. Termination for Convenience.

1. The Authority may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Authority, Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, Consultant must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

3. The Authority agrees to make just and equitable compensation to Consultant for satisfactory work completed up through the date Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Authority further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. Termination for Cause.

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective

date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a. Termination by Authority: The Authority may terminate this Agreement for cause in whole or in part, for the failure of Consultant to:

1. Perform the services within the time specified in this contract or by the Authority approved extension;

2. Make adequate progress so as to endanger satisfactory performance of the services; or

3. Fulfill the obligations of the Agreement that are essential to the completion of the services.

Upon receipt of the notice of termination, Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, Consultant must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Authority agrees to make just and equitable compensation to Consultant for satisfactory work completed up through the date Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Authority further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Authority determines Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Authority issued the termination for the convenience of the Authority.

b. Termination by Consultant: Consultant may terminate this Agreement for cause in whole or in part, if the Authority:

1. Defaults on its obligations under this Agreement;

2. Fails to make payment to Consultant in accordance with the terms of this Agreement;

3. Suspends the project for more than 180 days due to reasons beyond the control of Consultant.

Upon receipt of a notice of termination from Consultant, the Authority agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If the Authority and Consultant cannot reach mutual agreement on the termination settlement, Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Authority's breach of the contract.

In the event of termination due to Authority breach, Consultant is entitled to invoice the Authority and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by Consultant through the effective date of termination action. The Authority agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

20. Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), Consultant and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

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DAS & WI-FI CONCESSION AGREEMENT

FOR

HOLLYWOOD BURBANK AIRPORT

BETWEEN

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

AND

BOINGO LLC

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KEY CONCESSION AGREEMENT TERMS

(The table below is for convenience only. In case of conflict between the table below and the provisions of this Agreement, the provisions in this Agreement shall govern. Capitalized terms below have the meanings ascribed in Article 1.)

Agreement Date:	April 7, 2025	
Authority:	Burbank-Glendale-Pasadena Airport Authority *before RPT Opening Date* 2627 N. Hollywood Way Burbank, CA 91505 *after RPT Opening Date* 2827 N. Hollywood Way Burbank, CA 91505	
Concessionaire:	Boingo LLC *Headquarter Office:* 17 Cowboys Way, Suite 400 Frisco, TX 75034 *Servicing Office:* 10960 Wilshire Boulevard, Suite 2300 Los Angeles, CA 90024	
Leased Premises & Ancillary Locations	As depicted in Exhibit A and Exhibit B	Exhibits A, B
Expiration Date:	10th anniversary of RPT Opening Date, or if the Authority exercises extension option per Section 2.3, 15th anniversary of RPT Opening Date	Section 2.3
Concession Period:	RPT Opening Date to 11:59 p.m. on the Expiration Date or any earlier termination date	Section 2.4
Base Rent Commencement Date:	RPT Opening Date	Section 5.2
Base Rent:	• First Partial Fiscal Year: Gross Revenue Share • Each Fiscal Year: greater of (i) Gross Revenue Share or (ii) MAG • Final Partial Fiscal Year: greater of (i) Gross Revenue Share or (ii) prorated MAG	Section 5.2
MAG	• First Full Fiscal Year: $120,000 • Second full Fiscal Year and thereafter: 105% of MAG for the preceding Fiscal Year	Section 5.2

Gross Revenue Share:	50% of Gross Revenues	Section 5.2
Base Rent Due Dates:	In advance. First payment on RPT Opening Date. Thereafter, on the first day of each month, in an amount equal to 1/12 of MAG, plus supplemental payment (if any) based on Gross Revenue Share by the fifteenth of each month.	Section 5.2
Due dates for monthly and annual reports relating to Space Rent:	• Monthly Rent Report: fifteenth day after the close of each month • Annual Rent Report: 90 days after close of each Fiscal Year (or for the Final Partial Fiscal Year, 90 days following the Expiration Date)	Section 5.2; Section 5.4
Upfront Payment:	$75,000, due on the first Turnover Date (*i.e.*, the effective date of the first Notice to Proceed, allowing Concessionaire to commence construction at any Airport location)	Section 5.1(c)
Additional Rent:	Carrier On-Boarding Payments ($125,00 per carrier for up to $375,000 in aggregate), employee parking fees, utility charges, trash removal and recycling charges, and all other amounts (other than Base Rent) due under this Agreement	Section 5.3
Payment Method:	Automated Clearing House (ACH) or Electronic Fund Transfer (EFT) or other method designated by the Authority	Section 5.5
Performance Guarantee:	100% of MAG	Section 6.2
Build-Out Deadline:	With respect to the Leased Premises, the earlier of: (i) 120 days from the Turnover Date, or (ii) 60 days before the RPT Opening Date. With respect to each Ancillary Installation, the earlier of: (i) 30 days from the date on which a Notice to Proceed is issued for work at the related Ancillary Location; or (ii) 60 days before the RPT Opening Date.	Article 1, Section 10.3
Activation Delay Damages:	If the System is not fully operational by RPT Opening Date (except for minor portions as approved by the Authority), $600 per day	Section 12.3
Exhibits:	A – LEASED PREMISES B – ANCILLARY LOCATIONS C – DAS & WI-FI COVERAGE AREAS D – DAS SCOPE OF SERVICES E – WI-FI SCOPE OF SERVICES F – WI-FI OPERATIONAL STANDARDS G – ADVERTISING GUIDELINES H – CONCESSIONAIRE PROPOSAL I – FEDERAL REQUIREMENTS	

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DAS & WI-FI CONCESSION AGREEMENT

THIS DAS & WI-FI CONCESSION AGREEMENT ("Agreement") is dated April 7, 2025 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Boingo LLC ("Concessionaire"), a Delaware limited liability company.

RECITALS

A. The Authority is the owner and operator of Hollywood Burbank Airport (officially known as Bob Hope Airport) ("Airport"), a public land airport primarily located in Burbank, California.

B. Concessionaire desires to develop, install, and operate a multi-carrier neutral-host distributed antenna system and wi-fi network concession in the Replacement Passenger Terminal at the Airport as an essential service for passengers and other patrons using the Airport.

C. The Authority Commission has determined the necessity for this Agreement to further the policies and objectives stated in Public Utilities Code Section 21690.5 et seq., and has considered the factors specified in Section 21690.9.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1
DEFINITIONS

As used in this Agreement, unless a different meaning is clearly required, the following terms shall have the meanings set forth below. These definitions shall apply regardless of whether the term is capitalized.

Activation Delay Damages	As defined in Section 12.3(a).
Additional Rent	Any amount owed to the Authority pursuant to this Agreement or the CTDCM, other than Base Rent.
Advertisement Guidelines	The advertisement guidelines set forth in Exhibit D-6.
Airport	Hollywood Burbank Airport (officially known as Bob Hope Airport).
Airport Manager	Person engaged by the Authority to function as the manager of the Airport. As of the execution of this Agreement, the Airport Manager is TBI Airport Management, Inc., a Delaware corporation.
Airport Representative	An officer, employee, contractor, or consultant of the Authority or the Airport Manager acting in a professional capacity.

Airport Rules and Regulations	July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.
Airport Terminal	The Replacement Passenger Terminal (under construction as of the execution of this Agreement) in the northeast quadrant of the Airport, including all user movement areas, public areas, baggage claim areas, interconnecting hallways, and concourses.
Alterations	As defined in Section 19.1.
Ancillary Installations	Wiring, cables, antennas, other hardware or components of the System installed at the Ancillary Locations.
Ancillary Locations	Locations at the Airport where Concessionaire has a revocable license to install and maintain wiring, cables, antennas and other hardware or system components to support the System, as specified in Exhibit B.
Annual Rent Report	As defined in Section 5.4(a).
Approved Project	Planned but not completed Leasehold Improvements as approved by the Authority.
Authority	Burbank-Glendale-Pasadena Airport Authority.
Authority Commission	Burbank-Glendale-Pasadena Airport Authority Commission.
Authority Indemnitees	The Authority, the Airport Manager, the Cities of Burbank, Glendale, and Pasadena, and their respective officers, officials, directors, employees, agents, representatives, and volunteers.
Base Rent	As defined in Section 5.2.
Build-Out Deadline	With respect to the Leased Premises, the earlier of: (i) 120 days from the Turnover Date, or (ii) 60 days before the RPT Opening Date. With respect to each Ancillary Installation, the earlier of: (i) 30 days from the date on which a Notice to Proceed is issued for work at the related Ancillary Location; or (ii) 60 days before the RPT Opening Date.
Capital Investment Report	As described in Section 18.2.
Carrier On-Boarding Payment	As defined in Section 5.3(a)
Concession Period	From the RPT Opening Date to 11:59 p.m. on the Expiration Date or any earlier termination date.
Concessionaire	Boingo LLC, a Delaware limited liability company, or its successor or permitted assigns.

Concessionaire Agent	An employee, consultant, Subcontractor, licensee, vendor, affiliate, invitee, serviceperson, designer, architect, contractor, or other person who is performing services on behalf of or for the benefit of Concessionaire, regardless of location.
Construction Plan	Concessionaire's plan to construct and make installations at the Leased Premises and the Ancillary Locations, as approved by the Authority.
Continuous Basis	Twenty-four hours a day, every day of the year.
Coverage Area	The DAS Coverage Area or the Wi-Fi Coverage Area, or both, as context requires.
CTDCM	The Authority's Concession Tenant Design and Construction Manual.
DAS	Multi-carrier neutral-host distributed antenna system developed, installed , and operated by Concessionaire to serve the DAS Coverage Area.
DAS Coverage Area	As specified in Exhibit C.
Default Event	As defined in Section 13.1.
Discrete Component	As defined in Section 10.2(e).
Eligible Improvements	As defined in Section 16.6(a).
Executive Director	Burbank-Glendale-Pasadena Airport Authority Executive Director (or, in the absence of the Executive Director, such other Authority officer designated by the Authority Commission) or such person's designee.
Expiration Date	Date that this Agreement expires (unless earlier terminated pursuant to the terms hereof), which shall be: (i) the tenth anniversary of the RPT Opening Date, or (ii) if the Authority exercises its extension option pursuant to Section 2.3, the fifteenth anniversary of the RPT Opening Date.
FAA	Federal Aviation Administration.
Federal Requirements	The federal requirements set forth in Exhibit I, which requirements are applicable to contracts not funded by an Airport Improvement Program grant from the FAA.
Final Fiscal Year	The last full Fiscal Year of the Concession Period.
Final Partial Fiscal Year	That portion of a Fiscal Year commencing on July 1 following the Final Fiscal Year and ending on the last day of the Concession Period. If the end of the Concession Period falls on June 30, there shall be no Final Partial Fiscal Year.
First Full Fiscal Year	The first full Fiscal Year following the RPT Opening Date.

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First Partial Fiscal Year	The period commencing on the RPT Opening Date and ending on the following June 30.
Fiscal Year	July 1 through June 30.
Gross Revenue Share	As defined in Section 5.2(b).
Gross Revenues	All revenues generated by the operation of the System pursuant to this Agreement from all sources and all services performed by Concessionaire (by itself or through Concessionaire Agents), regardless of the point of origin or delivery of the order. Gross Revenues shall be broadly construed and shall include all revenues (whether in the form of monies or other consideration), from sponsorship, advertising, roaming partner fees, wholesale partner fees, other payments (whether pursuant to agreements described in Section 9.2(d) or other contracts, including contracts to provide private wireless internet to other Airport tenants as described in Section 9.2(e)), and other indirect sources. Gross Revenues exclude: (a) Sales taxes separately stated and collected from customers; (b) Cash or credit refunds given to customers for unperformed services purchased at the Airport. (c) Receipts in the forms of refund from the value of merchandise, supplies or equipment returned to shippers, suppliers or manufacturers. (d) Sale or trade-in value of any equipment or fixtures approved for removal by the Executive Director and owned Concessionaire. (e) Insurance proceeds received from the settlement of claims for the loss of or damages to Concessionaire's property at the Airport other than the proceeds from business interruption insurance. (f) Capital cost reimbursement received by Concessionaire from a service provider or carrier, provided that the Authority may review capital cost reimbursement proposals, and audit capital cost reimbursements. (g) Capital contributions, loan proceeds, or other revenues, proceeds or receipts of Concessionaire or its affiliates that do not arise from the charges and fees for use of, connection to, and advertising on the System.
Initial Ancillary Installations	As specified in Section 10.3(b).
Initial Improvements	As specified in Section 10.3(a).

Leased Premises	Locations at the Airport where Concessionaire has a leasehold interest where the major components to support the System will be installed, as specified in Exhibit A.
Leasehold Improvements	Improvements to the Leased Premises including the Initial Improvements and Alterations. Leasehold Improvements include equipment owned, installed, and affixed to the Leased Premises. Leasehold Improvements may include: mechanical, electrical, and plumbing work; floors, ceilings, demising walls, storefronts, and signage; and décor items, lighting fixtures, and built-in shelving.
MAG (Minimum Annual Guarantee)	During the Concession Period, the minimum dollar amount of Base Rent for a Fiscal Year, as further described in Section 5.2(c).
Monthly Payment	As defined in Section 5.2(d).
Monthly Period	The period commencing on the first day of a calendar month and ending on the last day of that calendar month.
Monthly Rent Report	The monthly report due pursuant to Section 5.2(e).
Net Book Value of Eligible Improvements	As defined in Section 16.6.
New Leasehold Improvements	As defined in Section 19.1.
Notice to Proceed	The written notice to Concessionaire by which the Authority allows Concessionaire to commence construction and installation of Leasehold Improvements and Ancillary Installations.
Performance Guarantee	As defined in Article 6.
Pre-Concession Period	As defined in Section 2.2.
Proposal	Concessionaire's February 14, 2025 proposal in response to the RFP, set forth in Exhibit H.
Removable Fixtures	Furniture, trade fixtures, or equipment installed in the Leased Premises by Concessionaire, or Ancillary Installations made by Concessionaire, but excluding those that have become such a part of the Leased Premises or the Ancillary Locations that they cannot be removed without causing substantial damage to the Leased Premises or the related Ancillary Locations.
Rent	Collectively, Base Rent and Additional Rent.
RFP (Request for Proposal)	Authority RFP No. ADM25-02.
RPT Design-Builder	Holder, Pankow, TEC - A Joint Venture, or a successor design-builder for the construction of the Airport Terminal as designated by the Authority.

RPT Opening Date	The first date on which the Airport Terminal is opened to the travelling public and serves commercial flights. As of the execution of this Agreement, the RPT Opening Date is anticipated to be October 13, 2026.
RPT Pre-open Test Period	The 60-day period before the RPT Opening Date.
RPT Program Manager	Jacobs Project Management Co., or a successor program manager for the construction of the Airport Terminal as designated by the Authority.
Subcontract	Contract between Concessionaire and a subcontractor for the subcontractor's undertaking of a portion of the design, installation, operation, or maintenance of the System.
Subcontractor	The counterparty to Concessionaire under a Subcontract.
Supplemental Payment	As defined in Section 5.2(e).
Sustainability Program	The Authority's program pertaining to environmental sustainability for operations at the Airport.
System	DAS and Wi-Fi System developed, installed, and operated by Concessionaire pursuant to this Agreement.
Testing Schedule	As defined in Section 10.2(e).
TSA	Transportation Security Administration.
Turnover Date	With respect to the Leased Premises, effective date of the Notice to Proceed allowing Concessionaire to take possession and commence construction and installation of Leasehold Improvements. With respect to an Ancillary Location, effective date of the Notice to Proceed allowing Concessionaire to commence construction and installation of the related Ancillary Installation.
Upfront Payment	As defined in Section 5.1(c).
Wi-Fi Coverage Area	As specified in Exhibit C.
Wi-Fi System	Wireless networking technology system developed, installed , and operated by Concessionaire to serve the Wi-Fi Coverage Area.

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ARTICLE 2
EFFECTIVE DATE; PRE-CONCESSION AND CONCESSION PERIODS

2.1 Effective Date. This Agreement shall be effective and binding on the parties upon execution.

2.2 Pre-Concession Period. The Pre-Concession Period shall begin upon execution of this Agreement and shall expire on the RPT Opening Date.

2.3 Expiration Date; Option to Extend. The initial Expiration Date shall be the tenth anniversary of the RPT Opening Date. The Authority shall have one five-year extension option. To exercise the extension option, the Authority shall give notice to Concessionaire at least six months before the then-scheduled Expiration Date. Authority Commission approval shall be required for exercise of the extension option.

2.4 Concession Period. The Concession Period shall begin on the RPT Opening Date and shall expire at 11:59 p.m. on the Expiration Date or any earlier termination date.

ARTICLE 3
RIGHTS GRANTED

3.1 Pre-Concession Period Rights. During the Pre-Concession Period, the Authority grants to Concessionaire the right to construct the Leasehold Improvements, and to design and install the System, provided that such design and installation shall comply with this Agreement and the CTDCM.

3.2 Concession Period Rights. During the Concession Period:

(a) Concessionaire shall have exclusive rights to the Leased Premises for Concessionaire's operation and maintenance of the System, subject to Authority's right of access as provided in this Agreement.

(b) Concessionaire is granted a revocable license to use the Ancillary Locations for wiring, cables, antennas and other hardware to support the System.

(c) Concessionaire shall have the rights of ingress to and egress from the Leased Premises or the Ancillary Locations via the public areas of the Airport, Airport roadways, and common-use roadways, exercised in a reasonable manner. Concessionaire shall obtain the Authority's prior approval before accessing other areas of the Airport for any purpose.

3.3 Nonexclusive Rights. Nothing in this Agreement shall be construed to grant or authorize the granting of any exclusive right or privilege of any activity on the Airport; provided that, subject to the terms of this Agreement, Concessionaire shall have the exclusive right to use Leased Premises and the exclusive right to provide the DAS and Wi-Fi System in the Airport Terminal, including the exclusive right to licensed frequencies used by commercial wireless carriers within the Coverage Areas. The Authority reserves the right to enter into other agreements (including concession agreements) with third parties to deploy private networks not for use by the

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general public or commercial wireless carriers, as well as the right to deploy technologies utilizing CBRS 3.5 GHz.

3.4 No Warranty by Authority.

(a) Concessionaire has conducted its own research and analysis to determine the feasibility of the System. The Authority is under no obligation to protect or defend Concessionaire from loss of any investments. Concessionaire assumes all risks regarding its construction, installation and all other aspects of its business and operations in connection with this Agreement. Concessionaire has not relied on any information provided by the Authority regarding the Authority's business, revenue or operations or the suitability of the locations where any System component will be installed. The Authority makes no warranty, promise, or representation regarding the economic viability or any other aspects of Concessionaire's operations at the Airport.

(b) The Authority makes no representation or warranty regarding either: (i) the fitness or condition of the Leased Premises or any improvement or personal property in the Leased Premises whatsoever, or (ii) the fitness of the Ancillary Locations, in their as-is condition, for the Ancillary Installations. Concessionaire shall be responsible for determining the fitness and conditions of the Leased Premises and the Ancillary Locations for their respective use. Concessionaire shall not be entitled to any adjustment or other payments on account of the condition of the Leased Premises or the Ancillary Locations (except as expressly provided in Article 14), any improvements, any failure of any improvements to be in working order, any necessity of Concessionaire to repair or take corrective actions concerning the Leased Premises or Ancillary Locations, or because of the inability or delay of obtaining any required approvals from any public agency.

(c) The Authority makes no warranty that pattern of use of the Airport Terminal by air carriers or passengers will not change at any time. The Authority may refurbish or reconfigure the Airport Terminal or other Airport facilities, relocate air carriers, and construct new terminals and concourses to meet Airport needs. Concessionaire's obligations to pay Rent are absolute obligations and are not conditioned upon the number of air carriers or passengers using the Airport during any period of time.

(d) The Authority does not warrant any specific completion date for the Airport Terminal. Concessionaire is solely responsible for any costs or damages of whatever kind, direct or indirect, resulting from any delay in the RPT Opening Date. The Authority shall not reduce Rent or make other financial accommodations to Concessionaire based on any delays in the RPT Opening Date.

ARTICLE 4
LEASED PREMISES; ANCILLARY LOCATIONS

4.1 Preliminary Identification of Leased Premises and Ancillary Locations. The parties acknowledge that, as of the execution of this Agreement, Exhibit A and Exhibit B identify, respectively, the conceptual locations of the Leased Premises and the Ancillary Locations, which are subject to changes during the development of the Construction Plan. To the extent appropriate,

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Exhibit A and Exhibit B shall be updated in accordance with the completed and approved Construction Plan before the Turnover Date.

4.2 Leased Premises.

(a) The Leased Premises shall consist of the locations in the Airport Terminal described and delineated in Exhibit A, including any improvements and modifications to be made. No other part of the Airport shall be part of the Leased Premises.

(b) No later than 45 days after the RPT Opening Date, Concessionaire shall submit to the Authority a written certification of the as-built areas of the Leased Premises.

(c) The location and size of the Leased Premises may change from time to time pursuant to the terms of this Agreement. Upon completion of any such change, Exhibit A shall be revised and updated.

4.3 Acceptance of Leased Premises.

(a) On the Turnover Date, the Authority shall deliver the shell space of the Leased Premises (including baseline utility connections) with lighting to Concessionaire for construction of Initial Improvements in accordance with the Construction Plan. Concessionaire accepts the Leased Premises "as is, where is, and with all faults" as of the Turnover Date.

(b) In accordance with Civil Code Section 1938(a), the parties acknowledge that, as of the execution of this Agreement and as of the Turnover Date, the Leased Premises have not been inspected by a certified access specialist. Additionally, the parties acknowledge the disclosure specified in Civil Code Section 1938(e), which states:

> "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

4.4 Ancillary Locations.

(a) The Ancillary Locations shall consist of the areas of the Airport described and delineated in Exhibit B. The location and size of the Ancillary Locations may change from time to time pursuant to the terms of this Agreement. As appropriate, Exhibit B shall be revised and updated to reflect such changes.

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(b) Commencing on the Turnover Date, Concessionaire shall have a revocable license to use the Ancillary Locations for the Ancillary Installations, in accordance with the Construction Plan.

4.5 Authority Entry. Airport Representatives may enter upon the Leased Premises and the Ancillary Locations at any and all reasonable times without prior notice to Concessionaire (but with reasonable efforts to limit any interference with Concessionaire's operation) for the following purposes:

(a) To determine compliance with this Agreement.

(b) To gain access to the mechanical, electrical, utility and structural systems of the Airport for the maintenance and repair of such systems.

(c) To perform maintenance and make repairs that Concessionaire is obligated, but fails to make, per Article 11.

(d) To perform inspections, testing, reporting, surveys, environmental inspections, remediations, studies and assessments during hours of Airport operation.

(e) To address public health or safety emergencies (as determined by the Authority).

ARTICLE 5
RENT

5.1 Obligation to Pay Rent; Pre-Concession Period Upfront Payment.

(a) Concessionaire shall pay Rent to the Authority in the amount and at the times prescribed below. Rent consists of Base Rent and Additional Rent.

(b) This Agreement will generally be administered financially on the basis of the Authority's Fiscal Year.

(c) During the Pre-Concession Period, Concessionaire shall pay the Authority $75,000 ("Upfront Payment), due no later than the first Turnover Date (*i.e.*, effective date of the first Notice to Proceed, allowing Concessionaire to commence construction at any Airport location).

5.2 Base Rent.

(a) *Base Rent Calculation*. The amount of Base Rent for the First Partial Fiscal Year, each subsequent Fiscal Year, and the Final Partial Fiscal Year shall be determined according to the table below.

Period	Calculation
First Partial Fiscal Year	Gross Revenue Share
First Full Fiscal Year through Final Full Fiscal Year	Greater of: (i) Gross Revenue Share, or (ii) MAG
Final Partial Fiscal Year	Greater of: (i) Gross Revenue Share, or (ii) prorated MAG (i.e., MAG divided by 365 days (or 366 days, if applicable) multiplied by number of days in the Final Partial Year)

(b) *Gross Revenue Share Calculation*. With respect to any period of time, Gross Revenue Share shall equal Gross Revenues for such period multiplied by 50%.

(c) *MAG Calculation*. For each Fiscal Year, the MAG shall be determined according to the table below.

Period	Amount
First Partial Fiscal Year	Not applicable
First Full Fiscal Year	$120,000
Subsequent Fiscal Years	105% of the Gross Revenue Share for the preceding Fiscal Year

(d) *Required Monthly Payment*.

(i) Concessionaire shall remit to the Authority a monthly payment ("Monthly Payment") as follows.

(ii) Except as provided below, no later than the first day of each month during the Concession Period, Concessionaire shall remit an amount equal to one-twelfth of MAG. This payment shall be applied to the Base Rent for such month.

(iii) If the Concession Period starts on any day other than the first of a month, Concessionaire shall remit on the first day of the Concession Period an amount equal to: (A) the MAG for the First Full Fiscal Year, divided by (B) 365 (i.e., the number of days in the year), and then multiplied by (C) the number of days of the first partial month of the Concession Period. This payment shall be applied to the Base Rent for the first partial month of the Concession Period.

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(e) *Supplemental Payment; Monthly Rent Report*.

(i) Commencing the second full month of the Concession Period, Concessionaire shall submit to the Authority the Monthly Rent Report for the immediately preceding month (except that the first report shall also include the initial partial month of the Concession Period). The report shall be in the format required by the Authority. It shall show Gross Revenues from every source relating to the System and include a summary of all activities during the reporting period including a breakdown of advertising fees, usage or access fees, and any other fees collected. The report shall be due no later than 15 days after the of close the reporting period, regardless whether a Supplemental Payment is due for the reporting period.

(ii) If a Supplemental Payment is due based on the Monthly Rent Report, then Concessionaire shall remit the Supplemental Payment concurrently with the Monthly Rent Report.

(iii) The "Supplemental Payment" for any month is equal to: (i) the Gross Revenue Share for such any month, minus (ii) one-twelfth of the MAG. If the Gross Revenue Share is less than one-twelfth of the MAG, then no Supplemental Payment is due for such period.

5.3 Additional Rent. Additional Rent shall consist of the following:

(a) *Carrier On-Boarding Payments*. Concessionaire shall pay the Authority $125,000 per carrier ("Carrier On-Boarding Payment") within five days of executing each carrier user agreement; provided that the Carrier On-Boarding Payments during the term of this Agreement, in aggregate, shall not exceed $375,000.

(b) *Employee Parking Fees*. The Authority has no obligation to provide motor vehicle parking spaces to any Airport tenant including Concessionaire. Upon Concessionaire's request, the Authority has the discretion to make spaces available at locations in common with employees of other Airport tenants. To the extent that the Authority provides parking spaces, the Authority shall charge Concessionaire a monthly fee based on the then-current rate for such spaces. Employee parking fees shall be due upon receipt of invoice from the Authority.

(c) *Utility Charges*. The Authority shall invoice Concessionaire for utilities usage based on the rates charged to the Authority by each applicable utility provider (and may include administrative charges as may be established by the Authority from time to time). Electricity shall be invoiced based on Concessionaire's metered usage. Concessionaire shall pay utility charges within 30 days of invoice from the Authority.

(d) *Trash Removal, Refuse Collection, and Recycling Charges*. Concessionaire shall pay an allocable share of the cost for trash removal, refuse collection, and recycling services based on the cost to the Authority, as allocated in any manner that the Authority deems reasonable. Trash removal and recycling charges shall be due within 30 days of invoice from the Authority.

(e) *Taxes and Charges Paid by Authority*. Reimbursement for the Authority's payment for the paying, discharging, or adjustment of taxes and charges pursuant to Section 24.3 shall be due immediately upon written demand of the Authority.

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(f) *Other Amounts Owed under this Agreement*. In addition to the foregoing, Additional Rent shall also include all other amounts owed to the Authority (except for the Base Rent) pursuant to this Agreement and the CTDCM.

5.4 Annual Rent Report and Reconciliation.

(a) Within 90 days after the conclusion of each Fiscal Year, Concessionaire shall provide a report ("Annual Rent Report") to the Authority. The Annual Rent Report shall include a written certification by an independent Certified Public Accountant confirming that the amounts of Gross Revenues reported and the amounts paid to the Authority as Rent (in any form) for such Fiscal Year were calculated and made in accordance with this Agreement.

(b) The Annual Rent Report shall also contain, in detail satisfactory to the Authority, a complete, itemized statement of the following for the subject Fiscal Year: (i) total Gross Revenues broken out monthly, as shown on the books and records of Concessionaire, that were used to compute the Gross Revenue Share during the period covered by the Annual Rent Report; (ii) the total Rent paid; and (iii) an attestation that the Rent paid by Concessionaire during the preceding Fiscal Year was properly calculated and paid pursuant to this Agreement. Late submission of the Annual Rent Report shall be subject to liquidated damages per Article 12.

(c) If Concessionaire believes that it underpaid or overpaid the Rent then Concessionaire shall notify the Authority contemporaneously with its submission of the Annual Rent Report for such Fiscal Year. If the Authority determines that Concessionaire has underpaid, then Concessionaire shall remit the entire amount of the underpayment to the Authority within 30 days of the Authority's written demand. If the Authority determines that Concessionaire has overpaid, then the Authority will issue Concessionaire a credit against future Rent payment obligations (or, following the expiration or earlier termination of this Agreement, issue Concessionaire a refund).

5.5 Form of Payment.

(a) All payments shall be paid in lawful money of the United States of America without presentment, abatement, setoff, or deduction. The Authority may accept payment without prejudice to its right to recover the balance of such amount due and to pursue any other available remedies.

(b) All payments or charges shall be made via Automated Clearing House (ACH) or Electronic Fund Transfer (EFT) or other method as designated in writing by the Authority. Each payment from Concessionaire shall be accompanied with a detailed remittance advice, or clear instructions, outlining what charges are being paid. All payments shall be clearly reconcilable to their corresponding invoices or Monthly Rent Reports. The Authority shall provide Concessionaire with the information necessary to send and receive such electronic payments.

(c) Concessionaire shall be responsible for any charges imposed by an intermediary financial institution for the transmission of a payment to the Authority. If the financial institution automatically deducts a dollar amount from the transmission for such charges, Concessionaire shall take that into consideration to ensure that the Authority's receipt equals the amount due. Any charges to the Authority or deduction from the payment by the financial

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institution (such that the Authority's receipt is less than the amount due) shall be invoiced to Concessionaire, and the invoiced amount shall be due upon receipt.

5.6 Place of Payment, Report, and Statement Submittal.

(a) Unless otherwise specified in this Agreement or directed by the Authority in writing, payment (or remittance advice, if payment made via ACH, EFT or similar method) or other method), reports, and statements required by this Agreement shall be delivered to the Authority's Accounting/Finance Department at the address set forth in Section 28.1, with an electronic copy to AR@bur.org.

(b) The designated place of submittal may be changed at any time by the Authority upon 10 days notice to Concessionaire. Payments shall be made payable to "Burbank-Glendale-Pasadena Airport Authority." Concessionaire assumes all risks, including assessment of Late Payment Fees, if a payment made by mail or delivery service is lost or not delivered to the Authority on time.

5.7 Late Payment Fee.

(a) Late payments shall be subject to liquidated damages per Article 12.

(b) If the due date for a payment is not a business day, such payment may be made on the next succeeding business day, with the same force and effect as if done on the actual due date.

ARTICLE 6
PERFORMANCE GUARANTEE

6.1 Purpose. The Performance Guarantee shall secure Concessionaire's full and faithful performance of this Agreement. The Performance Guarantee shall not be considered to be held in trust by the Authority for the benefit of Concessionaire and it shall not be considered an advance payment of any component of Rent (including Late Payment Fee).

6.2 Delivery.

(a) Concessionaire, at its sole expense, shall execute and deliver to the Authority a Performance Guarantee in the form of a letter of credit and/or a performance bond made payable to the Burbank-Glendale-Pasadena Airport Authority, executed by an Authority-approved surety company, licensed pursuant to the Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570), in an amount not less than 100% of the MAG. Such guarantee shall be in a form acceptable to the Authority and provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. The Performance Guarantee shall have attached a Power of Attorney as evidence of the authorization of the person executing the bond to bind the surety. The Performance Guarantee shall clearly and prominently display on the bond or letter or on an attachment: (1) the name, mailing address, physical address, and telephone number of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the California Department of Insurance and a statement that the address of the surety company to

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which any notice of claim should be sent may be obtained from the California Department of Insurance by calling the toll-free telephone number. An executed Performance Guarantee shall be delivered to the Authority upon execution of this Agreement. If, at any time during the Concession Period, the MAG exceeds the amount of the Performance Guarantee then in place, Concessionaire shall be required to execute and deliver a replacement Performance Guarantee, no later than 30 days upon notification by the Authority, in an amount not less than 100% of the then current MAG.

(b) The Performance Guarantee shall be valid for the period commencing on the execution of this Agreement and shall be automatically extended without written amendment for additional one-year periods unless written notice is received by the Authority at least 30 days prior to any such expiration date.

(c) If, for any reason, the Performance Guarantee will be terminated, cancelled, or rendered ineffective, Concessionaire shall provide a renewal or replacement Performance Guarantee at least 60 days prior to the date of the termination, cancellation, or ineffectiveness (or, if 60 days is not feasible, then as soon as practicable but in any event before the date of termination, cancellation, or ineffectiveness).

6.3 Use.

(a) The Authority may apply all or any part of the Performance Guarantee to cure any default by Concessionaire including: (i) the payment of Rent, fees, and other charges; (ii) repair of damages to the Leased Premises, the Ancillary Locations, or any other Airport facilities caused by a Concessionaire Agent; (iii) cleaning the Leased Premises upon expiration or termination of this Agreement; and (iv) reimbursing the Authority for costs associated with Concessionaire's failure to perform any of its obligations under this Agreement. Further, the Authority may draw on the Performance Guarantee immediately, without notice to Concessionaire, upon commencement of a bankruptcy case or other insolvency proceeding by or against Concessionaire or upon receipt of a notice of non-renewal. If the Authority applies any of the Performance Guarantee, then Concessionaire shall, upon demand, immediately replenish the Performance Guarantee to its full amount.

(b) Without limiting any other rights or remedies, if Concessionaire is late in paying any component of Rent more than three times during any Fiscal Year, the Authority may increase the required amount of the Performance Guarantee to an amount deemed necessary by the Authority.

6.4 Release. The Performance Guarantee or the remaining portion thereof shall be rebated, released, assigned, surrendered, or endorsed to Concessionaire, as applicable, within 90 days after expiration or termination of this Agreement. Notwithstanding the preceding, if any question exists concerning Concessionaire's compliance with this Agreement, or if there is any remaining obligation under this Agreement after expiration or termination, the Authority may require that the Performance Guarantee remain in place until the Authority is satisfied that there has been no violation of this Agreement and all obligations due under this Agreement have been performed.

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ARTICLE 7
ADDITIONAL REQUIREMENTS RELATING TO REPORTS

7.1 Method of Report Submission; Additional Gross Revenues Reports.

(a) All reports shall be submitted to the Authority using the technology and procedures designated by the Authority. The Authority shall not be obligated to furnish Concessionaire the equipment or systems necessary for such submittal. However, the Authority shall afford a reasonable time for Concessionaire to obtain the necessary technology or equipment and develop the necessary expertise to use the same. In the interim, Concessionaire may use an alternative Authority-approved method for such submittal.

(b) Upon 60 days notice, the Authority may change the form and frequency of submission of the reports and statements, and may require the submission of additional or different information about Gross Revenues.

7.2 Late Reports/Documentation. In the event Concessionaire is delinquent for 10 business days or more in furnishing any report or other documentation, the Authority may provide written notice of such delinquency. Concessionaire's failure to immediately submit the delinquent report or documentation shall be grounds for the Authority to assess liquidated damages per Article 12.

ARTICLE 8
RECORDKEEPING AND AUDITS

8.1 Maintenance of Records; Authority's Right to Inspect and Audit.

(a) Concessionaire shall maintain clear and accurate records that will enable the Authority to audit Concessionaire's performance of this Agreement. Concessionaire's record handling policies and procedures shall be subject to review and approval by the Authority upon request.

(b) The Authority may require Concessionaire to furnish copies of periodic tax returns covering the operations in the Leased Premises. All copies of such returns shall be certified by an officer of Concessionaire to be exact copies of the original documents. Concessionaire shall promptly notify the Authority of and furnish copies of any financial or tax audit reports covering concession operations as conducted by the California Franchise Tax Board, the United States Internal Revenue Service, or any other government entity.

(c) The Authority has the right to conduct multiple types of audits throughout the Concession Period as well as upon expiration or termination of this Agreement. This right includes examination of Concessionaire's books and records relevant to the determination of any matters concerning the performance of Concessionaire.

8.2 Concessionaire Internal Control System Requirements.

(a) Concessionaire shall maintain an internal control structure designed to provide reasonable assurance that Concessionaire's assets are safeguarded from loss or

unauthorized use, transactions are executed according to management's authority, and that financial records are reliable for Gross Revenues or any other matter relevant to this Agreement. Concessionaire shall adhere to reliable, consistent cash and recordkeeping systems and procedures in accordance with reasonable written internal control policies and procedures adopted by Concessionaire. The adherence to internal control policies and procedures shall be facilitated by the hiring, training, and supervision of qualified personnel, by an appropriate segregation of duties and by an understanding of all relevant policies and procedures.

(b) Concessionaire shall maintain clear and accurate books and records of Gross Revenues, in accordance with generally accepted accounting principles, in a physical location readily accessible by the Authority for at least six years after the end of the Fiscal Year to which they pertain or, in the event of a claim by the Authority, until such claim for payments shall have been resolved.

(c) Concessionaire shall retain all records in support of the Capital Investment Report, in a physical location readily accessible by the Authority, for at least three years after expiration or termination of this Agreement.

(d) Concessionaire shall provide access and allow Authority Representatives to inspect such books and records during normal business hours upon the Authority's written request made at least five business days before the inspection.

(e) This Section shall survive expiration or termination of this Agreement.

8.3 Production of Records.

(a) Upon request of the Authority, any and all books, records, and accounts pertaining to Concessionaire's operations or performance of this Agreement, including transaction level data for all Gross Revenues, shall be produced or otherwise made accessible to Airport Representative(s) within 10 business days, for inspection, audit, or copying. Violation of this provision shall be grounds for the assessment of liquidated damages per Article 12.

(b) Concessionaire may make requested records available to the Authority at a physical location other than Burbank, California, provided Concessionaire pays the full amount of the Airport Representative's expenses, including travel, lodging, and meals, to travel to the records' location for any inspection, audit, or copying. If the Airport Representative(s) are required to spend more than five business days examining the books or records due to a lack of organization of the records or searches for missing data, then, starting on the sixth business day, Concessionaire shall pay a daily fee of $1,200 per Airport Representative per day or partial day. If upon examination or audit, the Airport Representative determines that sufficient documentation has not been maintained, retained, or made available to verify Concessionaire's actual Gross Revenues or any other matter relevant to this Agreement, the Authority shall be entitled to collect as Additional Rent an amount equal to 5% of the MAG for the period in question. This Additional Rent shall be in addition to any liquidated damages that the Authority may assess pursuant to Article 12.

(c) The Authority may require Concessionaire to reconstruct, at Concessionaire's sole expense, all records for the determination of Gross Revenues or any other

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matter relevant to this Agreement for any period being audited. Failure to reasonably reconstruct all records shall constitute a material default.

8.4 Under and Over Reporting of Amounts Due.

(a) If an audit should disclose an underpayment, Concessionaire shall promptly pay the Authority the following: (i) the difference between the amount paid and the amount owed to the Authority, plus (ii) a late fee equal to 1.5% per month (subject to the maximum legal rate) from the date on which the underpayment was originally due. If Concessionaire has understated the Gross Revenues by 1% or more, the entire expense of such audit shall be borne by Concessionaire. If the Authority deems it necessary to utilize the services of legal counsel in connection with collecting the reimbursement for such audit, then Concessionaire shall reimburse the Authority for reasonable attorneys' fees and litigation expenses as part of the costs incurred. All payments under this Section shall be in addition to any liquidated damages that the Authority may assess pursuant to Article 12.

(b) If an audit should disclose an overpayment Concessionaire shall be granted credit toward future amounts due after first deducting the cost of the audit. In the event the cost of the audit exceeds the refund due, Concessionaire shall not be responsible for the balance of the cost of the audit, but shall also not be entitled to any refund/credit. If the audit is completed after the conclusion of this Agreement, and money is owed to Concessionaire, once all other payments owed to the Authority are satisfied, the remainder of the over-payment shall be paid to Concessionaire.

ARTICLE 9
PERMITTED USE; LIMITATIONS

9.1 General. The purpose of this Agreement is for the development, installation, and operation of the System. All rights granted under this Agreement are to serve such purpose, and shall not be read to grant Concessionaire any rights beyond that scope.

9.2 Permitted Use.

(a) Concessionaire shall have the right and duty to design the System, make related installations at the Leased Premises and the Ancillary Locations, and operate and maintain the System in accordance with this Agreement.

(b) Concessionaire may use the Leased Premises and Ancillary Installations for the transmission and reception of communication signals and the installation, maintenance, operation, repair, replacement, and upgrade of its communication fixtures and related equipment, cables, accessories and improvements (which may include suitable support structures, associated antennas, I-beams, equipment shelters or cabinets, fencing, cooling, ventilation, unlimited power, and backup power) and any other items necessary to the successful and secure use of the System.

(c) Subject to the requirements set forth below, Concessionaire may retain qualified Subcontractors for any work under this Agreement.

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(i) Concessionaire shall obtain the Authority's written approval of the proposed Subcontractor and related scope of work, at least 45 days before execution of the Subcontract.

(ii) Concessionaire shall provide such other information about the proposed Subcontractor and Subcontract, as the Authority may reasonably request.

(iii) The Subcontract shall include indemnification language specified in Section 21.2.

(iv) Upon request, Concessionaire shall provide the Authority a copy of the proposed Subcontract and give Authority 20 days to comment. Upon receipt of the Authority's comments, changes to the proposed Subcontract shall be made to the Authority's satisfaction before execution.

(v) Concessionaire shall transmit a copy of the final Subcontract to the Authority within five days of execution.

(vi) Concessionaire shall notify the Authority of any proposed amendment to the Subcontract and give the Authority a reasonable opportunity to raise any objection before execution. Concessionaire shall transmit the executed amendment to the Authority within five days of execution.

(vii) At all times, the Subcontractor's performance under the Subcontract at or around the Airport (or in connection with the System) shall be deemed to be under Concessionaire's supervision. Concessionaire shall remain responsible for its duties under this Agreement and the CTDCM in all respects.

(viii) All acts or omissions of a Subcontractor at or concerning the Airport shall be deemed to be those of Concessionaire. The Authority shall have the right to enforce any violation by a Subcontractor as if the violation was committed by Concessionaire, and accordingly exercise remedies against Concessionaire pursuant to this Agreement. In that regard, the Authority shall have no obligation to recognize any purported assignment of rights or delegation of obligations by Concessionaire to a Subcontractor.

(ix) The Subcontractor shall have no claim against the Authority, and the Authority shall have no liability to the Subcontractor, for any reason whatsoever for any loss, damage or harm arising from the Subcontract, or acts or omissions by the Authority pursuant to this Agreement.

(x) Concessionaire shall send to the Authority a copy of any notice of default under the Subcontract: (i) at the same time as it is given, if the notice is from Concessionaire to the Subcontractor; and (ii) within three days of receipt, if the notice is from the Subcontractor to Concessionaire.

(xi) Concessionaire shall notify the Authority at least 10 days before the expiration or termination of the Subcontract; provided that if a termination is caused by any event

or circumstances that triggers a termination sooner than 10 days, then Concessionaire shall notify the Authority within one day of issuance of the termination notice.

(d) Subject to the requirements set forth below, Concessionaire shall have the right to enter into contracts with qualified companies that: (i) provide wireless, cellular, internet, or other services to participate on the System (including cellular carriers as described in the RFP and the Proposal), or (ii) allow partner roaming, offloading and use of Passpoint or similar technology at the Airport.

(i) Concessionaire shall be responsible for ensuring that the contract complies with this Agreement.

(ii) Concessionaire shall obtain the Authority's written approval of the proposed counterparty, at least 45 days before contract execution.

(iii) Before the execution of and throughout the term of the contract, upon the Authority's request, Concessionaire shall coordinate meetings and otherwise facilitate discussions among the Authority, the counterparty, and Concessionaire.

(iv) Concessionaire shall provide (or cause to be provided) such other information about the proposed contract and the proposed counterparty as the Authority may reasonably request.

(v) Concessionaire shall provide the Authority a copy of the proposed contract (and after contract execution, any proposed amendment) and give the Authority 20 days to comment. Upon receipt of the Authority's comments, changes to the proposed contract shall be made to the Authority's satisfaction before execution.

(vi) Concessionaire shall send to the Authority a copy of any notice of default under the contract: (i) at the same time as it is given, if the notice is from Concessionaire to the counterparty, and (ii) within three days of receipt, if the notice is from the counterparty to Concessionaire.

(vii) Concessionaire shall notify the Authority at least 30 days before the expiration or termination of the contract; provided that if a termination is caused by any event or circumstances that triggers a termination sooner than 30 days, then Concessionaire shall notify the Authority within one day of issuance of the termination notice.

(viii) If the termination of such contract would cause a disruption of the services to the Authority, Airport tenants or passengers, Concessionaire shall diligently pursue a replacement contract to minimize the length of time and the extent of the disruption. This does not relieve Concessionaire from delivering performance to the standards required under this Agreement.

(ix) If applicable pursuant to Section 5.3(a), Concessionaire shall pay the Carrier On-Boarding Payment to the Authority within five days of execution of the carrier user agreement.

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(e) Subject to the requirements set forth below, Concessionaire may enter into private wireless internet service contracts with other Airport tenants.

(i) Concessionaire shall be responsible for ensuring that the contract complies, and does not conflict, with this Agreement.

(ii) The Authority shall be informed at least five days before the contract execution.

(iii) Concessionaire shall provide the Authority a copy of the contract (and any subsequent amendment) within five days of execution.

(f) Concessionaire shall be permitted to sell advertising or secure sponsorship that will appear as part of the user's Wi-Fi System use, subject to the following:

(i) All advertising shall comply with the provisions of Exhibit G. Throughout this Agreement, the term "advertisement" shall include sponsorship messages.

(ii) The Authority may bring in other advertising and emerging media for the areas allocated to the Authority on the pages within the Walled Garden.

(iii) Concessionaire acknowledges that the Authority may enter into one or more concession agreements for advertising at the Airport Terminal or other areas of the Airport. At the Authority's request, Concessionaire shall engage in discussions and cooperate in good faith with the Authority and other stakeholders regarding the development and implementation of a coordinated advertising program for the Airport.

(g) Subject to Section 11.8, visiting service personnel and product deliveries shall be permitted to park or unload in areas designated for temporary vendor parking or unloading, or at other locations as may from time-to-time be designated by the Authority.

9.3 Limitations. Concessionaire shall not:

(a) Allow any condition on or conduct in the Leased Premises, Ancillary Locations or anywhere else in the Airport that materially or adversely affects the development, improvement, operation, or maintenance of the Airport.

(b) Use or permit any Airport facilities to be used in any manner which might interfere with the landing and take-off of aircraft from the Airport or otherwise constitute a hazard. The Authority has the right to take any action it considers necessary to protect the airspace and approaches of the Airport against obstruction, including the right to prevent Concessionaire from erecting, or permitting to be erected or located, any light fixture, building, object, structure, or growth of natural object on the premises or adjacent to the Airport that would limit the usefulness of the Airport or constitute a hazard to aircraft or obstruction to air navigation or communication facilities.

(c) Install, maintain, operate, or offer to sell or install any equipment or display or sign (including any display case, exhibit, diorama, courtesy direct-line, or brochure), without the Authority's prior approval.

(d) Interfere with or disturb the effectiveness or accessibility of the plumbing/drainage/sewage system, fire hydrants and hoses, heating/ventilating/air conditioning system, gas/electrical/power system, or communication system within the Airport.

(e) Interfere with the Authority's staff, businesses, or patrons, including unfair competition with other Airport concessions.

(f) Use the Leased Premises, Ancillary Locations or any other Airport facilities for any improper, immoral, or unlawful purpose.

(g) Obstruct the roadways or passageways adjacent to or within the Airport, or other Airport common use facilities or public areas.

(h) Advertise, solicit, or distribute materials within the Airport in any manner without the Authority's prior approval.

(i) Do anything that may invalidate, conflict with, or increase the rate of any insurance policy covering the Authority or the Airport. The Authority may limit, modify, or require removal of any materials, parts or equipment that it reasonably determines are not incidental to Concessionaire's operations. Concessionaire shall have 48 hours from receipt of such notice to remove and properly dispose of any items identified.

(j) Transact or otherwise engage in activities in the Airport other than as permitted under this Agreement.

9.4 Cooperation.

(a) Concessionaire and the Authority shall cooperate and provide documentation and information reasonably requested by the other party for the development and maintenance of the System, in addition to those already expressly required hereunder.

(b) Concessionaire acknowledges that the Authority may pursue Airport development, improvements, and maintenance activities from time to time that may affect the Leased Premises, Ancillary Locations and other areas of the Airport. Concessionaire shall work cooperatively and in good faith with the Authority and other concessionaires and contractors in development, improvement and maintenance activities to minimize any disruptions. If requested by the Authority, Concessionaire shall cooperate with and assist the Authority in the development and implementation of any plans, designs, ingress/egress, or transition that may arise in connection with such Airport development, improvement, and maintenance activities. The Authority may temporarily or permanently change any method of ingress or egress on the Airport, so long as the means of ingress and egress are reasonably equivalent to current access available to Concessionaire.

(c) Should a dispute arise between Concessionaire and any other concessionaire or contractor at the Airport, Concessionaire shall in good faith seek to resolve the dispute and shall avoid any interruption of the parties' operations at the Airport. The Authority shall have no obligation to intercede in such dispute. However, at its sole discretion, the Authority may request the parties to cooperate with the Authority to resolve the dispute and, in such event, the Authority (acting through the Airport Representative) shall have the right to make the final decision on the dispute resolution.

ARTICLE 10
SYSTEM DESIGN AND INITIAL INSTALLATION

10.1 General. Concessionaire shall complete the design and installation of the System, and construction of the Leasehold Improvements, pursuant to this Agreement. Concessionaire shall be solely responsible for determining, and complying with, all applicable governmental requirements for such design, installation and construction. Concessionaire shall coordinate and cooperate with the RPT Design-Builder throughout the design, installation and construction process.

10.2 Design; Construction Plan.

(a) Concessionaire shall submit system designs to the Authority for review according to the schedule set forth in RFP and the Proposal. System designs shall meet the requirements in the RFP and the Proposal, unless otherwise approved in writing by the Authority.

(b) Concessionaire shall deliver 100% of the system designs (incorporating modifications as requested by Authority Representatives) for the Authority's approval no later than July 23, 2025.

(c) Concessionaire shall develop the Construction Plan in accordance with the requirements of, and subject to approval as provided under, the CTDCM. The Construction Plan shall specify the contemplated improvements at the Leased Premises and all Ancillary Installations, and shall include such other information required by the Authority Representatives.

(d) Concessionaire shall disclose the materials to be used to construct the System components, as well as the Leasehold Improvements, as part of the system designs and the Construction Plan. The materials shall be of first-class quality, safe, fire-resistant and consistent with the aesthetic and architecture of the Airport.

(e) Concurrently with the development of the Construction Plan, Concessionaire shall provide the Authority a schedule ("Testing Schedule") for inspections and testing of: (i) the discrete components (each, a "Discrete Component") of the System; and (ii) the whole System. The Testing Schedule may be adjusted, upon agreement by the parties, during the construction and installation process, provided that the final testing shall be done during (or before) the RPT Pre-open Test Period.

(f) Concessionaire shall have the right, at its own expense, to inspect and survey the Airport site in connection with the development of the system design and the

Construction Plan; provided Concessionaire shall obtain the Authority's approval and coordinate with the RPT Design-Builder before conducting any such inspection or survey.

10.3 Construction and Initial Installations

(a) During the period between the Turnover Date and the Leased Premises Build-Out Deadline, Concessionaire shall diligently construct, install and complete Leasehold Improvements ("Initial Improvements") according to the Construction Plan.

(b) Concessionaire shall coordinate with the RPT Design-Builder regarding Concessionaire's installation of Ancillary Installations and shall diligently complete such installations ("Initial Ancillary Installations") by the applicable Build-Out Deadline. Concessionaire shall not commence work at an Ancillary Location until the Authority has issued a Notice to Proceed for the Ancillary Installation.

(c) In addition to the foregoing, Concessionaire shall diligently proceed to complete all other components of the System, to enable completion of testing during the RPT Pre-open Test Period.

(d) The Initial Improvements, the Ancillary Installations, and all other components of the System shall conform to the approved system design and the Construction Plan, and Concessionaire shall obtain the Authority's prior approval for deviations.

(e) The Initial Improvement and Ancillary Installations shall also be subject to the applicable provisions of Article 19.

(f) Concessionaire shall, at its sole expense, promptly repair any damage to the Leased Premises or an Ancillary Location caused by Concessionaire or any Concessionaire Agent through its acts or omissions to act during the construction and installation, and restore the damaged facilities to substantially the same or better condition as they were before the damage.

(g) Before the issuance of the first Notice to Proceed, Concessionaire shall submit a construction deposit, in the form of a cashier's check, in an amount required by the Authority. The Authority shall determine the amount of construction deposit required based on the estimated construction cost relating to the Initial Improvements and Ancillary Installations, up to a maximum deposit amount of $50,000. The construction deposit will be used to compensate the Authority for damages incurred during construction and installation caused by Concessionaire or any Concessionaire Agent through its acts or omissions to act (to the extent such damage was not repaired at Concessionaire's expense pursuant to subsection (f)), as well as ensure Concessionaire's compliance with the Authority's project closeout requirements. Upon receipt of the required closeout documentation for the construction of the Initial Improvements and Ancillary Installations, as outlined in the CTDCM and as determined by the RPT Design-Builder, the remaining portion of the construction deposit will be refunded to Concessionaire. This construction deposit is in addition to, and not in lieu of, payment bond and performance bond requirements.

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10.4 System Testing and Inspections

(a) Within five days of the completion of a Discrete Component, Concessionaire shall notify the Authority of such completion, and Concessionaire shall either confirm that testing can proceed according to the then-current Testing Schedule or shall propose a new testing date.

(b) In connection with the completion and testing of each Discrete Component, Concessionaire shall provide the Authority: (i) the schematics and specifications of the Discrete Component, in the form requested by the Authority, and (ii) accurate and complete disclosure about the test results. Concessionaire shall diligently proceed with any modification requested by the Authority based on such testing and inspection and shall schedule the additional date(s) for the testing and inspection of the completed modifications.

(c) Upon the Authority's notice of approval of the completed Discrete Component (including modifications), Concessionaire shall submit to the Authority final "as-installed" schematics and specifications, in the form required by the Authority, within 45 days. Record drawings shall be dated by the engineer or architect of record.

(d) The Testing Schedule shall include a date for the testing of the System, as a whole, to be completed during the RPT Pre-open Test Period. Concessionaire shall provide the Authority accurate and complete disclosure about the test results. Concessionaire shall diligently proceed with any modification requested by the Authority based on such testing and inspection and shall schedule the date(s) for additional testing and inspection after completion of the modifications. Concessionaire shall submit to the Authority final "as-installed" schematics and specifications of any and all components of the System previously not submitted, in the form required by the Authority, as soon as practical after the final testing (but in any event before the RPT Opening Date).

(e) In addition to activities on the Testing Schedule, Concessionaire may conduct surveys, tests, and inspections as Concessionaire considers reasonably necessary or desirable in connection with establishing the System, at Concessionaire's sole expense. Concessionaire shall obtain the Authority's approval and coordinate with the RPT Design-Builder prior to conducting any such survey, test, or inspection of any area of the Airport.

(f) None of the foregoing is intended to impede, or shall be construed as impeding, the Authority's right to conduct surveys and inspections at, or otherwise enter, the Leased Premises or Ancillary Locations during the Pre-Concession Period for safety or other reasons the Authority deems necessary for the completion, and preparation for the opening, of the Airport Terminal.

10.5 Coordination for Access. Concessionaire shall coordinate with the RPT Design Builder on a timely basis regarding access through Airport facilities to accomplish the construction, installation or testing contemplated in this Article.

10.6 Operational by RPT Opening Date. The System shall be fully installed and operational by RPT Opening Date. In the event that is not accomplished (and except in the case

where the Authority has previously agreed to a delay with respect to a Discrete Component that does not impede the functionality of any significant portion of the System):

(a) Concessionaire shall be liable for Activation Delay Damages, in addition to (and not in lieu of) any other rights or remedies the Authority may have.

(b) The Concession Period shall nonetheless begin and Concessionaire shall start paying Rent, including Base Rent.

ARTICLE 11
OPERATIONS AND MAINTENANCE

11.1 General. Throughout the Concession Period, Concessionaire shall operate and maintain the System at levels meeting or exceeding the requirements set forth in Exhibits D through H, respectively, and other provisions of this Agreement, at Concessionaire's sole expense. Concessionaire shall also comply with the requirements of Exhibit A of the RFP regarding the operation and maintenance of the DAS and the requirements of Exhibit B of the RFP regarding the operation and maintenance of the Wi-Fi System.

11.2 Compliance with Law. Concessionaire shall design the System, conduct related operation and maintenance, and perform all of its responsibilities under this Agreement in a manner that complies with all applicable law.

11.3 Government Permits and Approvals. Concessionaire, at its sole expense, shall obtain and maintain all permits and licenses necessary for all construction and installations, and the operation and maintenance, of the System.

11.4 DAS.

(a) Concessionaire shall operate the DAS on a Continuous Basis, including monitoring and prompt maintenance and repair services. Concessionaire shall provide toll-free-numbers for the carriers' and the Authority's use to support such services.

(b) Concessionaire shall manage and administer carrier agreements and access agreements, using fair and reasonable business terms, to accommodate the end-users.

11.5 Wi-Fi Services.

(a) The Wi-Fi System shall provide internet access to persons within the Wi-Fi Coverage Area who have the ability to access the service via their own computer, cell phone, tablets, or other compatible portable devices as follows:

(i) Complimentary Wi-Fi service shall be available to all users at the Coverage Area on a Continuous Basis, with a minimum bandwidth of 100 Mbps for upload and download (which may be modified with the Executive Director's approval, and shall be modified at the Authority's reasonable request).

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(ii) In addition to the complimentary Wi-Fi service, Concessionaire may provide pay-for-use Wi-Fi service, with minimum bandwidths and at fee levels approved by the Executive Director. Subject to the Executive Director's approval, one of the fee levels may allow for no advertising after Concessionaire's Wi-Fi access page. Concessionaire may allow users to access the pay-for-use levels through roaming partner agreements or wholesale partner agreements if Concessionaire will receive compensation for the access under such agreements, with no direct charge to the users.

(iii) In all cases, the Wi-Fi service and internet access shall comply with the provisions of Exhibits F and G.

(b) Concessionaire shall continuously monitor connectivity and speed of the Wi-Fi System. At the Authority's request, Concessionaire shall promptly submit reports of such connectivity and speed for any particular interval of time.

(c) Concessionaire shall provide live support services for the Wi-Fi System on a Continuous Basis, including a toll-free number, to help resolve user access issues.

11.6 Standard of Service. All services related to the System shall be performed to the industry standard for similar operations and in a manner acceptable to the Authority. Concessionaire shall provide such services on a fair, equal, and non-discriminatory basis to all users of the Airport.

11.7 Staffing.

(a) Concessionaire shall have available qualified and properly trained maintenance personnel in adequate numbers to provide routine maintenance of the System and to respond to any emergency outages. Concessionaire Agents shall adequately and safely carry out such services in a courteous, prompt, and efficient manner adequate to meet the reasonable user demands. Concessionaire shall provide adequate means for the Authority to contact and obtain live human service support on a Continuous Basis to address technical questions and issues.

(b) Concessionaire shall, at its own expense, conduct a background check on each of the Concessionaire Agents assigned to the System as required to comply with requirements of the Authority, FAA, TSA and other applicable government agencies.

(c) Concessionaire shall at all times retain a qualified, competent and experienced manager who shall manage and supervise the operation of the System, with authorization to make representations and take ordinary actions with respect to such operations (including control of on-site personnel) on Concessionaire's behalf. All approvals, consents, representations and commitments of such manager shall be binding upon Concessionaire and notices to the manager shall constitute notice to Concessionaire. The manager shall generally be available to be contacted by the Authority during regular business hours (between 8:00 AM to 5:00 PM PST). A qualified, competent, and experienced subordinate shall be in charge and available at all times during the manager's absence. Subject to Section 9.2(c), Concessionaire may enter into a Subcontract to retain a third-party to serve as the manager described in this subsection. Concessionaire shall provide the Authority the name and relevant contact information before any

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manager assumes the post, and shall furnish advance notification to the Authority regarding any changes.

(d) The Authority shall have the right to object to the demeanor, conduct, and appearance of any Concessionaire Agent operating at the Airport or doing business with the Authority. Immediately upon notice of objection by the Authority, Concessionaire shall take all steps necessary to remedy the cause of the objection.

11.8 Badging and Security Requirements. All Concessionaire Agents who work at the Airport shall apply for and be issued a security identification badge prior to beginning work at the Airport. Concessionaire shall be responsible for ensuring all Concessionaire Agents' compliance with security rules, regulations, and procedures including those issued by the TSA and the Authority. The rules, regulations, and procedures of the TSA and the Authority regarding security matters may be modified from time to time and Concessionaire shall comply with all modifications. Concessionaire shall pay all costs associated with obtaining the required security identification badges and security clearances for its personnel, including the costs of training, fingerprinting, and badging as established by the Authority.

11.9 Modifications. Concessionaire shall obtain prior Authority approval before making any modification to the System after initial installation. Any such modification shall be accomplished at no additional cost to the Authority. Before making any such modification, Concessionaire shall submit a preliminary plan to the Authority. The preliminary plan shall include technical specifications, a proposed schedule (including dates for testing and completion), details about access through Airport facilities, and such other details as required by the Authority. Concessionaire shall make such revisions to the plan as the Authority may reasonably request. Upon the Authority's approval of the plan, Concessionaire may proceed with making the proposed modifications. Subsequent deviation from the approved plan shall be subject to the Authority's prior consent. Within five days of completion, Concessionaire shall provide the Authority: (i) certification of test results showing successful installation of the modification and its integration into the System; (ii) final "as-installed" schematics and specifications; and (iii) updated Exhibits to this Agreement, as appropriate. Article 19 shall also apply to any modifications that involve Alterations.

11.10 Upgrades to Prevailing Standards. Concessionaire shall review the specifications and performance of the System at least once every year and make proposals regarding modifications to ensure that the System continue to operate according to prevailing technical standards.

11.11 Procedures and Manuals. Concessionaire shall develop an Operating and Procedures Manual before the start of operations of the System to address relevant quality assurance, safety, security, system testing and maintenance issues at the initiation of the project and periodically during the Concession Period. The Authority shall have at least 45 days to review and accept such procedures.

11.12 Authority Staff Training. At the Authority's option, designated Authority staff and other Airport Representatives shall be briefed on the components and operation of the System at least once before RPT Opening and from time to time during the Concession Period. The briefing

session is intended to acquaint Airport personnel with the features and performance of the System, and does not relieve Concessionaire of the full responsibility for the on-going use, operation, care and maintenance of the System, including all customer service issues.

11.13 Quarterly System Reports. Concessionaire shall submit a quarterly report for the System, showing the maintenance logs, performance issues or system failures, usage and capacity summaries, and such other information as requested by the Authority. Each report shall be in the form acceptable to the Authority. The due dates and the related reporting period each year are as follows:

Report Due Date	Time Period Covered by the Report
January 15	From October 1 through December 31 immediately preceding the due date
April 15	From January 1 through March 31 immediately preceding the due date
July 15	From April 1 through June 30 immediately preceding the due date
October 15	From July 1 through September 30 immediately preceding the due date

11.14 Planning Meetings. Concessionaire shall meet with Airport Representatives no less than once every six months either in person or by teleconference for the purpose of planning and sharing information. This may include discussions about system performance, emerging technologies, prospective upgrades and other relevant matters. Concessionaire shall provide plans for service enhancements and their anticipated schedule for implementation.

11.15 Maintenance, Repair, and Restoration.

(a) Concessionaire shall:

(i) Provide on-site repair and maintenance of each hardware component of the System at the Airport, and use best efforts to resolve such repair and maintenance issues as soon as practicable after Concessionaire becomes aware from any source that an outage condition or problem is caused by or related to the hardware. In any event, upon receipt of a request by the Authority to address a problem with any part of the System, Concessionaire shall respond within one hour and shall resolve the problem within eight hours.

(ii) Maintain, repair, and perform all ordinary preventative maintenance and upkeep relating to the System.

(iii) Review and analyze the interference, coverage, and Authority implications of all applications for wireless systems on Airport premises, and make recommendations to the Authority to accept, reject, or modify such radio frequency applications to avoid interference with the System.

(iv) Ensure that there is no interference by the System with other Airport radio systems (including the Airport's operations radio systems, FAA radio operations, police department radio, other local public safety radio systems, and any other concessionaire's existing operations radio system). Any harmful interference detected shall be a cause for immediate shutdown of the portion of the System that is causing the interference until such time as it is corrected by Concessionaire at no cost to Authority.

(v) Immediately inform the Authority upcoming becoming aware of any outage or malfunction of a System component that can be reasonably anticipated to create a hazard to Airport users or damage to Airport property.

(vi) Conduct all appropriate engineering, environmental, structural, and other studies for each proposed wireless, cellular, and/or internet service provider or carrier that intends to utilize the System and provide Authority a copy of such report.

(vii) Maintain, repair, and perform preventative maintenance of cooling, ventilation, air conditioning equipment and filters installed or otherwise procured by Concessionaire at the Leased Premises and each Ancillary Location.

(viii) Maintain, repair, and perform preventative maintenance of electrical, power, communication, and other systems installed or otherwise procured by Concessionaire at the Leased Premises and each Ancillary Location.

(ix) Provide janitorial and cleaning services and supplies as may be appropriate in the operation and maintenance of the Leased Premises.

(x) Provide, in a timely manner, for the adequate sanitary handling and removal of all trash, garbage and other refuse caused as a result of Concessionaire's operations.

(b) Concessionaire shall be responsible for maintenance of the following parts of the Leased Premises: (i) ceilings, floors, interior walls, non-structural components of exterior windows, doors (including locks), plate glass, skylights, backflow devices and equipment entrances, and vestibules; and (ii) trade fixtures, system equipment, furniture and other personal property. All maintenance, repairs, finishing, and replacements shall be of quality at least equal to the original in materials and workmanship.

(c) Concessionaire shall not:

(i) Permit mechanical equipment to have any unreasonable vibration or noise.

(ii) Commit or permit waste or a nuisance upon the Leased Premises or the Ancillary Installations.

(iii) Permit any noxious or toxic fumes or odors, dust, or dirt on the Leased Premises or the Ancillary Installations.

(iv) Place a load on any floor area of the Leased Premises or the Ancillary Locations which exceeds the floor load per square foot which such floor was designed to carry.

(v) Install any public address or paging system at any Airport facilities.

(vi) Install any additional locks or security systems of any kind or type on doors or windows without the prior written consent of the Authority.

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(vii) Use the Leased Premises for lodging or sleeping purposes or to perform personal hygiene activities.

(viii) Perform or permit to be done anything that may interfere with the effectiveness or accessibility of fire doors, or elevators in or adjacent to the Leased Premises or any Ancillary Installations, including lines, pipes, wires, conduits, and equipment connected or appurtenant thereto.

(ix) Hinder police, firefighters, or other emergency personnel in the discharge of their duties.

(d) Upon request by the Authority, Concessionaire shall provide the Authority a written schedule of Concessionaire's cleaning and maintenance program.

(e) Concessionaire shall be solely responsible for the cost of any repair or maintenance to the Leased Premises and the Ancillary Installations resulting from the negligent acts or omissions of any Concessionaire Agent. In the event of such damage, the Authority may elect to: (i) perform such repair or maintenance itself, at Concessionaire's expense (in which case, Section 11.24 shall apply), or (ii) may require Concessionaire to perform the same and restore the property to a quality at least equal to the original in materials and workmanship. If the repair or maintenance is not of an emergency nature, the Authority shall give Concessionaire five days advance written notice of its election in such matter.

(f) Concessionaire shall employ or contract with sufficient personnel and provide necessary equipment to keep the Leased Premises and all furniture, furnishings, fixtures, and equipment clean, neat, safe, sanitary, and in good working order and condition. Concessionaire shall provide the Authority with the names and contact information of its maintenance personnel

11.16 Utilities.

(a) Concessionaire shall install or otherwise procure any and all required utilities on or in the Leased Premises and at the Ancillary Locations that will support the System, any operations or services incidental to the System, or otherwise required by this Agreement. Concessionaire shall include installation of meters in its plans for installation of the System and shall pay all costs for the supporting utilities used during design, installation, or operation of the System whether invoiced by the Authority or directly by the utility provider. Metering of power may be achieved through local branch circuit meters, smart power distribution units, or other means as submitted by Concessionaire. All equipment installed under this Agreement shall have sub-metering provided by Concessionaire.

(b) Supporting utilities may include telephone and communication services, electric, and any similar services, including all connection and metering charges, as billed directly to Concessionaire by utility companies furnishing such services or as billed by the Authority.

(c) The Authority shall not be liable to Concessionaire for any interruption in or curtailment of any utility service.

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(d) If Concessionaire requires utilities beyond those then currently provided or that are available to be extended to the boundary of the Leased Premises or an Ancillary Location, Concessionaire shall pay the full cost and expense associated with the required upgrade/extension/installation of such utilities, and shall comply with all provisions for maintaining such utilities.

(e) The Authority reserves the right to upgrade, extend, install, maintain, and repair all utilities and services on or across the Leased Premises or Ancillary Locations, whether or not such services or utilities are for the benefit of Concessionaire. The Authority shall take all reasonable care and diligence to protect existing improvements and utilities and shall avoid to the greatest extent possible any unreasonable interference or interruption to Concessionaire's operations.

11.17 Radio Frequency Interference.

(a) Concessionaire shall provide the Authority with the necessary professional services related to its obligation to manage the interaction of the System with or effect upon the radio frequency environment on Airport facilities. Concessionaire shall:

(i) Recommend technical standards for the installation of the radio frequency systems on Airport facilities, which may interact with or affect the operation of the System.

(ii) Create and maintain a database of all system frequencies which are supported and have been requested on the System within the boundaries of the Airport facilities.

(iii) Review all applications submitted to the Authority for new, or substantial modification to existing, operational and commercial radio frequency systems, which may interact with or affect the operation of the System.

(iv) Provide interference studies for all radio frequency applications, which may interact with or affect the operation of the System and make technical recommendations to the Authority.

(v) Make technical recommendations for the resolution of radio frequency interference problems caused by or affecting the System.

(vi) Attend meetings with the Authority, consisting of routine and emergency meetings concerning radio frequency issues and planning, as requested by the Authority.

(b) The Authority shall not knowingly grant a license or any other right to any third party for the use of the Airport facilities, if such use creates radio frequency interference with the System. The Authority shall not knowingly use, nor shall the Authority permit its tenants to use any portion of the Airport facilities which in any way interferes with the System operations in FCC licensed frequencies allocated for cellular communications.

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11.18 Health and Safety Standards.

(a) Concessionaire shall comply with all health and safety regulations for the Leased Premises and the Ancillary Installations. Concessionaire shall give access, for inspection purposes, to duly authorized representatives of all such government entities and third-party contractors. Concessionaire shall provide the Authority with copies of all inspection reports by other health and safety governing bodies and third-party contractors within 48 hours of receipt. Any discrepancies identified as a result of an inspection, shall be remedied within the applicable time allotted by the inspector and documentation is to be provided to the Authority supporting compliance.

(b) Concessionaire's manager and/or designated key employee shall remain with the inspector during the inspection visit to the Leased Premises or the Ancillary Locations and correct issues immediately, if applicable. Any issues not corrected immediately, shall be corrected prior to inspector's follow-up inspection date.

(c) In the event that an inspector issues any critical violations to Concessionaire, regardless of whether or not the critical violation is corrected at the time of inspection, Concessionaire may be assessed liquidated damages per Article 12 and shall provide a corrective action plan in writing to the Authority within 30 days of the issued sanction.

11.19 Smoking Restrictions. Concessionaire shall comply with the City of Burbank's ordinance regulating smoking in places patronized by the public and the Authority's policies regarding smoking at Airport facilities.

11.20 Lighting. Pursuant to Section 4.3, the Leased Premises delivered to Concessionaire on the Turnover Date shall include basic lighting installations. Thereafter, Concessionaire, at its sole expense, shall maintain all lighting fixtures and wiring for general illumination of the Leased Premises, including the bulbs and ballast. Concessionaire shall ensure that activities within the Leased Premises do not damage or harm the central electricity infrastructure at the Airport. Concessionaire shall coordinate and comply with the cleaning and routine maintenance requirements of the Authority.

11.21 Authority's Responsibility.

(a) The Authority, without cost to Concessionaire, shall keep and maintain in good condition and repair, reasonable wear and tear excepted, the following: (i) foundations, roof and other structural components of the Airport Terminal, including the structural portion of the exterior walls of the Leased Premises; and (ii) all common area sprinklers, plumbing, sewer, electrical, water, gas, heating, ventilating and air conditioning systems, facilities, and equipment but only to the extent such systems, facilities, or equipment are located within the Airport Terminal (and only to the point of connection or distribution to the Leased Premises, as determined by the Authority), and are not located within any easement in favor of a municipal or public utility supplier; provided, however, that the Authority shall have no obligation to repair any damage to any of the foregoing to the extent caused by the willful or negligent act or omission, including overuse or abuse, of Concessionaire or Concessionaire Agents, which damage shall be repaired promptly by Concessionaire, at Concessionaire's sole expense.

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(b) The Authority shall have no obligation to commence any maintenance or repair required under this Section until 30 days after the receipt by the Authority of written notice of the need for such maintenance or repair. The Authority shall not be liable to Concessionaire for any injury to or interference with Concessionaire's business and operations or use or occupancy of the Leased Premises or any Ancillary Location arising out of, or resulting from or relating to the performance of any maintenance or the making of any repairs.

11.22 Emergency Repairs. In the event that an emergency repair is required, Concessionaire shall notify the Authority of the repair situation as soon as possible. Following such notice, the Authority may inspect the repair work and require alterations if the repair is not satisfactory. In the event of an after-hours emergency repair, the Authority shall have the right to enter any affected portion of the Leased Premises and perform the emergency repair. Concessionaire shall promptly pay the Authority the costs associated with any after-hours emergency repair. All emergency repairs requiring shutdown of any Airport system or utility require prior written approval of Authority. If any emergency repair affects other tenants at the Airport, the Authority may fix the problem immediately and invoice Concessionaire. Concessionaire shall promptly pay the Authority any proportional costs of emergency repairs for which Concessionaire may have contributed to the cause of the incident.

11.23 Remediation for System Deficiencies.

(a) If the Authority notifies Concessionaire that a component of the System is operating below the required standards or otherwise not in compliance with this Agreement, Concessionaire shall within 30 days of such notice institute a remediation plan to correct performance. The remediation plan may, as appropriate, include the development of a modification of the System pursuant to Section 11.9. Concessionaire shall diligently proceed with the implementation, upon the Authority's approval of the remediation plan. Failure by Concessionaire to complete actions required by the approved remediation plan within 60 days of the Authority's approval (unless the Authority has agreed to a longer period) shall constitute default under this Agreement.

(b) Concessionaire shall submit to any Authority audit, inspection, and review and, at the Authority's request, shall make available all documents relating or pertaining to this Agreement maintained by or under the control of Concessionaire, its employees, agents, assigns, successors and subcontractors, during normal business hours at Concessionaire's office or place of business in California (or, the manager's office, if a Subcontractor serves as the manager under Section 11.7(c)). Section 8.3 shall be applicable for the production of such documents; provided that, at the Authority's discretion, Concessionaire may submit all or a portion of the documents electronically through an Authority-designated means.

11.24 Correction for Leased Premises Maintenance Failings.

(a) The Authority shall be the sole judge of the quality of Concessionaire's maintenance of the Leased Premises. The Authority or its representative may at any time, without notice, enter the Leased Premises to determine if maintenance performance is satisfactory to the Authority. If the Authority determines that maintenance is not satisfactory, the Authority shall notify Concessionaire and set a correction deadline. Concessionaire shall perform the required

maintenance within 60 days of the Authority's notice or the Authority shall have the right to enter upon the Leased Premises and perform the maintenance. However, where unsatisfactory maintenance threatens the safety, health, or welfare of the traveling public and/or the Airport's facilities, Concessionaire shall immediately perform the maintenance.

(b) In the case where the Authority has paid any sum by reason of failure of Concessionaire to perform any maintenance obligation, Concessionaire shall pay the Authority such sum plus a 15% administrative fee (in addition to the liquidated damages that the Authority may assess per Article 12).

(c) Should the Authority elect to use its own staff to perform Concessionaire's maintenance obligations, any timesheet of any employee of the Authority showing hours of labor or work allocated to any such repair, replacement, and/or alteration, or any stock requisition of the Authority showing the issuance of materials shall be conclusive evidence that the amount of such charge was necessary and reasonable.

ARTICLE 12
LIQUIDATED DAMAGES FOR CONFORMANCE TO STANDARDS AND OTHER FAILURE TO PERFORM

12.1 General.

(a) The parties acknowledge that the liquidated damages set forth in this Article are reasonable estimates of the significant but difficult to predict harm. Concessionaire shall pay the Authority such liquidated damages in accordance with the rates or in the amounts specified upon each occurrence of the specified violation or written demand by the Authority. The Authority shall determine the classification of each violation. Concessionaire further shall pay the Authority such liquidated damages in accordance with the rates or in the amounts specified herein upon each occurrence of the specified violation or written demand by the Authority.

(b) The liquidated damages imposed pursuant to this Article are not exclusive remedies and the Authority may pursue other additional remedies as allowed for in this Agreement or by law.

(c) Payment of liquidated damages shall be due within 15 days of assessment.

12.2 No Grace Period for Certain Violations.

(a) For a violation of a requirement regarding hours of operation, construction, health and safety, System outage (for one hour or longer), the Authority may assess liquidated damages without providing any cure period.

(b) Except as provided below, for any other type of violation, the Authority shall provide notice to Concessionaire to correct the violation within five days or such longer cure period specified in the notice. After the elapse of the cure period, the Authority may assess liquidated damages until the violation is corrected by Concessionaire.

(c) After two or more violations of the same requirement during any given 12-month period, the Authority shall not to be required to allow a cure period before assessing liquidated damages.

12.3 Liquidated Damages Amounts.

(a) The Authority may assess $600 each day ("Activation Delay Damages") that Concessionaire fails to have System be fully operational by RPT Opening Date (except for minor portions as approved by the Authority), until the post-RPT Opening Date system performance requirements under this Agreement are satisfied.

(b) For all other violations:

(1) The liquidated damages for the first violation of a requirement during a consecutive 12-month period shall be $500.

(2) The liquidated damages for the second violation of the same requirement during any consecutive 12-month period shall be $750.

(3) The liquidated damages for the third violation of the same requirement during any consecutive 12-month period shall be $1,000. Thereafter, the liquidated damages for a violation of the same requirement within 12 months of the immediately prior offense shall be $1,000 per instance.

(c) For any payment due to the Authority, the Authority may, in addition to subsection (b), assess liquidated damages at the rate up to 10% per occurrence (subject to the maximum rate permitted by law).

(d) For any failure to submit the Annual Rent Report for a Fiscal Year by the applicable deadline, the Authority may, in addition to subsection (b), assess an amount up to 5% of the MAG for such Fiscal Year.

12.4 Violations Subject to Liquidated Damages. In addition to violations identified elsewhere in this Agreement, below is a list of violations that are subject to liquidated damages:

(a) Violation of use of any Airport property, including the Leased Premises.

(b) Failure to provide uninterrupted System services as contemplated under this Agreement and the interruption lasts longer than one hour (unless the interruption is not due to any fault of Concessionaire).

(c) Failure to submit Rent, documents, or reports when due.

(d) Failure to maintain competent, qualified, and trained staff of sufficient quantity to support customer service and quality standards.

(e) Failure to remedy customer service, quality assurance and/or operations standards.

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(f) Failure to provide quarterly system reports, and adequate related records.

(g) Unauthorized advertising or signage.

(h) Destruction of or damage to any Airport property caused by Concessionaire or Concessionaire Agents.

(i) Failure to provide timely notice in connection with an indemnification event pursuant to Article 21.

(j) Failure to comply with applicable law.

ARTICLE 13
DEFAULT EVENTS; REMEDIES

13.1 Default Events. Each of the following shall constitute a "Default Event":

(a) (i) The voluntary or involuntary appointment of a receiver, trustee or liquidator to take possession of all or substantially all of the assets of Concessionaire when such appointment is not dismissed, terminated or vacated in 30 days; (ii) a general assignment by Concessionaire for the benefit or protection of creditors; (iii) Concessionaire's admission of its inability to pay its debts as they become due; or (iv) any action taken against or suffered by Concessionaire under any statute relating to insolvency, bankruptcy, reorganization, arrangement, composition, liquidation, dissolution or other relief for debtors; unless, in the case of an involuntary petition filed against Concessionaire to have Concessionaire adjudged a bankrupt or for reorganization or arrangement, the petition is dismissed within 30 days.

(b) Any attachment, execution, distraint, judicial seizure, or other process of law pursuant to which Concessionaire's rights or interest in the Leased Premises or this Agreement may be taken, occupied or used by anyone other than Concessionaire, when such attachment, execution, distraint, judicial seizure, or other process of law shall not be released, dismissed or stayed within 30 days.

(c) An attempted or purported assignment, sublease, transfer, conveyance, mortgage, grant of security interest, hypothecation or other encumbrance of all or any part of Concessionaire's rights or interests under this Agreement; or in the Leased Premises or the Ancillary Locations, except as expressly permitted by this Agreement.

(d) Concessionaire is found to have made a material misrepresentation in this Agreement or in the Proposal, including a misrepresentation concerning Concessionaire's financial stability or experience in operating a concession of the type authorized by this Agreement.

(e) Concessionaire's misuse of any Airport facilities in a manner that, in the Executive Director's opinion, materially has affected the Airport operation or safety.

(f) [RESERVED.].

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(g) A government entity terminates, revokes, or suspends any certificate, license, or permit held by Concessionaire without which Concessionaire is not lawfully empowered to conduct its business in the Leased Premises, and such certificate, license, or permit is not reinstated, or a new one received, within five business days.

(h) Failure by Concessionaire to pay, when due, any Rent (including Base Rent and any other amounts under this Agreement), where such failure continues for 15 days after notice (any such notice provided in this Section shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure Section 1161).

(i) Failure to maintain the Performance Guarantee in the required amount.

(j) Failure to maintain insurance at the prescribed levels.

(k) Failure to cure a default, breach or non-performance of any other requirement under this Agreement not covered by the above, after 30-day written notice by the Authority; provided that in the event of a curable default (as determined by the Authority) and Concessionaire has commenced to diligently cure the default within such 30-days, then the Authority may extend such cure period for another 60 days.

13.2 Remedies. Upon the occurrence of any Default Event by Concessionaire, the Authority may:

(a) Terminate Concessionaire's right to possession of the Leased Premises and revoke Concessionaire's license to use the Display Locations, in which case this Agreement shall terminate upon the date specified in the Authority notice and Concessionaire shall surrender possession of the Leased Premises to the Authority on the date specified in the notice and peacefully remove properties from the Leased Premises and the Display Locations in accordance with Article 17. In such event, the Authority shall be entitled to recover from Concessionaire:

(1) The unpaid amounts (including late charges and interest) payable by Concessionaire under this Agreement that have accrued to the date of termination;

(2) The worth at the time of termination of the Base Rent (defined in Section 13.2(d) below) which would have accrued under this Agreement from the date of termination until the Expiration Date less the worth at the time of termination of the amount of such Rent loss that Concessionaire proves could have been reasonably avoided; and

(3) Any other amount necessary to compensate the Authority for all damages and losses proximately caused by Concessionaire's failure to perform this Agreement including the cost of recovering possession of the Leased Premises, expenses of reletting (including advertising), brokerage commissions and fees, costs of putting the Leased Premises and the Ancillary Locations in good order, condition and repair, including necessary renovation and alteration, reasonable attorneys' fees, court costs, all costs for maintaining the Leased Premises and Ancillary Locations, all costs incurred in the appointment of and performance by a receiver to protect the Leased Premises, the Ancillary Locations, or the Authority's interest under the Agreement and any other reasonable cost.

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(b) Pursue any other remedy, including the remedy provided in Civil Code Section 1951.4, to continue this Agreement in effect and enforce all rights and remedies under this Agreement, including the right to recover amounts payable by Concessionaire hereunder as it becomes due, even though Concessionaire has breached this Agreement and abandoned the Leased Premises or failed to take possession of the Leased Premises upon tender by the Authority. In the event Concessionaire fails to take possession of the Leased Premises and commence payment of amounts due, the Authority shall have all of the rights and be entitled to recover from Concessionaire all of the damages described in this Section.

(c) If the Authority terminates this Agreement pursuant to Section 13.2(a), unless and until removed in accordance with Section 17.1, the Authority may take exclusive possession of all of Concessionaire's fixtures, furniture, equipment, improvements, additions, alterations and other personal property on the Leased Premises or other areas of the Airport, and to use the same, without rent or charge, until all defaults are cured, or, at its option, to require Concessionaire to forthwith remove to same.

(d) For computing "worth at the time of termination of the Base Rent" referred to in Section 13.2(a)(2), the annual Base Rent shall be assumed to be the greater of: (i) the then current MAG, or (ii) the average Base Rent for the immediately preceding two full Fiscal Years, and the "worth at the time of termination" shall be computed by discounting such amount at one percentage point above the discount rate of the Federal Reserve Bank of San Francisco at the time of termination.

13.3 Waiver by Concessionaire.

(a) In the event of the lawful exercise by the Authority of any one or more of its rights and remedies, Concessionaire waives any and all rights of redemption or relief from forfeiture under Code of Civil Procedure Section 1174 or 1179, or under any other laws, and further releases the Authority from any and all claims, demands and liabilities by reason of such exercise by the Authority.

(b) Concessionaire waives all claims and demands against the Authority for damages or loss arising out of or in connection with any re-entering and taking possession of the Leased Premises or the revocation of the license to use the Ancillary Locations following a Default Event.

(c) Except as shall arise out of the sole active negligence or the sole willful misconduct of the Authority, Concessionaire waives any and all claims or causes of action against the Authority, its officers, employees and agents:

(1) For any loss, injury or damage arising or resulting from any act or omission of any invitee, licensee, concessionaire or other occupant of the Leased Premises or the Airport, or any person who uses the Leased Premises or the Airport; and

(2) For any loss or damage to the property of, or injury or damage to Concessionaire, its officers, employees, agents, contractors or any other person, from any cause or condition arising at any time on account of Concessionaire's use of the Airport or the Leased Premises.

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13.4 Cumulative Remedies; No Waiver by Authority. The various rights and remedies reserved to the Authority shall be cumulative, and, except as otherwise provided by law, the Authority may pursue any or all such rights and remedies, whether at the same time or otherwise, and no single right shall be deemed to be exclusive of any of the other or of any right or remedy allowed by law or in equity. No delay or omission of the Authority to exercise any right or remedy shall be construed as a waiver of any such right or remedy or waiver of any Default Event.

13.5 Performance of Concessionaire's Covenants by Authority. In the event that Concessionaire at any time fails to make any payment or perform any other act under this Agreement, the Authority shall have the right, but not the obligation, immediately or at any time thereafter, without notice or demand and without waiving any right or releasing Concessionaire from any obligation to the Authority, to make such payment or perform such other act for the account of Concessionaire, to the extent the Authority may deem desirable. In connection therewith, the Authority may pay reasonable expenses and employ counsel in instituting, prosecuting or defending any action or proceeding under this Agreement. All sums so paid by the Authority and all expenses incurred in connection therewith, together with interest thereon at the rate of 1.5% per month (subject to the maximum rate permitted by law), shall be payable to the Authority on demand.

13.6 Excuse of Performance by Authority. The Authority shall be under no obligation to observe or perform any covenant of this Agreement on its part to be observed or performed for the benefit of Concessionaire, which accrues after the date of any Default Event, unless and until such Default Event is cured by Concessionaire or waived by the Authority.

13.7 Default by the Authority. The Authority shall not be deemed to be in default in the performance of any obligation unless and until it has failed to perform such obligation within 60 days following the delivery by Concessionaire of written notice specifying the obligation the Authority has failed to perform; provided, however, in the event that the nature of the Authority's obligation is such that more than 60 days are required for its performance, the Authority shall not be deemed to be in default if it shall commence such performance within such 60 day period and thereafter diligently prosecutes the same to completion. In the event of the Authority's default under this Agreement, subject to the notice and cure provisions described above in this Section, Concessionaire's sole remedy shall be to terminate this Agreement and recover an amount up to the Net Book Value of Eligible Improvements less any Rent then accrued and due, with no further obligation or liability by any either party.

ARTICLE 14
DAMAGE AND DESTRUCTION

14.1 Destruction Covered by Insurance. In the event of total or partial destruction, injury, damage or loss of the Leased Premises or the Ancillary Installations, and such casualty is covered under a policy of insurance required under this Agreement to be carried by Concessionaire:

(a) This Agreement shall not terminate, and Concessionaire shall commence and complete, as soon as is reasonably possible, at its sole expense the repair or restoration of the

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Leased Premises or, as applicable, the Ancillary Installations, to substantially the same or better condition as they were in immediately before the destruction, injury, damage or loss.

(b) Concessionaire shall continue to pay, except as otherwise provided in this Article, Base Rent and all Additional Rent, and shall perform any other obligations which Concessionaire is required to perform (except for those obligations that are not feasible to be performed during any period of repair or restoration caused by such total or partial destruction).

14.2 Destruction Not Covered by Insurance. In the event the Leased Premises or the Ancillary Installations are damaged or destroyed by any casualty not covered under an insurance policy required to be maintained by Concessionaire pursuant to this Agreement:

(a) If the damage or destruction can be reasonably repaired or restored within six months after the date of commencement of repair or restoration, this Agreement shall not terminate and Concessionaire shall, as soon as reasonably possible, at its sole expense, repair and restore the Leased Premises or, as applicable, the Ancillary Installations to substantially the same or better condition as they were in immediately before the damage or destruction.

(b) If the damage or destruction cannot be reasonably repaired within six months after the date of commencement of repair or restoration, and neither party exercises its right to terminate, this Agreement shall not terminate and Concessionaire shall, at its sole expense, repair and restore the Leased Premises or, as applicable, Ancillary Installations to substantially the same or better condition as they were in immediately before the damage or destruction.

(c) Concessionaire shall continue to pay, except as otherwise provided in this Article, Base Rent and all Additional Rent, and shall perform any other obligations which Concessionaire is required to perform (except for those obligations that are not feasible to be performed during any period of repair or restoration caused by such total or partial destruction).

14.3 Authority's Election to Terminate.

(a) In the event the Leased Premises or the Ancillary Installations are damaged or destroyed, whether by insured or uninsured casualty, and the repair or restoration of the damage or destruction cannot be repaired or restored, such that it can be reasonably anticipated that the System will not perform up to the standards required under this Agreement within six months after the date of such damage or destruction, the Authority may terminate this Agreement. The Authority may, at its option, within 30 days after the date of such destruction event give notice of Authority's intention to terminate this Agreement as of the date of the occurrence of the destruction.

(b) If the Authority elects to terminate this Agreement pursuant subsection (a), Concessionaire shall have the right within 30 days after receipt of the notice, to notify Authority in writing of Concessionaire's intention to repair such destruction at Concessionaire's expense, in which event this Agreement shall continue in effect and Concessionaire shall proceed to complete such repairs as soon as reasonably possible (within six months after the date of destruction event), to restore the Leased Premises or Ancillary Location(s), as applicable, to substantially the same or better condition as they were in immediately before the destruction, injury, damage or loss. During the repair period, Concessionaire shall continue to pay, except as otherwise provided in this

Article, Base Rent and all Additional Rent, and shall perform any other obligations which Concessionaire is required to perform (except for those obligations that are not feasible to be performed during any period of repair or restoration caused by total or partial destruction of the Leased Premises).

(c) If Concessionaire does not give notice pursuant to subsection (b) within such 30 day period, this Agreement shall be cancelled and terminated as of the date of the occurrence of such destruction.

(d) In all events (and notwithstanding any that may appear to be contrary in foregoing), if the damage or destruction is caused by an act or omission of Concessionaire or a Concessionaire Agent, then Concessionaire shall repair such damage or destruction promptly at its sole expense.

14.4 Concessionaire's Election to Terminate. If the destruction is the such an extent that the cost of replacing the destroyed hardware of the System exceeds 50% of the estimated cost of the estimated total replacement cost of all of the hardware of the System at the Airport, which damage or destruction cannot be reasonably repaired or restored within six months after the date of commencement of the repair or restoration, Concessionaire may terminate this Agreement only if all of the following conditions are met:

(a) The damage or destruction was due to a casualty not covered under an insurance policy required to be maintained by Concessionaire pursuant to this Agreement.

(b) The damage or destruction was not caused by any act or omission of Concessionaire, Concessionaire's agents, contractors or employees, or subtenants.

(c) Concessionaire, within 30 days after the date of the occurrence of such damage or destruction, provides the Authority with written notice of Concessionaire's intention to terminate pursuant to this Section; provided that the termination date shall be at least 30 days from the date of such notice.

14.5 Procedure for Repair or Restoration. Within 30 days after the date on which Concessionaire is obligated to repair or restore the Leased Premises or an Ancillary Installation, Concessionaire shall prepare at its sole expense, and submit to the Authority for review and approval, drawings, plans and specifications in accordance with the applicable laws.

14.6 Other Requirements. All other provisions of this Agreement that apply to Concessionaire's construction and installation of Leasehold Improvements and Ancillary Installations shall apply in the event of such repair or restoration.

14.7 Damage to Airport Facilities Other than Leased Premises. With respect to any damage to any areas or facilities of the Airport other than the Leased Premises or Ancillary Installations:

(a) The Authority shall determine, in its sole discretion, whether to repair any damage to any such areas or facilities.

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(b) If the damage is such that Concessionaire is totally or substantially prevented from physical access to hardware which is critical to the functioning of the System up to the standards required under this Agreement, the Authority may repair or restore the damage or give Concessionaire notice of the Authority's intention to terminate this Agreement.

(c) If the Authority elects to repair or restore the damage and not terminate this Agreement, and the damage was not caused by Concessionaire or a Concessionaire Agent, the MAG for the period from date of damage to the completion of repair or restoration ("abatement period") shall be abated in proportion to the financial impairment to Concessionaire's business suffered by Concessionaire during the abatement period. The extent of Concessionaire's financial impairment and the amount of the Rent to be paid by Concessionaire during the abatement period shall be reasonably determined by the Executive Director. During the abatement period, Concessionaire shall perform all other financial or non-monetary obligations that Concessionaire is required to perform (except for those obligations that are not feasible to be performed during any period of repair or restoration caused by total or partial destruction of the Leased Premises).

(d) Any damage to the Airport that is caused by the act or omission of Concessionaire, or a Concessionaire Agent, shall be repaired or restored by the Authority at Concessionaire's sole expense. Concessionaire shall reimburse the Authority for all costs and expenses of such repair or restoration, plus a percentage thereof for administrative overhead as such percentage is approved and established from time to time by the Authority, within 10 days after demand.

14.8 Waiver by Concessionaire. Concessionaire waives the provisions of Civil Code Sections 1932, 1933, and 1941 through 1942, inclusive, and of any law that is contrary to the obligations of Concessionaire under this Section or that relieves Concessionaire from such obligations, or that places upon Authority obligations to repair or restore the Leased Premises or any other Airport facility. Under no circumstances shall the Authority have any obligation to repair, replace or re-install any damaged or destroyed portion of the Leased Premises or any improvements, furnishings, fixtures, or equipment, or other personal property of Concessionaire (or a Concessionaire's Agent) at or around the Airport, except as may be expressly provided in this Agreement.

ARTICLE 15
CONDEMNATION

15.1 Condemnation. As used in this Article, "condemnation" shall mean the right of any government entity ("condemnor") to take property for public use, and shall include a voluntary sale or transfer by the Authority to the condemnor under threat of a taking under the power of condemnation or during the pendency of formal condemnation proceedings.

15.2 Notice to Other Party. The party receiving a notice of condemnation shall promptly give the other party a copy of the notice or a summary of the contents and date of the notice received.

15.3 Termination on Condemnation. This Agreement shall terminate as of the date that title of the property is transferred pursuant to the condemnation, if all of the following conditions are met:

(a) The Leased Premises are totally or partially taken by condemnation,

(b) As the direct result of taking, the System is prevented from performing to the standards required under this Agreement in the absence of suitable replacement location, and

(c) The Authority does not make available replacement location(s) at the Airport that, in its judgement, would allow the System to continue to operate at the level required under this Agreement without significant interruption.

15.4 Award. Awards and other payments on account of a taking of any portion of the Leased Premises shall be paid to the Authority, except that Concessionaire shall receive:

(a) Sums separately awarded to Concessionaire for: (i) the unamortized cost (as of the date of condemnation) of the Leasehold Improvements, determined by amortizing the cost over the Concession Period on a straight line basis; and (ii) for Concessionaire's personal property.

(b) Awards and payments received on account of a taking of only the right to occupy the Leased Premises created by this Agreement (as evidenced by the plain wording of the related condemnation documents).

ARTICLE 16
RELOCATION OF ANCILLARY INSTALLATIONS OR LEASED PREMISES; TERMINATION FOR CONVENIENCE

16.1 Relocation of Ancillary Installations. At any time the Authority determines that an Ancillary Installation shall be removed or relocated, Concessionaire shall take such steps as are necessary to (a) remove or relocate the item, and (b) restore the Ancillary Location to its condition prior to the installation of such items, with normal wear and tear and casualty loss excepted. The cost of removal and relocation (and restoration of the location) shall be borne by Concessionaire. The removal and relocation shall be accomplished by Concessionaire within 90 days from receipt of the Authority's notice; provided that if the Authority states in the notice that the removal or relocation is for public health and safety reasons or otherwise required by law, then Concessionaire shall complete and remove the item within the time specified in the notice.

16.2 Minor Modifications of Leased Premises. The Authority shall have the right to make minor modifications to the Leased Premises to accommodate Airport operations, renovations, maintenance, or other work to be completed in the Airport Terminal, and Concessionaire shall comply and cooperate. A modification is "minor" if: (a) in the Authority's judgement, it would not require Concessionaire to undertake significant redesign or re-engineering of the System, and (b) it would not require Concessionaire to obtain additional governmental approval or permits.

16.3 Changes to Leased Premises for Public Health and Safety Reasons. The Authority shall have the right, for public health and safety considerations or for compliance with law (each as determined by the Authority), to reduce the size of the Leased Premises, or require Concessionaire to relocate to another location at the Airport, and Concessionaire shall timely comply with the Authority's directions. Concessionaire shall not be entitled to compensation as the result of such requirement. If Concessionaire presents evidence showing the proposed reduction or relocation will require significant modifications (being 50% or more of the hardware components) of the System in order to continue performing at the standards required under this Agreement, then Concessionaire may initiate negotiation about the termination of this Agreement.

16.4 Authority Election to Terminate, Reduce or Relocate Leased Premises. Except for the circumstances described in Section 16.2 or Section 16.3, at any time the Authority determines that the Leased Premises (or portions thereof) are needed for Airport operations:

(a) If the Authority elects to terminate this Agreement with respect to the entire Leased Premises, the Authority shall notify Concessionaire at least 120 days before the date of termination. In such case, the Authority shall pay Concessionaire an amount equal to the Net Book Value of Eligible Improvements, due on no later than 90 days after the termination date.

(b) For a proposal to reduce or relocate, the Authority shall provide Concessionaire at least 90 days advance notification.

(c) If relocation is offered, Concessionaire shall notify the Authority in writing of any rejection of such offer within 30 days of the Authority's notice. The absence of a rejection notice within the 30-days shall be deemed acceptance (and the deletion of the affected portion of the Leased Premises shall take effect as of the date specified in the Authority's notification).

(d) If Concessionaire accepts the relocation offer, the parties shall negotiate, in good faith, for the payment of any relocation costs associated with such change.

(e) If Concessionaire rejects the relocation offer, or if the parties are unable to reach agreement regarding relocation cost (and if no related agreement is executed by the 20th day before the proposed date of relocation, it shall be conclusive proof that the parties cannot reach agreement), the Authority may elect to terminate this Agreement. In such case, the Authority shall pay Concessionaire an amount equal to the Net Book Value of Eligible Improvements.

(f) None of the foregoing shall impede the Authority's right to exercise remedies upon a Default Event. In case of a Default Event, Article 13 shall govern.

16.5 Concessionaire Election to Terminate. Concessionaire may terminate this Agreement for convenience if all of the following conditions have been satisfied:

(a) Concessionaire is not in default in its payment or other obligations to the Authority.

(b) The termination shall be at least 120 days from the date on which the Authority receives Concessionaire's written notice.

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(c) Concessionaire shall have remitted all unpaid amounts (including late charges and interest) payable by Concessionaire under this Agreement which have accrued to the date of termination.

(d) Concessionaire shall either:

(1) Pay the Authority an amount equal the worth at the time of termination of the Base Rent which would have accrued under this Agreement from the date of termination until the Expiration Date (for this purpose, the annual Base Rent shall be assumed to be the greater of: (i) the then current MAG, or (ii) the average Base Rent for the immediately preceding two full Fiscal Years, and the "worth at the time" shall be computed by discounting such amount at one percentage point above the discount rate of the Federal Reserve Bank of San Francisco at the time of termination); or

(2) Continue to perform under this Agreement in all respects (including the payment of Rent) until such time as the Authority has entered into a new agreement (or agreements) that would completely and functionally replace the services provided by the System.

16.6 Net Book Value of Eligible Improvements. "Net Book Value of Eligible Improvements" shall mean the dollar amount generated through application of the following.

(a) *Eligible Improvements*. "Eligible Improvements" shall mean and refer to any permanently affixed alterations or improvements made to the Leased Premises or the Ancillary Locations and to cabinetry and display fixtures that were custom designed by Concessionaire for the Leased Premises and have no practical use or value outside the Leased Premises: (i) for which the Authority's approval has been sought and obtained in writing; (ii) for which any and all information required for a Capital Investment Report or any Authority approval has been timely submitted, and (c) consistently appearing on any Net Book Value of Eligible Improvements report requested by the Authority pursuant to this Agreement; and (iii) then currently in use and in such condition as would warrant its continued use. Eligible Improvements shall exclude the Removable Fixtures (other than custom designed cabinetry and display fixtures set forth above) and any inventory maintained by Concessionaire.

(b) *Cost of Eligible Improvements*. The "Costs of Eligible Improvements" shall mean the direct costs expended by Concessionaire for any Eligible Improvements, including the cost for the demolition of any existing improvements necessary for the installation of such Eligible Improvements. The Costs of Eligible Improvements shall not include any of the Excluded Costs. The Costs of Eligible Improvements shall be determined from Capital Investment Reports timely submitted by Concessionaire or any Authority consent, which information is subject to verification by the Authority. "Excluded Costs" shall mean the following: (i) financing costs; (ii) interest; (iii) inventory; (iv) office equipment and furnishings; (v) start-up costs; and (vi) intra-Concessionaire charges related to construction or installation.

(c) *Calculation of Net Book Value of Eligible Improvements*. For each Eligible Improvement, the Cost of that Eligible Improvement shall be amortized over the useful economic life of such Eligible Improvement, where such useful economic life shall in no instance exceed the period of time commencing on the date such Eligible Improvement is installed and terminating on

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the expiration of this Agreement, or any lesser period that may be specified in a consent or other writing approved by the Authority, on a straight-line basis with no salvage value. The "Net Book Value of Eligible Improvements" shall be the sum of the unamortized portion (as of the effective date of the applicable termination) of the Cost of Eligible Improvements for each Eligible Improvement directly affected by such deletion or termination. As used in this Section, "useful economic life" shall specifically be determined with respect to the initial investment in the Eligible Improvement, Concessionaire's repair and maintenance of the Eligible Improvement, and Concessionaire's custom and usage for assets similar to the Eligible Improvements, both at the Airport and elsewhere.

ARTICLE 17
SURRENDER OF LEASED PREMISES; HOLDOVER; OWNERSHIP OF LEASEHOLD IMPROVEMENTS AND OTHER FIXTURE INSTALLATIONS

17.1 Surrender of Leased Premises and Removal of Property Upon Termination.

(a) No notice to quit possession on the termination date of this Agreement shall be given by the Authority. On the Expiration Date or date of earlier termination of this Agreement, Concessionaire shall peaceably surrender possession of the Leased Premises and the Ancillary Locations in good condition (reasonable wear and tear, acts of God, fire, and other casualties excepted) and the Authority shall have the right to take possession. Concessionaire shall peaceably and with due care remove trade fixtures, equipment, and other personal property installed or placed by it in, on, or about the Airport by the Expiration Date (or any earlier termination), subject, however, to any valid lien that the Authority may have for unpaid rents or fees, and subject the provisions of Section 17.3 regarding the removal of Leasehold Improvements and certain Ancillary Installations.

(b) Concessionaire shall not abandon any of its property on the Leased Premises or the Ancillary Locations. Property not removed by Concessionaire as of the Expiration Date (or any earlier termination) shall, at the option of the Authority, become a part of the land on which it is located and title shall vest in the Authority.

(c) Authority property damaged by or as the result of the removal of Concessionaire's property shall be restored by Concessionaire, at Concessionaire's expense, to the condition existing prior to such damage.

17.2 Holdover after End of Concession Period.

(a) Any holding over after the end of the Concession Period shall not constitute a renewal or an extension or give Concessionaire any rights in or to the Leased Premises or the Ancillary Locations. If Concessionaire, with the Authority's written consent, remains in possession of the Leased Premises after the end of the Concession Period, such possession by Concessionaire shall be deemed a month-to-month tenancy terminable by either party on 30 days notice. During such tenancy, all provisions of this Agreement pertaining to Concessionaire's obligations (including all Rent and any other amounts due) shall remain in effect, to the same extent as the Concession Period. Unless otherwise modified by the Authority in writing, the MAG shall continue to adjust annually.

(b) Any holding over, to which the Authority has not consented, shall be construed to be a tenancy at sufferance. During such tenancy all provisions of this Agreement pertaining to Concessionaire's obligations shall remain in effect to the same extent as the Concession Period except that the Base Rent shall be increased to an amount equal to twice the highest Base Rent that Concessionaire paid during any month of this Agreement and, without limiting the foregoing:

(1) Concessionaire shall provide a 30-day notice of its intent to vacate the Leased Premises or shall be subject to a fee equivalent to four months of the Base Rent per month during the holdover period.

(2) The Authority may immediately terminate such tenancy at any time by providing written notice to Concessionaire, and take actions to evict Concessionaire.

(3) Concessionaire shall be responsible for payment of taxes for the entire following tax year without proration and the Authority shall be entitled to evict Concessionaire but may still collect Rent due by Concessionaire.

(4) Concessionaire shall indemnify the Authority against all damages arising out of Concessionaire's holdover tenancy, including any costs incurred by the Authority to evict Concessionaire.

(5) All insurance policies and the Performance Guarantee shall remain in effect while Concessionaire is in possession of the Leased Premises.

(c) Any holding over without the Authority's written consent is a violation of this Agreement. Nothing in this Section shall be construed to limit any of the Authority's rights and remedies

17.3 Ownership of Leasehold Improvements and Other Ancillary Installations; Removal.

(a) Leasehold Improvements installed at the Leased Premises that cannot be removed without causing substantial damage to the Leased Premises shall be part of the Leased Premises and title thereof shall pass to the Authority immediately following installation, free and clear of all liens and encumbrances without payment of any consideration therefor. Concessionaire shall not remove or demolish, in whole or in part, any Leasehold Improvements upon the Leased Premises without the prior written consent of the Authority, which may, at its sole discretion, condition such consent upon the obligation of Concessionaire, at Concessionaire's cost, to replace the same by an improvement specified in such consent.

(b) Ancillary Installations that cannot be removed without causing substantial damage to the related Ancillary Location shall be part of the Airport and title thereof shall pass to the Authority immediately following installation, free and clear of all liens and encumbrances without payment of any consideration therefor. Concessionaire shall not remove or demolish any such Ancillary Installations without the prior written consent of the Authority, which may, at its sole discretion, condition such consent upon the obligation of Concessionaire, at Concessionaire's cost, to replace the same by an improvement specified in such consent.

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(c) Concessionaire shall retain ownership of all Removable Fixtures. Concessionaire may remove any of the Removable Fixtures at any time during the term and, unless otherwise agreed in writing by the Authority, shall be removed prior to the expiration or termination of this Agreement. Any Removable Fixtures or other property of Concessionaire not removed at the expiration of the term shall, at the election of the Authority, become the property of the Authority without payment to Concessionaire, or be deemed abandoned and removed by the Authority, at Concessionaire's expense. Upon any removal of such property, Concessionaire shall promptly repair any and all damage to the Leased Premises or, as applicable, Ancillary Location caused thereby and reimburse the Authority for its costs and expenses in removing any such property not removed by Concessionaire and repairing any such damage not repaired by Concessionaire. This covenant shall survive the expiration or termination of this Agreement.

(d) At the expiration or termination of this Agreement, the Authority may require some or all of the Leasehold Improvements or Ancillary Installations to be removed by Concessionaire. In such event Concessionaire shall, at its sole expense, raze and remove Authority-designated Leasehold Improvements and Ancillary Installations, safely cap all utilities, and return the premises in a level condition with all debris removed, if so required by the Authority. The Authority shall accept Leasehold Improvements and Ancillary Installations only without cost to the Authority and free and clear of any encumbrances, with Leasehold Improvements, Ancillary Installations and all alterations and additions functioning and in a good state of repair, reasonable wear and tear excepted.

ARTICLE 18
CAPITAL INVESTMENT REPORT

18.1 First Report. Concessionaire shall submit the first Capital Investment Report to the Authority no later than 90 days after the RPT Opening Date.

18.2 Report Requirements. Each Capital Investment Report shall be a report certified by Concessionaire's chief financial officer, subject to verification, audit and approval by the Authority and containing the following details:

(a) Each Capital Investment Report shall specify the total cost of installing the subject Leasehold Improvements or Ancillary Installation, including the associated architectural, engineering, construction management, and interior design fees of independent consultants and permitting costs in such detail as reasonably necessary to ascertain the costs of all Leasehold Improvements and Ancillary Installations, furniture, fixtures and equipment constructed or installed by Concessionaire in the Leased Premises and Ancillary Locations.

(b) Concessionaire shall identify which, among such Leasehold Improvements and Ancillary Installations are Eligible Improvements in accordance with Section 16.6 and also provide the related Cost of Eligible Improvements.

(c) The Certified Capital Investment Report shall also include a depreciation schedule for such Leasehold Improvements and Ancillary Installations, calculated in accordance with Section 16.6(c) (relating to Net Book Value of Eligible Improvements). Other than the report

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for the Initial Improvements, each Certified Capital Investment Report shall include updates to the depreciation schedules included in previously submitted Certified Capital Investment Reports.

(d) Concessionaire may also include in each Capital Investment Report dollar amounts spent for capital investments in the components of the System that have not been captured by the line items related to the Leasehold Improvements and Ancillary Installations.

(e) The information in each Certified Capital Investment Report shall be supported by receipts and lien waivers from all relevant vendors and contractors.

ARTICLE 19
REQUIREMENTS FOR ALL LEASEHOLD IMPROVEMENTS, ANCILLARY INSTALLATIONS AND SUBSEQUENT ALTERATIONS

19.1 Alterations. Concessionaire shall not construct, install or make any modifications, alterations, improvement, or additions ("Alterations") in, on or to the Leased Premises or Ancillary Installations, without obtaining the Authority's approval (which consent may be granted or withheld in the Authority's sole and absolute discretion). "New Leasehold Improvements" refer to any Leasehold Improvements created after completion of the Initial Improvements. "New Ancillary Installations" refer to any Ancillary Installations created after completion of the Initial Ancillary Installations.

19.2 Review and Approval of Plans for Alterations.

(a) To expedite plan review and approval and to ensure that each proposed New Leasehold Improvements, New Ancillary Installation, or any other Alteration will be compatible with Airport uses, Concessionaire first shall submit to the Authority for approval a conceptual plan and shall pay the Authority an administrative fee in the amount equal to the greater of 5% of the total estimated cost of the New Leasehold Improvements, New Ancillary Installation, or an Alteration, or $2,000, for reviewing Concessionaire's plans. This administrative fee is not a guarantee for approval of the conceptual plan, and will not be refunded in the event of plan disapproval.

(b) Notwithstanding the Authority's approval of the conceptual plan, all construction plans and specifications shall be subject to the Authority's approval and, when required, shall be prepared, stamped and signed by a California licensed architect or engineer. Engineers shall be licensed for the particular discipline required.

(c) All changes to plans and specifications previously receiving the Authority's approval which are required by the City of Burbank to be submitted to the City for plan check or review in accordance with the City's building codes ("Material Plan Change") shall also concurrently be submitted to the Authority and shall require the Authority's approval. Upon the Authority's approval, the Authority shall issue promptly a certificate of approval for each Material Plan Change.

(d) Concessionaire shall also comply with standards, procedures, guidelines and any other requirements of the CTDCM; provided that if there is any express conflict between the CTDCM and the provisions of this Agreement, the provisions of this Agreement shall apply.

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19.3 Conditions of Approval. The Authority may impose as a condition of its approval of any New Leasehold Improvements, New Ancillary Installation, or other Alteration such reasonable requirements as to the design, construction, installation, making, or removal thereof as the Authority determines, in the exercise of its reasonable judgment, including requirements as to the following: (i) the experience, qualifications, financial condition, and other factors relating to the contractor; (ii) the time for the commencement and completion of the construction or installation; (iii) the type or quality of materials used in the construction or installation; (iv) the means or methods used in the construction or installation; and (v) the plan for temporary services to the traveling public during the implementation.

19.4 Additional Requirements. Prior to the commencement of construction work on any New Leasehold Improvements, New Ancillary Installation, or other Alteration:

(a) Concessionaire shall provide the Authority with a copy of the construction contract, construction schedule, trade payment breakdown and list of subcontractors and suppliers for the Authority's prior written approval.

(b) Concessionaire shall furnish to the Authority a copy of all building permits.

(c) Concessionaire shall provide the Authority with 10 days written notice prior to commencing any work.

(d) Concessionaire shall require any contractor used by Concessionaire carry a comprehensive liability insurance policy, on a "per-occurrence basis", covering bodily injury in the amounts of $2,000,000 for death or injury to any one person, $2,000,000 for the death or injury to more than one person, and $1,000,000 for property damage.

19.5 Performance Bond and Payment Bond. Prior to Concessionaire's commencement of any New Leasehold Improvement, New Ancillary Installation, or other Alteration, at the Authority's request, Concessionaire shall furnish, at Concessionaire's sole expense, a performance bond and a payment bond issued by a surety company licensed to transact business in the State of California and approved by the Authority, in a form approved by the Authority. The payable amount shall not be less than 100% of the total cost of the contract or contracts for the new Leasehold Improvement, new Ancillary Installation, or Alteration, including construction, alteration, refurbishment, or repair of the Leased Premises or Ancillary Location. The required payment bond shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies and equipment used directly or indirectly by engaged contractor or subcontractor(s) and suppliers. The performance bond shall guarantee the full construction of the new Leasehold Improvement, new Ancillary Installation or Alteration.

19.6 Performance of Leasehold Improvement, Ancillary Installation or Alteration. All work done in connection with any Leasehold Improvement, Ancillary Installation, or Alteration shall be done at Concessionaire's sole expense and with reasonable diligence, in a good and workmanlike manner, and in compliance with all applicable laws. The Authority shall have the right to inspect and reject any work not done in accordance with the approved plans and specifications, and Concessionaire shall immediately repair or remove such work in accordance with this Section. Any work in areas adjacent to active portions of the airfield, such as taxiways

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and runways, shall be scheduled and performed in a manner designed to avoid interference with aircraft operations. In the event that it becomes necessary to close or temporarily alter any part of the active areas of the airfield to accommodate any work by Concessionaire or its contractors, Concessionaire shall not perform such work without submitting a detailed work plan and schedule to the Authority, which the Authority shall have the right to approve, modify or disapprove.

19.7 Entitlements and Permits. No Leasehold Improvement, Ancillary Installation, or Alteration shall be constructed until Concessionaire has procured and paid for all required government approvals.

19.8 Payment for Work Performed. Concessionaire shall pay, when due, all claims for labor, materials, equipment, supplies, and services furnished or alleged to have been furnished to or for Concessionaire at or for use in the Leased Premises, Ancillary Location, or any other areas of the Airport in connection with the construction, installation, or making of the Leasehold Improvement, Ancillary Installation, or Alteration, which claims are or may be secured by any stop notice rights or by any lien against the Leased Premises, Ancillary Location, or other areas of the Airport. Concessionaire shall have the right to contest the validity, applicability or amount of any such claims so long as Concessionaire establishes an adequate reserve for the disputed amount. If the claimant asserts any stop notice rights or lien against the Authority, the Leased Premises, the Leasehold Improvements, Ancillary Location, Ancillary Installations, or other areas of the Airport, Concessionaire, at Concessionaire's expense, within 10 days after any such stop notice or lien is asserted, shall provide and record a statutory bond sufficient to release any such stop notice or lien. Concessionaire shall deliver to the Authority written notice of its intent to commence such construction or installation at least 15 days prior to commencement, and the Authority shall have the right to post such notices of non-responsibility as are provided for in the mechanics' lien laws of California.

19.9 Concessionaire Agent for Construction Work.

(a) For the construction of the Initial Improvements, Initial Ancillary Installation, and each subsequent Alteration, Concessionaire shall designate one or more Concessionaire Agents. In connection with the Initial Improvements and initial Ancillary Installations, Concessionaire shall inform the Authority, in writing, of the identity of each Concessionaire Agent before the Authority-hosted pre-construction meeting (described in the CTDCM). In connection with all other Alterations, Concessionaire shall inform the Authority, in writing, of the identity of each Concessionaire Agent before the Authority-hosted pre-construction meeting (described in the CTDCM) at the time as the request for approval of such Alteration is submitted.

(b) Each Concessionaire Agent shall be vested with decision-making power to act on behalf of Concessionaire to address any and all issues related to onsite design and construction matters related to such Leasehold Improvements or Ancillary Installation. A Concessionaire Agent is required to be onsite no less than twice weekly during construction; provided, however, the Authority may require full-time onsite project oversight by the Concessionaire Agent, depending upon the complexity of the work or other circumstances.

19.10 Authority Assumption of Approved Project. Upon the occurrence of a Default Event by Concessionaire during construction of Leasehold Improvements or Ancillary Installations, the Authority shall have the right to assume the construction and to continue the contracts of Concessionaire with its contractors and suppliers. A provision substantially similar to the following shall be included in all contracts between Concessionaire and its contractors and suppliers in order to comply with this Section:

> "The Burbank-Glendale-Pasadena Airport Authority (Authority) shall have the right (but not the obligation) to assume Concessionaire's project under the terms of its Concession Agreement with Concessionaire, to continue this contract between Concessionaire and contractor or supplier, upon assuming in writing all the liabilities of Concessionaire under this contract between Concessionaire and contractor or supplier; and the Authority shall receive all the rights, title, interests and remedies that Concessionaire has under the terms of this contract between Concessionaire and contractor or supplier. The Authority shall have the right to demand and collect (including a suit for damages and cost of litigation and reasonable attorney fees) from Concessionaire all costs incurred by the Authority in assuming the obligations of Concessionaire."

19.11 Certification and As-Built Drawings.

(a) No later than 90 days after each completion of the Initial Improvements, initial Ancillary Installations, and all Alterations for which the Authority's consent is required, Concessionaire shall provide the Authority with all of the following:

(1) A Capital Investment Report.

(2) A certification that the improvements have been constructed and installed in accordance with the approved drawings and specifications and in strict compliance with all applicable laws and the CTDCM.

(3) A certification demonstrating that no liens exist on any or all of the construction.

(4) A reproducible final copy of the plans as-built for all improvements along with electronic files in a format compatible with the Authority's computer-aided design standards, and a scaled pdf format file to enable the Authority to upgrade its existing files to reflect the as-constructed changes made by Concessionaire and that will be incorporated by reference to this Agreement as a supplement to Exhibit A or B, as applicable.

(b) Upon request, Concessionaire shall inspect the Leased Premises or Ancillary Location jointly with the Authority to verify the as-built drawings.

19.12 No Liability of Authority. The Authority shall not be liable for any damage, loss, or prejudice suffered or claimed by Concessionaire, its agents or any other person or entity on

account of: (i) the approval or disapproval of any plans, contracts, bonds, contractors, sureties or other matters; (ii) the construction or installation of any Leasehold Improvement or Ancillary Installation or performance of any work, whether or not pursuant to approved plans; (iii) the improvement of or alteration or modification to any portion of the Leased Premises or Ancillary Location (except to the extent performed by the Authority); or, (iv) the enforcement or failure to enforce any of the covenants, conditions and restrictions contained in this Agreement. The Authority's approval of Concessionaire's plans, or requirement that Concessionaire modify Concessionaire's plans, shall not be deemed the Authority's express or implicit covenant or warranty that such plans are safe or comply with any or all laws.

ARTICLE 20
INSURANCE

20.1 General.

(a) Concessionaire shall procure and maintain at its sole expense, and always keep in effect during the term of this Agreement, the types and levels of insurance prescribed below. Such insurance requirements do not in any way limit the amount or scope of liability of Concessionaire under this Agreement.

(b) In addition to those specified below, Concessionaire shall comply with the insurance requirements set forth in the CTDCM during the Pre-Concession Period.

(c) Upon execution of this Agreement and throughout the Concession Period, Concessionaire shall provide the Authority current certificates of insurance establishing the existence of all required insurance policies.

(d) The Authority shall be given no less than 30 days prior written notice of cancellation, non-renewal, or material change in any policy. Insurance shall be maintained without any lapse in coverage during the term of this Agreement. Insurance canceled without Authority consent shall be deemed an immediate Default Event.

(e) The Authority shall also be given certified copies of Concessionaire's policies of insurance. Failure of the Authority to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of the Authority to identify a deficiency from the evidence provided, shall not be construed as a waiver of Concessionaire's obligations to maintain the insurance required by this Agreement.

20.2 Commercial General Liability. Concessionaire shall maintain an occurrence form commercial general liability policy or policies, in the amount of coverage not less than $5,000,000 per occurrence, insuring against liability for personal injury, bodily injury, death, and damage to property (including loss of use thereof) and occurring on or in any way related to the Leased Premises or the Ancillary Installations or occasioned by reason of the operations of Concessionaire. Such insurance shall include coverage for the following: (a) premises coverage, (b) products of completed operations, (c) broad form contractual liability, (d) personal injury, (e) broad form property damage, (f) cross liability, (g) broad form named insured, (h) fire legal, and (i) advertising injury.

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20.3 Commercial Automobile Liability. In the event that automobiles are used in connection with Concessionaire's business or operations at the Airport, Concessionaire shall maintain an automobile liability policy or policies insuring against liability for bodily injury, death, or damage to property, including loss of use thereof, and occurring in any way related to the use, loading or unloading of any of Concessionaire's automobiles (including owned, hired and non-owned vehicles) at and around the Airport. Coverage shall be in an amount of not less than $5,000,000 each accident.

20.4 Workers' Compensation and Employer's Liability. Concessionaire shall maintain workers' compensation insurance written in accordance with California statutory limits and employer's liability insurance, in amounts not less than the following:

(a) Bodily injury by accident - $5,000,000 - each accident

(b) Bodily injury by disease - $5,000,000 - policy limit

(c) Bodily injury by disease - $5,000,000 - each employee

The employer's liability insurance shall not contain an occupational disease exclusion.

20.5 Property Insurance. Concessionaire shall maintain in effect property insurance written on an all risk of direct physical loss basis covering Concessionaire's fixtures, tenant improvements and betterments, personal property, and equipment located at the Airport in an amount not less than 100% of the replacement value thereof. The proceeds of such insurance shall be used to repair or replace the insured property. The policy shall include the Authority as loss payee as respects to its interests.

20.6 Business Interruption Insurance. Concessionaire shall maintain in effect business interruption insurance, insuring against damage or economic loss caused by any interruption of Concessionaire's business at, or use of, the Airport due to an insured peril in an amount at least equal to the higher of: (i) $2,000,000, or (ii) then applicable MAG.

20.7 Cyber Liability Insurance. Concessionaire shall procure and maintain Cyber Liability coverage in an amount not less than $5,000,000 that will cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

20.8 Concessionaire's Risk. Concessionaire shall be responsible for obtaining any insurance that is necessary to cover its own risks. In no event shall the Authority be liable for any: (a) business interruption or other consequential damages sustained by Concessionaire; (b) damage, theft or destruction of Concessionaire's inventory, Concessionaire Improvements, or property of any kind; or (c) damage, theft or destruction of an automobile, whether or not insured.

20.9 Additional Requirements.

(a) All liability policies shall be endorsed to include the Authority Indemnitees as additional insureds with respect to Concessionaire's, and Concessionaire Agents', acts or

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omissions, operations, use, and occupancy of the Airport, or other related functions performed by or on behalf of Concessionaire in, on or about the Airport.

(b) All such insurance shall be primary and noncontributing with any other insurance held by or on behalf of any Authority Party where liability arises out of or results from the acts or omissions of Concessionaire or Concessionaire Agents.

(c) Such policies may provide for reasonable deductibles and/or self-insured retentions. All self-insured retentions shall be declared to the Authority and approved in writing, on a case-by-case basis, based upon the nature of Concessionaire's operations and the type of insurance involved.

(d) Each such insurance policy shall include a waiver of subrogation endorsement in favor of the Authority Parties.

(e) The Authority shall have no liability for any deductibles, self-insured retentions, or premiums charged for such coverage(s). The inclusion of any of the Authority, the Authority Commission, and all its officers, employees, and agents, their successors, and assigns, as an additional insured is not intended to, and shall not, make them, or any of them, a partner or joint venture with Concessionaire in its operations at the Airport or connected with this Agreement.

(f) The insurance policy limits specified herein shall be reviewed for adequacy annually by the Authority which may, thereafter, require Concessionaire to adjust the insurance coverage to whatever reasonable requirement the Authority deems to be adequate. Concessionaire shall provide the Authority with proof of such compliance by giving the Authority an updated certificate of insurance within with 30 days of Authority's written notice.

(g) All insurance policies required herein shall have a rating of not less than A-X in A.M. Best's Insurance Guide or otherwise acceptable to the Authority.

(h) At least 10 business days prior to the expiration date of all policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with the Authority. If such coverage is canceled, Concessionaire shall, within 15 days of such cancellation, file with the Authority evidence that the required insurance coverage has been reinstated without lapse or provided through another insurance company or companies.

20.10 Proof of Insurance.

(a) Concessionaire shall provide proof of the requested insurance to the Authority in the following manner:

(1) Certificate(s) of Insurance evidencing all specified coverage shall be filed with the Authority prior to Concessionaire performing under this Agreement or occupying the Leased Premises. The Certificate(s) shall contain the applicable policy numbers, the inclusive dates of policy coverage, the insurance carrier's name, the insurance broker's name, address and telephone number, shall bear an original signature of an authorized representative of such carrier, and shall provide that such insurance shall not be subject to cancellation, or non-renewal except after written notice by certified mail, return receipt requested, to the Authority at least 30 days

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prior to the effective date thereof. The Authority shall have the right to receive, upon request, all pertinent information about the broker and carrier providing such insurance.

(2) Additional Insured Endorsement(s) shall be filed with the Authority prior to Concessionaire constructing any Leasehold Improvements, installing any Ancillary Installations or occupying the Leased Premises.

(3) Waiver of Subrogation Endorsement(s) shall be filed with the Authority prior to Concessionaire constructing any Leasehold Improvements, installing any Ancillary Installations or occupying the Leased Premises.

(4) If requested by the Authority, Concessionaire shall provide copies of original insurance policies.

(5) If requested by the Authority, when coverage is provided by foreign insurance syndicates, a broker's letter that is acceptable to the Authority in form and content.

(6) If requested by the Authority, other written evidence of coverage that is acceptable to the Authority.

(b) Submission of insurance from a non-California admitted carrier is subject to the provisions of Insurance Code Sections 1760 through 1780, and any other regulations and/or directives from the State Department of Insurance or other regulatory board or agency. Concessionaire shall, except where exempted, provide the Authority proof of such insurance by and through a surplus line broker licensed by the State of California.

(c) The procuring of such required policies of insurance shall not be construed to limit Concessionaire's liability, nor to fulfill the indemnification requirements of this Agreement. Notwithstanding such policies of insurance, Concessionaire shall be obligated for the full and total amount of any damage, injury, or loss caused by Concessionaire, including Concessionaire Agent(s), and connected with this Agreement or with Concessionaire, including Concessionaire Agent(s), if any, use or occupancy of the Leased Premises or use of the Ancillary Locations.

20.11 Insurance Requirements for Concessionaire Agents. Concessionaire shall require all Concessionaire Agents (other than Concessionaire's employees) in connection with the use of Leased Premises or the Ancillary Installations to carry and maintain coverage with limits not less than those required of Concessionaire in this Agreement. Concessionaire shall incorporate this insurance requirement by reference within any contract executed by Concessionaire and shall cause each Concessionaire Agent to comply with the terms of this Agreement. Concessionaire shall obtain and verify the accuracy of certificates of insurance evidencing the required coverage prior to permitting Concessionaire Agents to perform Leasehold Improvements, the Ancillary Installations or services on Airport property. Concessionaire shall furnish certificates of insurance with additional insured endorsements and waivers of subrogation as applicable from all of Concessionaire Agents as evidence thereof as the Authority may reasonably request.

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ARTICLE 21
INDEMNIFICATION; HOLD HARMLESS

21.1 Concessionaire Indemnification of Authority.

(a) To the fullest extent permitted by law, Concessionaire shall defend, indemnify, and hold harmless the Authority Indemnitees from and against any and all liabilities, liens, claims, judgments, demands, causes of action, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs) (collectively, the "Liabilities"), arising out of, related to, or in any way connected with this Agreement, the Leased Premises, the Ancillary Installations, or the System, including any related: (i) actions or omissions of Concessionaire or the Authority; (ii) obligations or activities undertaken in connection with this Agreement; (iii) damage to any person or property, or injury to or death to any person, including any claim or action alleging latent and other defects, whether or not discoverable by Concessionaire or the Authority; (iv) alleged or actual breach of any laws; and (v) duties under easements or contracts with third parties; except that this requirement shall not apply to any Liabilities arising through the sole negligence or willful misconduct of the Authority.

(b) These indemnity obligations shall apply for the entire time that any third party can make a claim against or sue the Authority Indemnitees and shall survive the expiration or termination of this Agreement. Concessionaire and the Authority shall promptly provide notice to each other of any Liabilities. Within seven days of receiving the Authority's notice, Concessionaire shall respond to the Authority in writing regarding Concessionaire's plan of action. Concessionaire shall not settle, compromise any claim or matter, or admit liability or fault on the part of the Authority without first obtaining Authority's written consent. Maintaining the insurance required under this Agreement shall not affect Concessionaire's indemnity obligations.

21.2 Subcontractor Indemnification of Authority. Concessionaire shall include in its Subcontracts the language of this Article indemnifying the Authority Indemnitees from any and all Liabilities arising out of, related to, or in any way connected with this Agreement, the Leased Premises or the System. These indemnity obligations shall apply for the entire time that any third party can make a claim against or sue the Authority Indemnitees and shall survive the expiration or termination of any such Subcontract. Any Subcontractor shall promptly provide notice to Concessionaire and the Authority of any Liabilities. Within seven days of receiving the Authority's notice, Subcontractor shall respond to the Authority in writing (with a copy to Concessionaire) regarding Subcontractor's plan of action. Subcontractors shall not settle, compromise any claim or matter, or admit liability or fault on the part of the Authority without first obtaining the Authority's written consent.

21.3 Disclaimer of Liability. The Authority disclaims, and Concessionaire releases the Authority, to the extent allowed by law, from any and all liability, whether in contract or tort (including strict liability, negligence, and nuisance), for any loss, damage, or injury of any nature whatsoever sustained by Concessionaire or any Concessionaire Agent including loss, damage or injury to any Leasehold Improvement, Ancillary Installation, or personal property of Concessionaire, unless such loss, damage or injury is caused solely by the Authority's negligence or intentional misconduct. Under no circumstances shall the Authority be liable for indirect, consequential, special, or exemplary damages whether in contract or tort (including strict liability,

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negligence, and nuisance), including loss of revenue or anticipated profits. The Authority shall have no liability whatsoever and Concessionaire releases and agrees to hold harmless the Authority from any and all liability relating to any information provided by the Authority, including any historical or forecasted air traffic or passenger traffic flow information, or the accuracy thereof, or the actual air or passenger traffic. Concessionaire acknowledges and agrees that its use of any such information was at its sole risk.

ARTICLE 22
ENVIRONMENTAL PROTECTION

22.1 Definitions. As used in this Article, the following definitions shall apply:

(a) "**Environmental Laws**" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§9601, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. §§6901, et seq.), the Clean Water Act (33 U.S.C. §1251, et seq.), the Safe Drinking Water Act (42 U.S.C. §§300f, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§5101, et seq.), the Toxic Substance Control Act (15 U.S.C. §§2601, et seq.), the California Hazardous Waste Control Law (California Health and Safety Code §§25100, et seq.), the Porter-Cologne Water Quality Control Act (California Water Code §§13000, et seq.), and the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code §§25249.5, et seq.).

(b) "**Environmental Damages**" means all claims, fees and expenses of defense of any claim and of any settlement or judgment, including reasonable attorneys', consultants', contractors', experts' and laboratory fees, any of which are incurred at any time as a result of the presence of Hazardous Materials, Regulated Materials and Pollutants upon, about, or beneath the Leased Premises or migrating or threatening to migrate to or from the Leased Premises, or an Ancillary Installation, or the existence of a violation of Environmental Laws pertaining to the Leased Premises, an Ancillary Installation or Concessionaire's operations at the Airport including fees incurred in connection with a Response, or a violation of Environmental Laws. Environmental Damages does not include any claims, fees or expenses of defense of any claim or of any settlement or judgment, including reasonable attorneys', consultants', contractors', experts' and laboratory fees, any of which are incurred at any time as a result of Authority's sole active negligence or willful misconduct.

(c) "**Hazardous Material, Regulated Material and/or Pollutant**" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. "Hazardous Material, Regulated Material and Pollutant" includes any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to any Environmental Law; any asbestos and asbestos containing materials; petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids; and any materials referenced in the Airport Rules & Regulations.

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(d) "**Release**" with respect to Hazardous Material, Regulated Material and Pollutants shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into on any property or the environment, and includes any threat of Release to the extend regulated under Environmental Laws.

(e) "**Response**" or "**Respond**" means action taken in compliance with Environmental Laws to correct, remove, remediate, clean-up, prevent, mitigate, treat, monitor, evaluate, investigate, assess or abate the Release of any Hazardous Material, Regulated Materials and Pollutants, or to prevent or abate any public nuisance.

22.2 Concessionaire Representations, Warranties, and Covenants.

(a) Concessionaire shall comply and shall ensure that Concessionaire Agent(s) comply with all applicable Environmental Laws pertaining to its and their use of, and operations at, the Airport.

(b) Concessionaire shall, and shall ensure that Concessionaire Agent(s), handle, use, store, dispose of, transport, or otherwise manage, any Hazardous Materials, Regulated Materials and Pollutants at the Airport in a lawful manner.

(c) Concessionaire shall obtain and regularly maintain all necessary licenses, permits, registrations and other authorizations and approvals required under Environmental Laws, and shall provide any notices required under Environmental Laws, for conducting its operations at the Airport.

(d) Concessionaire shall promptly provide the Authority with a copy of any application filed and/or permit received for the use or storage of Hazardous Materials, Regulated Materials and Pollutants on the Airport, or report arising out of or in connection with any Hazardous Materials, Regulated Materials and Pollutants pursuant to any Environmental Laws or permits on or about the Leased Premises or the Ancillary Installations.

22.3 Environmental Sustainability Programs.

(a) The Authority is committed in its efforts to reduce the environmental footprint of the Airport, integrate sustainable practices into Airport operations, and respond to community concerns while providing economic benefits to the region. The Authority is dedicated to reducing the Airport's greenhouse gas emissions year after year to minimize the Airport's carbon footprint over time. Further, the Authority has pledged to reach carbon neutrality at the Airport by 2045, consistent with City of Burbank and State of California goals. Carbon reductions will be measured on a per-passenger basis for emissions under the Authority's control (known as Scope 1 and 2 emission sources) including fleet and heavy-duty vehicles, emergency generators, firefighting training, refrigerant losses, and purchased electricity. The Authority will strive to achieve these reductions through initiatives such as the clean fleets program, sustainable design and construction program, and renewable energy projects. These advances toward sustainability will support the Authority's objective to serve its guests while minimizing environmental impacts. The Authority specifically reserves the right to modify the Airport's environmental goals,

sustainability initiatives, policies, and procedures as stipulated in the Airport Rules and Regulations. Concessionaire shall comply with applicable Environmental Laws.

(b) In the event that Concessionaire becomes authorized to operate a motor vehicle in the Airfield Operations Area, Concessionaire shall be required to comply with the Authority's Air Quality Improvement Plan ("AQIP") / Memorandum of Understanding ("MOU") with the South Coast Air Quality Management District and federal, state, and local regulations to reduce emissions from operations. The AQIP/MOU is available on the Authority's website or by request to the Authority.

(c) From time to time the Authority shall publish requirements applicable to Concessionaire and other Airport tenants as part of the Sustainability Program. Concessionaire shall comply with all such requirements.

22.4 Concessionaire Environmental Reporting and Response Requirements.

(a) In the event Concessionaire receives any written notice, citation, order, warning, complaint, claim, or demand from a government entity regarding Concessionaire's use of, or operations at the Leased Premises or an Ancillary Location concerning any alleged Release of a Hazardous Materials, Regulated Materials or Pollutants, Concessionaire shall promptly, but not later than five business days after Concessionaire's receipt, inform the Authority, including a copy of such notice received by Concessionaire.

(b) In the event Concessionaire or Concessionaire Agent(s) cause, in whole or in part, unlawfully allow or contribute to a Release of any Hazardous Material, Regulated Material or Pollutants at the Airport that may be in violation of any applicable Environmental Laws or that is above any applicable reportable quantity, emission standard or effluent guideline set forth in any applicable Environmental Laws, Concessionaire shall report such Release to the appropriate governmental authorities in compliance with applicable Environmental Laws.

(c) Concessionaire shall promptly respond to the Release of a Hazardous Materials, Regulated Materials or Pollutants, as required by applicable Environmental Laws and promptly take all further removals, remediation, or corrective actions required under Environmental Laws to abate any threat to human health or the environment or any other resulting impacts.

(d) Any remedial or other activity undertaken by Concessionaire under this Article shall not be construed to impair Concessionaire's rights, if any, to seek contribution or indemnity from any person, consistent with this Agreement.

22.5 Environmental Indemnification and Reimbursement.

(a) Notwithstanding any other provision to the contrary, Concessionaire shall indemnify, defend, and hold harmless Authority Indemnitees from and against any and all Environmental Damages resulting from the failure of Concessionaire to meet its obligations under this Agreement, whether caused, in whole or in part, or unlawfully allowed by Concessionaire, a Concessionaire Agent, or any other third party under Concessionaire's direction or control.

(b) The Authority shall provide Concessionaire with prompt notice of any Environmental Damages to allow Concessionaire the opportunity to properly and effectively respond to or otherwise defend such Environmental Damages. Concessionaire shall, at its sole expense, defend all Environmental Damages whether frivolous or not.

(c) In the event the Authority undertakes any action, including investigations, removals, remediation, or corrective actions with respect to any Environmental Damages in response to the failure of Concessionaire to defend such Environmental Damages, Concessionaire shall reimburse the Authority, upon written demand by the Authority, for all reasonable and documented costs that the Authority incurs in association with such action, including consultants' fees, contractors' fees, reasonable attorneys' fees and expenses of investigation, removal, Response, remediation, or corrective action.

(d) Except to the extent arising out of the sole active negligence or willful misconduct of the Authority Indemnitees, Concessionaire waives the right of contribution and subrogation against the Authority Indemnitees in connection with Environmental Damages set forth herein. Any claims for environmental matters shall be subject to this Article.

22.6 Limitations. Notwithstanding anything contained in this Agreement to the contrary, Concessionaire's obligations under this Article, including Concessionaire's indemnity, is limited to those Hazardous Materials, Regulated Materials and Pollutants first brought, created, disposed, fashioned, or caused to be exposed or released onto the Airport by or on behalf of Concessionaire or Concessionaire Agent(s), and Concessionaire shall not be responsible for nor required to indemnify the Authority Indemnitees for any other Hazardous Materials, Regulated Materials or Pollutants discovered at the Airport.

ARTICLE 23
ASSIGNMENT AND SUBLETTING

23.1 No Assignment or Subletting Without Consent.

(a) Concessionaire shall not in any manner, by operation of law or otherwise, assign, hypothecate, encumber, or transfer this Agreement or any of the rights, duties, or obligations under this Agreement, in whole or in part, voluntarily or involuntarily, or by operation of law (each, a "Transfer"), without the prior written consent of the Authority. Any attempted or purported assignment of any right or obligation pursuant to this Agreement, without such consent, shall be voidable at the discretion of the Authority and grounds for termination of this Agreement. The acceptance by the Authority of any Rent or other payment as provided in this Agreement or the continuation of the use of the Leased Premises or any Ancillary Location, as provided herein, by Concessionaire or purported transferee or successor-in-interest, shall not be deemed a waiver of such right to terminate.

(b) Any request by Concessionaire for approval of a sublease, assignment, mortgage, pledge or other encumbrance to any third party that is not an affiliate of Concessionaire shall be subject to an administrative fee (at an amount determined by the Authority but not more than $1,000 for each request) for costs incurred by such request, which shall be submitted at the time of the request. The payment of this administrative fee is not guarantee of approval.

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23.2 Limited Effect of Consent. Consent by the Authority to any Transfer shall not in any way be construed to relieve Concessionaire from obtaining further authorization from the Authority for any subsequent Transfer.

ARTICLE 24
TAXES, ASSESSMENTS, AND CHARGES

24.1 Taxes, Assessments and Other Charges.

(a) Concessionaire shall pay before delinquency, and without notice or demand, all applicable sales, use, intangible and possessory interest tax, and any other taxes, assessments, and charges levied or imposed against the Leased Premises, the Leasehold Improvements, and other personal property used in the performance of Concessionaire's activities at the Airport, or that result from Concessionaire's construction, occupancy or use of any Airport facilities, or that are assessed on any payments made by Concessionaire under this Agreement, whether levied against Concessionaire or the Authority. Concessionaire shall, at its sole expense, clear any lien created by virtue of such tax, assessment or charge. Any such payment shall not reduce the amount of the Rent otherwise required to be paid by Concessionaire to the Authority.

(b) Concessionaire shall promptly pay any penalty or other charge which may be due and payable to Authority or any other party or government entity in connection with this Agreement and all rights and privileges.

(c) Concessionaire shall promptly pay any tax or other charge which is measured by the amount of Gross Revenues earned by Concessionaire, including, any Gross Revenues income tax or excise tax levied by the Authority, the City of Burbank, the County of Los Angeles, the State of California, the federal government, or any other government entity.

(d) Concessionaire acknowledges that this Agreement may create a possessory interest in the Leased Premises and that such interest may give rise to a possessory interest tax. If a possessory interest tax is levied or imposed, then Concessionaire shall pay such tax when due without any credit or offset to the moneys that are due and payable to the Authority.

(e) To the extent that the Authority forwards to Concessionaire a bill or assessment notice relating to a tax, assessment, or charge coming due for which Concessionaire is responsible, Concessionaire shall pay the tax, assessment, or charge promptly before the due date (and concurrently notify the Authority of such payment).

24.2 Contest of Tax or Charge.

(a) In the event that Concessionaire desires, in good faith, to contest or review by appropriate legal proceedings any tax, assessment, or charge imposed by another government entity, Concessionaire, at least 10 days prior to delinquency, shall give the Authority notice of its intention to contest such tax or charge.

(b) Concessionaire may withhold payment of the tax, assessment or charge being contested if nonpayment is permitted during the pendency of such proceedings without the imposition or foreclosure of any related lien or the imposition of any fine or penalty. The contest

shall be prosecuted to completion (whether or not this Agreement has expired or terminated) without delay at Concessionaire's sole expense.

(c) Within such 10-day period or the applicable period of time allowed by law after the final determination of the amount due, Concessionaire shall pay such amount, together with all costs, expenses and interest (whether or not this Agreement has then expired or terminated).

24.3 Payment by Authority. If Concessionaire fails to pay any tax, assessment, or charge, the Authority may, after five days notice to Concessionaire, pay, discharge, or adjust such tax, assessment, or charge for Concessionaire's benefit. In such event, Concessionaire, on receipt of written demand of the Authority, shall reimburse the Authority promptly for the full amount with interest at the rate of 1.5% per month (subject to the maximum rate permitted by law). Any receipt showing payment by the Authority shall be prima facie evidence that the amount of such payment was necessary and reasonable and made by the Authority on Concessionaire's behalf.

ARTICLE 25
DISCLAIMER OF LIENS

25.1 Creation of Lien Prohibited.

(a) As used in this Article, "Lien" shall mean and refer to any mortgage, lien, security interest, encumbrance, charge on, pledge of, conditional sale or other encumbrance on the Airport Terminal, the Leased Premises, or any Alteration, fixture, improvement or appurtenance.

(b) Concessionaire shall not directly or indirectly create or permit or suffer to be created and/or to remain, any mechanics' or materialman's Lien upon the Leased Premises or any Airport property, including any Initial Improvements, Ancillary Locations, Alterations, New Leasehold Improvements, fixtures, improvements or appurtenances thereto, except those Liens expressly permitted in writing by the Authority, by reason of construction, labor, services, or materials performed or furnished at request of Concessionaire or any contractor or supplier employed by Concessionaire. The Authority shall have the right to post and keep on the Leased Premises any notices that may be required by law or which Authority may deem proper for the protection of Authority and the Airport property from such Liens.

(c) In the event any Lien(s) have been created by or permitted by Concessionaire in violation of this provision, Concessionaire shall within 10 days of the filing thereof, cause such Lien(s) to be discharged as of record, by bond or as otherwise allowed by law.

25.2 Authority Right to Clear. In the event of Concessionaire's failure to clear the record of any such Lien within such time period, the Authority may (but is not required to) remove such Lien by paying the full amount or by bonding or in any other manner the Authority deems appropriate, without investigating the validity of such Lien, and irrespective of the fact that Concessionaire may contest the propriety or the amount, and Concessionaire, upon demand, shall pay the Authority the amount so paid out by the Authority in connection with the discharge of such Lien, together with interest thereon at the rate of 1.5% per month or the maximum legal rate, whichever is greater, and reasonable expenses incurred in connection therewith, including

reasonable attorneys' fees, which amounts are due and payable to the Authority as Additional Rent on the first day of the next following month.

25.3 No Consent by Authority. Nothing contained in this Agreement shall be construed as a consent on the part of the Authority to subject the Authority's estate in the Leased Premises to any lien or liability under the laws of the State of California.

25.4 Survival. Concessionaire's obligations under this Section shall survive expiration or termination of this Agreement.

ARTICLE 26
SUBORDINATION AND ATTORNMENT

26.1 Subordination. This Agreement is subject and subordinate to all mortgages, deeds of trust, bond indentures, liens and other encumbrances, security interests now or hereafter affecting the Leased Premises or the other areas of the Airport, and to all renewals, modifications, replacements, consolidations and extensions thereof. Concessionaire shall execute and deliver to the Authority or any other party requiring such subordination, within 10 days following its receipt, any and all documents which may be required to effectuate such subordination. This Agreement shall be amended, altered or modified in accordance with the reasonable requirements of a mortgagee, beneficiary, bond trustee, secured party or other lien holder, so long as such amendment, alteration or modification does not cause Concessionaire material financial loss, and that Concessionaire written consent to any such amendment, alteration or modification shall not be unreasonably withheld or delayed. Concessionaire shall give prompt written notice to each mortgagee, beneficiary, bond trustee, secured party or lien holder, of which Concessionaire has written notice, of any default of the Authority, and Concessionaire shall allow such mortgagee, beneficiary, bond trustee, secured party or lien holder a reasonable length of time (in any event, not less than 30 days from the date of such notice) in which to cure such default.

26.2 Attornment. In the event that any mortgage, deed of trust, bond indenture, security interest, lien or other encumbrance is foreclosed, Concessionaire, with and at the election of the purchaser or, if there is no purchaser, with and at the election of the holder of the fee title to the Leased Premises, shall enter into a new contract covering the Leased Premises for the remainder of the Concession Period, on the same provisions herein provided. Alternatively, upon such foreclosure, Concessionaire shall, upon written request, attorn to the purchaser and recognize the purchaser as the Authority under this Agreement.

26.3 Subordination to U.S. Government Agreements. This Agreement shall be subordinate to the provisions of any existing or future agreement between Authority and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

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ARTICLE 27
CONCESSIONAIRE REPRESENTATIONS AND WARRANTIES; ADDITIONAL COVENANTS

27.1 Representations and Warranties. Concessionaire represents and warrants as follows, each of which is true and correct, as of the date of execution of this Agreement and shall be true through the term of this Agreement:

(a) Concessionaire has the power and authorization to enter into this Agreement, the Board of Directors of Concessionaire has by appropriate action approved this Agreement, this Agreement has been executed and delivered pursuant to the authorization conferred by such action, and is binding upon Concessionaire in accordance with its terms, and that the individual(s) executing this Agreement on behalf of Concessionaire is duly authorized to do so.

(b) Concessionaire is duly authorized to do business in the State of California and possesses all governmental approvals necessary to perform this Agreement.

(c) Concessionaire is in compliance with all laws related to Concessionaire's business and activities conducted at the Airport.

(d) Except as disclosed in writing to the Authority before execution of this Agreement, there are no actions, suits, or proceedings pending with service of process accomplished or, to Concessionaire's best knowledge, threatened in writing against or affecting Concessionaire, by or before any court, arbitrator, or government entity that (i) would adversely affect Concessionaire's ability to perform its obligations under this Agreement, or (ii) relate to the execution, delivery or performance by Concessionaire of this Agreement.

(e) Concessionaire's execution, delivery, and performance of this Agreement do not conflict with or and would not result in a violation of, or breach of, or constitute a default under, any agreement or instrument to which Concessionaire is a party or by which it is bound.

27.2 Additional Covenants. Throughout the term of this Agreement:

(a) Concessionaire shall comply with the Federal Requirements and applicable laws as to Concessionaire's operations and transactions related to the subject matter of this Agreement.

(b) Concessionaire shall comply with orders, directives, or conditions issued, given or imposed by the Authority with respect to Concessionaire's activities at the Airport.

(c) If the TSA, the FAA, or any other federal government entity imposes a fine or penalty on the Authority for Concessionaire's or a Concessionaire Agent's non-compliance with federal laws or rules and regulations, then Concessionaire shall reimburse and indemnify the Authority for the entire amount of the fine or penalty.

(d) Concessionaire shall possess and shall, at its sole expense, keep in effect, all licenses, permits, qualifications, and approvals of whatever nature legally required for Concessionaire to perform this Agreement.

(e) Concessionaire shall comply with all applicable prevailing wage laws (including Labor Code Sections 1720, 1720.2, 1720.3, 1720.4 and 1771) with respect to work performed in connection with this Agreement. Concessionaire shall be solely responsible for determining applicability of prevailing wage laws.

(f) Concessionaire shall not enter into, any contract that will create a conflict of interest with its obligations to perform this Agreement.

(g) At the Authority's request any time, Concessionaire shall provide a sworn affidavit listing all natural or artificial persons with an ownership interest in Concessionaire and stating that no other person holds an ownership interest in Concessionaire via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If Concessionaire fails to submit the required affidavits, the Authority may, after 30 days written notice to Concessionaire, take such action as may be necessary to cause the suspension of any further payments until the required affidavits are submitted.

ARTICLE 28
GENERAL PROVISIONS

28.1 Notices. Any notices, invoices, or other documents related to this Agreement shall be delivered as provided in this Section and shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of email delivery:

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To Authority: BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

before RPT Opening Date:
2627 N. Hollywood Way
Burbank, CA 91505

after RPT Opening Date:
2827 N. Hollywood Way
Burbank, CA 91505

Attn: John T. Hatanaka, Executive Director
Email: jhatanaka@bur.org

To Concessionaire: BOINGO LLC

Headquarter Office:
17 Cowboys Way, Suite 400
Frisco, TX 75034
Attn: Peter Hovenier, Chief Financial Officer
Email: phovenier@boingo.com

Servicing Office:
10960 Wilshire Boulevard, Suite 2300
Los Angeles, CA 90024
Attn: Legal Department
Email: legalnotices@boingo.com

28.2 Airport Rules and Regulations. Concessionaire shall comply with the Airport Rules and Regulations. Violations of the Airport Rules and Regulations by Concessionaire or Concessionaire Agents shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

28.3 Security.

(a) Concessionaire shall be solely responsible for instituting and carrying out specific security measures in the areas where it is authorized to operate to prevent vandalism. The Authority shall be responsible only for general security throughout the Airport and shall not be liable for any vandalism that may occur in the areas of Concessionaire operation.

(b) The Authority may install, operate, and maintain a security monitoring system at the Airport that affects the areas where Concessionaire operates. The Authority may install, operate and maintain a computer-controlled access system at certain door access points.

(c) Concessionaire shall utilize the access control equipment provided by the Authority, after Concessionaire pays reasonable fees or charges for use of such access control equipment, or as otherwise agreed upon by the Authority in writing.

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28.4 Generally Accepted Accounting Principles. Whenever any report or disclosure referred to in this Agreement consists, either in whole or in part, of financial information, such report or disclosure shall be prepared in accordance with generally accepted accounting principles.

28.5 No Waiver of Responsibility.

(a) The Authority's receipt, review, inspection or approval of Concessionaire's plans, work or materials, or reports shall not constitute a waiver or release by the Authority of any obligation or responsibility of Concessionaire, or an assumption of any risk or liability by the Authority. Concessionaire shall make no claim against the Authority on account of such receipt, review, inspection or approval.

(b) No payment by Concessionaire or receipt by the Authority of a lesser amount than the Rent, fees or charges due to be made by Concessionaire shall be deemed to be other than on account of the Rent, fees and/or charges due, and no endorsement or statement on any check or in any letter accompanying any check or payment as Rent, fees or charges shall be deemed an accord and satisfaction, and Authority may accept such check or payment without prejudice to Authority's right to recover the balance of such Rent, fees and/or charges or to pursue any other remedy provided in this Agreement,

28.6 Force Majeure. If either party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor disputes, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, terrorism, war, fire or other casualty, or other reason of a similar nature beyond the reasonable control of the party delayed in performing work or doing acts required under this Agreement, performance of such act shall be excused for the period of the actual delay attributable to such causes, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. This section shall not be applicable to Concessionaire's obligations to procure insurance or to pay Rent, fees and charges, or any other sums, moneys, costs, charges, or expenses required to be paid by Concessionaire. If any provision of this Agreement negates or limits the period of any extension for force majeure delay, such provision shall override this section. The party claiming excuse from performance for force majeure shall, within two days after the initial occurrence of the force majeure event, give the other party notice of such claim.

28.7 Time is of the Essence. Time is of the essence of this Agreement.

28.8 Authority Executive Director. Except for exercise of the extension option, which shall require Authority Commission approval, the Executive Director is authorized to give all approvals and consents on behalf of the Authority.

28.9 Relationship of Parties.

(a) This Agreement is not intended to create, and shall not be construed as creating, the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Authority and Concessionaire. No provision in this Agreement and no act of the Authority or Concessionaire, create a relationship other than the relationship of landlord and tenant.

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(b) Concessionaire is and shall remain an independent contractor with respect to all installations, construction, and services performed under this Agreement. Concessionaire has full and exclusive liability for the payment of any and all contributions or taxes for social security; unemployment insurance, or old age retirement benefits pensions or annuities now or hereafter imposed under any law that are measured by the wages, salaries, or other remuneration paid to persons employed by Concessionaire on work performed under this Agreement.

(c) This Agreement is intended for the sole protection and benefit of the parties and their successors, and assigns. No other person shall have any right of action based this Agreement.

28.10 Joint and Several Liability. If Concessionaire is a limited liability company, partnership, or joint venture or is an entity comprised of more than one party or entity, the obligation imposed on Concessionaire under this Agreement shall be joint and several, and each member, general partner, joint venture partner, party, or entity of Concessionaire shall be jointly and severally liable for all obligations.

28.11 Effect of Debarment of Concessionaire. The Authority may immediately terminate this Agreement in the event Concessionaire is debarred from contracting or providing services by the Authority, the federal government, or by any other California governmental entity.

28.12 Labor Disputes. Concessionaire shall use commercially reasonable efforts to avoid disruption to the Authority, its tenants or members of the public arising from labor disputes involving Concessionaire.

28.13 Litigation. This Agreement shall be construed, interpreted and applied in accordance with, governed by, and enforced under the laws of the State of California. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

28.14 Rules of Construction.

(a) *General*. Unless otherwise indicated or apparent from the context, the following rules of construction shall apply. The singular includes the plural and vice versa; the term "shall" is mandatory and the term "may" is permissive; the term "day" means calendar day; the term "business day" means a non-holiday weekday; the phrase "for [number] days" means for [number] consecutive days; the phrase "at any time" means at any time and from time to time; and the terms "include," "includes," and "including" are illustrative and nonexhaustive.

(b) *Cross-References*. Cross-references are to articles, sections, or paragraphs of this Agreement unless otherwise indicated or apparent from the context.

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(c) *Law References*. References to a statutory code or legislative bill refer to California law unless otherwise indicated or apparent from the context. References to a statute, regulation, or ordinance shall be deemed to refer to the then-current version of the statute, regulation, or ordinance.

(d) *Fair Meaning*. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either party.

(e) *Two Constructions*. If any provision in this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

28.15 Exhibits.

(a) Exhibits A through I are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A through H, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit I, the provisions of Exhibit I shall prevail.

(b) Whenever information in an exhibit becomes outdated because of changes pursuant to this Agreement, the parties may substitute an updated exhibit. Such substitution shall not require Authority Commission approval.

28.16 Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

28.17 Integration. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding Concessionaire's concession in the Airport Terminal. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to such subject matter. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

ARTICLE 29
SIGNATURES

29.1 Electronic Signature and Delivery. A manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

29.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

29.3 Parent Company. If financial statements for a parent company were submitted with the Proposal, the parent company shall also execute the Agreement such that it is bound jointly with Concessionaire to the obligations of the Agreement.

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

Boingo LLC

DocuSigned by:

By: Peter Hovenier
DED1FAC294BC421...

Print Name: Peter Hovenier

Title: Manager

DocuSigned by:

By: Mike Finley
63CE3D74C1094B2...

Print Name: Mike Finley

Title: Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

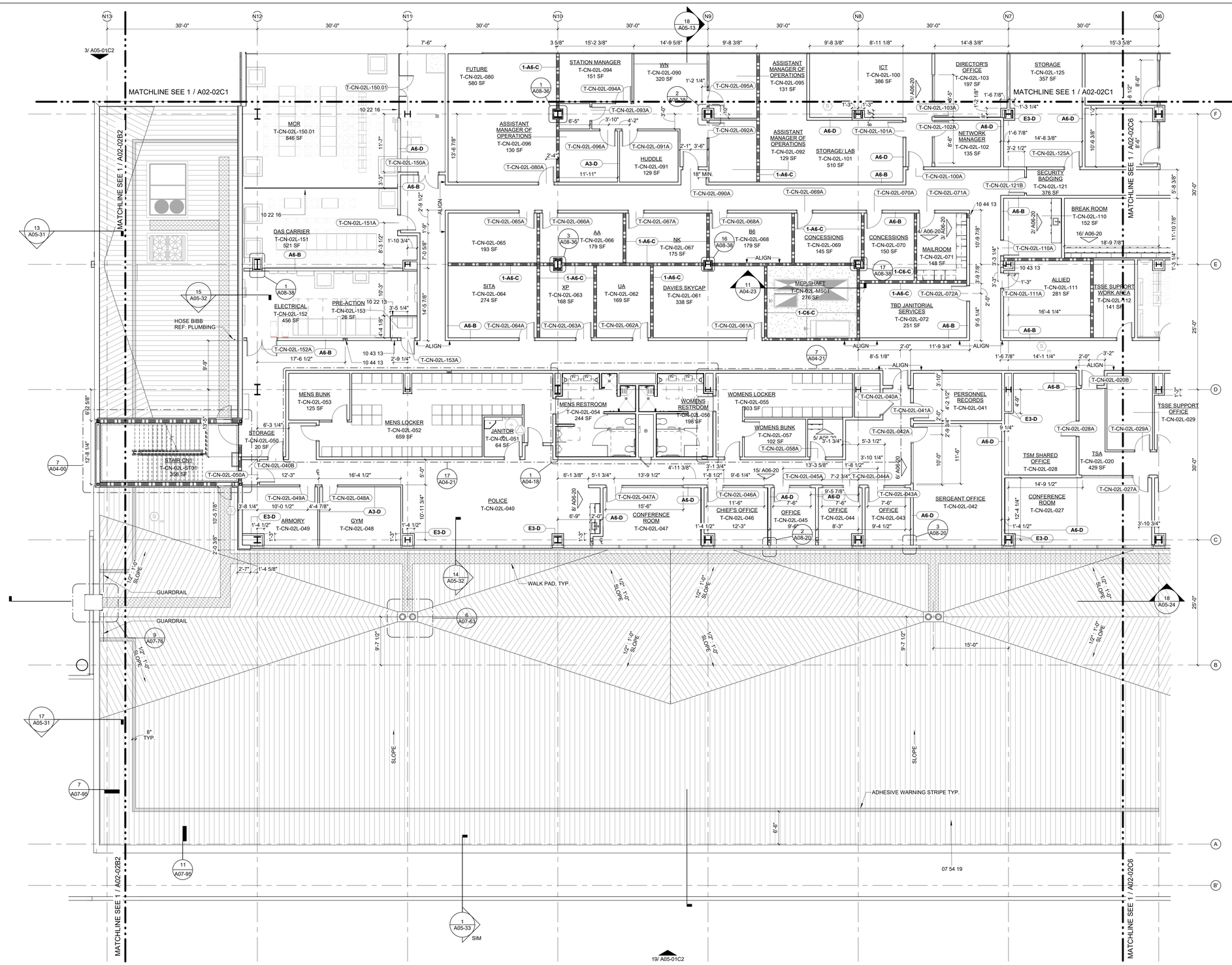
Burbank-Glendale-Pasadena Airport Authority

_____
Ara Najarian, President

Approved as to form:

_____
Richards, Watson & Gershon
A Professional Corporation

Exhibit A: Leased Premises



1 ARCHITECTURAL FLOOR PLAN - LEVEL 02 - ZONE C5
1/8" = 1'-0"

GENERAL PLAN NOTES

1	ALL INTERIOR WALLS ARE TYPE A3-D U.N.O.
2	PROVIDE CONTROL JOINTS IN GYPSUM BOARD WALLS ABOVE THE CORNER OF ALL INTERIOR DOOR AND WINDOW FRAMES IN THE CENTER OF STRAIGHT WALLS 30'-0"/ IN LENGTH OR GREATER OR AS INDICATED ON INTERIOR ELEVATIONS. PROVIDE CONTROL JOINTS AT 10'-0" O.C. TYPICAL (VERIFY LOCATIONS WITH ARCH.)
3	ALL INTERIOR WINDOWS TO BE MOUNTED AT 03'-0"A.F.F. TO TOP OF FRAME UNLESS NOTED OTHERWISE
4	ALL CRASH PADS TO BE MOUNTED AT 4" A.F.F. TO BOTTOM OF PAD U.N.O.
5	PROVIDE ROOF HATCHES ABOVE ALL STEEL LADDERS FOR ROOF ACCESS.
6	PROVIDE PLASTIC LAMINATE WINDOW SILL INSIDE ALL EXTERIOR WINDOWS (EXCEPT CLERESTORY WINDOWS.)
7	PROVIDE HOLLOW METAL DOORS AND FRAMES U.N.O.
8	INTERIOR FIT-OUT FOR CONCESSIONS SPACES TO BE PROVIDED AT A FUTURE DATE AWARDED CONCESSIONAIRE TO COMPLY WITH PR-01 (3.A.2.E)
9	PROVIDE CAST IRON BOOT AT ALL DOWN SPOUTS TO UNDERGROUND DRAINAGE SYSTEM, TYP.
10	PROVIDE FLUSH RECESSED BRUSHED STAINLESS STEEL WALL CORNER GUARDS UP TO 6'0" AFF AT ALL OUTSIDE CORNERS AND ENTRYWAYS IN PUBLIC AREAS, TYPICAL FOR PUBLIC AREAS, EXCEPT IN RESTROOMS.
11	PROVIDE STAINLESS STEEL CORNER GUARDS UP TO 8'0" AFF FOR ALL OUTSIDE CORNERS, TYPICAL FOR NON-PUBLIC SPACES, EXCEPT IN RESTROOMS.
12	PROVIDE 4" HIGH, WALL WIDTH CURBS AT ALL EXTERIOR WALLS AND CURTAIN WALLS, PROVIDE 6", WALL WIDTH CURB AT PLUMBING CHASES AND RESTROOMS.
13	INTERIOR FIT-OUT FOR TSA ROOMS TO BE IN ACCORDANCE WITH UNITED STATES DEPARTMENT OF HOMELAND SECURITY AND TRANSPORTATION SECURITY ADMINISTRATION
14	REFER TO SHEET A09-00.2 MATERIAL LEGEND FOR FINISH MATERIALS KEY
15	REFER TO SHEET TBD FOR WATERPROOFING DETAILS
16	REFER TO AG SERIES SIGNAGE DRAWINGS FOR LAYOUT AND DETAILS OF WAYFINDING ELEMENTS INCLUDING FLOOR, OVERHEAD AND WALL MOUNTED WAYFINDING ELEMENTS.
17	REFER TO SHEET A00-01 FOR PARTITION TYPES
18	SEE CIVIL DRAWINGS FOR BOLLARD LOCATIONS AND DESIGN
19	REFER TO SHEET A07-40 FOR INTERIOR SEISMIC/EXPANSION JOINTS
20	SEE ELECTRICAL DRAWINGS FOR FLOOR J-BOXES, ONE PER SEATING ELEMENT MINIMUM.
21	WALLS ALONG GRIDLINE WITHOUT DIMENSION ARE TO BE ERECTED WITH WALL ASSEMBLY CENTERED UPON SAID GRIDLINE U.N.O.
22	WALLS JUSTIFIED TO SIDE OF GRIDLINE WITHOUT DIMENSION ARE TO BE ERECTED WITH FACE OF OYP JUSTIFIED TO SAID GRIDLINE U.N.O.

GENERAL ROOF NOTES

1. TENANT ROOFTOP EQUIPMENT SHALL BE LOCATED 10 FT MIN. FROM ROOF EDGE
2. FOR ROOF ASSEMBLY REF. SHEET CW1-04
3. REFER TO SHEET A05-40 FOR ROOF GEOMETRY.
4. REFER TO SHEET A07-51 FOR EXPANSION JOINT COVER DETAILS.
5. REFER TO SHEET A07-75 FOR MECHANICAL SCREEN WALL DETAILS
6. REFER TO SHEET A07-77 FOR FALL PROTECTION SYSTEM DETAILS
7. FOR ROOF ASSEMBLY INFORMATION REFER TO EXTERIOR WALL SECTIONS IN A05-30 SERIES

PARTITION RATING LEGEND

UNRATED PARTITION ASSEMBLY

1 HOUR RATED ASSEMBLY *

2 HOUR RATED ASSEMBLY *

*REFER TO LIFE SAFETY DRAWINGS FOR ASSEMBLY TYPE - PARTITON OR BARRIER

SHEET NOTES

07 54 19	POLYVINYL-CHLORIDE (PVC) MEMBRANE ROOFING
10 22 13	WIRE MESH PARTITIONS
10 22 16	
10 22 16	INTERIOR CHAIN LINK PARTITIONS AND GATES
10 43 13	LIFE SAFETY DEVICES AND CABINETS
10 44 13	FIRE EXTINGUISHER CABINETS

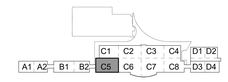
This Document was produced by or under the authority of Registered Architect:

BRENT KELLEY

LICENSED ARCHITECT
BRENT ALLEN KELLEY
C-29540
07/31/2025
REN. DATE
STATE OF CALIFORNIA

Date of issue:
10/23/2024

KEYPLAN



0' 2' 4' 8' 16' N

△	REVISIONS		○	ISSUES	
			2	09/18/2023	30% SCHEMATIC DESIGN
			3	12/18/2023	60% DESIGN DEVELOPMENT
			4	04/10/2024	ISSUE FOR PERMIT
			5	08/01/2024	ISSUE FOR PERMIT R1
			6	09/12/2024	ISSUE FOR PERMIT R2
			7	10/23/2024	ISSUE FOR CONSTRUCTION

Hollywood Burbank Airport

HOLDER Pankow TEC CORGAN CANNONDESIGN BURNS McDONNELL

TERMINAL BUILDING
BURBANK RPT PROJECT
2827 N HOLLYWOOD WAY
BURBANK, CA 91505

SHEET TITLE:
ARCHITECTURAL FLOOR PLAN - LEVEL 02 - ZONE C5

DATE: 10/23/2024
DRAWN BY: **MT**
CHECKED BY: **Checker**
PERMIT NUMBER: BS2400265

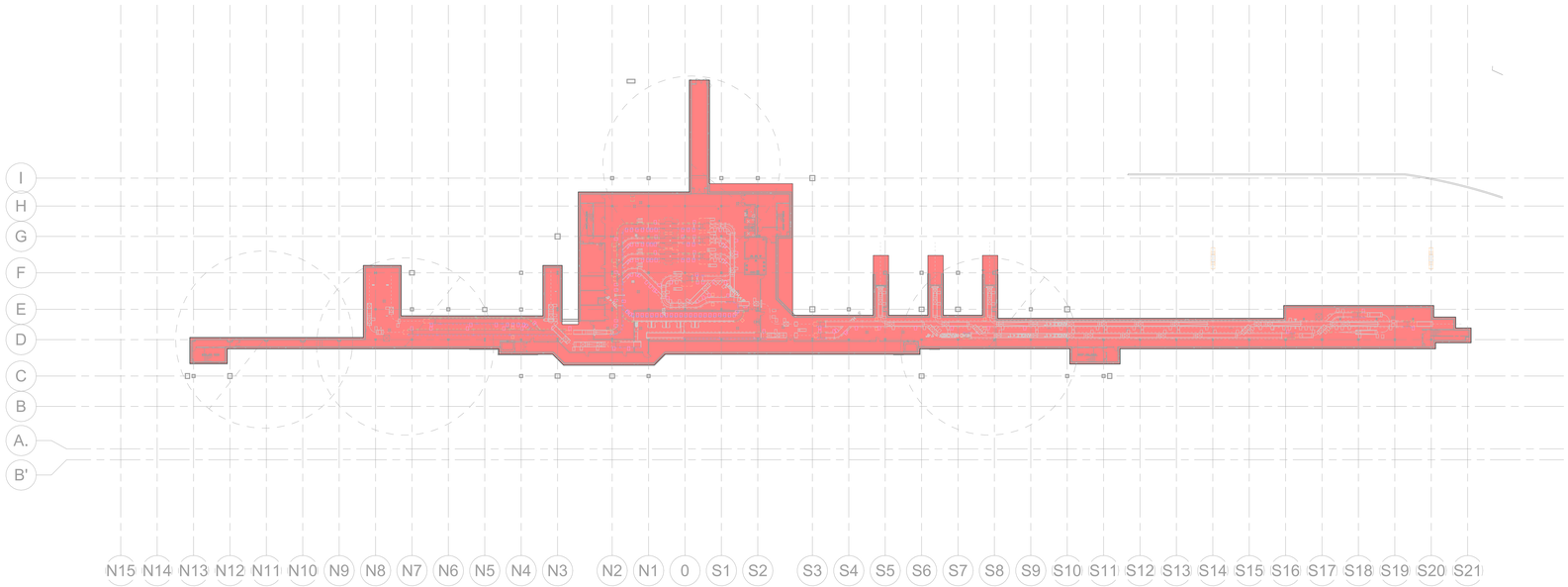
DRAWING No: A02-02C5

TERM2

RETURN TO INDEX G01-01.1

9/12/2024 11:52:43 PM A02-02C5ARCHITECTURAL FLOOR PLAN - LEVEL 02 - ZONE C5

Exhibit B: Ancillary Installations and Locations



1 LEVEL B1 - IT/NETWORK CELLULAR DAS COVERAGE PLAN
1" = 50'-0"

This Document was produced by or under the authority of Registered Engineer:
TYLER KELLY

This document is incomplete and may not be used for regulatory approval, permit or construction.

Date of issue:
08/01/2024

N

△	REVISIONS		○	ISSUES	
			1	07/04/2023	BASIS OF DESIGN
			2	09/18/2023	30% SCHEMATIC DESIGN
			3	12/18/2023	60% DESIGN DEVELOPMENT
			4	02/07/2024	IFP 50% PROGRESS PRINT
			5	04/10/2024	ISSUED FOR PERMIT
			6	08/01/2024	ISSUED FOR PERMIT R1

Hollywood Burbank Airport

HOLDER Pankow TEC CONSTRUCTORS & ENGINEERS CORGAN CANNONDESIGN BURNS MCDONNELL

Faith Group

TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

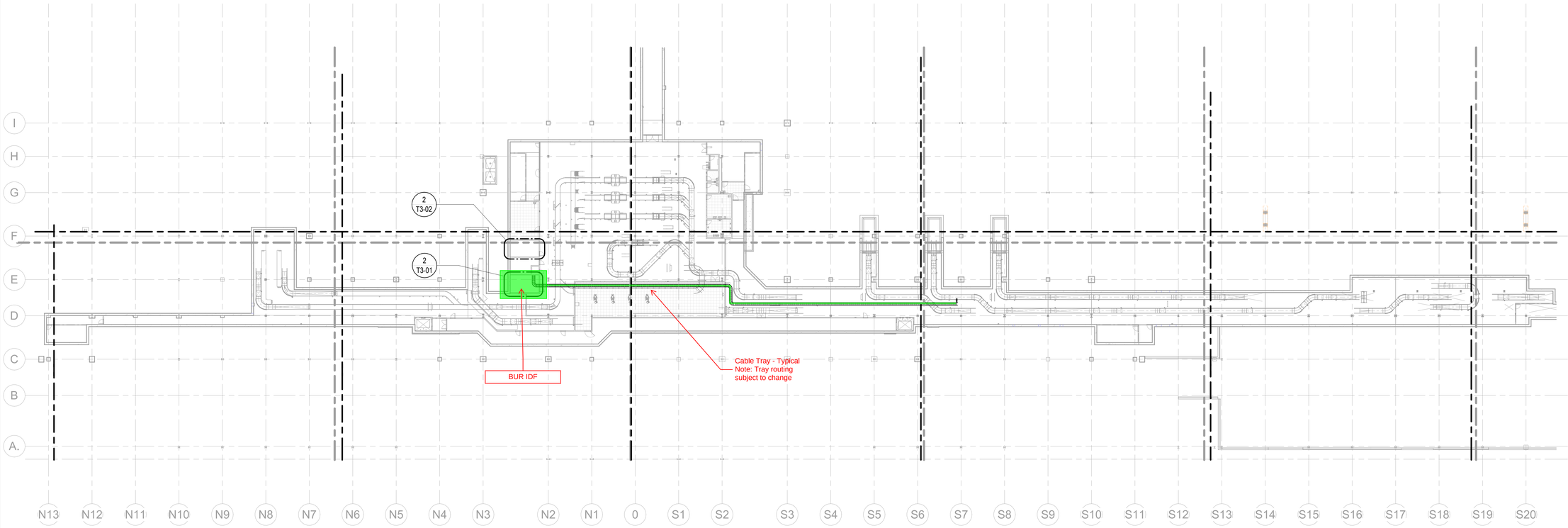
SHEET TITLE:
LEVEL B1 - CELLULAR DAS COVERAGE PLAN

DATE: 08/01/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: TI1-13

TERM

7/31/2024 4:14:27 PM TI1-13 LEVEL B1 - CELLULAR DAS COVERAGE PLAN



1 LEVEL B1- TELECOM OVERALL REFLECTED CEILING PLAN

1" = 30'-0"

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Date of issue:
10/23/2024

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△	REVISIONS	○	ISSUES	
		1	09/18/2023	30% SCHEMATIC DESIGN
		2	12/18/2023	60% DESIGN DEVELOPMENT
		4	04/10/2024	ISSUED FOR PERMIT
		5	08/01/2024	ISSUED FOR PERMIT R1
		6	09/12/2024	ISSUED FOR PERMIT R2
		7	10/23/2024	ISSUED FOR CONSTRUCTION

Hollywood Burbank Airport

HOLDER Pankow TEC CONSTRUCTORS & ENGINEERS CORGAN CANNONDESIGN BURNS MCDONNELL

Faith Group

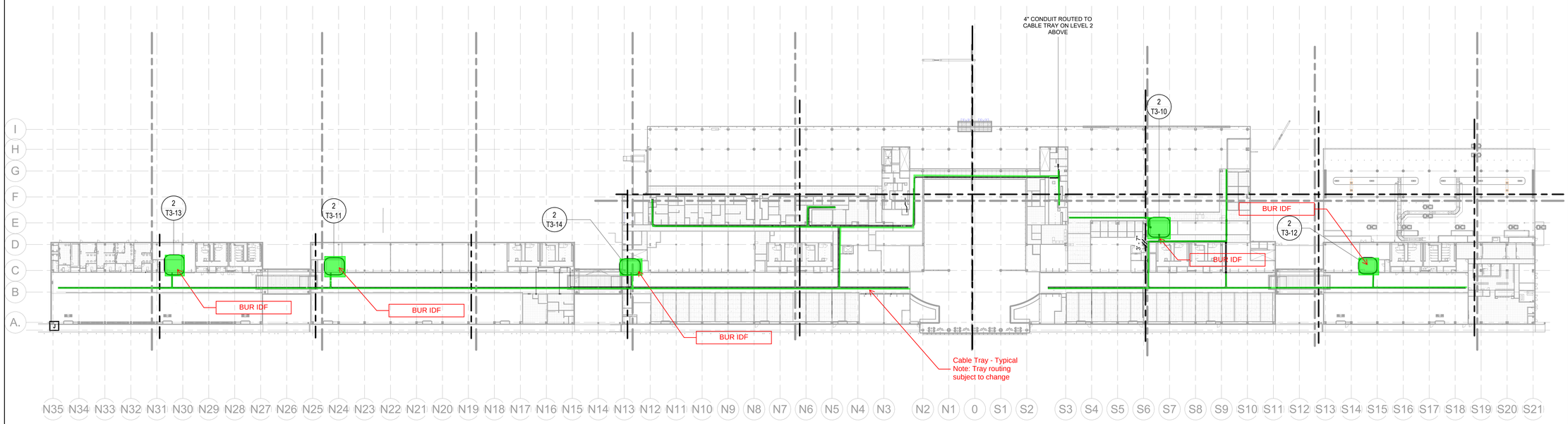
TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
LEVEL B1 - TELECOM OVERALL REFLECTED CEILING PLAN

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**
DRAWING No: T1-10
TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:13:51 PM T1-10 LEVEL B1 - TELECOM OVERALL REFLECTED CEILING PLAN



1 LEVEL 1 - TELECOM OVERALL REFLECTED CEILING PLAN

1" = 50'-0"

△	REVISIONS	○	ISSUES	
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		2	12/18/2023	60% DESIGN DEVELOPMENT
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		5	08/01/2024	ISSUED FOR PERMIT R1
		6	09/12/2024	ISSUED FOR PERMIT R2
		7	10/23/2024	ISSUED FOR CONSTRUCTION

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Burbank, CA 91505

SHEET TITLE:
LEVEL 1 - TELECOM OVERALL REFLECTED CEILING PLAN

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T1-11

TERM 2

RETURN TO INDEX T0-00

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10/23/2024

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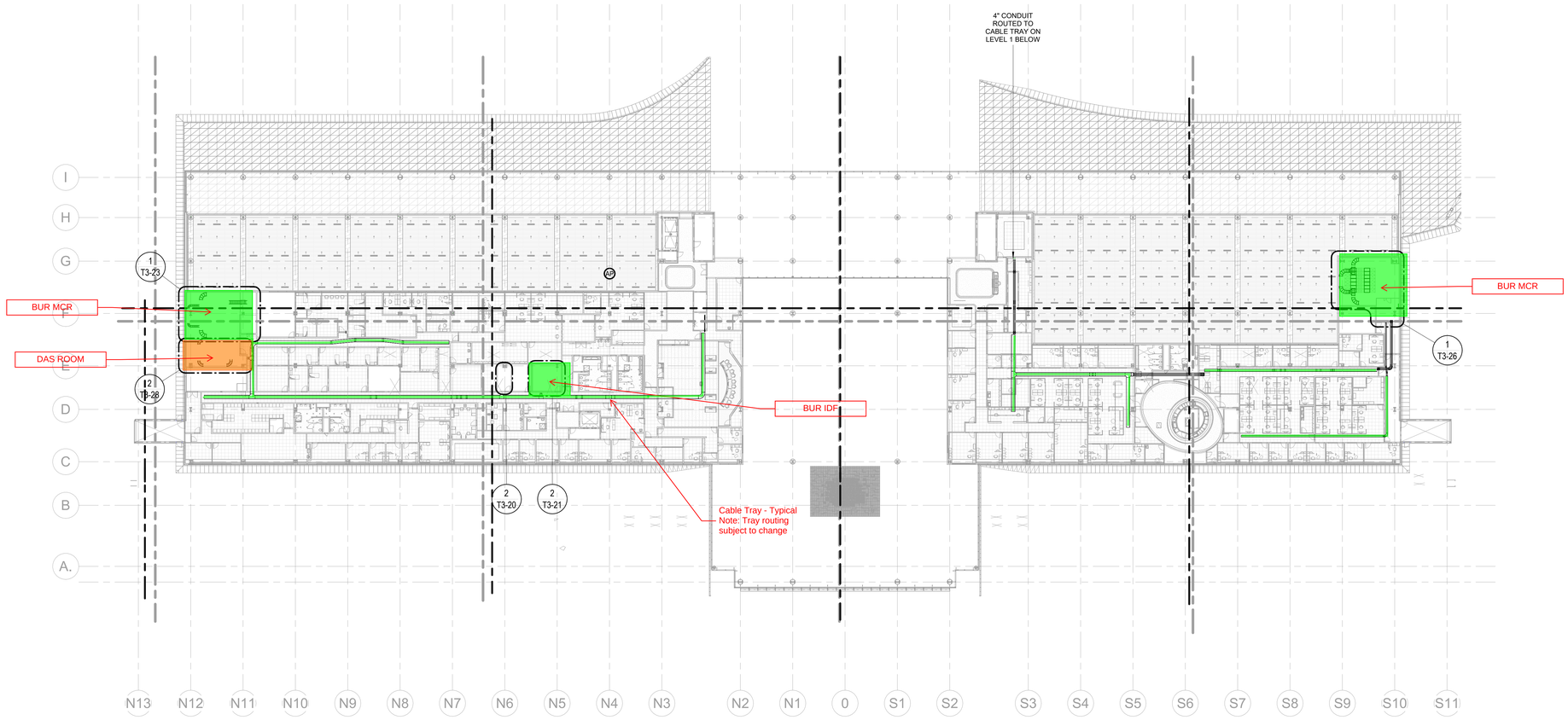
11/7/2024 1:14:01 PM T1-11 LEVEL 1 - TELECOM OVERALL REFLECTED CEILING PLAN



1 LEVEL 2 - TELECOM OVERALL REFLECTED CEILING PLAN
1" = 30'-0"

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			6	09/12/2024	ISSUED FOR PERMIT R2
			7	10/23/2024	ISSUED FOR CONSTRUCTION

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2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
LEVEL 2 - TELECOM OVERALL REFLECTED CEILING PLAN

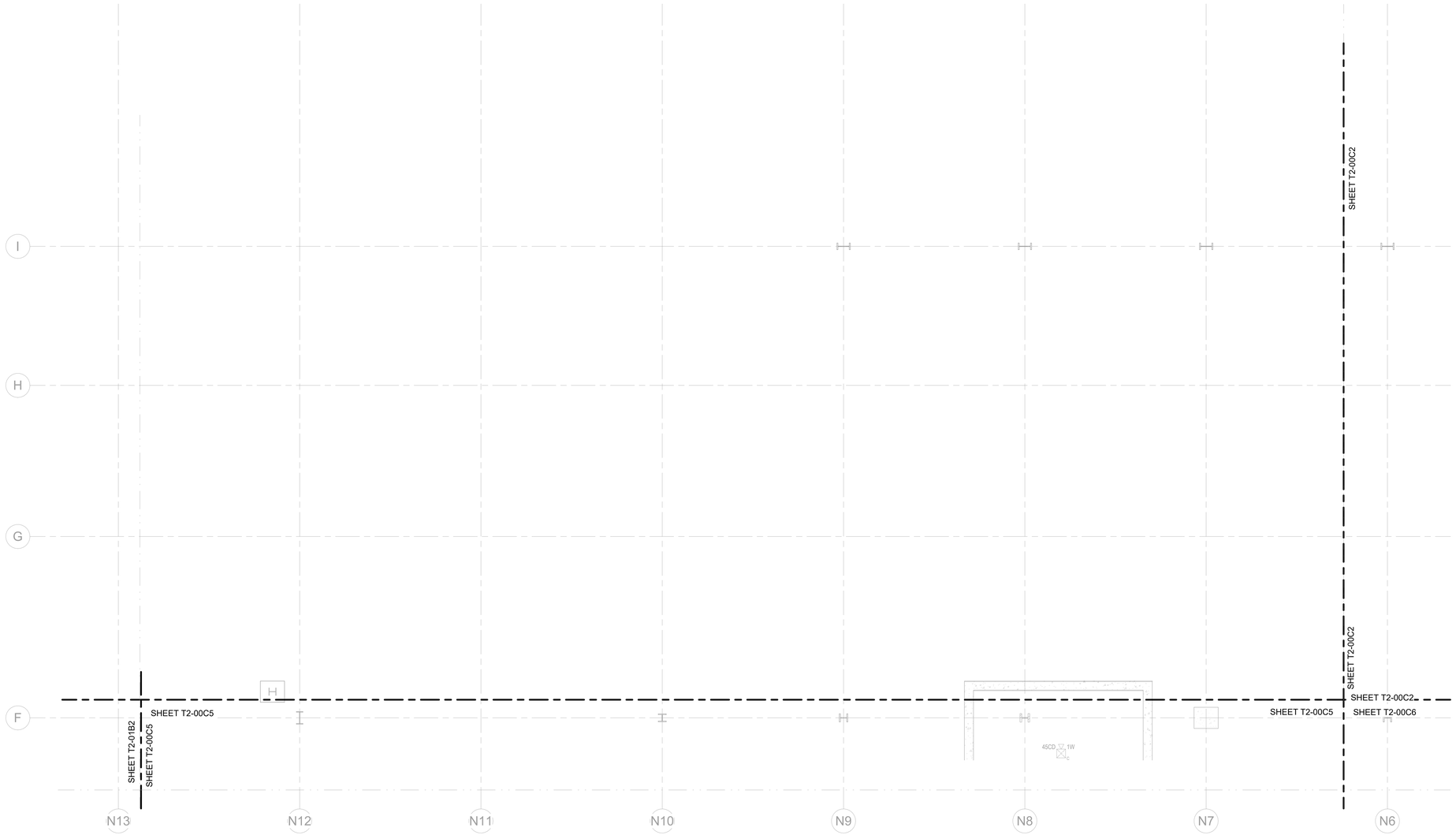
DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T1-12

TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:14:09 PM T1-12 LEVEL 2 - TELECOM OVERALL REFLECTED CEILING PLAN



1 LEVEL B1 - TELECOM CEILING PLAN - Zone C1

1/8" = 1'-0"

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BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
LEVEL B1 - TELECOM CEILING PLAN - Zone C1

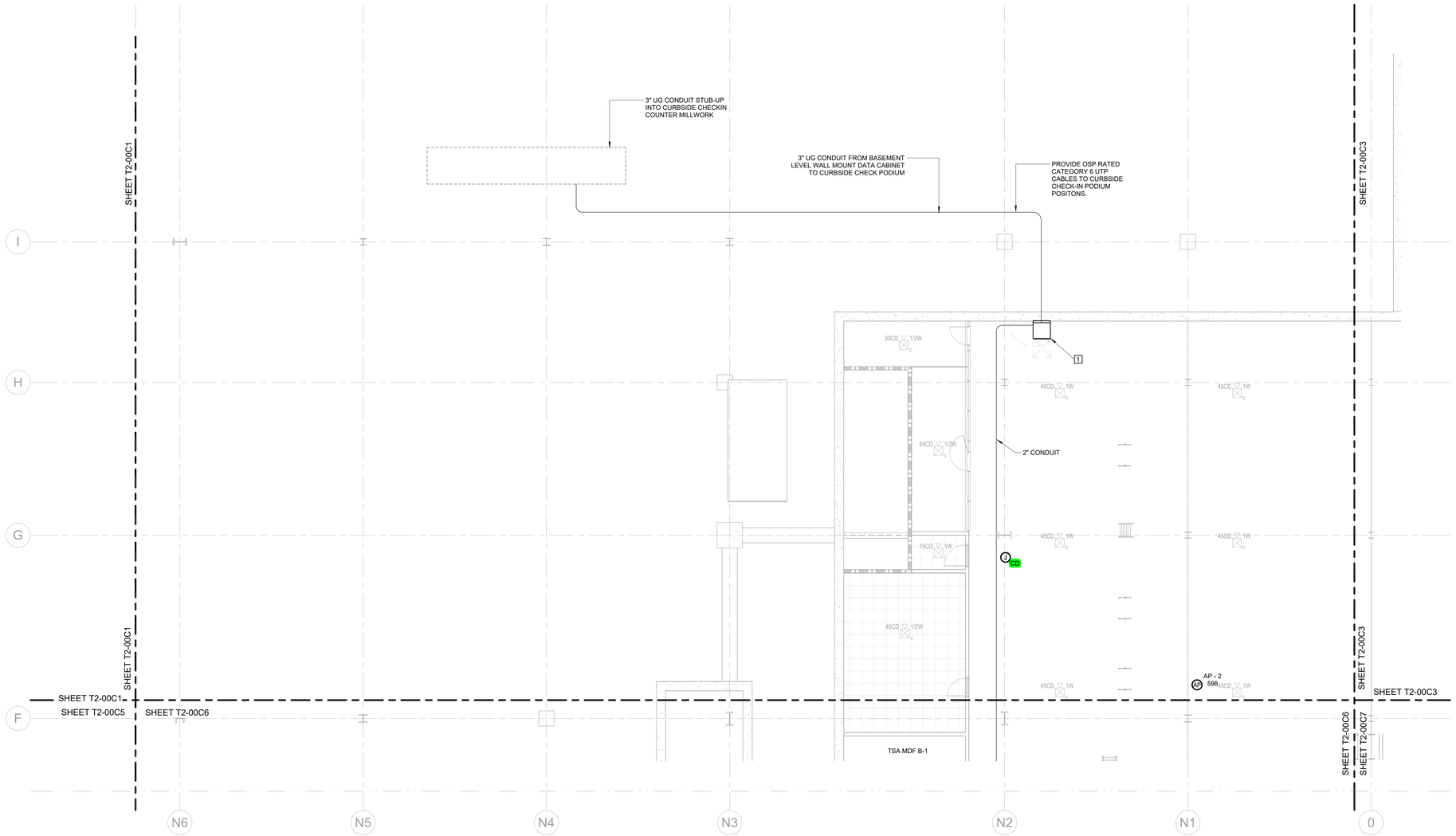
DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-00C1

TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:17:43 PM T2-00C1 LEVEL B1 - TELECOM CEILING PLAN - Zone C1



1 LEVEL B1 - TELECOM CEILING PLAN - Zone C2
1/8" = 1'-0"

KEYED NOTES: #

1 SEE DETAIL T6-13 FOR WALL MOUNTED EQUIPMENT CABINET DETAILS. MOUNT AT 10' AFF.

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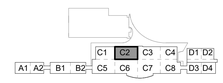

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Burbank, CA 91505

SHEET TITLE:
LEVEL B1 - TELECOM CEILING PLAN - Zone C2

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-00C2

TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:17:45 PM T2-00C2 LEVEL B1 - TELECOM CEILING PLAN - Zone C2

1 LEVEL B1 - TELECOM CEILING PLAN - Zone C3
1/8" = 1'-0"

KEYED NOTES:

1. PROVIDE POWER POLE FOR COMMUNICATIONS. MOUNT OUTLET AT 42" AFF

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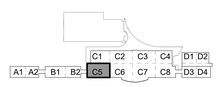

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2827 N. HOLLYWOOD WAY
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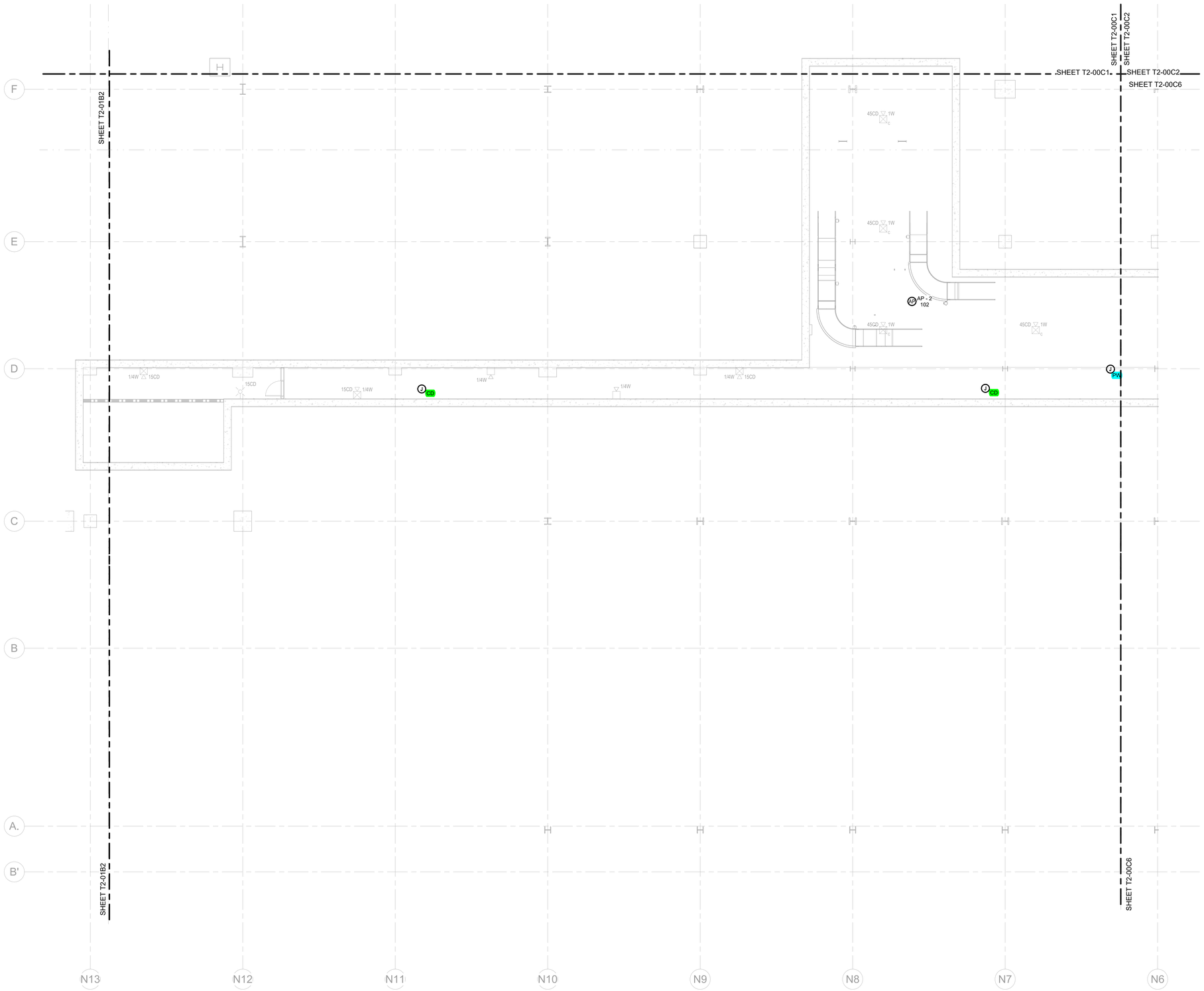
SHEET TITLE:
LEVEL B1 - TELECOM CEILING PLAN - Zone C3

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**
DRAWING No: T2-00C3
TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:17:48 PM T2-00C3 LEVEL B1 - TELECOM CEILING PLAN - Zone C3



1 LEVEL B1 - TELECOM CEILING PLAN - Zone C5
1/8" = 1'-0"

KEYED NOTES:

1. PROVIDE POWER POLE FOR COMMUNICATIONS. MOUNT OUTLET AT 42" AFF

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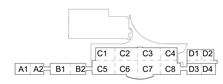
KEYPLAN



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SHEET TITLE:
LEVEL B1 - TELECOM CEILING PLAN - Zone C5

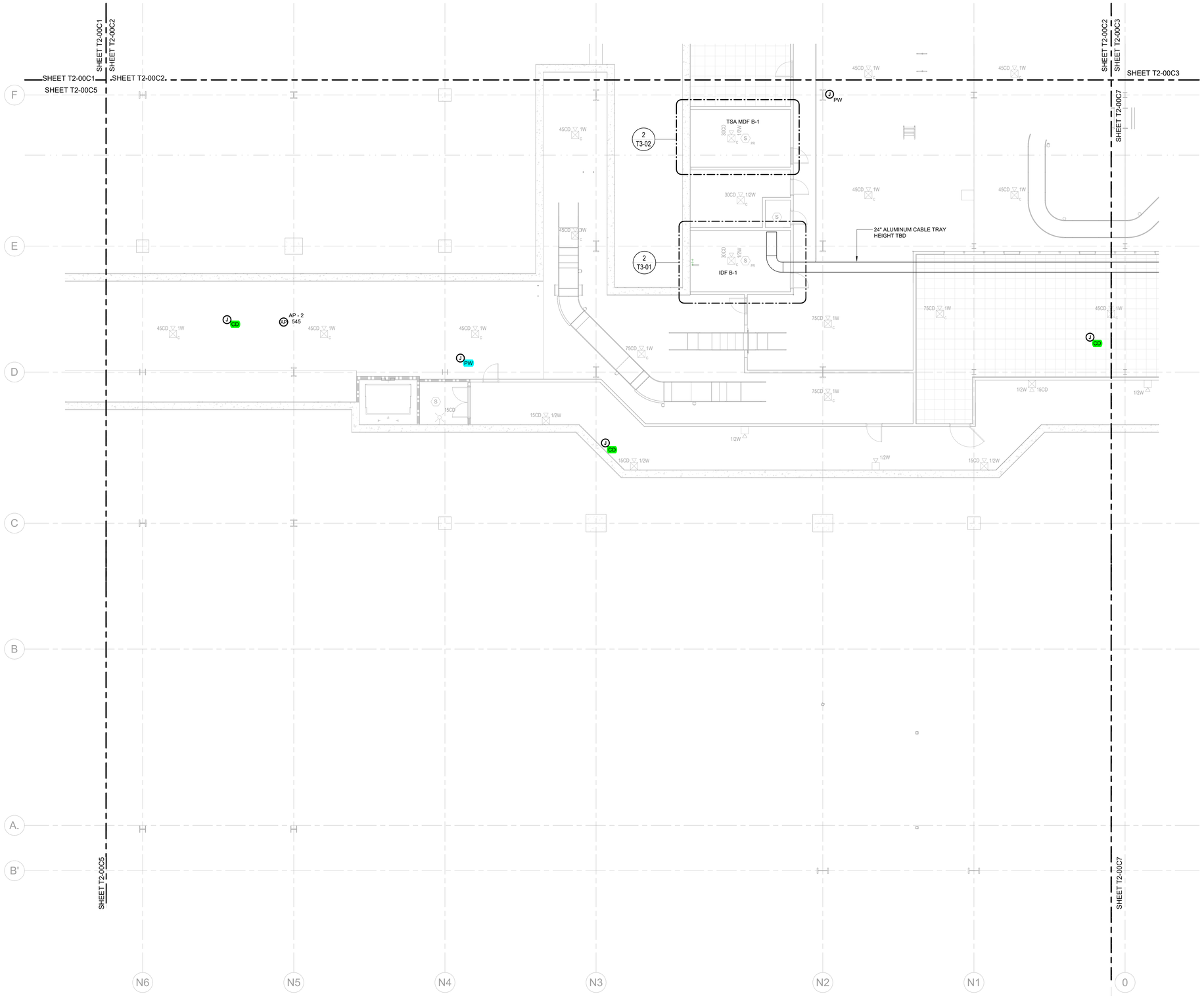
DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-00C5

TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:17:50 PM T2-00C5 LEVEL B1 - TELECOM CEILING PLAN - Zone C5



1 LEVEL B1 - TELECOM CEILING PLAN - Zone C6

1/8" = 1'-0"

KEYED NOTES:

1. PROVIDE POWER POLE FOR COMMUNICATIONS. MOUNT OUTLET AT 42" AFF

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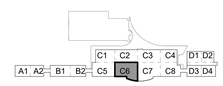

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		5	08/01/2024	ISSUED FOR PERMIT R1
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Burbank, CA 91505

SHEET TITLE:
LEVEL B1 - TELECOM CEILING PLAN - Zone C6

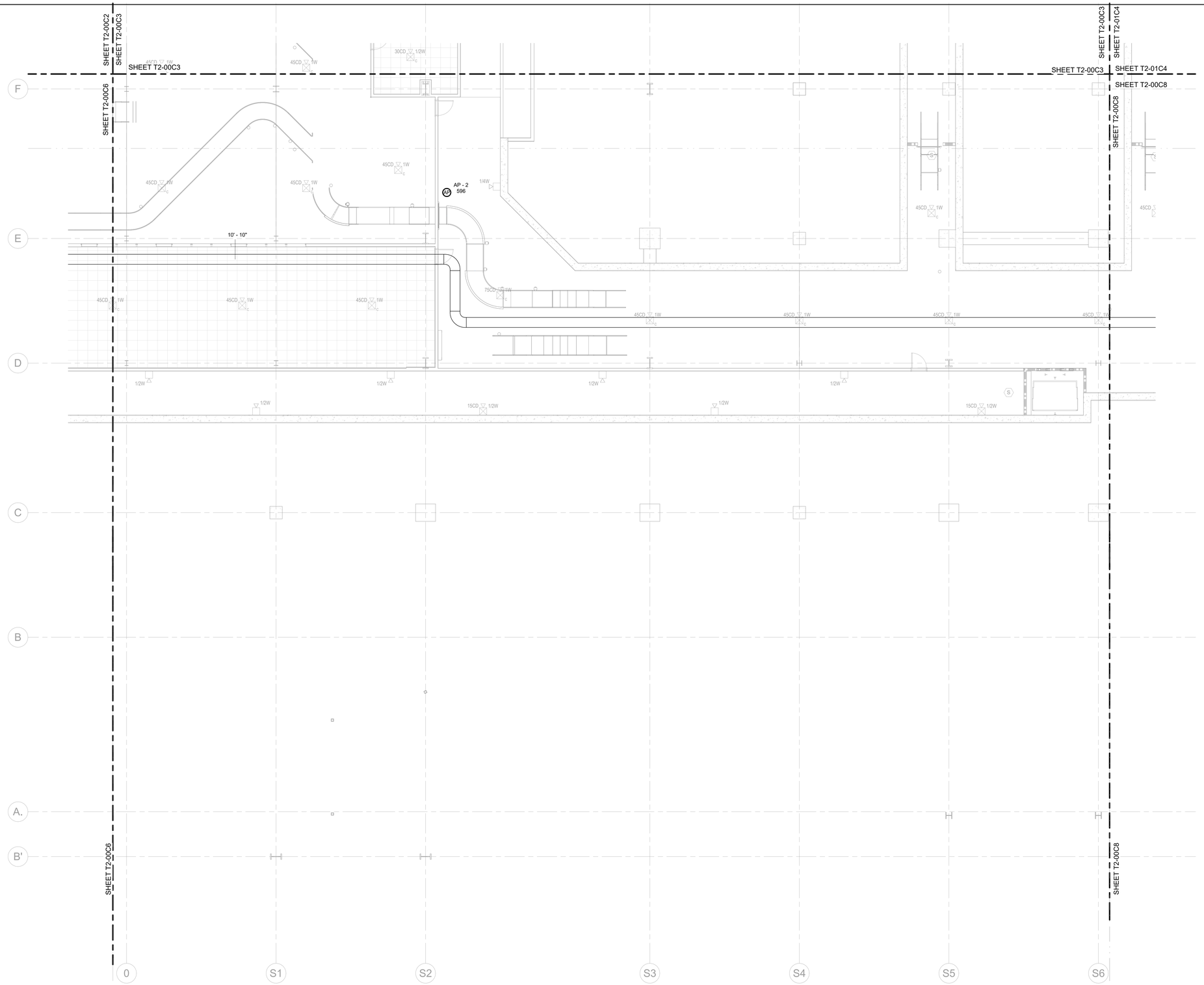
DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-00C6

TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:17:53 PM T2-00C6 LEVEL B1 - TELECOM CEILING PLAN - Zone C6



1 LEVEL B1 - TELECOM CEILING PLAN - Zone C7
1/8" = 1'-0"

KEYED NOTES:

1. PROVIDE POWER POLE FOR COMMUNICATIONS. MOUNT OUTLET AT 42" AFF

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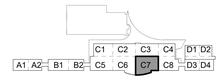
KEYPLAN



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BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
LEVEL B1 - TELECOM CEILING PLAN - Zone C7

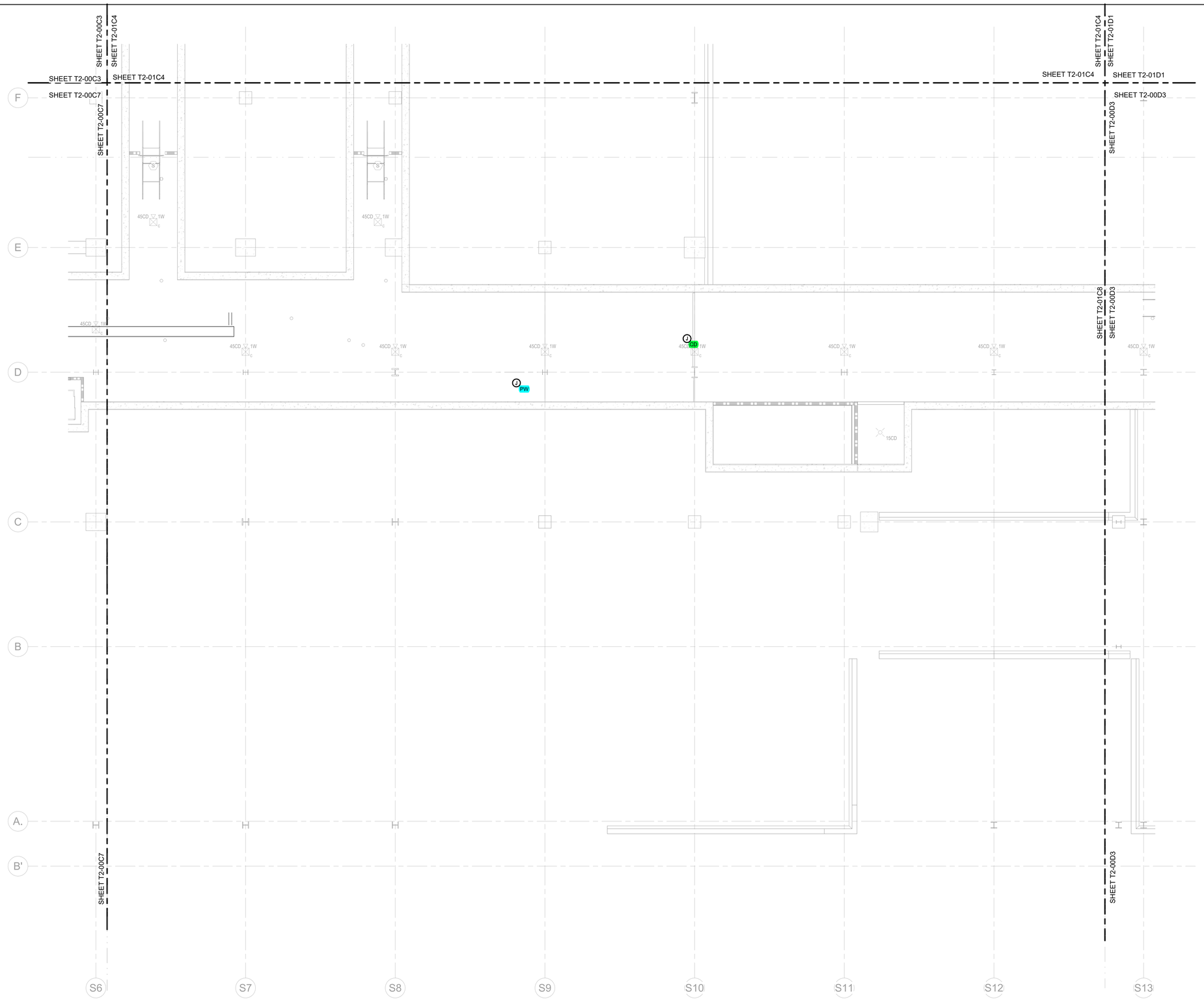
DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-00C7

TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:17:55 PM T2-00C7 LEVEL B1 - TELECOM CEILING PLAN - Zone C7



1 LEVEL B1 - TELECOM CEILING PLAN - Zone C8
1/8" = 1'-0"

KEYED NOTES:

1. PROVIDE POWER POLE FOR COMMUNICATIONS. MOUNT OUTLET AT 42" AFF

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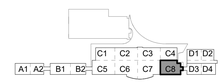
KEYPLAN



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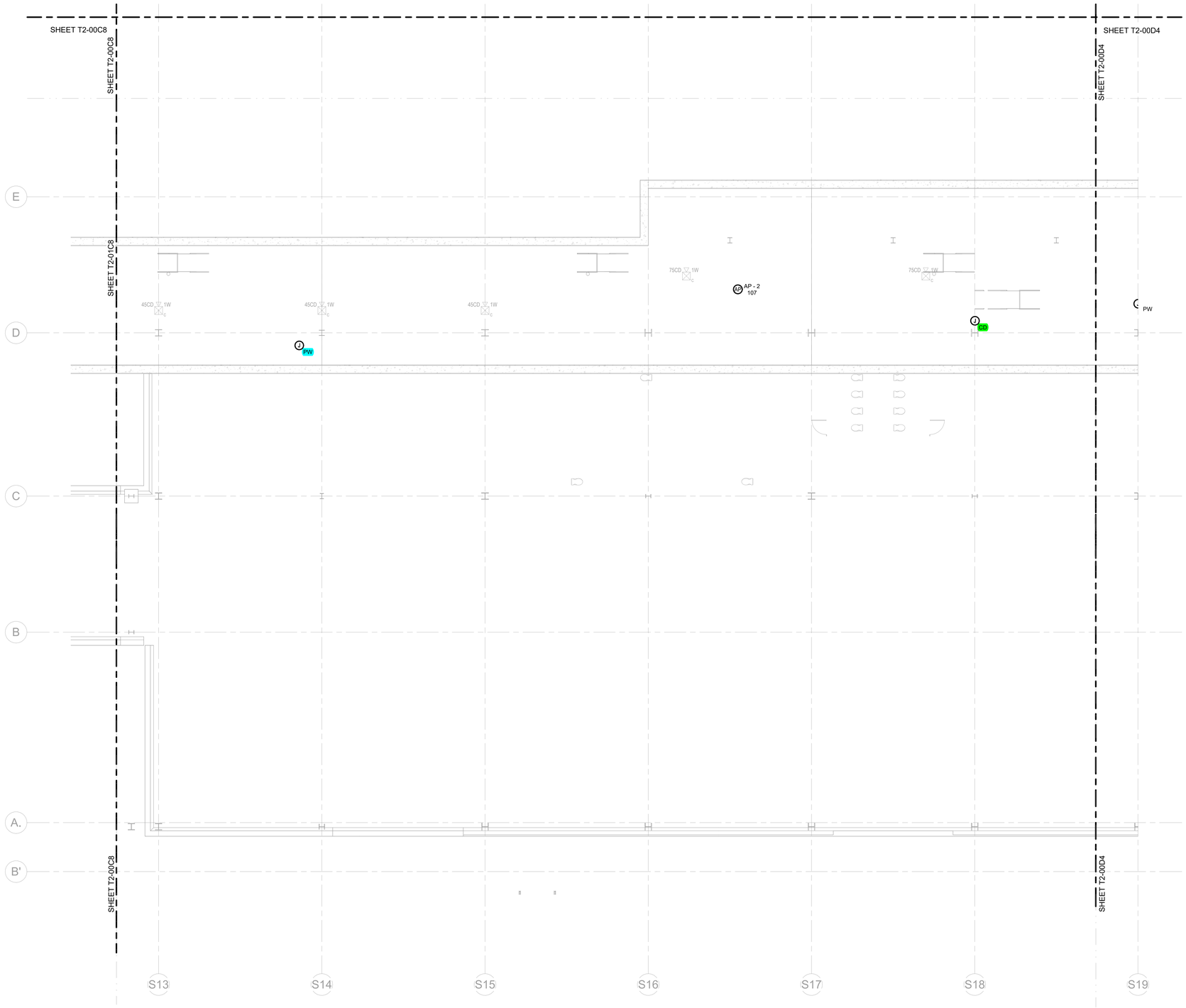
SHEET TITLE:
LEVEL B1 - TELECOM CEILING PLAN - Zone C8

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-00C8

TERM 2

11/7/2024 1:17:58 PM T2-00C8 LEVEL B1 - TELECOM CEILING PLAN - Zone C8



1 LEVEL B1 - TELECOM CEILING PLAN - Zone D3

1/8" = 1'-0"

KEYED NOTES:

1. PROVIDE POWER POLE FOR COMMUNICATIONS. MOUNT OUTLET AT 42" AFF

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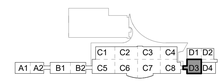
KEYPLAN



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2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
LEVEL B1 - TELECOM CEILING PLAN - Zone D3

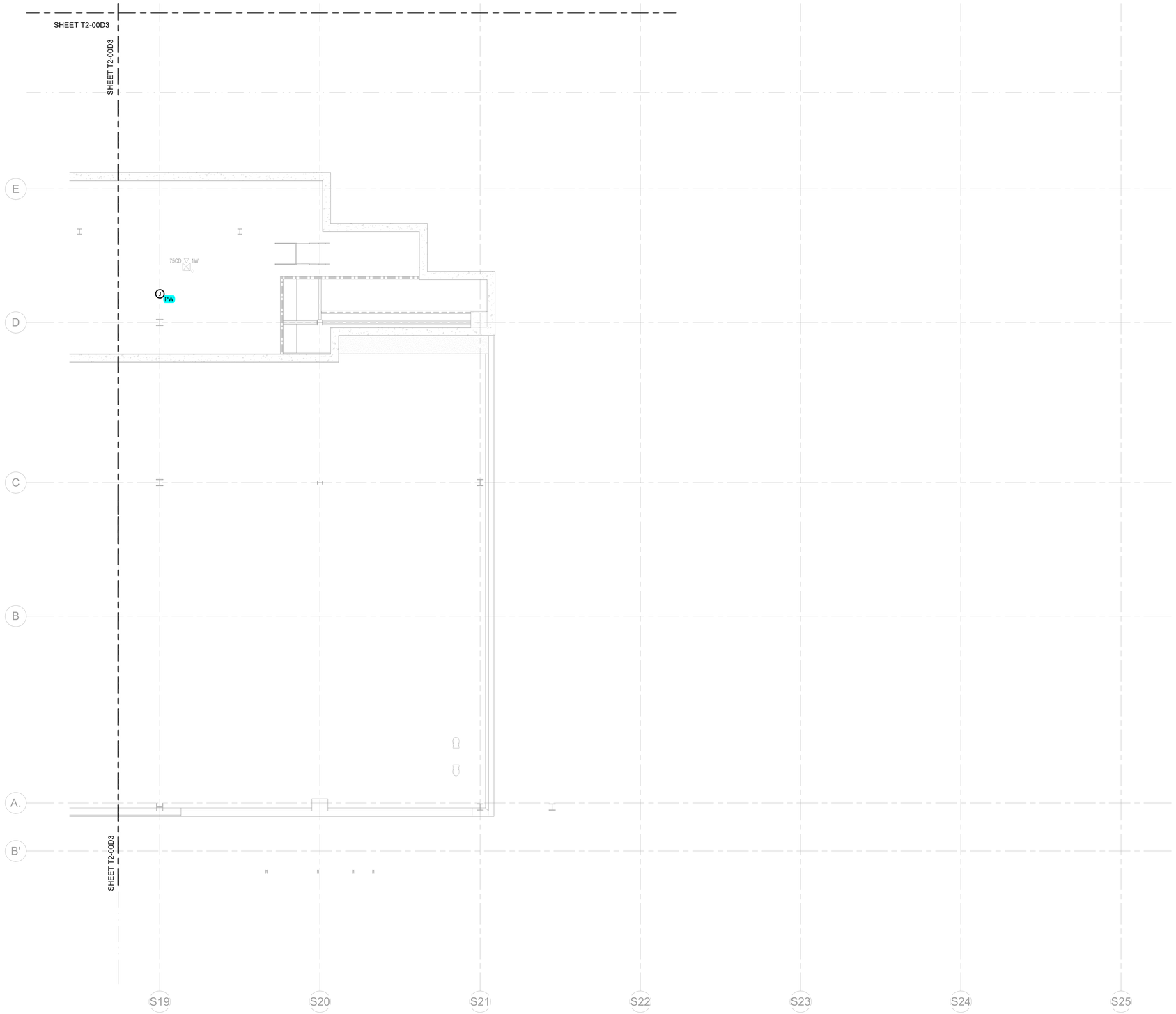
DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-00D3

TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:18:00 PM T2-00D3 LEVEL B1 - TELECOM CEILING PLAN - Zone D3



1 LEVEL B1 - TELECOM CEILING PLAN - Zone D4
1/8" = 1'-0"

KEYED NOTES:

1. PROVIDE POWER POLE FOR COMMUNICATIONS. MOUNT OUTLET AT 42" AFF

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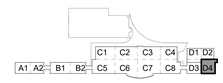

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SHEET TITLE:
LEVEL B1 - TELECOM CEILING PLAN - Zone D4

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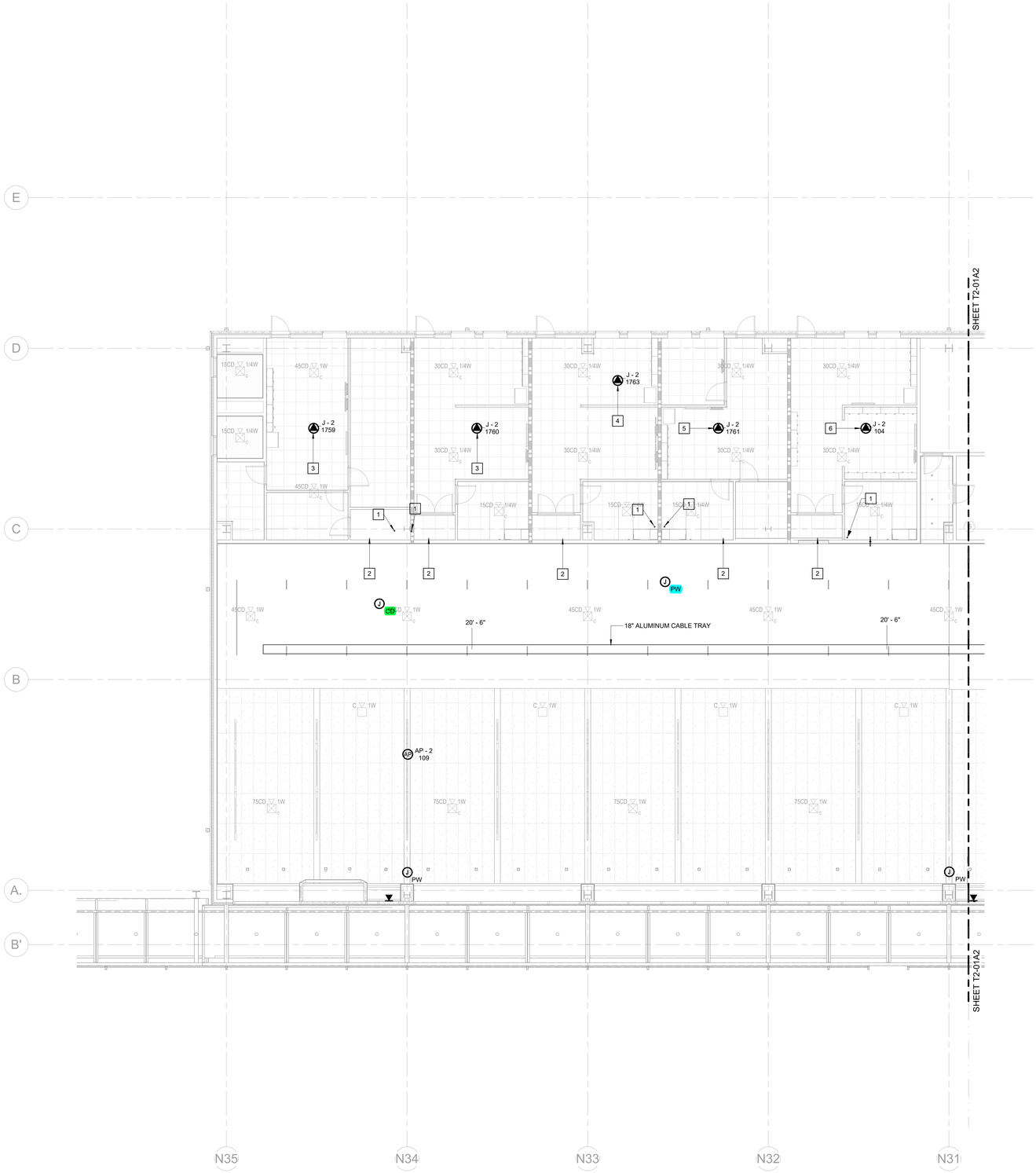
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-00D4

TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:18:02 PM T2-00D4 LEVEL B1 - TELECOM CEILING PLAN - Zone D4



1 LEVEL 1 - TELECOM CEILING PLAN - Zone A1

1/8" = 1'-0"

KEYED NOTES: #

1. PROVIDE (1) 3" CONDUIT WITH WEATHERHEAD TO ROOF, FOR VHF/UHF PROVIDED BY OTHERS. CONDUIT TO TERMINATE IN CEILING SPACE OF RAMP OPERATIONS AREA.
2. PROVE SINGLE MODE FIBER OPTIC CABLE FROM J-BOX TO LOCATION DESIGNATED IN AIRLINE SINGLE LINE DIAGRAMS. LEAVE A 50' COIL OF FIBER IN THE JUNCTION BOX. TERMINATE AND TEST ALL STRANDS. J-BOX SHALL BE 12"X12"X6", MOUNTED ABOVE THE CEILING UNLESS OTHERWISE NOTED.
3. J-TYPE OUTLETS FED FROM TENANT COMM CABINET WITHIN THE SPACE
4. J-TYPE OUTLET FED FROM TENANT COMM ROOM T-A-01A-031A
5. J-TYPE OUTLET FED FROM TENANT COMM ROOM T-A-01A-042
6. J-TYPE OUTLET FED FROM TENANT COMM ROOM T-A-01A-051

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Date of issue:
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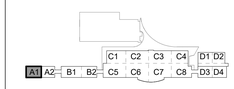
KEYPLAN



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△	REVISIONS	○	ISSUES	
		1	09/18/2023	30% SCHEMATIC DESIGN
		2	12/18/2023	60% DESIGN DEVELOPMENT
		4	04/10/2024	ISSUED FOR PERMIT
		5	08/01/2024	ISSUED FOR PERMIT R1
		6	09/12/2024	ISSUED FOR PERMIT R2
		7	10/23/2024	ISSUED FOR CONSTRUCTION

Hollywood Burbank Airport

HOLDER Pankow TEC CONSTRUCTORS & ENGINEERS CORGAN CANNONDESIGN BURNS MCDONNELL

Faith Group

TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

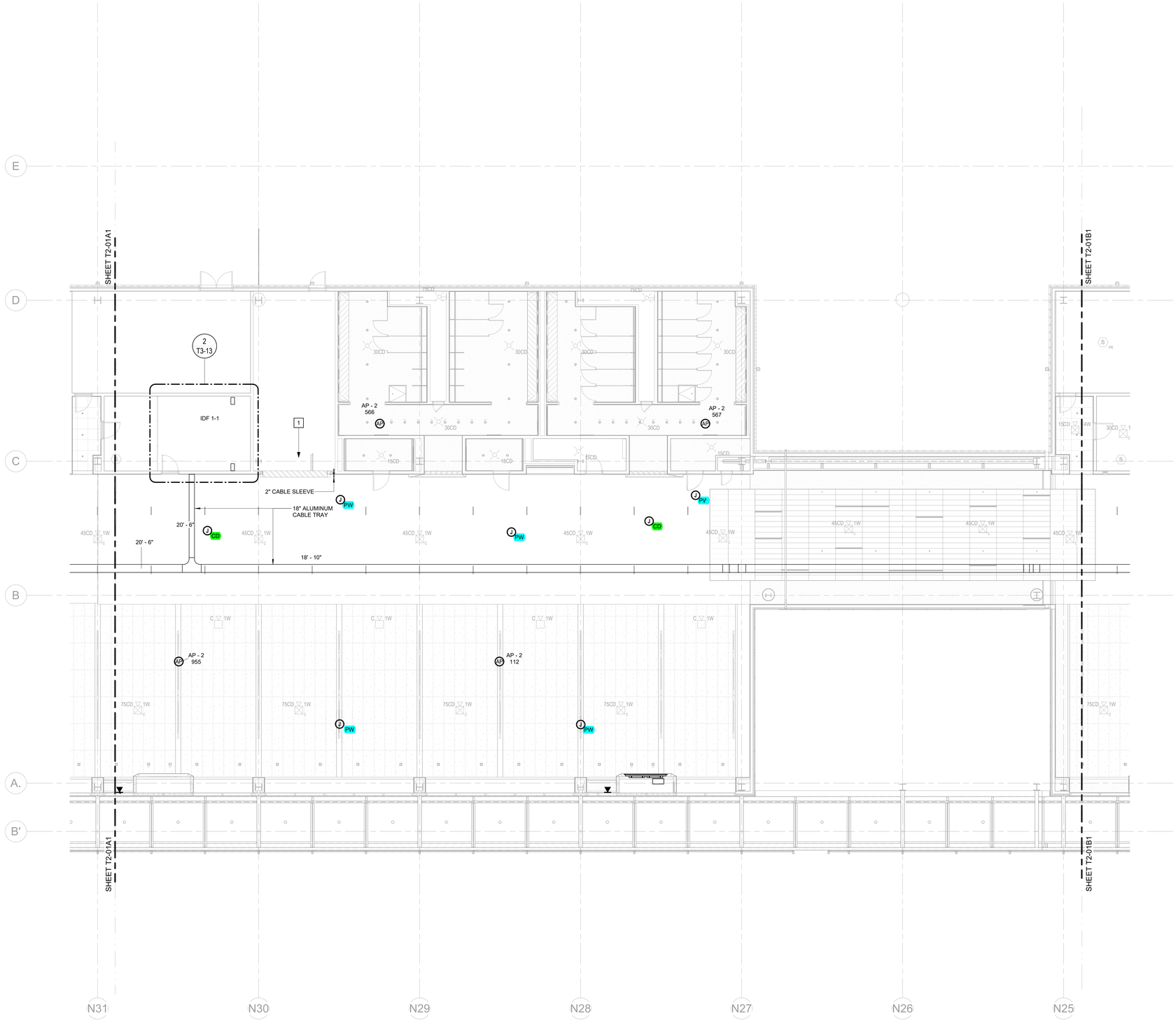
SHEET TITLE:
LEVEL 1 - TELECOM CEILING PLAN - Zone A1

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-01A1

TERM 2

11/7/2024 1:18:05 PM T2-01A1 LEVEL 1 - TELECOM CEILING PLAN - Zone A1



1 LEVEL 1 - TELECOM CEILING PLAN - Zone A2
1/8" = 1'-0"

KEYED NOTES: #

1 PROVIDE 6-STRAND SM FIBER OPTIC CABLE FROM SERVING IDF OR MCR, WITH 50' COIL OF FIBER IN THE J-BOX

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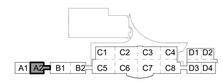

△	REVISIONS	○	ISSUES	
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		2	12/18/2023	60% DESIGN DEVELOPMENT
		4	04/10/2024	ISSUED FOR PERMIT
		5	08/01/2024	ISSUED FOR PERMIT R1
		6	09/12/2024	ISSUED FOR PERMIT R2
		7	10/23/2024	ISSUED FOR CONSTRUCTION

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2827 N. HOLLYWOOD WAY
Burbank, CA 91505

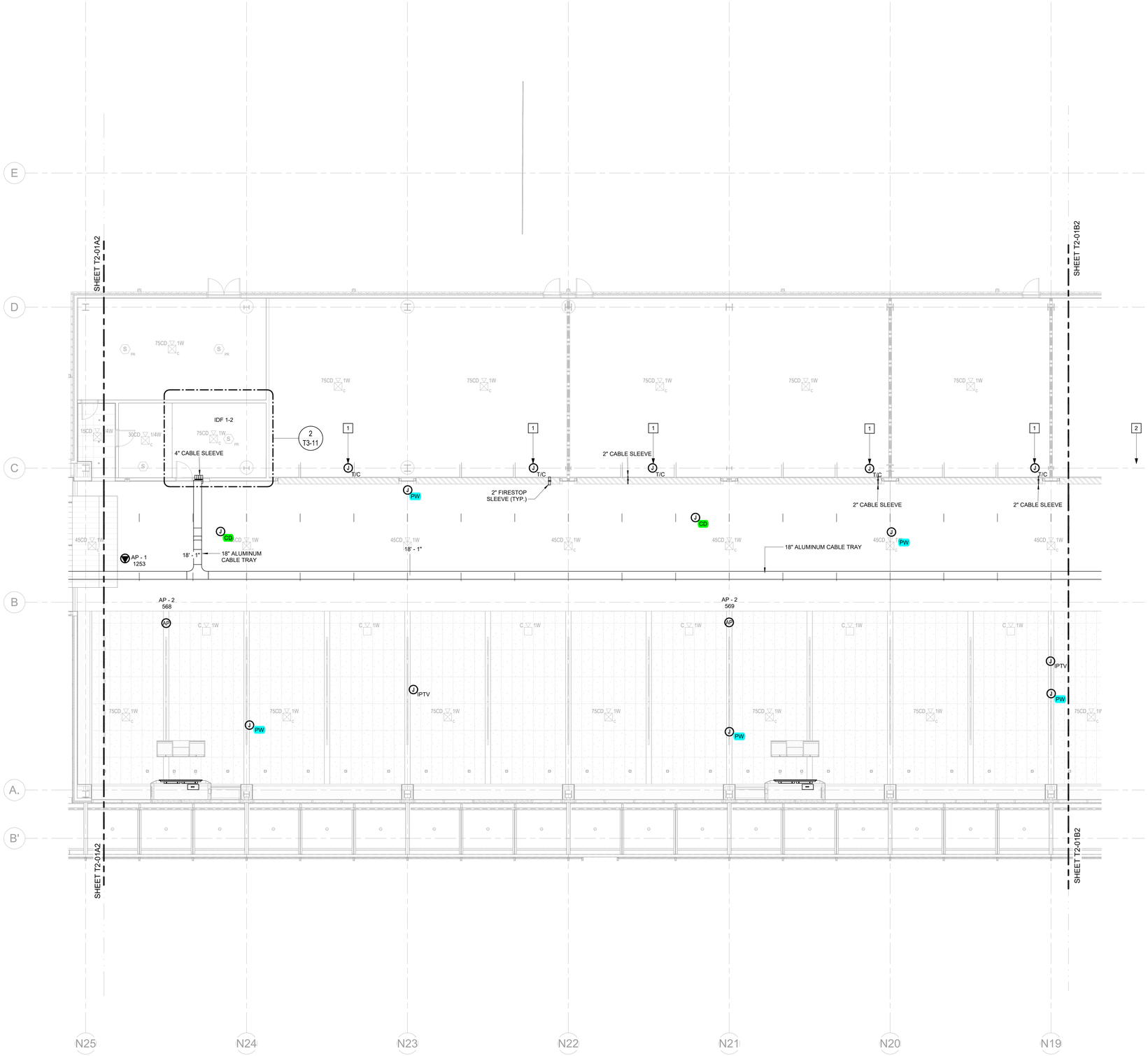
SHEET TITLE:
LEVEL 1 - TELECOM CEILING PLAN - Zone A2

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-01A2

TERM 2

11/7/2024 1:18:09 PM T2-01A2 LEVEL 1 - TELECOM CEILING PLAN - Zone A2



1 LEVEL 1 - TELECOM CEILING PLAN - Zone B1
1/8" = 1'-0"

KEYED NOTES: #

1 PROVIDE 6-STRAND SM FIBER OPTIC CABLE FROM SERVING IDF OR MCR, WITH 50' COIL OF FIBER IN THE J-BOX

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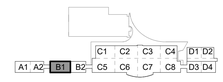
KEYPLAN



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		4	04/10/2024	ISSUED FOR PERMIT
		5	08/01/2024	ISSUED FOR PERMIT R1
		6	09/12/2024	ISSUED FOR PERMIT R2
		7	10/23/2024	ISSUED FOR CONSTRUCTION

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SHEET TITLE:
LEVEL 1 - TELECOM CEILING PLAN - Zone B1

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-01B1

TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:18:12 PM T2-01B1 LEVEL 1 - TELECOM CEILING PLAN - Zone B1

1 LEVEL 1 - TELECOM CEILING PLAN - Zone B2
1/8" = 1'-0"

KEYED NOTES: #

1. PROVIDE (1) 3" CONDUIT WITH WEATHERHEAD TO ROOF, FOR VHF/UHF PROVIDED BY OTHERS. CONDUIT TO TERMINATE IN CEILING SPACE OF RAMP OPERATIONS AREA.
2. PROVIDE 6-STRAND SM FIBER OPTIC CABLE FROM SERVING IDF OR MCR, WITH 50' COIL OF FIBER IN THE J-BOX
3. J-TYPE OUTLETS WITHIN THIS SPACE SERVED FROM TENANT COMM ROOM T-B-01A-042
4. ALL J-TYPE OUTLETS WITHIN THIS SPACE SERVED FROM TENANT COMM ROOM T-B-01A-031A
5. PROVE SINGLE MODE FIBER OPTIC CABLE FROM J-BOX TO LOCATION DESIGNATED IN AIRLINE SINGLE LINE DIAGRAMS. LEAVE A 50' COIL OF FIBER IN THE JUNCTION BOX. TERMINATE AND TEST ALL STRANDS. J-BOX SHALL BE 12"X12"X6", MOUNTED ABOVE THE CEILING UNLESS OTHERWISE NOTED.

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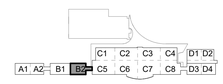

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		4	04/10/2024	ISSUED FOR PERMIT
		5	08/01/2024	ISSUED FOR PERMIT R1
		6	09/12/2024	ISSUED FOR PERMIT R2
		7	10/23/2024	ISSUED FOR CONSTRUCTION

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SHEET TITLE:
LEVEL 1 - TELECOM CEILING PLAN - Zone B2

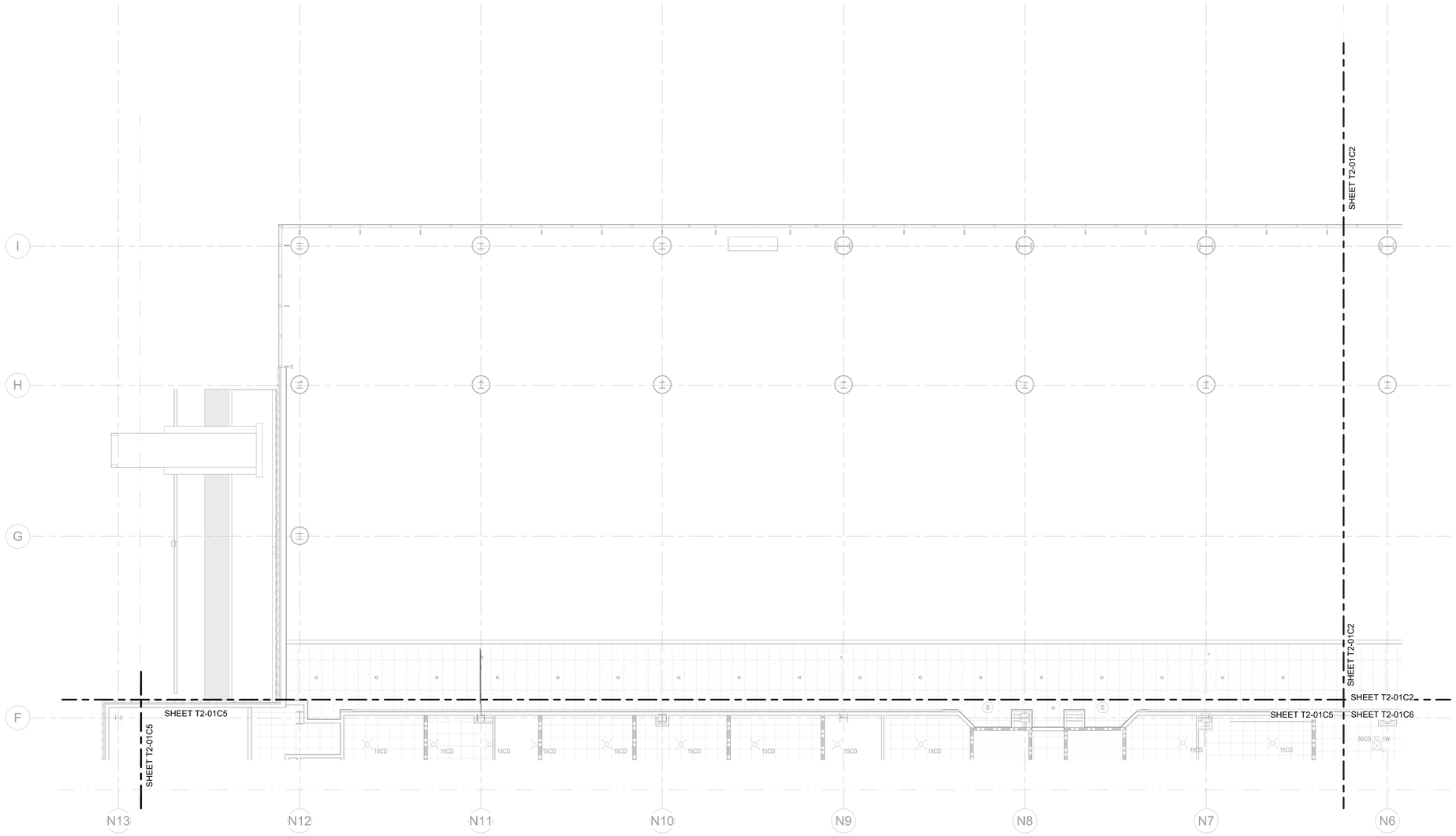
DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-01B2

TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:18:16 PM T2-01B2 LEVEL 1 - TELECOM CEILING PLAN - Zone B2



1 LEVEL 1 - TELECOM CEILING PLAN - Zone C1
1/8" = 1'-0"

KEYED NOTES:

1. PROVIDE POWER POLE FOR COMMUNICATIONS. MOUNT OUTLET AT 42" AFF

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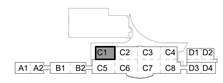
KEYPLAN



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		2	12/18/2023	60% DESIGN DEVELOPMENT
		4	04/10/2024	ISSUED FOR PERMIT
		5	08/01/2024	ISSUED FOR PERMIT R1
		6	09/12/2024	ISSUED FOR PERMIT R2
		7	10/23/2024	ISSUED FOR CONSTRUCTION

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SHEET TITLE:
LEVEL 1 - TELECOM CEILING PLAN - Zone C1

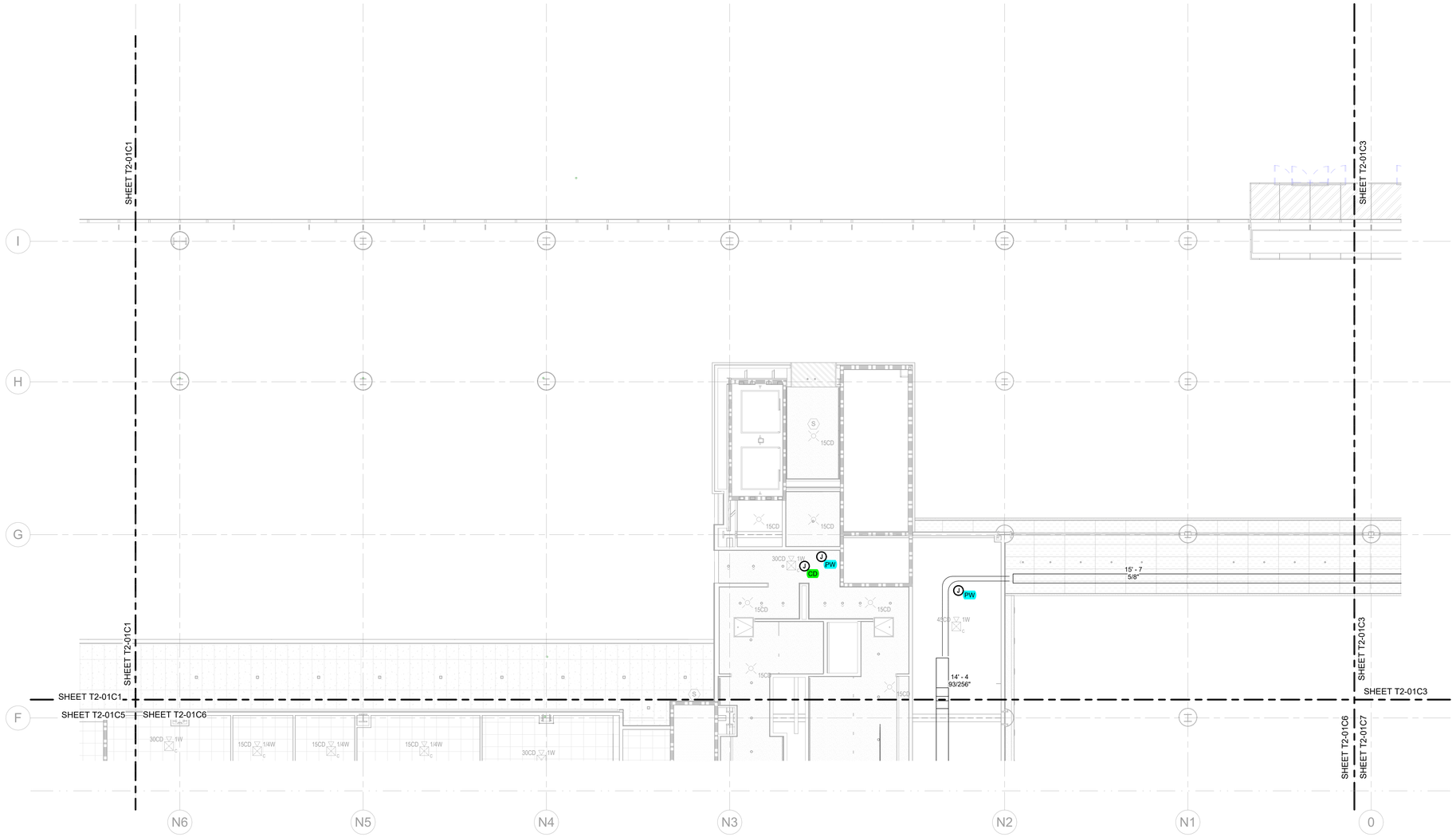
DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-01C1

TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:18:19 PM T2-01C1 LEVEL 1 - TELECOM CEILING PLAN - Zone C1



1 LEVEL 1 - TELECOM CEILING PLAN - Zone C2
1/8" = 1'-0"

KEYED NOTES:

1. PROVIDE POWER POLE FOR COMMUNICATIONS. MOUNT OUTLET AT 42" AFF

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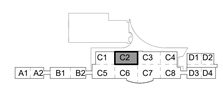
KEYPLAN



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△	REVISIONS	○	ISSUES	
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		4	04/10/2024	ISSUED FOR PERMIT
		5	08/01/2024	ISSUED FOR PERMIT R1
		6	09/12/2024	ISSUED FOR PERMIT R2
		7	10/23/2024	ISSUED FOR CONSTRUCTION

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SHEET TITLE:
LEVEL 1 - TELECOM CEILING PLAN - Zone C2

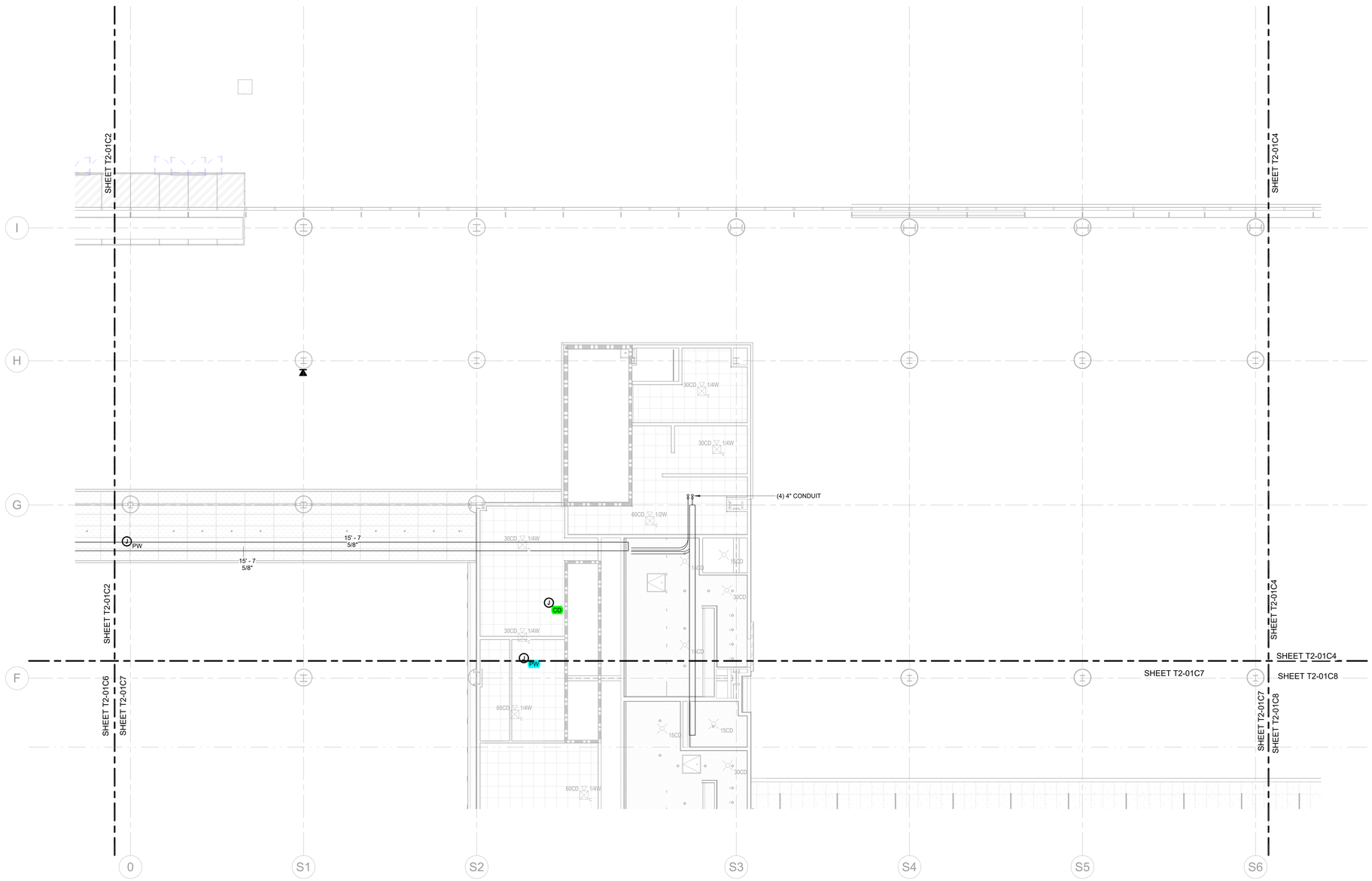
DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-01C2

TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:18:22 PM T2-01C2 LEVEL 1 - TELECOM CEILING PLAN - Zone C2



1 LEVEL 1 - TELECOM CEILING PLAN - Zone C3
1/8" = 1'-0"

KEYED NOTES: #

1 PROVIDE 6-STRAND SM FIBER OPTIC CABLE FROM SERVING IDF OR MCR, WITH 50' COIL OF FIBER IN THE J-BOX

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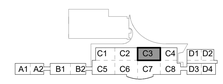
KEYPLAN



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		4	04/10/2024	ISSUED FOR PERMIT
		5	08/01/2024	ISSUED FOR PERMIT R1
		6	09/12/2024	ISSUED FOR PERMIT R2
		7	10/23/2024	ISSUED FOR CONSTRUCTION

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SHEET TITLE:
LEVEL 1 - TELECOM CEILING PLAN - Zone C3

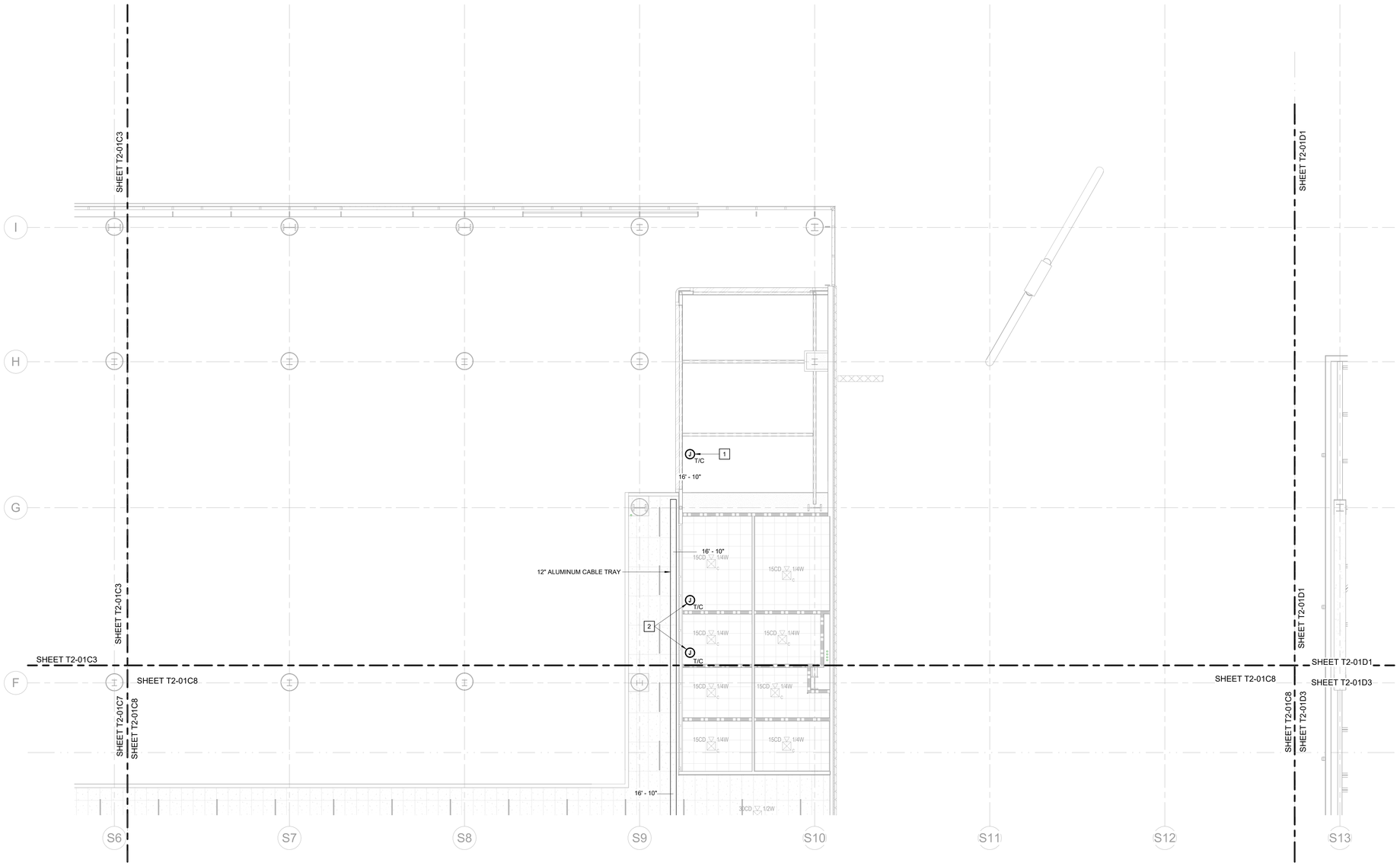
DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-01C3

TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:18:25 PM T2-01C3 LEVEL 1 - TELECOM CEILING PLAN - Zone C3



1 LEVEL 1 - TELECOM CEILING PLAN - Zone C4
1/8" = 1'-0"

KEYED NOTES: #

1 PROVIDE 6-STRAND SM FIBER OPTIC CABLE FROM SERVING IDF OR MCR, WITH 50' COIL OF FIBER IN THE J-BOX.

2 PROVE SINGLE MODE FIBER OPTIC CABLE FROM J-BOX TO LOCATION DESIGNATED IN AIRLINE SINGLE LINE DIAGRAMS. LEAVE A 50' COIL OF FIBER IN THE JUNCTION BOX. TERMINATE AND TEST ALL STRANDS. J-BOX SHALL BE 12"X12"X6", MOUNTED ABOVE THE CEILING UNLESS OTHERWISE NOTED.

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KEYPLAN

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△	REVISIONS	○	ISSUES	
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		2	12/18/2023	60% DESIGN DEVELOPMENT
		4	04/10/2024	ISSUED FOR PERMIT
		5	08/01/2024	ISSUED FOR PERMIT R1
		6	09/12/2024	ISSUED FOR PERMIT R2
		7	10/23/2024	ISSUED FOR CONSTRUCTION

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Burbank, CA 91505

SHEET TITLE:
LEVEL 1 - TELECOM CEILING PLAN - Zone C4

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-01C4

TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:18:28 PM T2-01C4 LEVEL 1 - TELECOM CEILING PLAN - Zone C4

1 LEVEL 1 - TELECOM CEILING PLAN - Zone C5

1/8" = 1'-0"

KEYED NOTES: [#]

1. PROVIDE 6-STRAND SM FIBER OPTIC CABLE FROM SERVING IDF OR MCR, WITH 50' COIL OF FIBER IN THE J-BOX
2. J-TYPE OUTLETS FED FROM TENANT COMM ROOM T-CN-01A-091
3. J-TYPE OUTLETS FED FROM TENANT COMM CABINET WITHIN THE SPACE
4. J-TYPE OUTLETS FED FROM TENANT COMM ROOM IN T-CN-01A-070
5. PROVE SINGLE MODE FIBER OPTIC CABLE FROM J-BOX TO LOCATION DESIGNATED IN AIRLINE SINGLE LINE DIAGRAMS. LEAVE A 50' COIL OF FIBER IN THE JUNCTION BOX. TERMINATE AND TEST ALL STRANDS. J-BOX SHALL BE 12"X12"X6", MOUNTED ABOVE THE CEILING UNLESS OTHERWISE NOTED.

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△	REVISIONS	○	ISSUES	
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		4	04/10/2024	ISSUED FOR PERMIT
		5	08/01/2024	ISSUED FOR PERMIT R1
		6	09/12/2024	ISSUED FOR PERMIT R2
		7	10/23/2024	ISSUED FOR CONSTRUCTION

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Burbank, CA 91505

SHEET TITLE:
LEVEL 1 - TELECOM CEILING PLAN - Zone C5

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-01C5

TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:18:32 PM T2-01C5 LEVEL 1 - TELECOM CEILING PLAN - Zone C5

1 LEVEL 1 - TELECOM CEILING PLAN - Zone C6
1/8" = 1'-0"

KEYED NOTES: #

1. PROVIDE OUTLET FOR FUTURE AIRLINE CCTV CAMERA
2. PROVIDE 6-STRAND SM FIBER OPTIC CABLE FROM SERVING IDF OR MCR, WITH 50' COIL OF FIBER IN THE J-BOX

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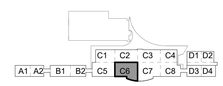
10/23/2024

KEYPLAN



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△	REVISIONS	○	ISSUES	
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		4	04/10/2024	ISSUED FOR PERMIT
		5	08/01/2024	ISSUED FOR PERMIT R1
		6	09/12/2024	ISSUED FOR PERMIT R2
		7	10/23/2024	ISSUED FOR CONSTRUCTION

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BURBANK RPT
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Burbank, CA 91505

SHEET TITLE:
LEVEL 1 - TELECOM CEILING PLAN - Zone C6

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-01C6

TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:18:36 PM T2-01C6 LEVEL 1 - TELECOM CEILING PLAN - Zone C6

1 LEVEL 1 - TELECOM CEILING PLAN - Zone C7

1/8" = 1'-0"

KEYED NOTES: [#]

1. PROVIDE 6-STRAND SM FIBER OPTIC CABLE FROM SERVING IDF OR MCR, WITH 50' COIL OF FIBER IN THE J-BOX
2. J-TYPE OUTLETS FED FROM TENANT COMM EQUIPMENT LOCATED IN MILLWORK WITHIN THE SPACE
3. PROVE SINGLE MODE FIBER OPTIC CABLE FROM J-BOX TO LOCATION DESIGNATED IN AIRLINE SINGLE LINE DIAGRAMS. LEAVE A 50' COIL OF FIBER IN THE JUNCTION BOX. TERMINATE AND TEST ALL STRANDS. J-BOX SHALL BE 12"X12"X6". MOUNTED ABOVE THE CEILING UNLESS OTHERWISE NOTED.

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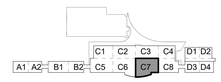

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		5	08/01/2024	ISSUED FOR PERMIT R1
		6	09/12/2024	ISSUED FOR PERMIT R2
		7	10/23/2024	ISSUED FOR CONSTRUCTION

Hollywood Burbank Airport

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Faith Group

TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
LEVEL 1 - TELECOM CEILING PLAN - Zone C7

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-01C7

TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:18:40 PM T2-01C7 LEVEL 1 - TELECOM CEILING PLAN - Zone C7

1 LEVEL 1 - TELECOM CEILING PLAN - Zone C8
1/8" = 1'-0"

KEYED NOTES: #

1. PROVIDE 6-STRAND SM FIBER OPTIC CABLE FROM SERVING IDF OR MCR, WITH 50' COIL OF FIBER IN THE J-BOX
2. PROVE SINGLE MODE FIBER OPTIC CABLE FROM J-BOX TO LOCATION DESIGNATED IN AIRLINE SINGLE LINE DIAGRAMS. LEAVE A 50' COIL OF FIBER IN THE JUNCTION BOX. TERMINATE AND TEST ALL STRANDS. J-BOX SHALL BE 12"X12"X6", MOUNTED ABOVE THE CEILING UNLESS OTHERWISE NOTED.

△	REVISIONS	○	ISSUES	
		1	09/18/2023	30% SCHEMATIC DESIGN
		2	12/18/2023	60% DESIGN DEVELOPMENT
		4	04/10/2024	ISSUED FOR PERMIT
		5	08/01/2024	ISSUED FOR PERMIT R1
		6	09/12/2024	ISSUED FOR PERMIT R2
		7	10/23/2024	ISSUED FOR CONSTRUCTION

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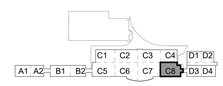
KEYPLAN



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Burbank, CA 91505

SHEET TITLE:
LEVEL 1 - TELECOM CEILING PLAN - Zone C8

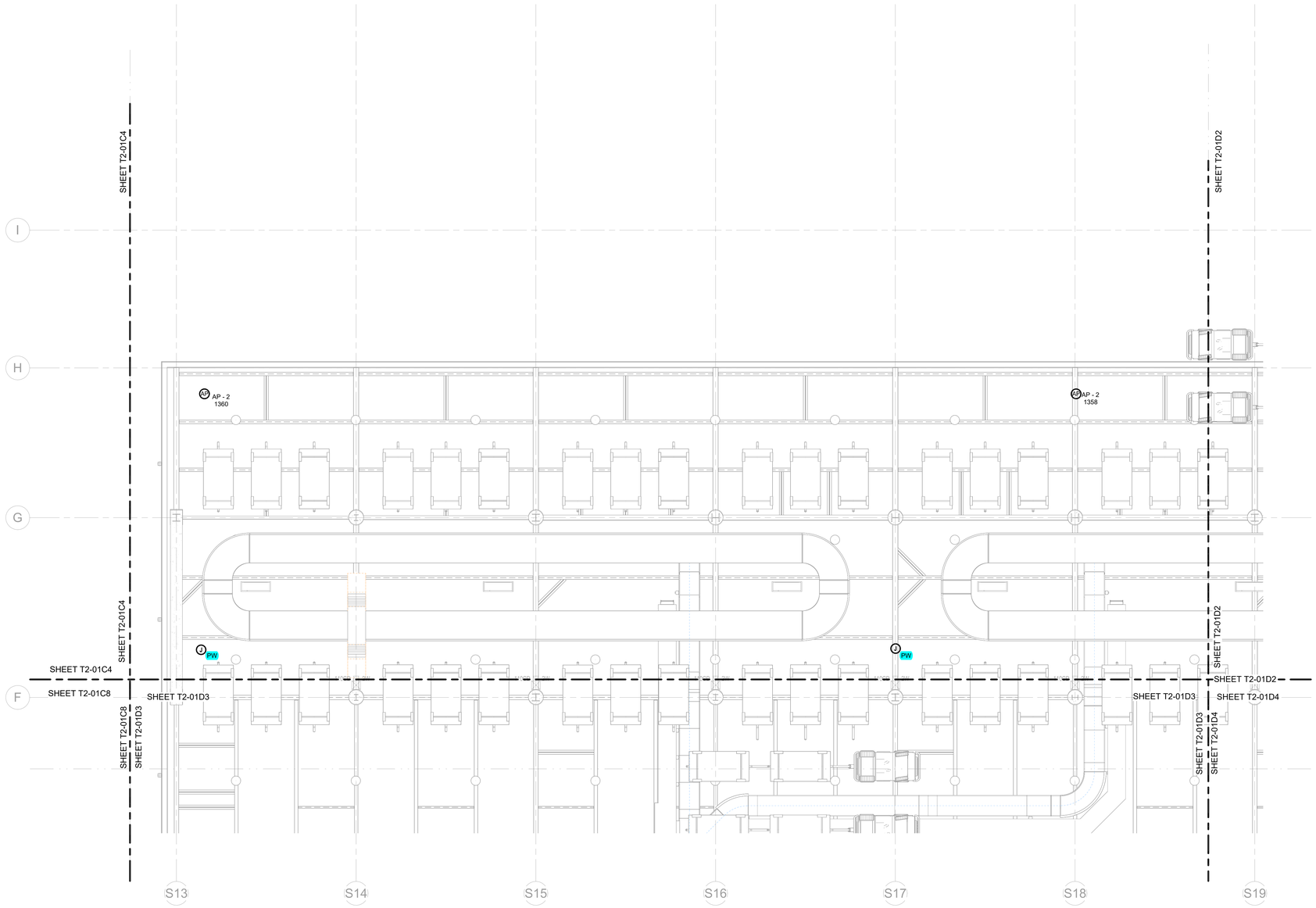
DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-01C8

TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:18:44 PM T2-01C8 LEVEL 1 - TELECOM CEILING PLAN - Zone C8



1 LEVEL 1 - TELECOM CEILING PLAN - Zone D1

1/8" = 1'-0"

11/7/2024 1:18:47 PM T2-01D1 LEVEL 1 - TELECOM CEILING PLAN - Zone D1

△	REVISIONS	○	ISSUES	
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		2	12/18/2023	60% DESIGN DEVELOPMENT
		4	04/10/2024	ISSUED FOR PERMIT
		5	08/01/2024	ISSUED FOR PERMIT R1
		6	09/12/2024	ISSUED FOR PERMIT R2
		7	10/23/2024	ISSUED FOR CONSTRUCTION

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SHEET TITLE:
LEVEL 1 - TELECOM CEILING PLAN - Zone D1

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**
DRAWING No: T2-01D1
TERM 2

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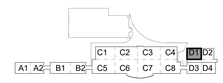

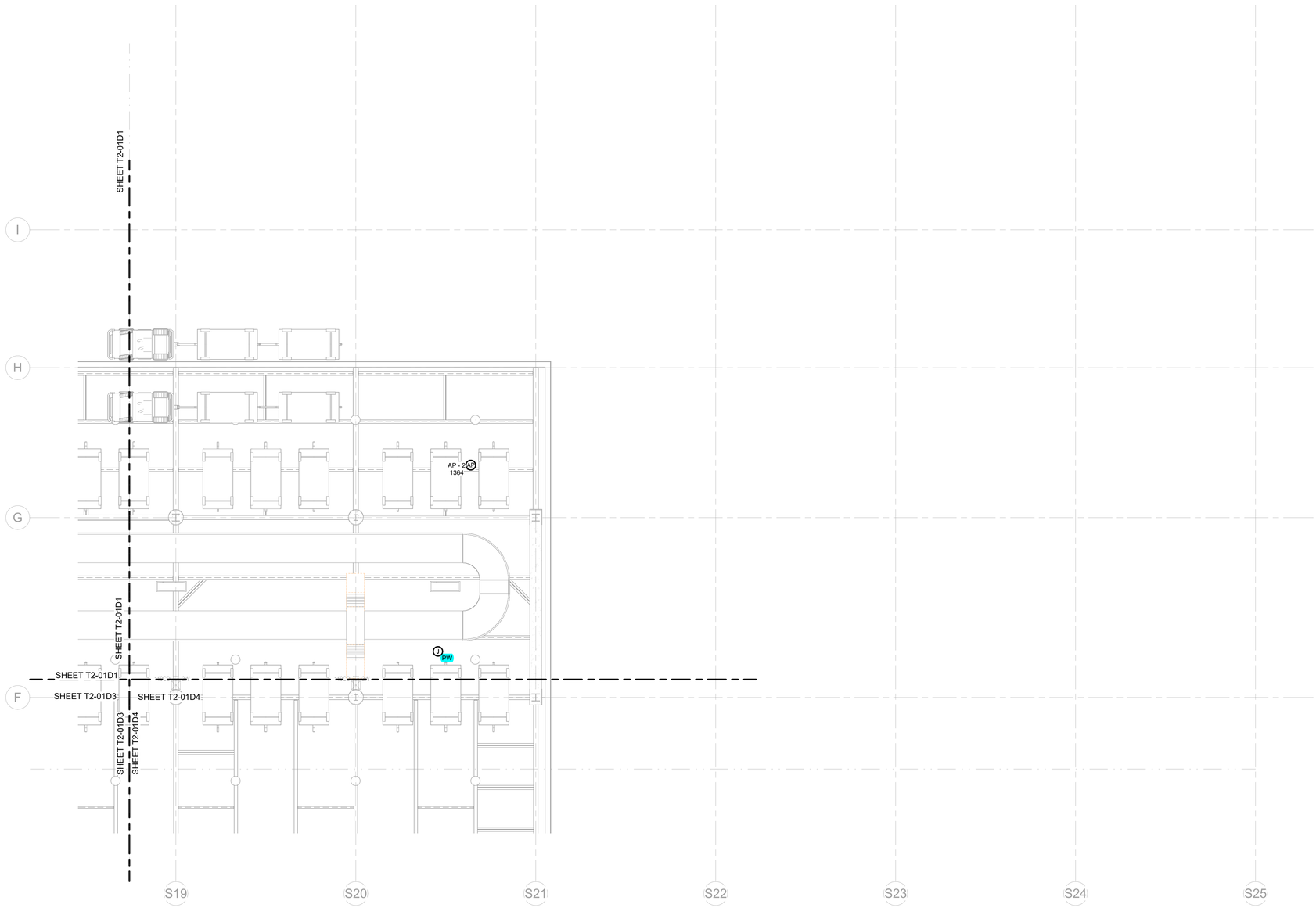

1 LEVEL 1 - TELECOM CEILING PLAN - Zone D2

1/8" = 1'-0"

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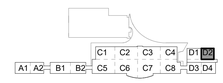

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△	REVISIONS		○	ISSUES	
			1	09/18/2023	30% SCHEMATIC DESIGN
			2	12/18/2023	60% DESIGN DEVELOPMENT
			4	04/10/2024	ISSUED FOR PERMIT
			5	08/01/2024	ISSUED FOR PERMIT R1
			6	09/12/2024	ISSUED FOR PERMIT R2
			7	10/23/2024	ISSUED FOR CONSTRUCTION

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SHEET TITLE:

LEVEL 1 - TELECOM CEILING PLAN - Zone D2

DATE: 10/23/2024

DRAWN BY: **TK**

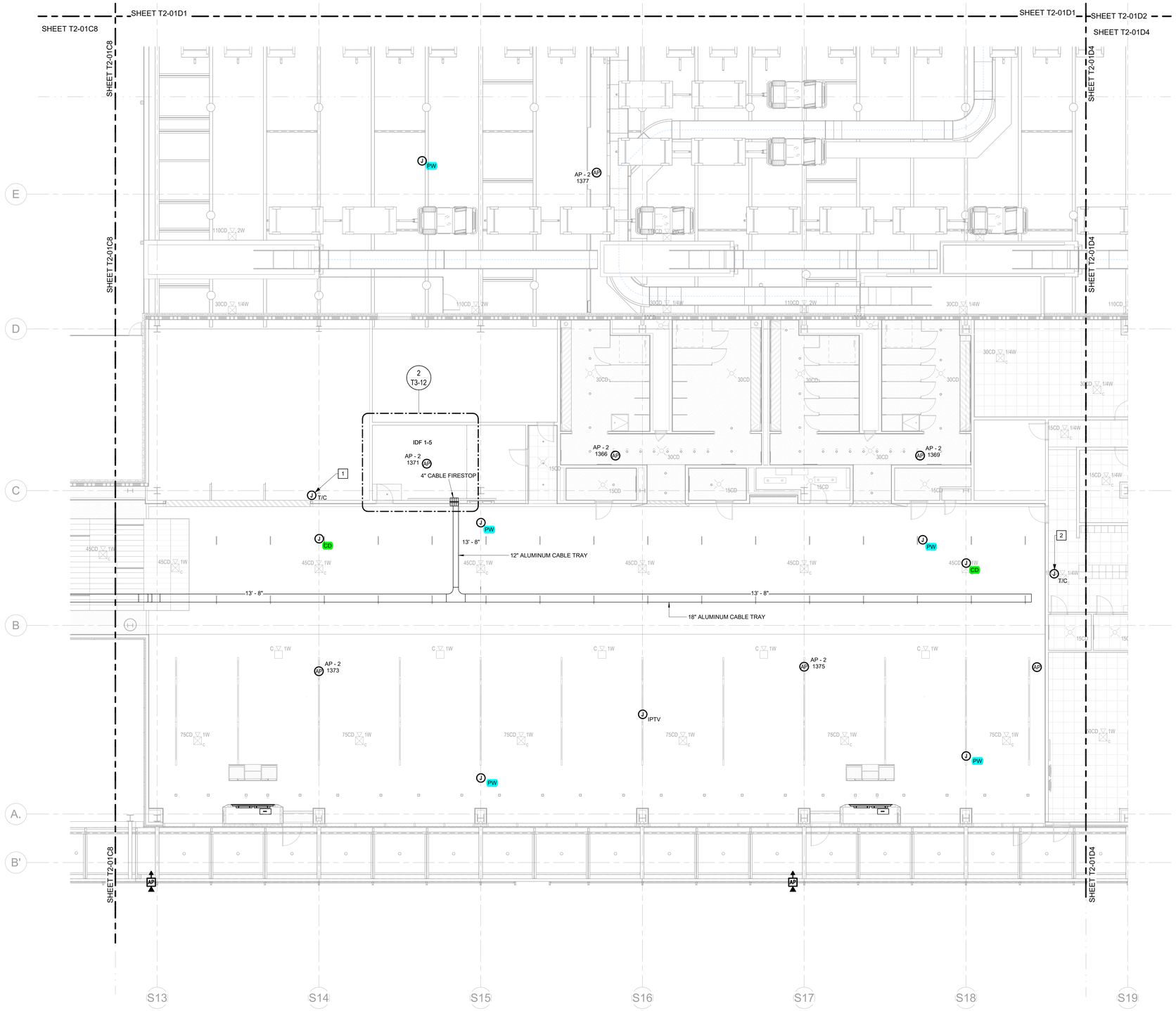
CHECKED BY: **HF**

DRAWING No: T2-01D2

TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:18:50 PM T2-01D2 LEVEL 1 - TELECOM CEILING PLAN - Zone D2



1 LEVEL 1 - TELECOM CEILING PLAN - Zone D3
1/8" = 1'-0"

KEYED NOTES: [#]

[1] PROVIDE 6-STRAND SM FIBER OPTIC CABLE FROM SERVING IDF OR MCR, WITH 50' COIL OF FIBER IN THE J-BOX

[2] PROVE SINGLE MODE FIBER OPTIC CABLE FROM J-BOX TO LOCATION DESIGNATED IN AIRLINE SINGLE LINE DIAGRAMS. LEAVE A 50' COIL OF FIBER IN THE JUNCTION BOX. TERMINATE AND TEST ALL STRANDS. J-BOX SHALL BE 12"X12"X6", MOUNTED ABOVE THE CEILING UNLESS OTHERWISE NOTED.

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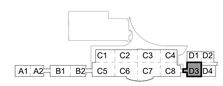

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△	REVISIONS	○	ISSUES	
		1	09/18/2023	30% SCHEMATIC DESIGN
		2	12/18/2023	60% DESIGN DEVELOPMENT
		4	04/10/2024	ISSUED FOR PERMIT
		5	08/01/2024	ISSUED FOR PERMIT R1
		6	09/12/2024	ISSUED FOR PERMIT R2
		7	10/23/2024	ISSUED FOR CONSTRUCTION

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SHEET TITLE:
LEVEL 1 - TELECOM CEILING PLAN - Zone D3

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-01D3

TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:18:54 PM T2-01D3 LEVEL 1 - TELECOM CEILING PLAN - Zone D3

1 LEVEL 1 - TELECOM CEILING PLAN - Zone D4
1/8" = 1'-0"

KEYED NOTES: #

1 PROVIDE (1) 3" CONDUIT WITH WEATHERHEAD TO ROOF. FOR VHF/UHF PROVIDED BY OTHERS. ROUTE CONDUIT TO AIRLINE COMM ROOM.

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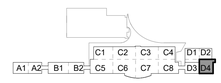

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△	REVISIONS	○	ISSUES	
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		4	04/10/2024	ISSUED FOR PERMIT
		5	08/01/2024	ISSUED FOR PERMIT R1
		6	09/12/2024	ISSUED FOR PERMIT R2
		7	10/23/2024	ISSUED FOR CONSTRUCTION

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SHEET TITLE:
LEVEL 1 - TELECOM CEILING PLAN - Zone D4

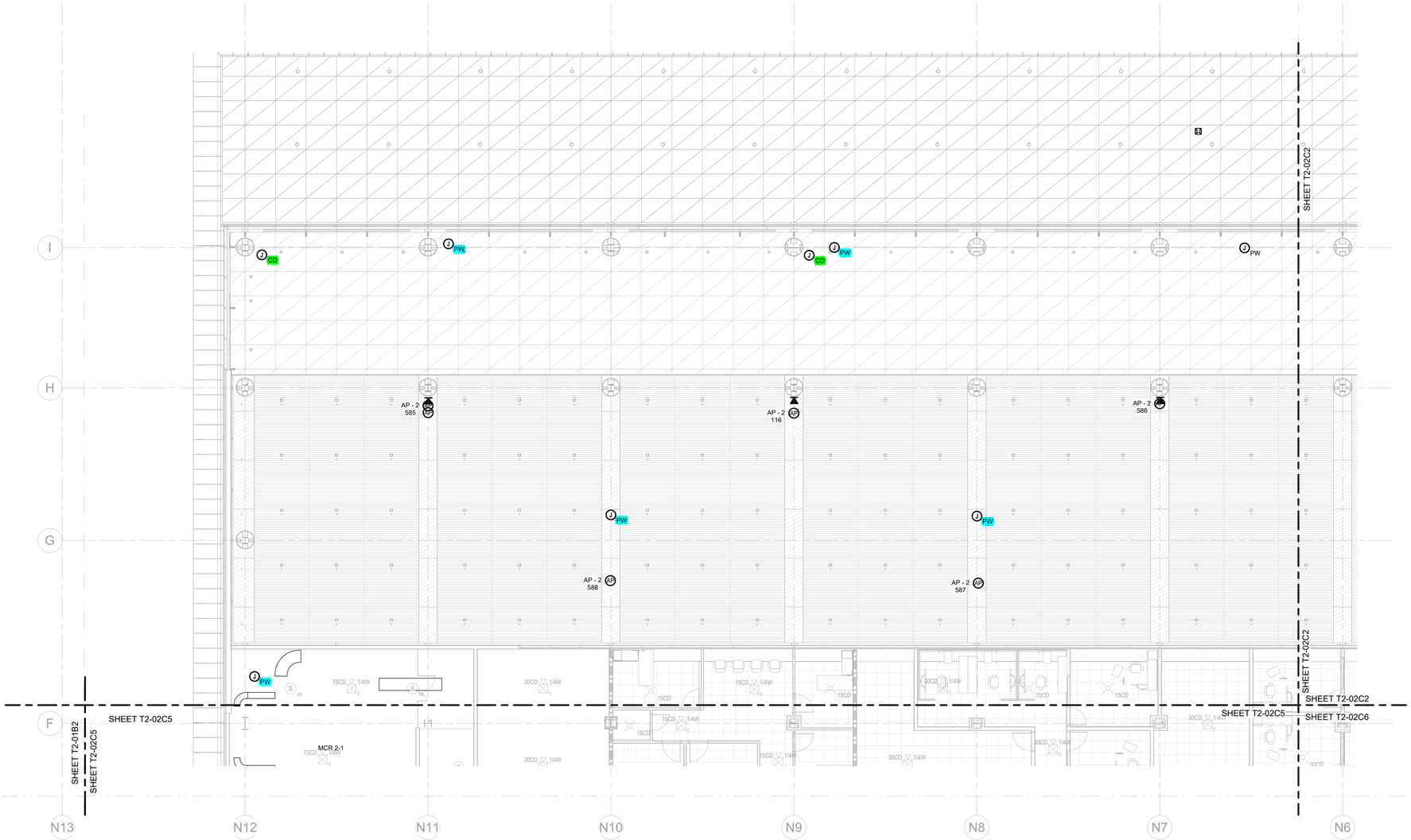
DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-01D4

TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:18:57 PM T2-01D4 LEVEL 1 - TELECOM CEILING PLAN - Zone D4



1 LEVEL 2 - TELECOM CEILING PLAN - Zone C1

1/8" = 1'-0"

△	REVISIONS	○	ISSUES	
		1	09/18/2023	30% SCHEMATIC DESIGN
		2	12/18/2023	60% DESIGN DEVELOPMENT
		4	04/10/2024	ISSUED FOR PERMIT
		5	08/01/2024	ISSUED FOR PERMIT R1
		6	09/12/2024	ISSUED FOR PERMIT R2
		7	10/23/2024	ISSUED FOR CONSTRUCTION

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SHEET TITLE:
LEVEL 2 - TELECOM CEILING PLAN - Zone C1

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-02C1

TERM 2

RETURN TO INDEX T0-00

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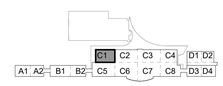

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11/7/2024 1:19:00 PM T2-02C1 LEVEL 2 - TELECOM CEILING PLAN - Zone C1

1 LEVEL 2 - TELECOM CEILING PLAN - Zone C2

1/8" = 1'-0"

REVISIONS		ISSUES	
1	09/18/2023	30% SCHEMATIC DESIGN	
2	12/18/2023	60% DESIGN DEVELOPMENT	
4	04/10/2024	ISSUED FOR PERMIT	
5	08/01/2024	ISSUED FOR PERMIT R1	
6	09/12/2024	ISSUED FOR PERMIT R2	
7	10/23/2024	ISSUED FOR CONSTRUCTION	

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SHEET TITLE:
LEVEL 2 - TELECOM CEILING PLAN - Zone C2

DATE: 10/23/2024
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CHECKED BY: **HF**
DRAWING No: T2-02C2
TERM 2

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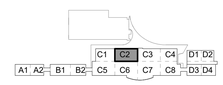

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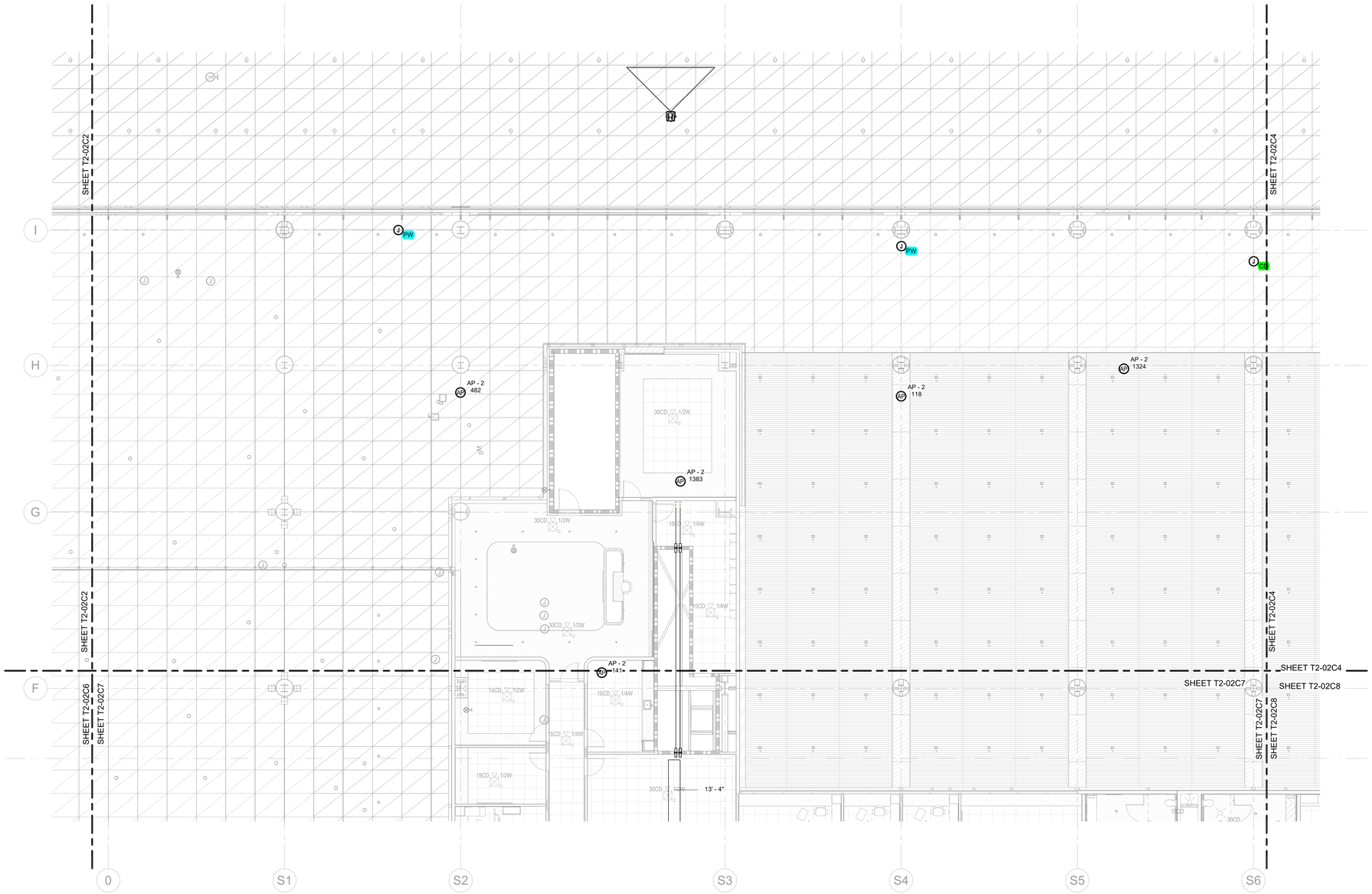
11/7/2024 1:19:04 PM T2-02C2 LEVEL 2 - TELECOM CEILING PLAN - Zone C2



1 LEVEL 2 - TELECOM CEILING PLAN - Zone C3
1/8" = 1'-0"

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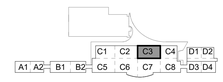

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△	REVISIONS	○	ISSUES	
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		4	04/10/2024	ISSUED FOR PERMIT
		5	08/01/2024	ISSUED FOR PERMIT R1
		6	09/12/2024	ISSUED FOR PERMIT R2
		7	10/23/2024	ISSUED FOR CONSTRUCTION

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SHEET TITLE:
LEVEL 2 - TELECOM CEILING PLAN - Zone C3

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-02C3

TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:19:08 PM T2-02C3 LEVEL 2 - TELECOM CEILING PLAN - Zone C3

1 LEVEL 2 - TELECOM CEILING PLAN - Zone C4
1/8" = 1'-0"

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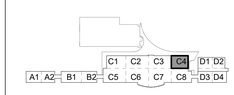

	REVISIONS		ISSUES	
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		2	12/18/2023	60% DESIGN DEVELOPMENT
		4	04/10/2024	ISSUED FOR PERMIT
		5	08/01/2024	ISSUED FOR PERMIT R1
		6	09/12/2024	ISSUED FOR PERMIT R2
		7	10/23/2024	ISSUED FOR CONSTRUCTION

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SHEET TITLE:
LEVEL 2 - TELECOM CEILING PLAN - Zone C4

DATE: 10/23/2024
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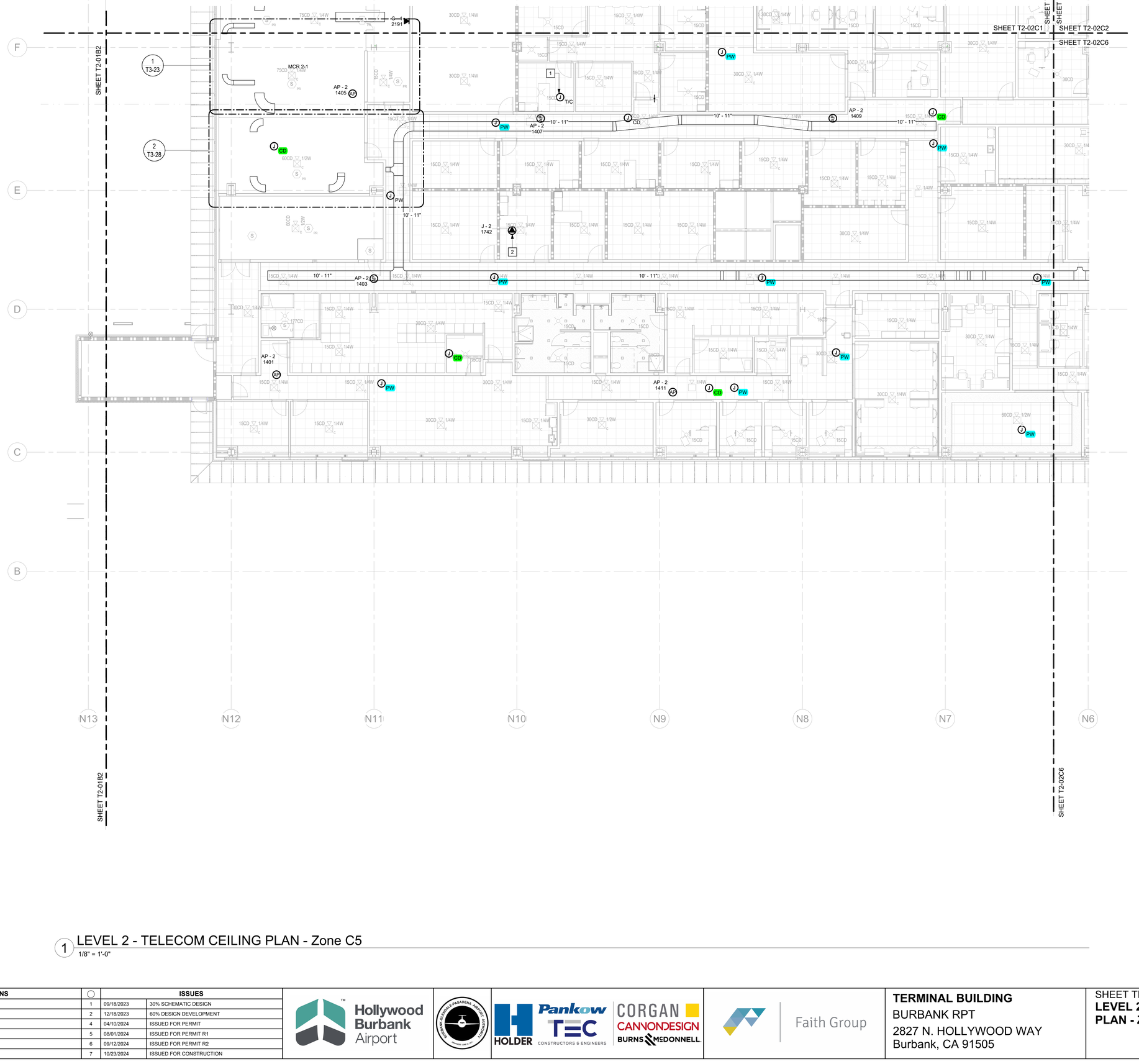
CHECKED BY: **HF**

DRAWING No: T2-02C4

TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:19:11 PM T2-02C4 LEVEL 2 - TELECOM CEILING PLAN - Zone C4



1 LEVEL 2 - TELECOM CEILING PLAN - Zone C5
1/8" = 1'-0"

KEYED NOTES: #

1. PROVIDE 6-STRAND SM FIBER OPTIC CABLE FROM SERVING IDF OR MCR, WITH 50' COIL OF FIBER IN THE J-BOX
2. TENANT OUTLET FED FROM TENANT IT EQUIPMENT IN T-CN-01A-080

△	REVISIONS	○	ISSUES	
		1	09/18/2023	30% SCHEMATIC DESIGN
		2	12/18/2023	60% DESIGN DEVELOPMENT
		4	04/10/2024	ISSUED FOR PERMIT
		5	08/01/2024	ISSUED FOR PERMIT R1
		6	09/12/2024	ISSUED FOR PERMIT R2
		7	10/23/2024	ISSUED FOR CONSTRUCTION

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SHEET TITLE:
LEVEL 2 - TELECOM CEILING PLAN - Zone C5

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CHECKED BY: **HF**

DRAWING No: T2-02C5

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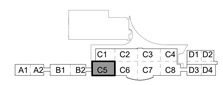
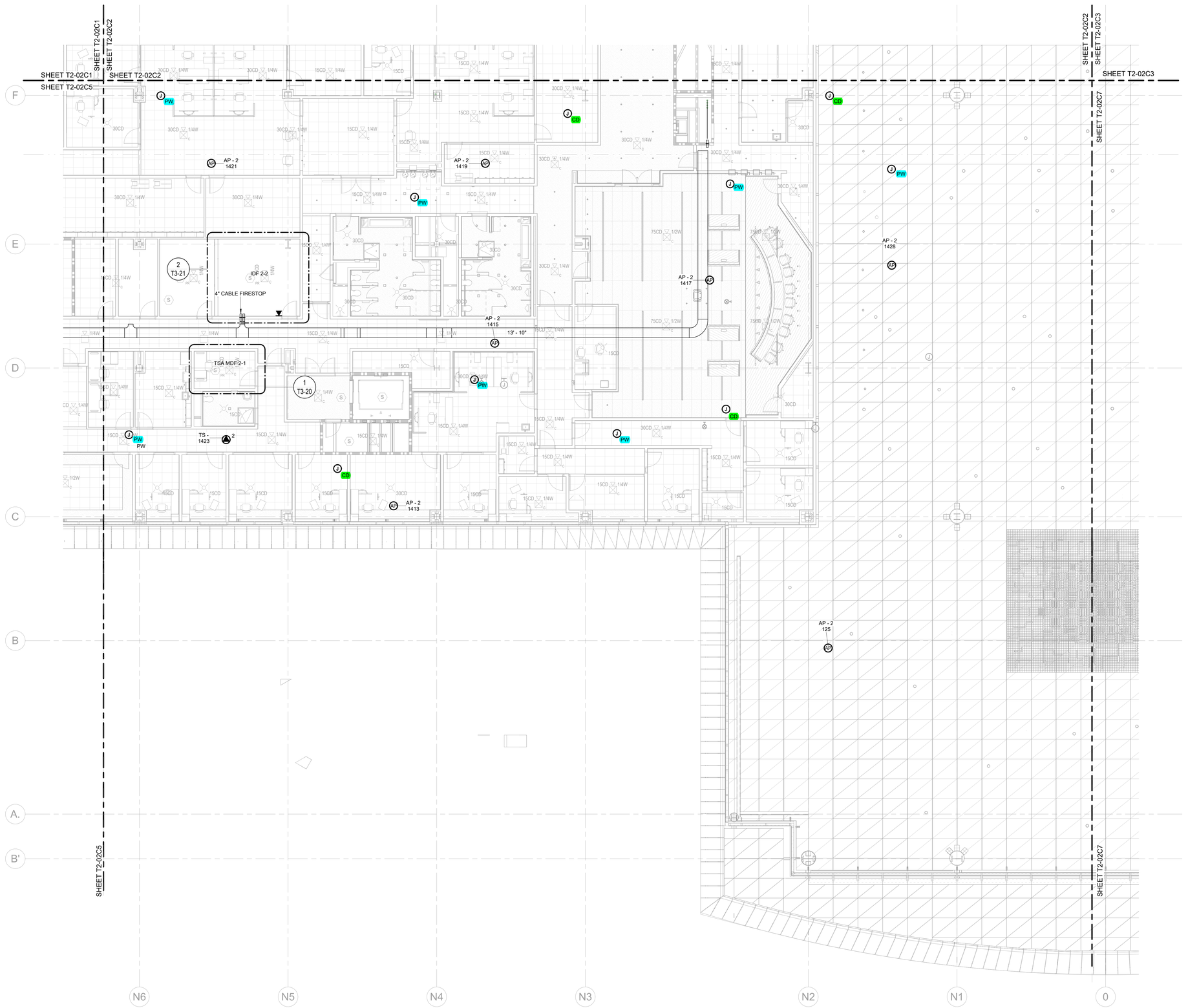


11/7/2024 1:19:15 PM T2-02C5 LEVEL 2 - TELECOM CEILING PLAN - Zone C5



1 LEVEL 2 - TELECOM CEILING PLAN - Zone C6
1/8" = 1'-0"

△	REVISIONS	○	ISSUES	
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		2	12/18/2023	60% DESIGN DEVELOPMENT
		4	04/10/2024	ISSUED FOR PERMIT
		5	08/01/2024	ISSUED FOR PERMIT R1
		6	09/12/2024	ISSUED FOR PERMIT R2
		7	10/23/2024	ISSUED FOR CONSTRUCTION

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SHEET TITLE:
LEVEL 2 - TELECOM CEILING PLAN - Zone C6

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DRAWING No: T2-02C6

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N

1 LEVEL 2 - TELECOM CEILING PLAN - Zone C7

1/8" = 1'-0"

△	REVISIONS	○	ISSUES	
		1	09/18/2023	30% SCHEMATIC DESIGN
		2	12/18/2023	60% DESIGN DEVELOPMENT
		4	04/10/2024	ISSUED FOR PERMIT
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SHEET TITLE:
LEVEL 2 - TELECOM CEILING PLAN - Zone C7

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DRAWING No: T2-02C7

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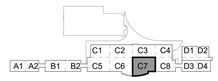
10/23/2024

KEYPLAN



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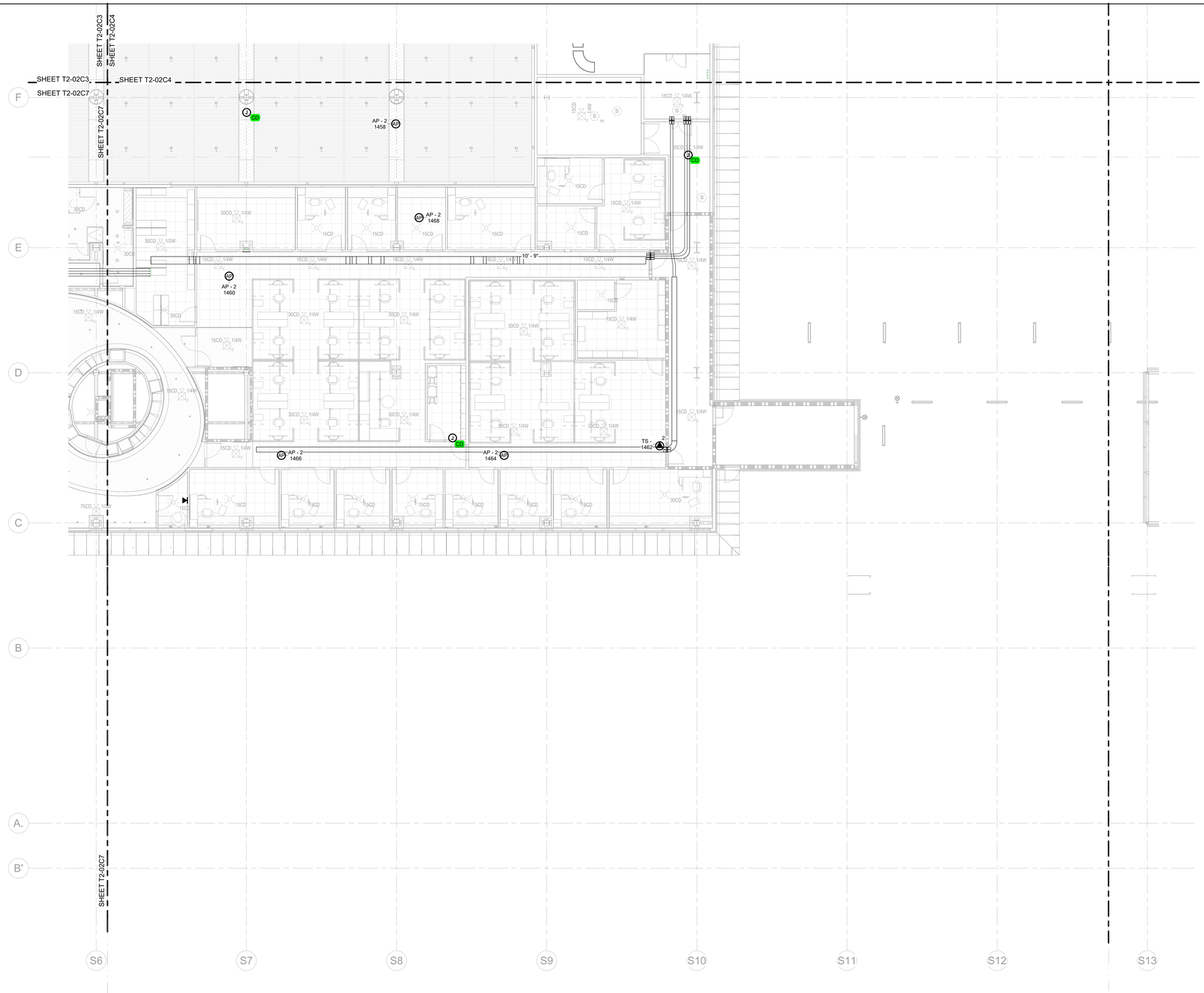
11/7/2024 1:19:43 PM T2-02C7 LEVEL 2 - TELECOM CEILING PLAN - Zone C7



1 LEVEL 2 - TELECOM CEILING PLAN - Zone C8
1/8" = 1'-0"

△	REVISIONS	○	ISSUES	
		1	09/18/2023	30% SCHEMATIC DESIGN
		2	12/18/2023	60% DESIGN DEVELOPMENT
		4	04/10/2024	ISSUED FOR PERMIT
		5	08/01/2024	ISSUED FOR PERMIT R1
		6	09/12/2024	ISSUED FOR PERMIT R2
		7	10/23/2024	ISSUED FOR CONSTRUCTION

Hollywood Burbank Airport

HOLDER Pankow TEC CONSTRUCTORS & ENGINEERS CORGAN CANNONDESIGN BURNS McDONNELL

Faith Group

TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
LEVEL 2 - TELECOM CEILING PLAN - Zone C8

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T2-02C8

TERM 2

RETURN TO INDEX T0-00

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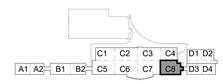
Date of issue:
10/23/2024

KEYPLAN



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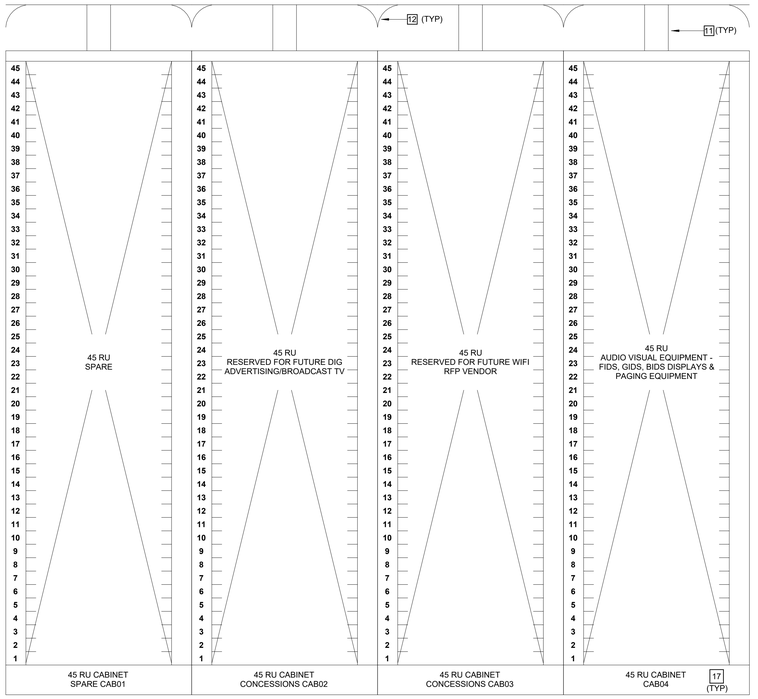
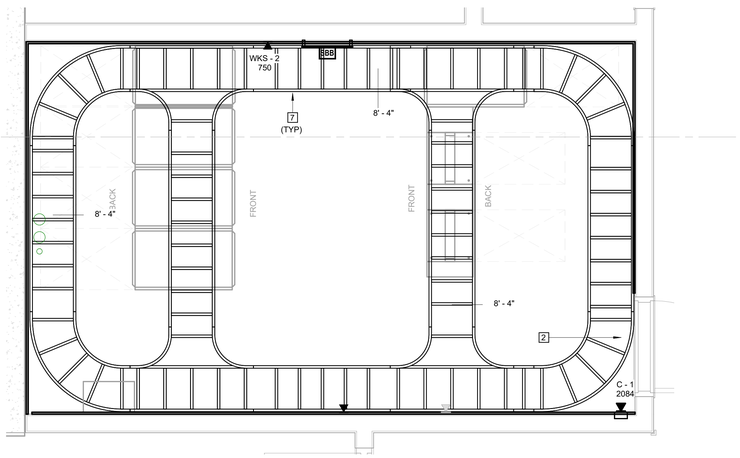
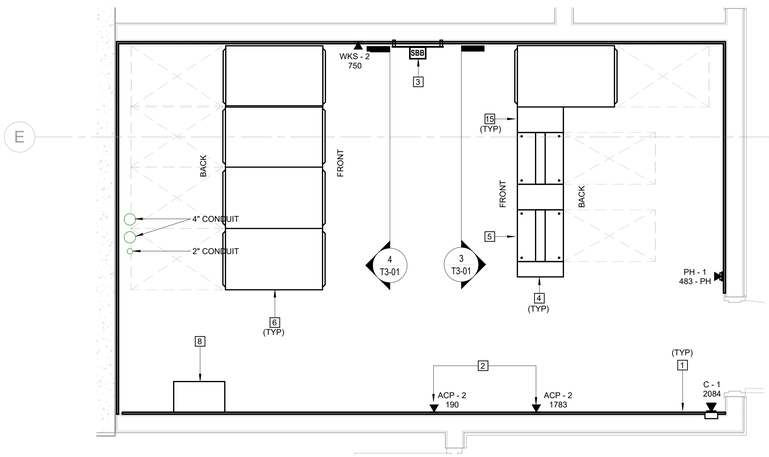


3 LEVEL B1 - IDF B-1 CABINET ROW ELEVATION
1 1/2" = 1'-0"



2 LEVEL B1 - ENLARGED IDF B-1 ROOM RCP
1/2" = 1'-0"



1 LEVEL B1 - ENLARGED IDF B-1 ROOM PLAN
1/2" = 1'-0"

GENERAL NOTE:

1. ALL DATA CABINETS AND RACKS MAY REQUIRE SEISMIC BRACINGS IN ACCORDANCE WITH ALL LOCAL AND CALIFORNIA STATE SEISMIC ZONE RATING. CABINETS SHOULD BE RATED TO MEET TELECORDIA R-63 AND IBC RATING.

SHEETS NOTE: #

1. PROVIDE 3/4" THICK UNDERWRITERS LABORATORY APPROVED FIRE-RETARDANT PLYWOOD ON THIS WALL AS SHOWN. LOCATE BOTTOM OF PLYWOOD 1'-0" AFF AND LOCATE TOP OF PLYWOOD BACKBOARD 9'-0". PAINT ALL 6 SIDES OF EACH SHEET OF PLYWOOD WITH FIRE-RETARDANT, WHITE COLOR, LIGHT REFLECTIVE PAINT. THE "FIRE RATING STENCIL AND UNDERWRITERS LABORATORY SEAL" ON PLYWOOD SHALL BE TAPED OVER AND THE TAPE REMOVED AFTER PAINTING, SO AS TO CLEARLY DISPLAY THE RATING AND SEAL ON THE PLYWOOD.
2. SURFACE MOUNT OUTLET ADJACENT TO SECURITY PANEL
3. PROVIDE GROUNDING SBB (2"X12"X.25") AT APPROX.6FT. AFF, MOUNTED TO 3/4" PLYWOOD BACKGROUND. BUSBAR AND SBB GROUND CABLE TO BUILDING GROUND STRUCTURES TO BE PROVIDED BY DIVISION 26. ALL CABINETS, RACK CONDUIT SLEEVES AND CABLE LADDER GROUNDING WITHIN THE IDF'S BY LOW VOLTAGE CONTRACTOR (TYP.)
4. 6" FRONT AND BACK VERTICAL WIRE MANAGERS (TYPICAL)
5. 2- POST EQUIPMENT RACK (TYP.)
6. EQUIPMENT CABINETS
7. 18" WIDE CABLE TRAY
8. RESERVED 40"X20"X12" WALL SPACE FOR STACKED CELLULAR DAS. TO BE PROCURED UNDER A FUTURE CELLULAR DAS RFP.
9. SPACE RESERVE FOR SECURITY ACCESS CONTROL AND POWER SUPPLY PANELS. SEE TY SET FOR EXACT QUANTITIES OF CABINETS AND CONFIGURATION.
10. MECHANICAL EQUIPMENT SPECIFIED AND INSTALLED UNDER MECHANICAL CONTRACTOR
11. 3" TALL CABLE RUNWAY ELEVATION KIT
12. TOP-MOUNT CABLE WATERFALL TRAY
13. TENANT FIBER PATCH PANEL. SEE FIBER PANEL SCHEDULE AND TENANT SHARED SERVICES DIAGRAM.
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16. (1) 50 PAIR CAT3 COPPER BACKBONE CABLES RAN BACK TO EACH MCR ROOM RESPECTIVELY (100 PAIR TOTAL). SEE TELECOM BACKBONE SINGLE LIINE DIAGRAM FOR MORE INFORMATION.
17. PROVIDE (2) VERTICAL MOUNTED, CPI PART NO: EA-3002-C, MONITORED eCONNECT PDUs, AT THE BACK OF EACH VERTICAL CABLE MANAGER. INPUT RECEPTACLE SHALL BE ON THE BACK OF EACH RACK & CABINET MOUNTED TO THE OVERHEAD CABLE TRAY. SEE ELECTRICAL DRAWINGS FOR DETAILS. TYPICAL FOR ALL RACKS AND CABINETS.
18. CHAIN LINK FENCE. PROVIDED UNDER ARCHITECTURAL/GENERAL CONTRACTOR SCOPE.

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Date of issue:
10/23/2024

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Hollywood Burbank Airport

HOLDER Pankow TEC CONSTRUCTORS & ENGINEERS CORGAN CANNONDESIGN BURNS McDONNELL

Faith Group

TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

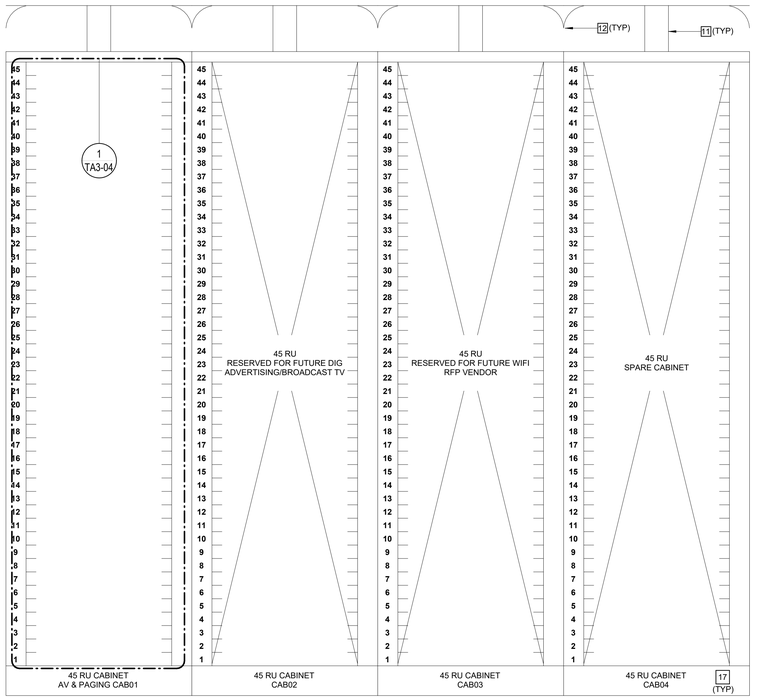
SHEET TITLE:
LEVEL B1 - ENLARGED IDF ROOM PLAN - IDF B-1

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**
DRAWING No: T3-01
TERM 2

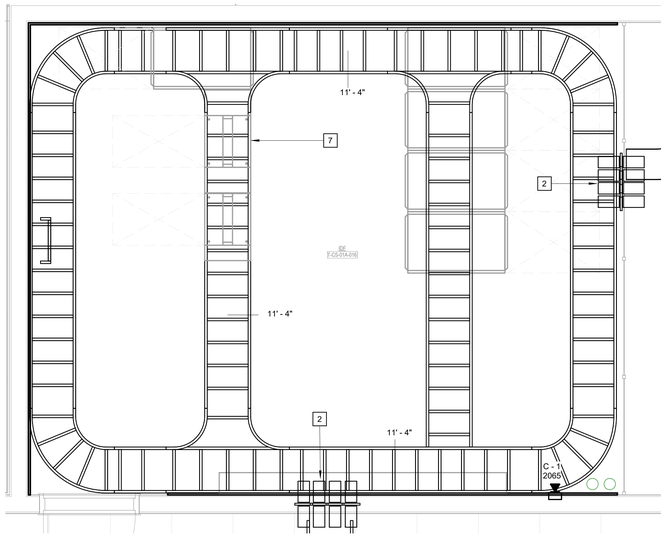
RETURN TO INDEX T0-00

11/7/2024 1:19:57 PM T3-01 LEVEL B1 - ENLARGED IDF ROOM PLAN - IDF B-1

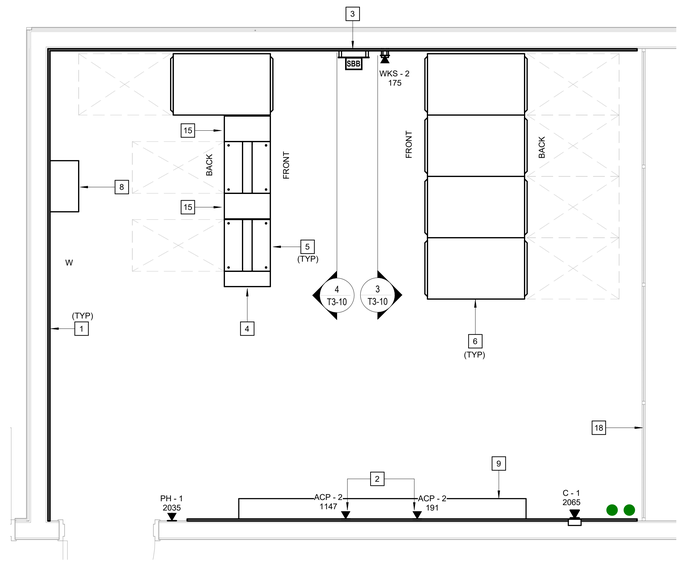
Redacted



3 IDF CABINET ROW ELEVATION - IDF 1-4
1 1/2" = 1'-0"



2 LEVEL 1 - ENLARGED TELECOM ROOM RCP - IDF 1-4
1/2" = 1'-0"



1 LEVEL 1 - ENLARGED IDF ROOM PLAN - IDF 1-4
1/2" = 1'-0"

GENERAL NOTE:

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SHEETS NOTE: #

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10/23/2024

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Hollywood Burbank Airport

HOLDER Pankow TEC CONSTRUCTORS & ENGINEERS CORGAN CANNONDESIGN BURNS McDONNELL

Faith Group

TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
LEVEL 1 - ENLARGED IDF ROOM PLAN - IDF 1-4

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**
DRAWING No: T3-10
TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:20:05 PM T3-10 LEVEL 1 - ENLARGED IDF ROOM PLAN - IDF 1-4

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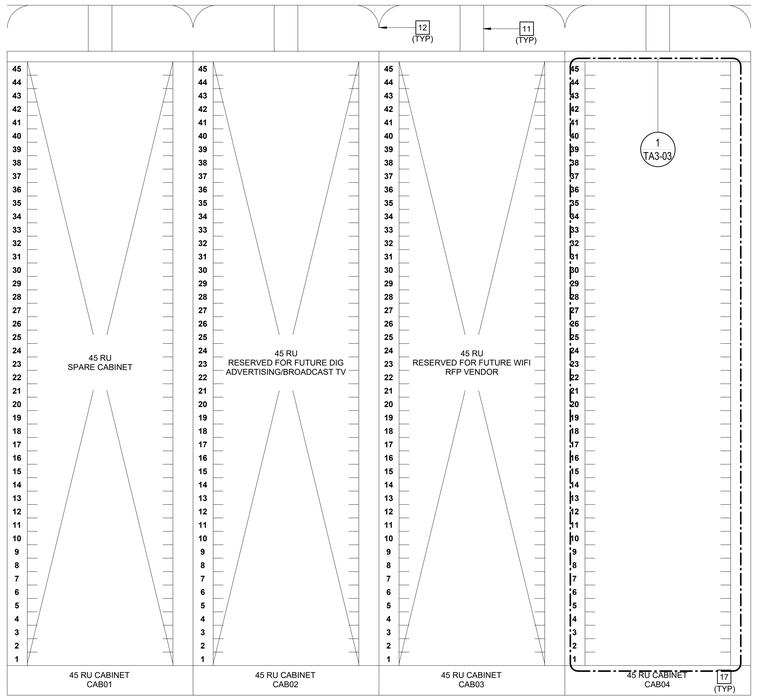
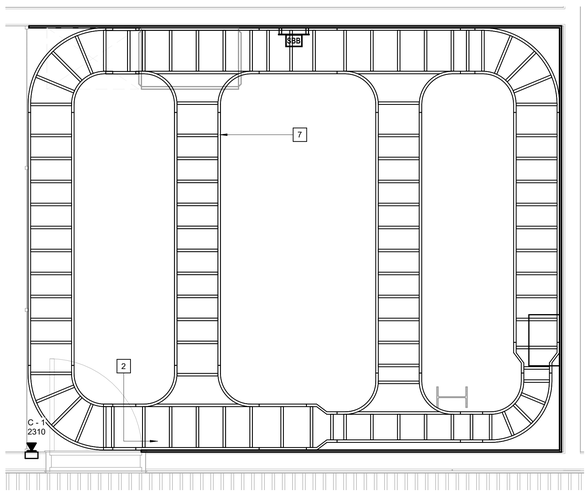


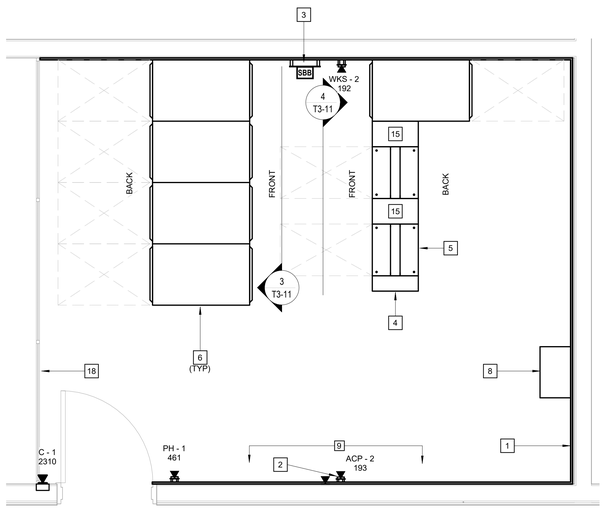
3 IDF CABINET ROW ELEVATION IDF 1-2

1 1/2" = 1'-0"



2 LEVEL 1 - ENLARGED TELECOM ROOM RCP - IDF 1-2

1/2" = 1'-0"



1 LEVEL 1 - ENLARGED IDF ROOM PLAN - IDF 1-2

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10/23/2024

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11/7/2024 1:20:09 PM T3-11 LEVEL 1 - ENLARGED IDF ROOM PLAN - IDF 1-2

△	REVISIONS	○	ISSUES	
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Hollywood Burbank Airport

HOLDER Pankow TEC CONSTRUCTORS & ENGINEERS CORGAN CANNONDESIGN BURNS McDONNELL

Faith Group

TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
LEVEL 1 - ENLARGED IDF ROOM PLAN - IDF 1-2

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**
DRAWING No: T3-11
TERM 2

RETURN TO INDEX T0-00

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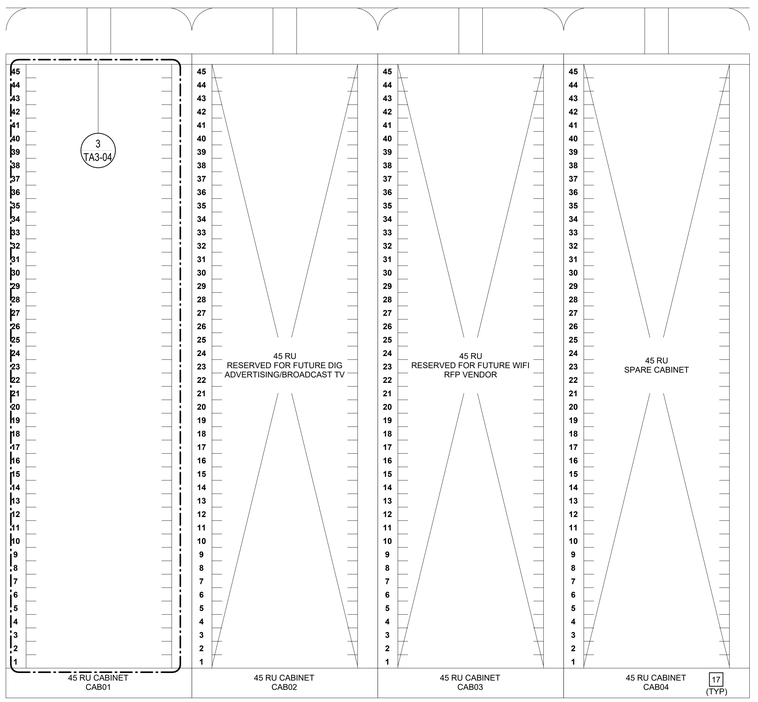
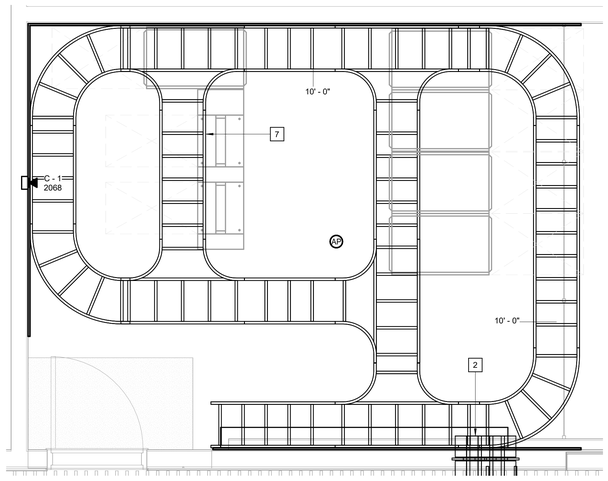


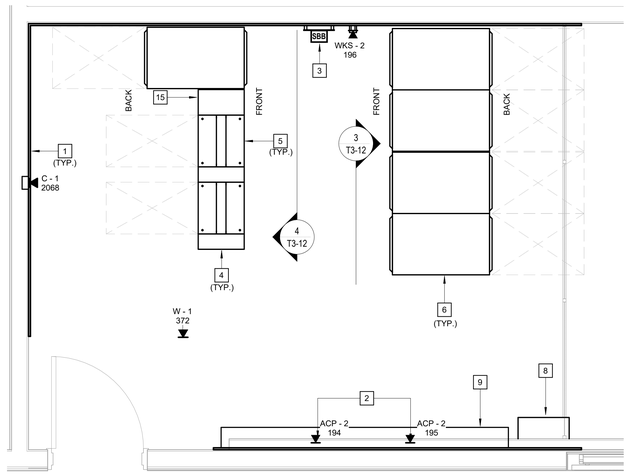
3 IDF 1-5 - CABINET ROW ELEVATION

1 1/2" = 1'-0"



2 IDF 1-5 - ENLARGED RCP

1/2" = 1'-0"



1 IDF 1-5 - ENLARGED ROOM PLAN

1/2" = 1'-0"

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[4] 6" FRONT AND BACK VERTICAL WIRE MANAGERS (TYPICAL)

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[6] EQUIPMENT CABINETS

[7] 18" WIDE CABLE TRAY

[8] RESERVED 40"X20"X12" WALL SPACE FOR STACKED CELLULAR DAS. TO BE PROCURED UNDER A FUTURE CELLULAR DAS RFP.

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Burbank, CA 91505

SHEET TITLE:
LEVEL 1 - ENLARGED IDF ROOM PLAN - IDF 1-5

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**
DRAWING No: T3-12
TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:20:14 PM T3-12 LEVEL 1 - ENLARGED IDF ROOM PLAN - IDF 1-5

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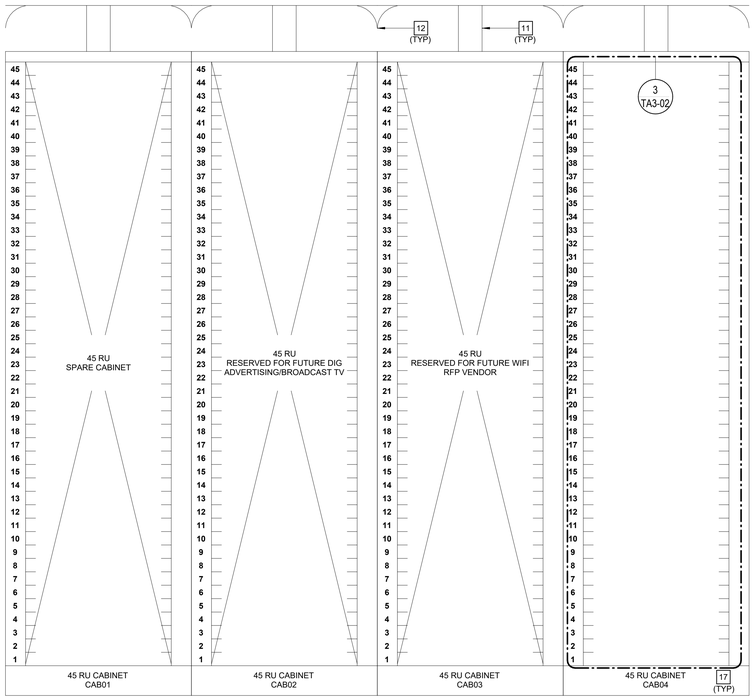
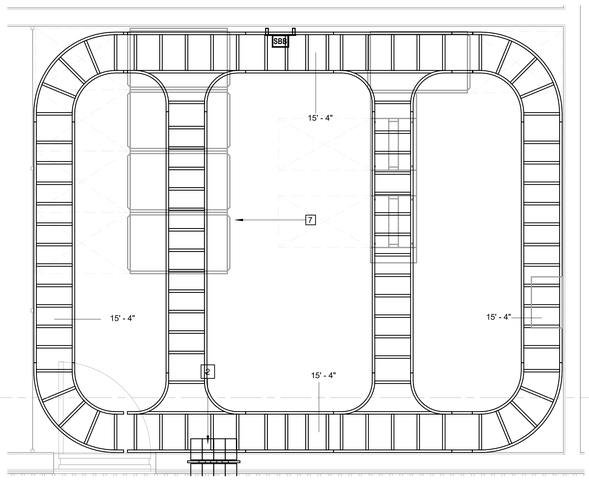
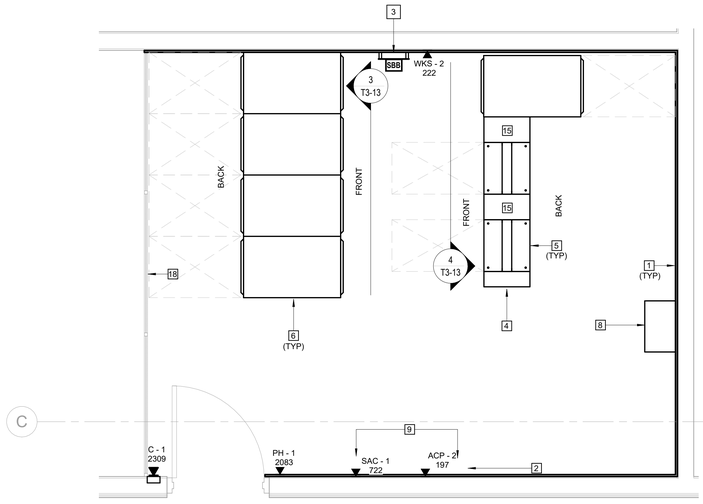


3 IDF 1-1 CABINET ROW ELEVATION
1 1/2" = 1'-0"



2 LEVEL 1 - ENLARGED IDF 1-1 ROOM RCP
1/2" = 1'-0"



1 LEVEL 1 - ENLARGED IDF 1-1 ROOM PLAN
1/2" = 1'-0"

GENERAL NOTE:

1. ALL DATA CABINETS AND RACKS MAY REQUIRE SEISMIC BRACINGS IN ACCORDANCE WITH ALL LOCAL AND CALIFORNIA STATE SEISMIC ZONE RATING. CABINETS SHOULD BE RATED TO MEET TELECORDIA R-63 AND IBC RATING.

SHEETS NOTE: #

1. PROVIDE 3/4" THICK UNDERWRITERS LABORATORY APPROVED FIRE-RETARDANT PLYWOOD ON THIS WALL AS SHOWN. LOCATE BOTTOM OF PLYWOOD 1'-0" AFF AND LOCATE TOP OF PLYWOOD BACKBOARD 9'-0". PAINT ALL 6 SIDES OF EACH SHEET OF PLYWOOD WITH FIRE-RETARDANT, WHITE COLOR, LIGHT REFLECTIVE PAINT. THE "FIRE RATING STENCIL AND UNDERWRITERS LABORATORY SEAL" ON PLYWOOD SHALL BE TAPED OVER AND THE TAPE REMOVED AFTER PAINTING, SO AS TO CLEARLY DISPLAY THE RATING AND SEAL ON THE PLYWOOD.
2. SURFACE MOUNT OUTLET ADJACENT TO SECURITY PANEL
3. PROVIDE GROUNDING SBB (2"X12"X.25") AT APPROX.6FT. AFF. MOUNTED TO 3/4" PLYWOOD BACKGROUND. BUSBAR AND SBB GROUND CABLE TO BUILDING GROUND STRUCTURES TO BE PROVIDED BY DIVISION 26. ALL CABINETS, RACK CONDUIT SLEEVES AND CABLE LADDER GROUNDING WITHIN THE IDF'S BY LOW VOLTAGE CONTRACTOR (TYP.)
4. 6" FRONT AND BACK VERTICAL WIRE MANAGERS (TYPICAL)
5. 2- POST EQUIPMENT RACK (TYP.)
6. EQUIPMENT CABINETS
7. 18" WIDE CABLE TRAY
8. RESERVED 40"X20"X12" WALL SPACE FOR STACKED CELLULAR DAS. TO BE PROCURED UNDER A FUTURE CELLULAR DAS RFP.
9. SPACE RESERVE FOR SECURITY ACCESS CONTROL AND POWER SUPPLY PANELS. SEE TY SET FOR EXACT QUANITITIES OF CABINETS AND CONFIGURATION.
10. MECHANICAL EQUIPMENT SPECIFIED AND INSTALLED UNDER MECHANICAL CONTRACTOR
11. 3" TALL CABLE RUNWAY ELEVATION KIT
12. TOP-MOUNT CABLE WATERFALL TRAY
13. TENANT FIBER PATCH PANEL. SEE FIBER PANEL SCHEDULE AND TENANT SHARED SERVICES DIAGRAM.
14. AIRPORT FIBER PATCH PANEL. SEE BACKBONE FIBER DIAGRAM FOR MORE INFORMATION.
15. 10" FRONT AND BACK VERTICAL WIRE MANAGERS (TYPICAL)
16. (1) 50 PAIR CAT3 COPPER BACKBONE CABLES RAN BACK TO EACH MCR ROOM RESPECTIVELY (100 PAIR TOTAL). SEE TELECOM BACKBONE SINGLE LINE DIAGRAM FOR MORE INFORMATION.
17. PROVIDE (2) VERTICAL MOUNTED, CPI PART NO: EA-3002-C, MONITORED eCONNECT PDUs, AT THE BACK OF EACH VERTICAL CABLE MANAGER. INPUT RECEPTACLE SHALL BE ON THE BACK OF EACH RACK & CABINET MOUNTED TO THE OVERHEAD CABLE TRAY. SEE ELECTRICAL DRAWINGS FOR DETAILS. TYPICAL FOR ALL RACKS AND CABINETS.
18. CHAIN LINK FENCE. PROVIDED UNDER ARCHITECTURAL/GENERAL CONTRACTOR SCOPE.

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Date of issue:
10/23/2024

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11/7/2024 1:20:18 PM T3-13 LEVEL 1 - ENLARGED IDF ROOM - IDF 1-1

△	REVISIONS	○	ISSUES	
		1	09/18/2023	30% SCHEMATIC DESIGN
		2	12/18/2023	60% DESIGN DEVELOPMENT
		4	04/10/2024	ISSUED FOR PERMIT
		5	08/01/2024	ISSUED FOR PERMIT R1
		6	09/12/2024	ISSUED FOR PERMIT R2
		7	10/23/2024	ISSUED FOR CONSTRUCTION

Hollywood Burbank Airport

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Faith Group

TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
LEVEL 1 - ENLARGED IDF ROOM - IDF 1-1

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T3-13

TERM 2

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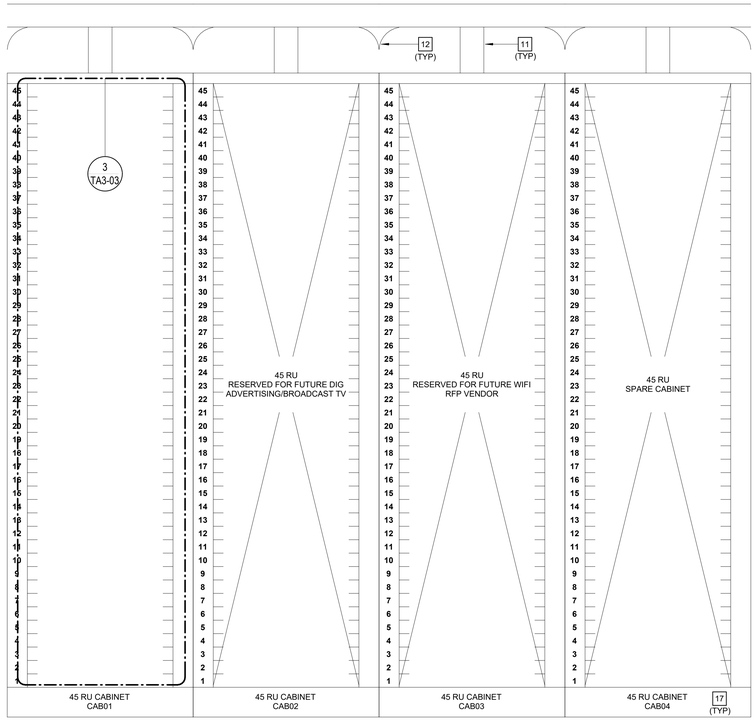
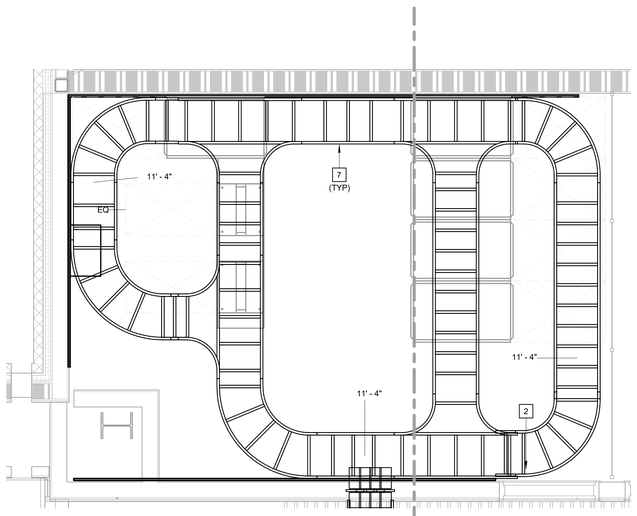
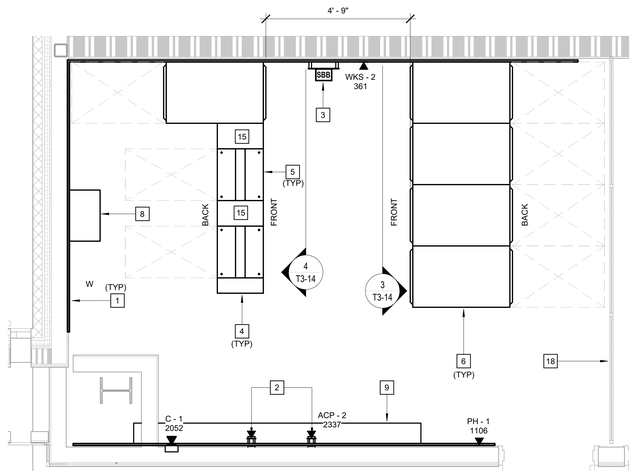


3 IDF CABINET ROW ELEVATION - IDF 1-3
1 1/2" = 1'-0"



2 LEVEL 1 - ENLARGED TELECOM ROOM RCP - IDF 1-3
1/2" = 1'-0"



1 LEVEL 1 - ENLARGED IDF ROOM PLAN - IDF 1-3
1/2" = 1'-0"

GENERAL NOTE:

1. ALL DATA CABINETS AND RACKS MAY REQUIRE SEISMIC BRACINGS IN ACCORDANCE WITH ALL LOCAL AND CALIFORNIA STATE SEISMIC ZONE RATING. CABINETS SHOULD BE RATED TO MEET TELECORDIA R-63 AND IBC RATING.

SHEETS NOTE: #

1. PROVIDE 3/4" THICK UNDERWRITERS LABORATORY APPROVED FIRE-RETARDANT PLYWOOD ON THIS WALL AS SHOWN. LOCATE BOTTOM OF PLYWOOD 1'-0" AFF AND LOCATE TOP OF PLYWOOD BACKBOARD 9'-0". PAINT ALL 6 SIDES OF EACH SHEET OF PLYWOOD WITH FIRE-RETARDANT, WHITE COLOR, LIGHT REFLECTIVE PAINT. THE "FIRE RATING STENCIL AND UNDERWRITERS LABORATORY SEAL" ON PLYWOOD SHALL BE TAPED OVER AND THE TAPE REMOVED AFTER PAINTING, SO AS TO CLEARLY DISPLAY THE RATING AND SEAL ON THE PLYWOOD.
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TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
LEVEL 1 - ENLARGED IDF ROOM PLAN - IDF 1-3

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T3-14

TERM 2

RETURN TO INDEX
T0-00

11/7/2024 1:20:23 PM T3-14 LEVEL 1 - ENLARGED IDF ROOM PLAN - IDF 1-3

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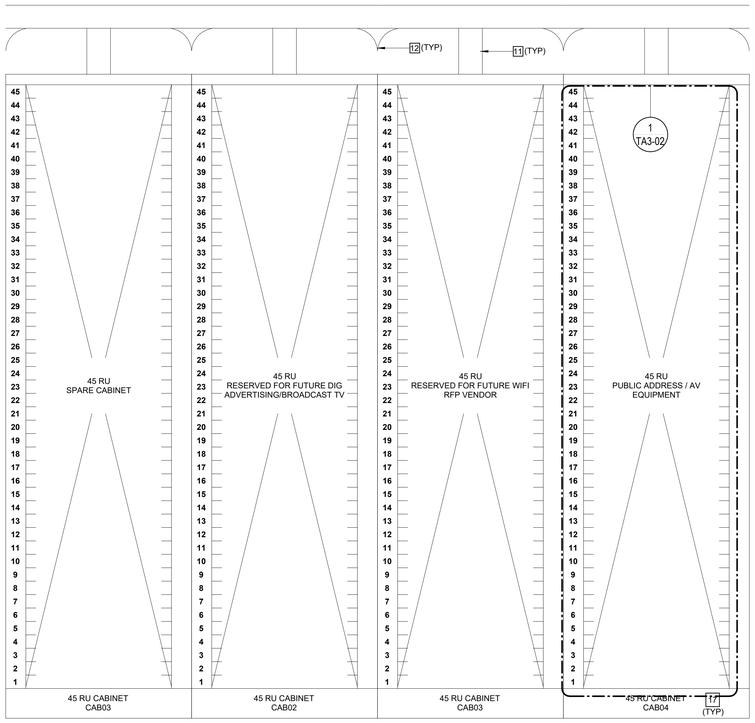
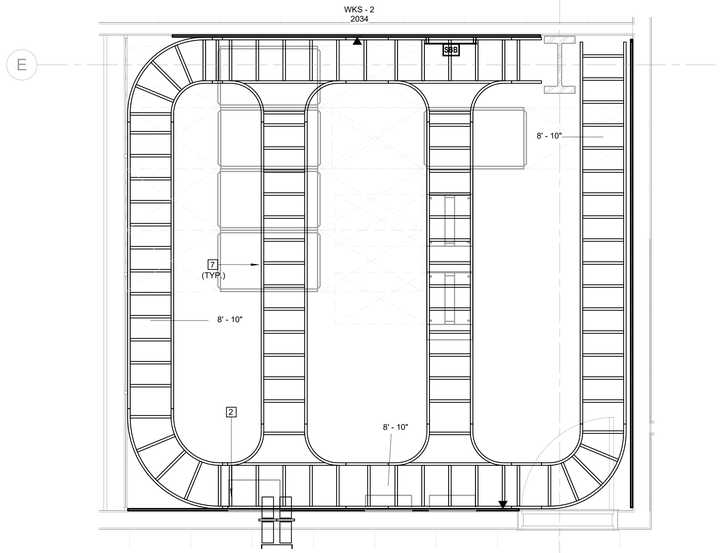
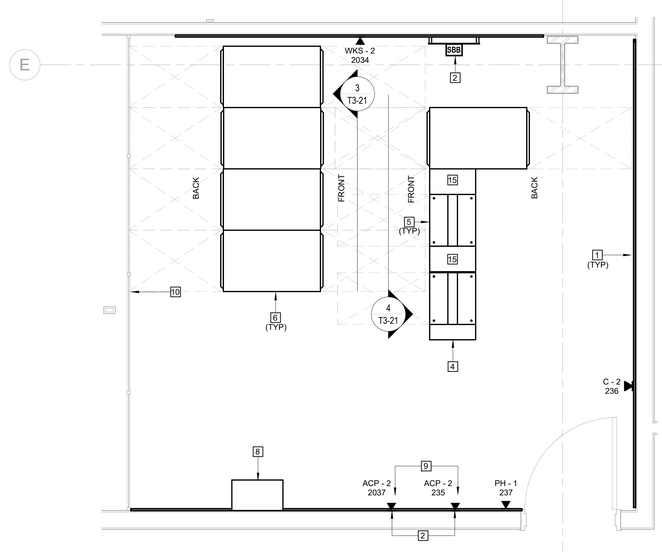


3 IDF 2-2 CABINET ROW ELEVATION
1 1/2" = 1'-0"



2 LEVEL 2 - ENLARGED IDF 2-2 ROOM RCP
1/2" = 1'-0"



1 LEVEL 2 - ENLARGED IDF 2-2 ROOM
1/2" = 1'-0"

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9 SPACE RESERVE FOR SECURITY ACCESS CONTROL AND POWER SUPPLY PANELS. SEE TY SET FOR EXACT QUANITITIES OF CABINETS AND CONFIGURATION.

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TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
LEVEL 2 - ENLARGED IDF 2-2 ROOM PLAN

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: T3-21

TERM 2

RETURN TO INDEX T0-00

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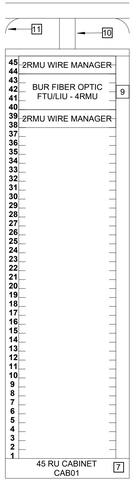
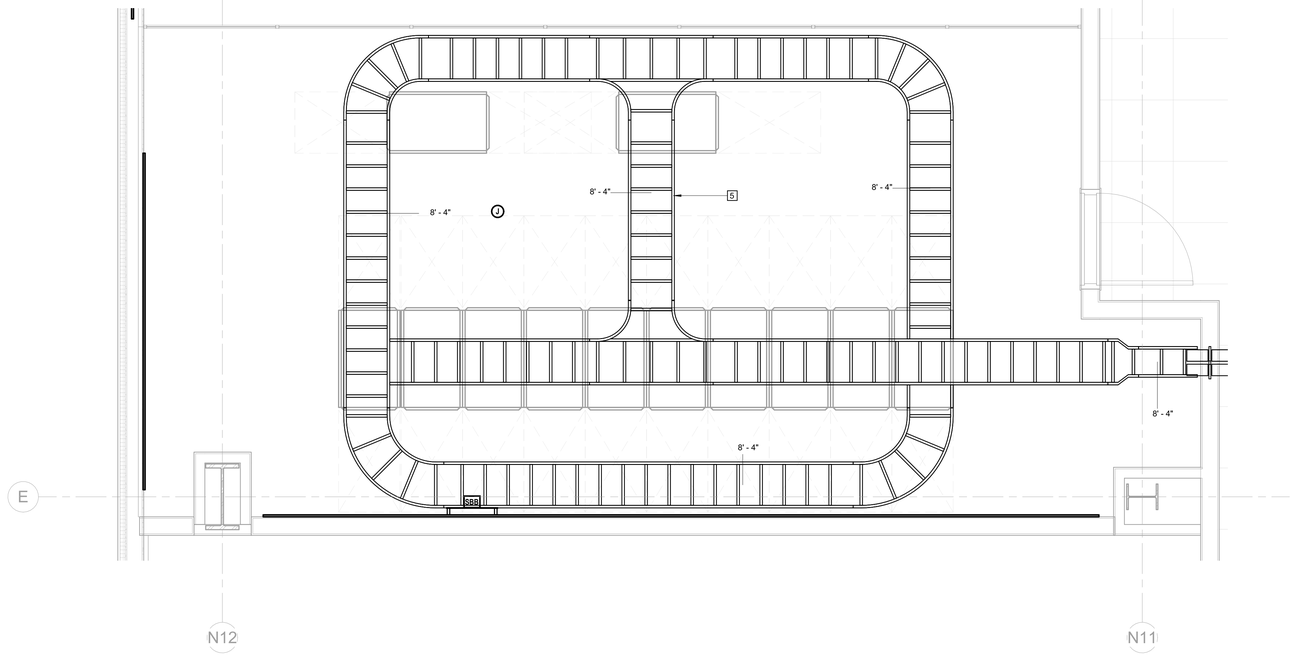


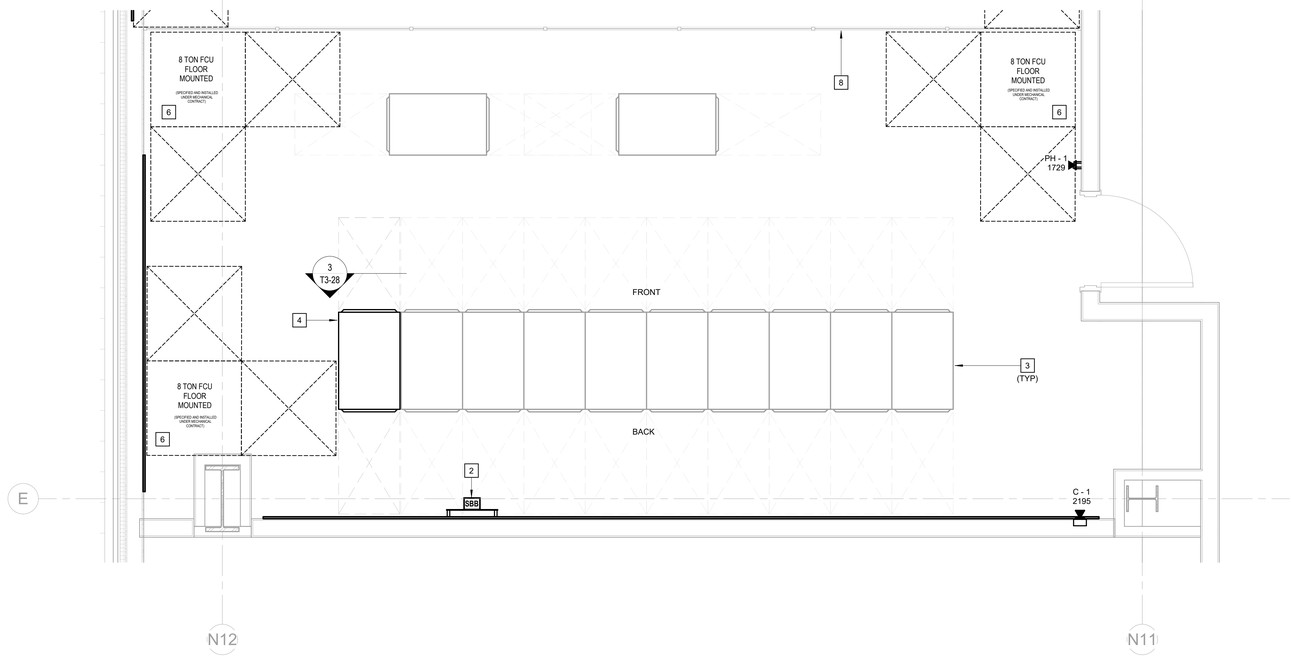
3 DAS CARRIER - FIBER BACKBONE CABINET ELEVATION

1" = 1'-0"



2 LEVEL 2 - ENLARGED TELECOM ROOM RCP - DAS CARRIER - T-CN-02L-086

1/2" = 1'-0"



1 LEVEL 2 - ENLARGED DAS CARRIER ROOM PLAN - T-CN-02L-086

1/2" = 1'-0"

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3. FUTURE EQUIPMENT CABINETS. CABINETS TO BE PROCURED UNDER SEPARATE CELLULAR DAS RFP. (TYPICAL)
4. PROVIDE DAS CARRIER FIBER BACKBONE CABINET. SEE BACKBONE SINGLE LINE DIAGRAM FOR ADDITIONAL REQUIREMENTS.
5. PROVIDE 18" WIDE OVERHEAD CABLE TRAY
6. MECHANICAL EQUIPMENT SPECIFIED AND INSTALLED UNDER MECHANICAL CONTRACTOR
7. PROVIDE (2) VERTICAL MOUNTED, CPI PART NO: EA-3002-C, MONITORED eCONNECT PDUs, AT THE BACK OF EACH VERTICAL CABLE MANAGER. INPUT RECEPTACLE SHALL BE ON THE BACK OF EACH RACK & CABINET MOUNTED TO THE OVERHEAD CABLE TRAY. SEE ELECTRICAL DRAWINGS FOR DETAILS. TYPICAL FOR ALL RACKS AND CABINETS.
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Faith Group

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2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
LEVEL 2 - ENLARGED DAS CARRIER ROOM PLAN - T-CN-02L-086

DATE: 10/23/2024
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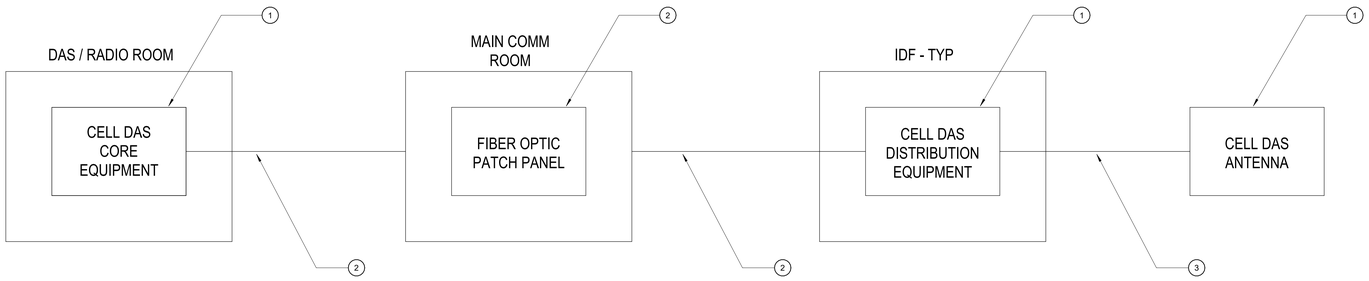
DRAWING No: T3-28
TERM 2

RETURN TO INDEX T0-00

11/7/2024 1:20:50 PM T3-28 LEVEL 2 - ENLARGED DAS CARRIER ROOM PLAN - T-CN-02L-086

DETAIL NOTES: (#)

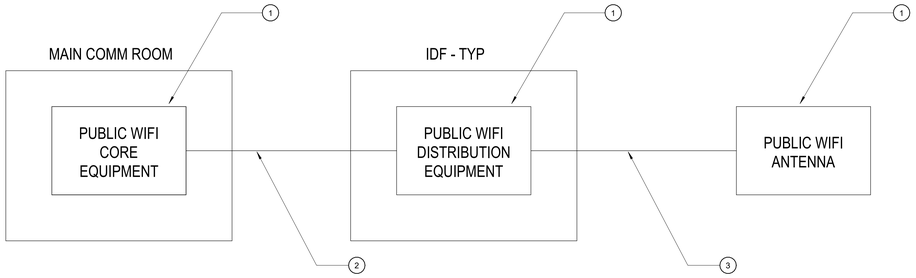
1. CELL DAS EQUIPMENT - BY OTHERS
2. PATHWAYS AND CABLING PROVIDED UNDER BACKBONE AND HORIZONTAL INFRASTRUCTURE SYSTEMS
3. PATHWAYS PROVIDED UNDER THE BACKBONE AND HORIZONTAL INFRASTRUCTURE SYSTEMS



3 CELLULAR DAS BLOCK DIAGRAM
NO SCALE

DETAIL NOTES: (#)

1. PUBLIC WIFI EQUIPMENT - BY OTHERS
2. PATHWAYS AND CABLING PROVIDED UNDER BACKBONE AND HORIZONTAL INFRASTRUCTURE SYSTEMS
3. PATHWAYS PROVIDED UNDER THE BACKBONE AND HORIZONTAL INFRASTRUCTURE SYSTEMS



2 PUBLIC WIFI BLOCK DIAGRAM
NO SCALE

Redacted

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SHEET TITLE:
WI-FI AND DAS BLOCK DIAGRAMS

DATE: 10/23/2024
DRAWN BY: **TK**
CHECKED BY: **HF**
DRAWING No: T6-09
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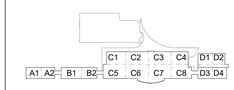
KEYPLAN



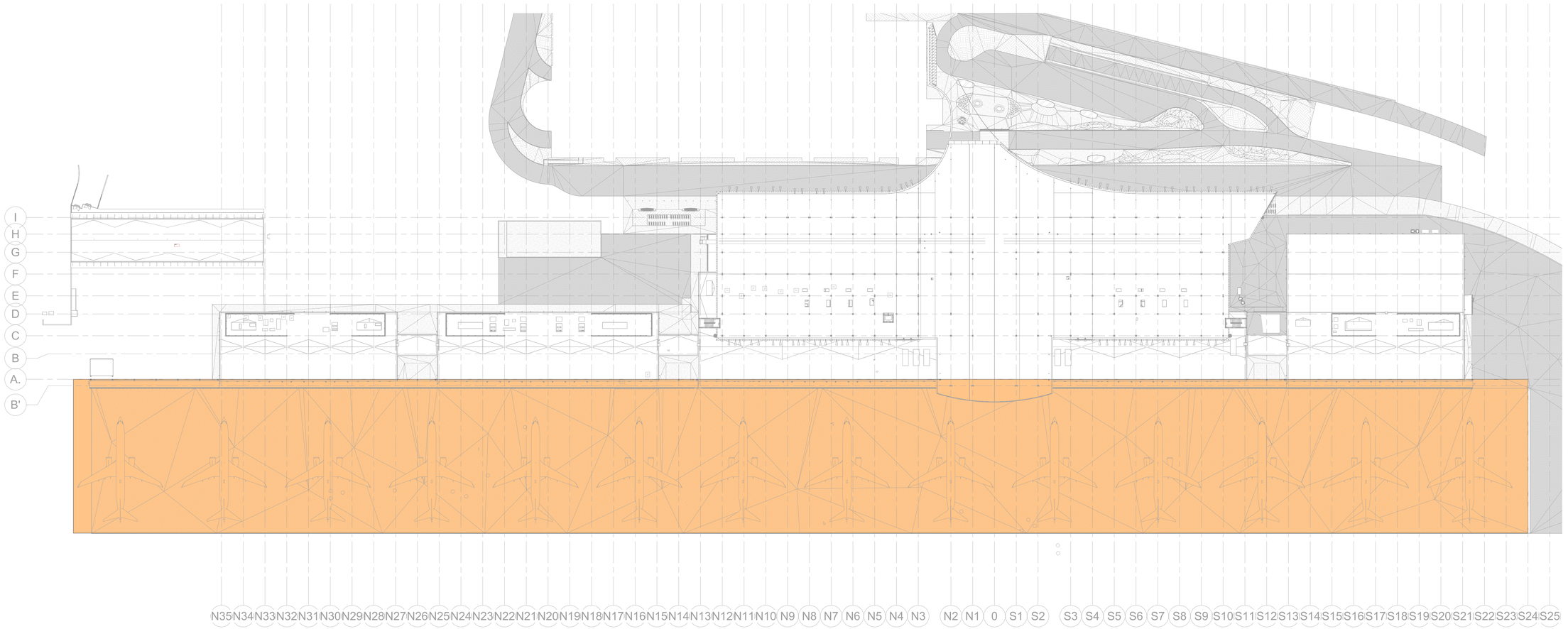
RETURN TO INDEX
T0-00

Exhibit C: DAS & Wi-Fi Coverage Areas

WI-FI COVERAGE LEGEND:	SIGNAL STRENGTH
HIGH DENSITY	-60 dBm
MEDIUM DENSITY	-65 dBm
LOW DENSITY	-70 dBm

GENERAL SHEET NOTE:

1. ALL WIFI CABLES ARE TO BE CATEGORY 6A UTP
2. ALL WIFI ANTENNAS REQUIRE TWO (2) CATEGORY 6A UTP CABLES



1 AIRPORT WIFI COVERAGE RAMP PLAN
1" = 60'-0"

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		2	09/18/2023	30% SCHEMATIC DESIGN
		3	12/18/2023	60% DESIGN DEVELOPMENT
		4	02/07/2024	IFP 50% PROGRESS PRINT
		5	04/10/2024	ISSUED FOR PERMIT
		6	08/01/2024	ISSUED FOR PERMIT R1

Hollywood Burbank Airport

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TERMINAL BUILDING
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2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
AIRPORT WIFI COVERAGE RAMP PLAN

DATE: 08/01/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: TI1-00

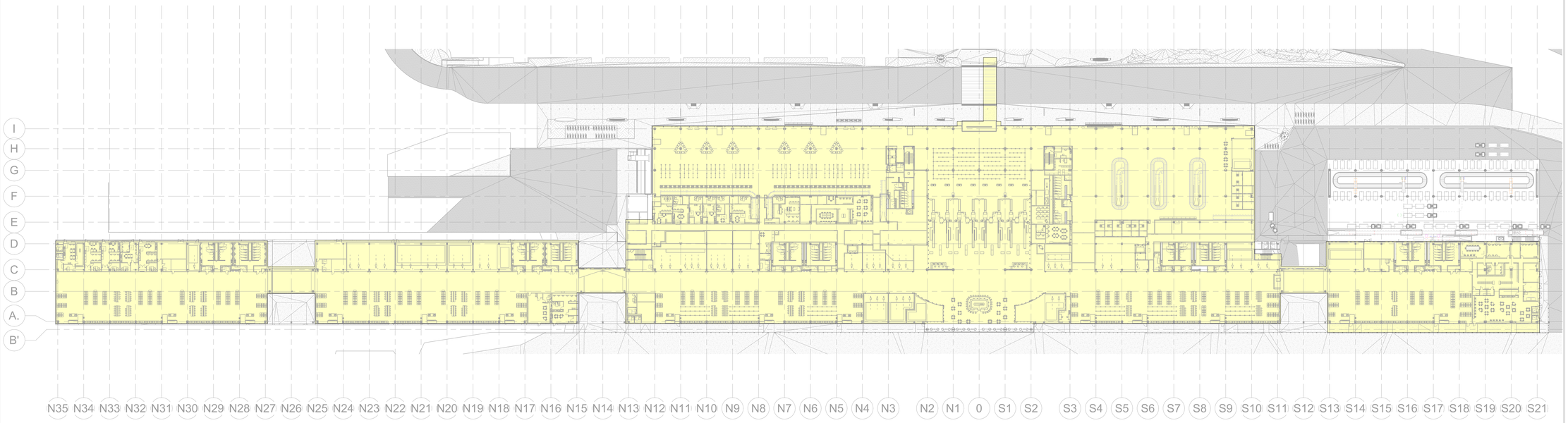
TERM

7/31/2024 4:09:40 PM TI1-00 AIRPORT WIFI COVERAGE RAMP PLAN

WI-FI COVERAGE LEGEND:	SIGNAL STRENGTH
HIGH DENSITY	-60 dBm
MEDIUM DENSITY	-65 dBm
LOW DENSITY	-70 dBm

GENERAL SHEET NOTE:

1. ALL WIFI CABLES ARE TO BE CATEGORY 6A UTP
2. ALL WIFI ANTENNAS REQUIRE TWO (2) CATEGORY 6A UTP CABLES



1 LEVEL 1 - AIRPORT WIFI COVERAGE PLAN
1" = 50'-0"

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SHEET TITLE:
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DATE: 08/01/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: TI1-02

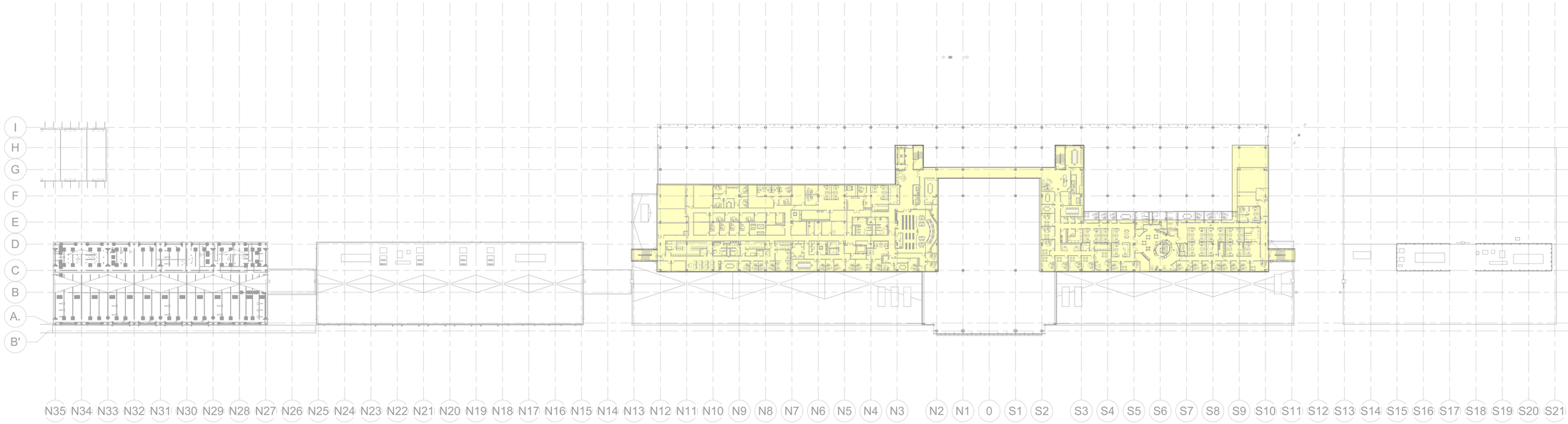
TERM

7/31/2024 4:10:38 PM TI1-02 LEVEL 1 - AIRPORT WIFI COVERAGE PLAN

WI-FI COVERAGE LEGEND:	SIGNAL STRENGTH
HIGH DENSITY	-60 dBm
MEDIUM DENSITY	-65 dBm
LOW DENSITY	-70 dBm

GENERAL SHEET NOTE:

1. ALL WIFI CABLES ARE TO BE CATEGORY 6A UTP
2. ALL WIFI ANTENNAS REQUIRE TWO (2) CATEGORY 6A UTP CABLES



1 LEVEL 2 - AIRPORT WIFI COVERAGE PLAN
1" = 50'-0"

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SHEET TITLE:
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DATE: 08/01/2024
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CHECKED BY: **HF**

DRAWING No: TI1-03

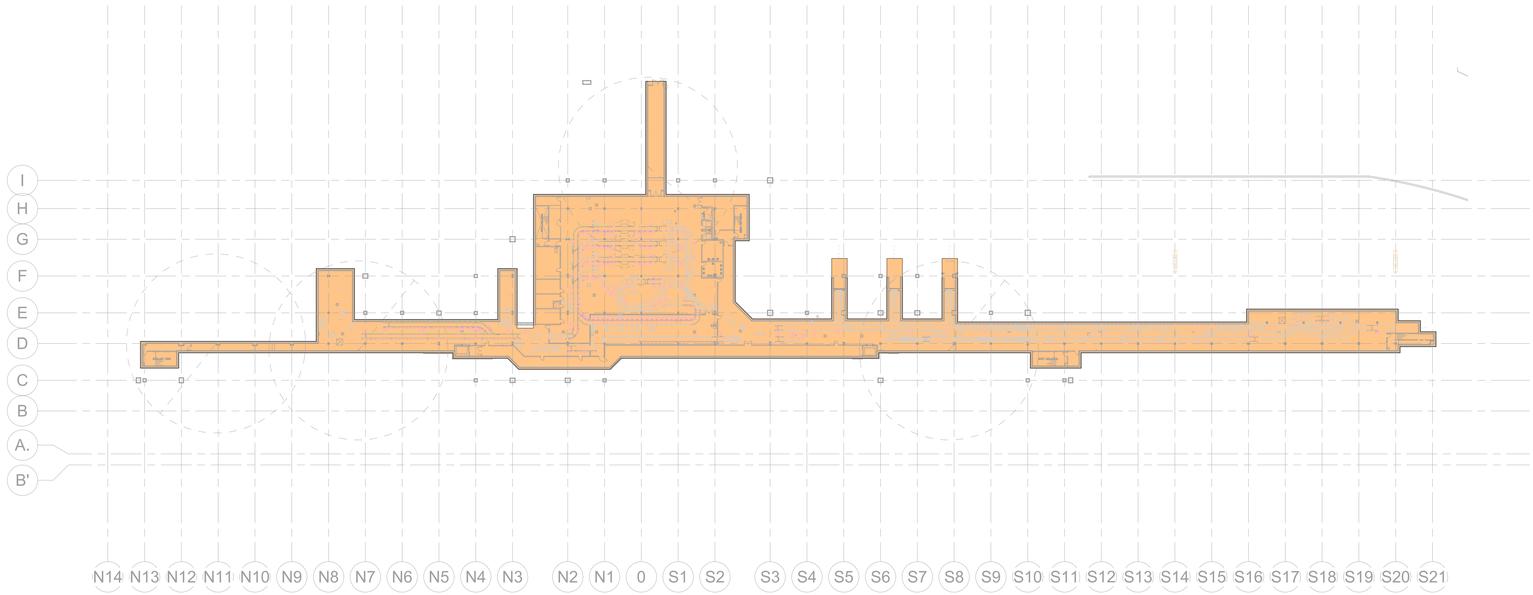
TERM

7/31/2024 4:10:49 PM TI1-03 LEVEL 2 - AIRPORT WIFI COVERAGE PLAN

WI-FI COVERAGE LEGEND:	SIGNAL STRENGTH
HIGH DENSITY	-60 dBm
MEDIUM DENSITY	-65 dBm
LOW DENSITY	-70 dBm

GENERAL SHEET NOTE:

1. ALL WIFI CABLES ARE TO BE CATEGORY 6A UTP
2. ALL WIFI ANTENNAS REQUIRE TWO (2) CATEGORY 6A UTP CABLES



1 LEVEL B1 - AIRPORT WIFI COVERAGE PLAN
1" = 50'-0"

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7/31/2024 4:10:55 PM TI1-04 LEVEL B1 - AIRPORT WIFI COVERAGE PLAN

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		4	02/07/2024	IFP 50% PROGRESS PRINT
		5	04/10/2024	ISSUED FOR PERMIT
		6	08/01/2024	ISSUED FOR PERMIT R1

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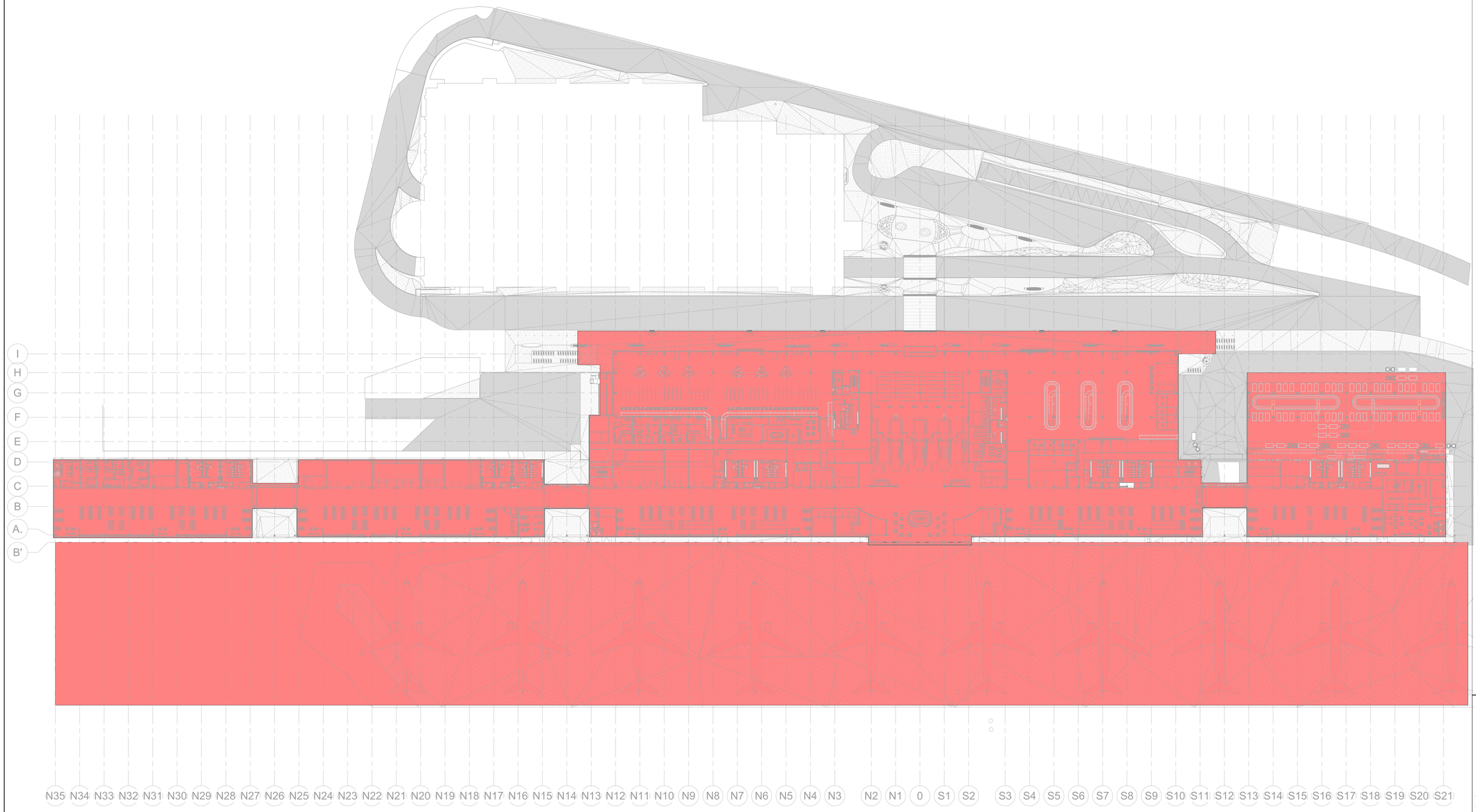
DATE: 08/01/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: TI1-04

TERM

PUBLIC WI-FI COVERAGE AREA



1 LEVEL 1 - IT/NETWORK OVERALL PUBLIC WIFI COVERAGE PLAN
1" = 50'-0"

GENERAL SHEET NOTE:

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DATE: 08/01/2024
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DRAWING No: TI1-05

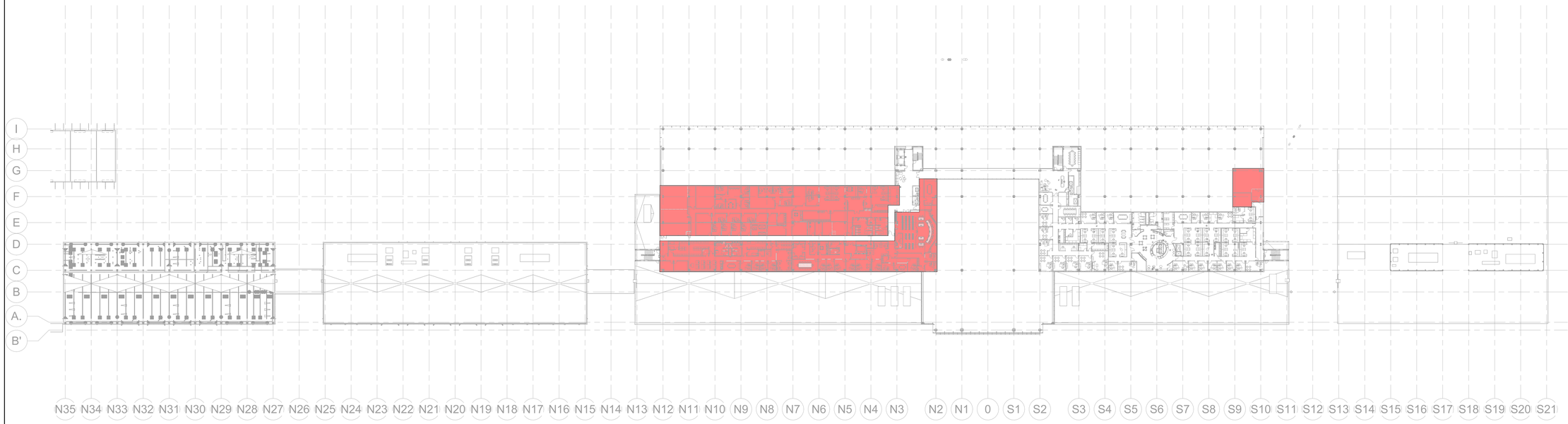
TERM

7/31/2024 4:11:52 PM TI1-05 LEVEL 1 - PUBLIC WIFI COVERAGE PLAN

PUBLIC WI-FI COVERAGE AREA

GENERAL SHEET NOTE:

1. ALL WIFI CABLES ARE TO BE CATEGORY 6A UTP
2. ALL WIFI ANTENNAS REQUIRE TWO (2) CATEGORY 6A UTP CABLES



1 LEVEL 2 - IT/NETWORK OVERALL PUBLIC WIFI COVERAGE PLAN
1" = 50'-0"

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DATE: 08/01/2024
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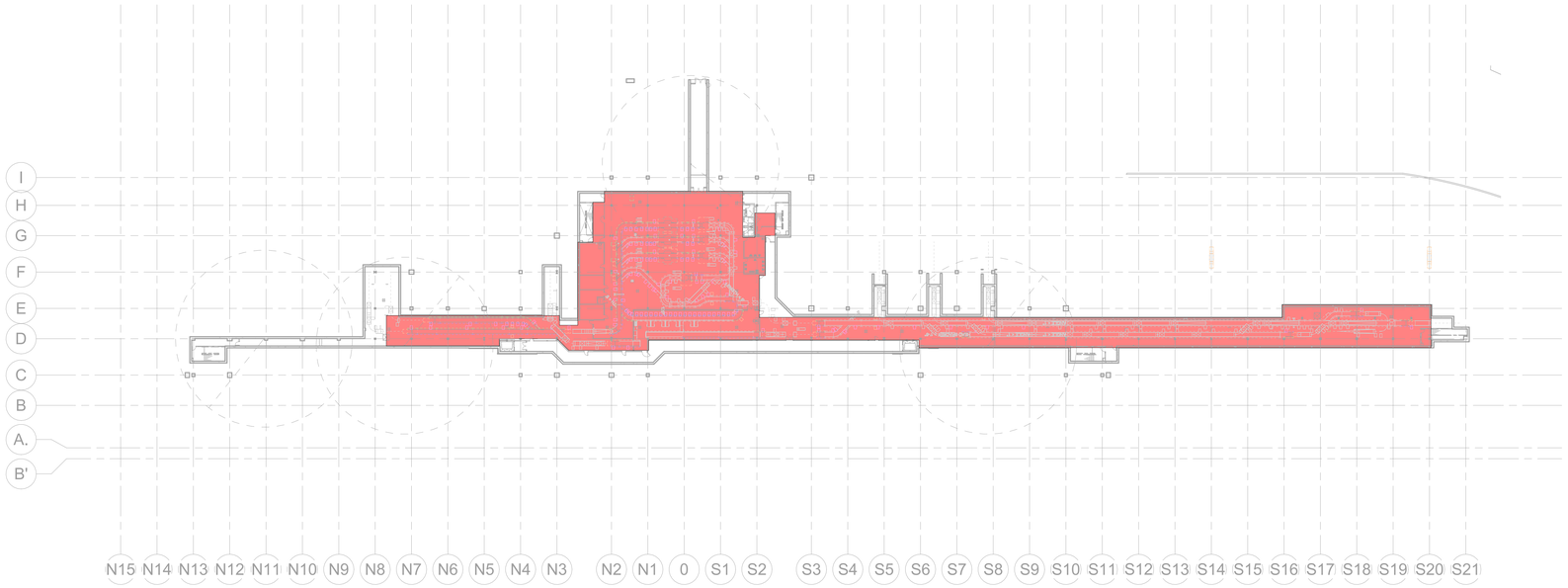
DRAWING No: TI1-06

TERM

7/31/2024 4:12:02 PM TI1-06 LEVEL 2 - PUBLIC WIFI COVERAGE PLAN

PUBLIC WI-FI COVERAGE AREA



1 LEVEL B1 - IT/NETWORK OVERALL PUBLIC WIFI COVERAGE PLAN
1" = 50'-0"

GENERAL SHEET NOTE:

1. ALL CCTV CAMERA CABLES ARE TO BE CATEGORY 6A UTP

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LEVEL B1 - PUBLIC WIFI COVERAGE PLAN

DATE: 08/01/2024
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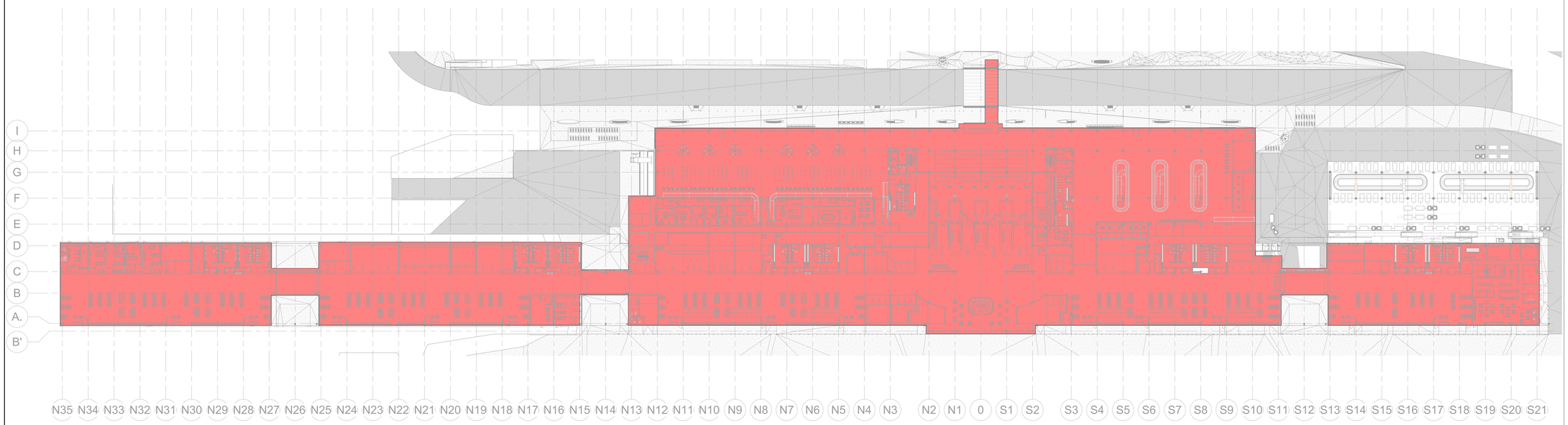
CHECKED BY: **HF**

DRAWING No: TI1-07

TERM

7/31/2024 4:12:08 PM TI1-07 LEVEL B1 - PUBLIC WIFI COVERAGE PLAN

CELLULAR DAS
COVERAGE AREA



1 LEVEL 1 - IT/NETWORK OVERALL ERRCS COVERAGE PLAN
1" = 50'-0"

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SHEET TITLE:
LEVEL 1 - ERRCS COVERAGE PLAN

DATE: 08/01/2024
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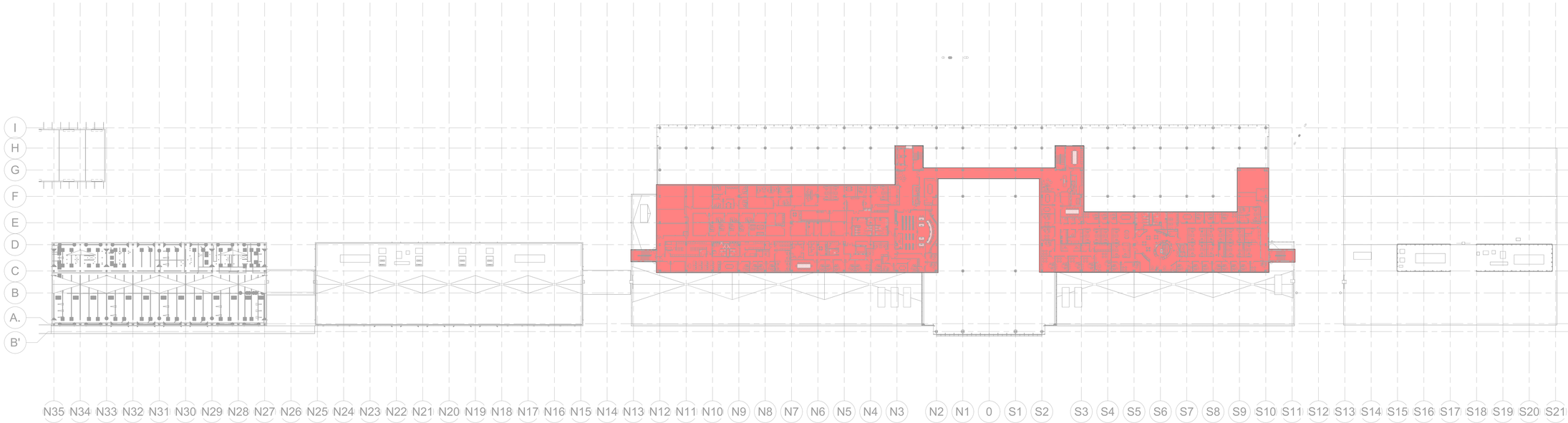
CHECKED BY: **HF**

DRAWING No: TI1-08

TERM

7/31/2024 4:13:00 PM TI1-08 LEVEL 1 - ERRCS COVERAGE PLAN



1 LEVEL 2 - IT/NETWORK OVERALL ERRCS COVERAGE PLAN
1" = 50'-0"

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SHEET TITLE:
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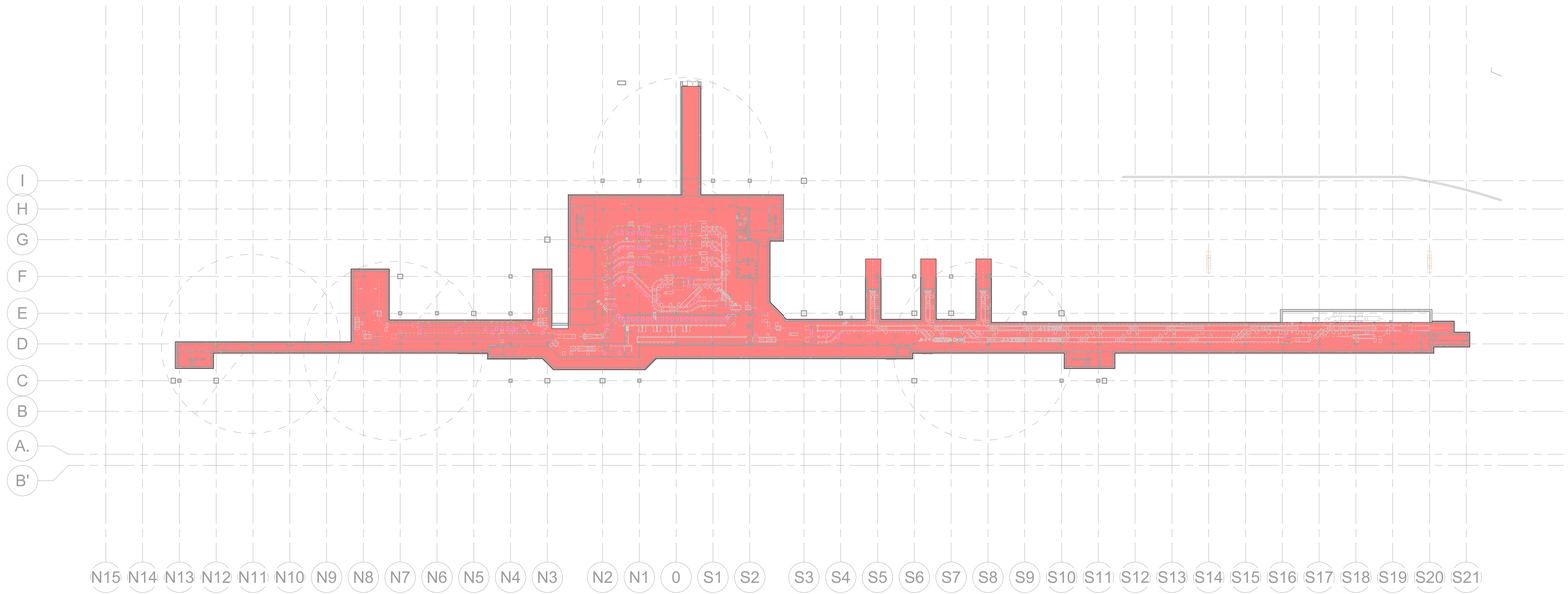
DATE: 08/01/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: TI1-09

TERM

7/31/2024 4:13:11 PM TI1-09 LEVEL 2 - ERRCS COVERAGE PLAN



1 LEVEL B1 - IT/NETWORK OVERALL ERRCS COVERAGE PLAN
1" = 50'-0"

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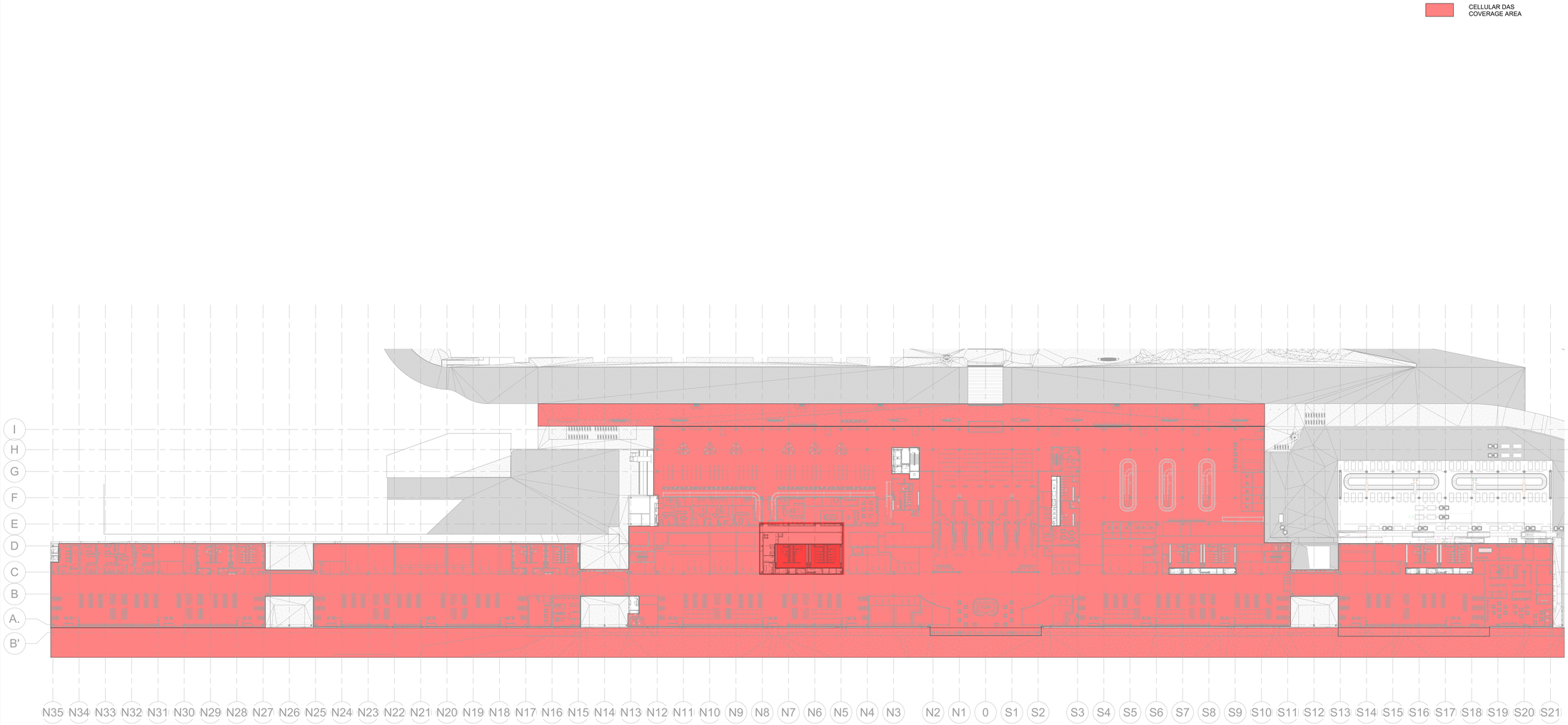
LEVEL B1 - ERRCS COVERAGE PLAN

DATE: 08/01/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: TI1-10

TERM

7/31/2024 4:13:16 PM TI1-10 LEVEL B1 - ERRCS COVERAGE PLAN



1 LEVEL 1 - IT/NETWORK OVERALL CELLULAR DAS COVERAGE PLAN
1" = 50'-0"

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SHEET TITLE:
LEVEL 1 - CELLULAR DAS COVERAGE PLAN

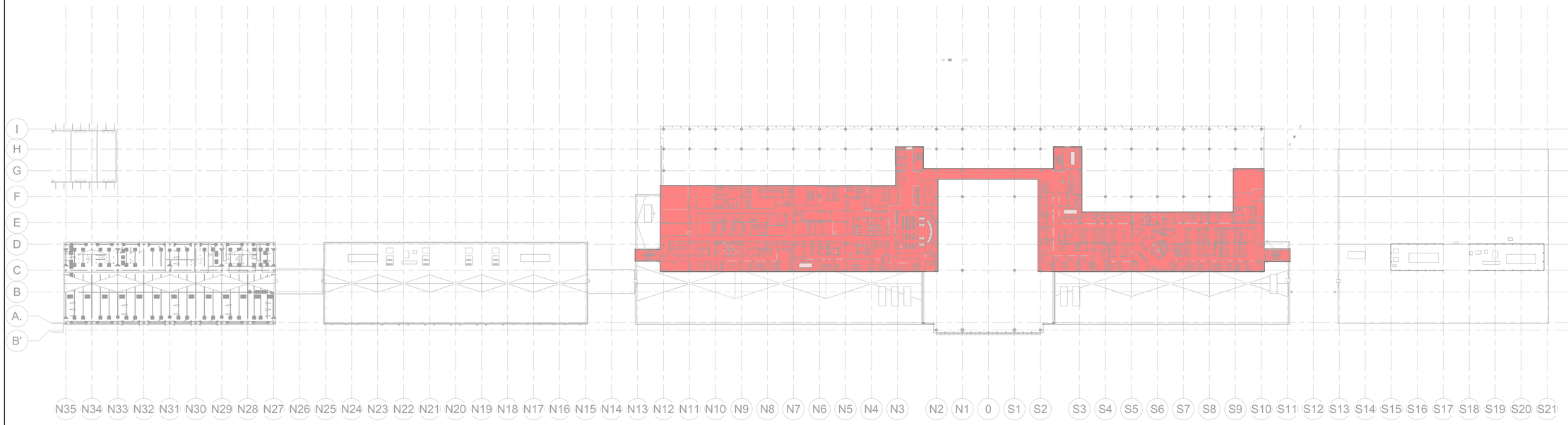
DATE: 08/01/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: TI1-11

TERM

7/31/2024 4:14:10 PM TI1-11 LEVEL 1 - CELLULAR DAS COVERAGE PLAN

CELLULAR DAS
COVERAGE AREA



1 LEVEL 2 - IT/NETWORK CELLULAR DAS COVERAGE PLAN

1" = 50'-0"

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SHEET TITLE:
LEVEL 2 - CELLULAR DAS COVERAGE PLAN

DATE: 08/01/2024
DRAWN BY: **TK**
CHECKED BY: **HF**

DRAWING No: TI1-12

TERM

7/31/2024 4:14:21 PM TI1-12 LEVEL 2 - CELLULAR DAS COVERAGE PLAN

Exhibit D: DAS Scope of Services

Hollywood Burbank Airport

NOTE TO RESPONDENTS: This document presents the proposed Scope of Work for the selected Respondent (Concessionaire) for the services specified in the Burbank-Glendale-Pasadena Airport (Authority) Cellular Carrier Neutral Host Distributed Antenna System RFP. The Authority reserves the right to modify this scope of work during contract negotiations. Respondents must outline their approach to delivering the specified services, meet the minimum requirements outlined, and provide details of experience fulfilling similar requirements.

EXHIBIT A – SCOPE OF WORK

A-1 Purpose: The journey to great travel experiences begins upon passengers' arrival at the airport. To ensure memorable journeys and showcase the economic and residential growth of the Southern California area, the Authority has initiated a new Replacement Passenger Terminal (RPT) project. This project aims to deliver a modernized facility enhancing passengers' experiences. A significant aspect impacting the passenger experience is quality Cellular coverage. The Authority is soliciting a qualified third party operator, or lead carrier, known as the "Concessionaire," proficient in delivering a Cellular Carrier Neutral Host Distributed Antenna System (DAS), with the goal of providing cellular network coverage within designated areas within the RPT. The Authority invites qualified firms to submit a written proposal based on the guidelines and requirements described herein and in exhibits. The solution shall enhance connectivity and communication for passengers, tenants, and other stakeholders all while strictly adhering to established airport security protocols of a Southern California airport, supporting the 2028 Olympics and Paralympic Games.

This document intends to provide Respondents with relevant context, background, and requirements. This document supersedes any previous conversations Respondents may have had with the Authority regarding this procurement process, unsolicited proposals for similar services to the Authority, and previous procurement events in relation to the same or similar services. This scope of work excludes Public Safety/Emergency Responder DAS.

A-2 Scope of Work Responsibilities, Services, and Deliverables: In accordance with the Design Documents provided in Exhibit H and Construction Schedule provided in Exhibit G, the Concessionaire will be responsible for designing, coordinating, constructing, installing, implementing, testing, operating, maintaining, and managing the Cellular DAS at the RPT. All references to the "Coverage Area" include the entire RPT, and the new Parking Garage. It is anticipated that Cellular DAS will be required in the parking garage to support communications for EV Chargers and to provide an elevated passenger experience.

**Important to note: At this time, there is not a Cellular DAS Design incorporated into the parking garage. A forthcoming addendum will be issued clarifying the planned antenna locations in the parking garage.

Key scope items include, but not limited to:

Design

1. Provide a Cellular DAS solution that provides cellular capacity and quality coverage for the Users. It should be adequate to support all operations, passengers, tenants, airlines, and other stakeholders requiring cellular connectivity within the facility.
2. Exhibit H contains the design documents and details for the required Coverage Area. The Respondent must review the RPT coverage area and supply all components necessary for a fully functional Cellular DAS system in its proposal. This includes, but is not limited to, antennas, cabling, connectors, racks, head-end equipment, and remote units.
3. DAS Equipment rooms: Develop designs to accommodate both wireless carrier equipment and neutral host equipment within the designated Cellular DAS room on level 2. Identify other locations (such as additional IDFs, or back-of-house areas) where equipment will be required for the Cellular DAS. Given the anticipated constraints on space within the Telecom closets (IDF Closets) throughout the airport, if additional locations cannot be supported as part of the base building infrastructure (additional power, cooling, space, rack requirements) the Respondent shall include in Exhibit C – Pricing Structure the proposed funding mechanism to make necessary building modifications to support the Neutral Host system. Respondents shall assume that the existing Cellular DAS/Radio Room headend location on level 2 will be the only large room available at the airport that can host centralized Cellular equipment.
4. Antenna Locations and Infrastructure: The design drawings must include pathways provided by the project for use by the Concessionaire. The Concessionaire shall design a Cellular DAS system utilizing the cable tray infrastructure provided as part of the RPT project. For antenna locations where a cable tray is not present or the pathway is not specified, the Concessionaire is responsible for providing the necessary cable pathway.
5. The Concessionaire shall provide detailed iBwave heatmaps to illustrate and validate the design coverage area of the Cellular DAS. Heatmaps must accurately depict 99% coverage of the wireless signal coverage throughout the designated areas, meeting the coverage requirements and specifications of all Carriers involved.
6. The Concessionaire shall provide iBwave design files for validation.
7. Adequate Coverage is defined per band by the carrier for 99% of the Coverage Area. No areas within the Coverage Area may be completely excluded from coverage.
8. Any deficiencies resulting in less than 99% coverage will be the responsibility of the Concessionaire to correct.
9. Propose an integration of Carrier-required cellular bands and C bands with an option of 5G mm-wave to prepare for evolving communication needs.
10. The design of the Cellular DAS system will be subject to the Authority review and approval before the commencement of construction.
11. Include 100% spare fiber to all remote locations.
12. The Respondent shall forecast user density and data traffic, ensuring ample capacity, especially during peak holiday periods.
13. Provide Cellular connectivity to the EV chargers in the parking garage for secure transactions.
    a. Establish stable and roust cellular network coverage for all EV charging stations to ensure uninterrupted communication.
    b. Implement secure protocols and encryption to safeguard payment data and project against unauthorized access during transactions.
    c. Ensure compatibility with the current network architecture, including seamless integration DAS systems.

d. Design the cellular network to support future expansion, allowing for additional EV chargers to be added without compromising performance.
e. Adhere to industry standards and regulations for secure payment processing and data protection, including PCI DSS compliance.

Cellular DAS Coordination

1. The Concessionaire shall coordinate with the DB Contractor on all coordination items including but not limited to space, power, data, racking, sleeves, cooling, pathways, and scheduling.
2. The Concessionaire shall provide the coordination of the final location of all field devices.
3. The Concessionaire shall identify incoming provider pathways for fiber optic cabling if deemed necessary.
4. The Concessionaire will be solely responsible for negotiating and coordinating all legal requirements, technical requirements, utility costs, and financial obligations with each of the Cellular Carriers.
5. The Concessionaire shall coordinate with Carriers including AT&T, Verizon, and T-Mobile to negotiate and maintain the User agreements between the Carriers and the Authority.
6. The Concessionaire must initiate requests for wireless Carriers' tenancy within one month of contract award.
7. The Concessionaire shall ensure compliance with the carriers to the agreed upon terms and conditions for the utilization of service and clearly outline in the proposal the approach to ensuring compliance.
8. The Concessionaire must coordinate with the Authority and the DB Contractor to meet the construction timetable and related work zones.
9. The Concessionaire must coordinate with the Authority, the DB Contractor, and Carriers for phasing, temporary distribution/equipment, cutover, and implementation.
10. The Concessionaire will implement a scalable Cellular DAS solution that can accommodate future technological advancements and higher user demands, allowing for quick and cost-effective adaptation to new radio frequency bands required by Cellular Carriers.
    a. Prepare a one-year lookahead roadmap for the Airport, detailing anticipated technology improvements, Cellular DAS changes, carrier updates, and impacts on the airport facility.
11. Implement a scalable solution that can accommodate future technological advancements and higher user demands. The architecture of the Cellular DAS will allow for quick and cost-effective adaptation to new radio frequency bands that Carriers require in the future.
12. The Concessionaire shall initiate a conversation between the Public Wi-Fi Concessionaire and the Authority to discuss the possibility regarding revenue generating from Wi-Fi data offloading.

Construction

1. The Concessionaire shall contract with a local electrical (EC) or low voltage contractor (LVC) for the construction of the approved design. The Concessionaire shall explore the use of onsite EC or LVC for construction efficiency.
2. Refer to the scope delineation in the design drawings. In cases of scope gaps between the DB Contractor and the Concessionaire, the Concessionaire shall be responsible for furnishing all labor and materials for a complete and working Cellular DAS system.

3. The Concessionaire shall be responsible for performing work in compliance with Exhibit G - Construction schedule.

Installation

1. The Concessionaire shall furnish, install, and configure all headend equipment and software including, management/administrative software, software licenses, and components that serve the purpose of performing system-wide coordination, monitoring, data processing, and system settings. This includes but is not limited to:
    a. Base station interface, head-end units, remote units, and donor antennas.
    b. The installation of omni or directional antennas, coaxial splitters, combiners, and filters as needed for system functionality.
    c. Racks and cabinets for head-end equipment and providers.
    d. Coax, coaxial jumpers, fiber, and fiber jumpers.
    e. Concessionaire shall provide all new fiber for the project.
2. The Concessionaire is responsible for all cabling required for the connection of field devices that fall under the Concessionaire scope of work.
3. The Concessionaire is responsible for labelling all field equipment and associated cabling.
4. The Concessionaire shall furnish equipment and materials of the quality from the manufacturer specified in the proposal.
5. Propose a solution that complies with all codes, ordinances, regulations, and any other legal requirements of public authorities which will bear on the implementation of work for the project. Including but not limited to:
    a. National Electric Code (NEC).
    b. Code of Federal Regulations (CFR) [Telecommunications] Title 47 Part 15.
    c. Code of Federal Regulations (CFR) [Telecommunications] Title 47 Part 22.
    d. Code of Federal Regulations (CFR) [Telecommunications] Title 47 Part 90.
    e. Association of Public Safety Communications Officers (APCO) “Avoiding Interference between Public Safety Wireless Communications Systems and Commercial Wireless Communications Systems at 800 MHz”.
    f. ANSI/TIA/EIA-568-B Commercial Building Telecommunications Wiring Standards.
    g. ANSI/TIA/EIA-569-A Commercial Building Standard for Telecommunications Pathways and Spaces.
    h. ANSI/TIA/EIA-606 Administration Standard for the Telecommunications Infrastructure of Commercial Buildings.
    i. ANSI/TIA/EIA-607-Commercial Building Grounding and Bonding Requirements for Telecommunications.
6. It is the responsibility of the Concessionaire to ensure adherence to the latest versions of applicable codes and standards.
7. Install equipment and materials in a neat and orderly manner, in accordance with accepted industry practices, by competent technicians.
8. Ensure that Cellular DAS equipment installation in assigned RPT rooms is consolidated within a rack or cabinet as much as possible to maximize the use of the limited space available.
9. Install coaxial cable and coax jumpers in a manner to keep their length to a minimum between the fixed equipment on both ends.
10. The Concessionaire shall not damage existing fiber, cable, or other equipment from any installation work performed directly by the Concessionaire or by one of its contractors or subcontractors. Special care must be taken when installing new fiber or cable in existing pathways or conduits. Concessionaire shall be responsible for fixing, restoring, or

remediating any issues or damage it causes to existing RPT systems or infrastructure while performing work under the Agreement.

11. The Concessionaire shall also include the RPT garage coverage as an alternative option.

Implementation

1. The labeling scheme shall be provided by the Concessionaire and coordinated with the Authority and the DB Contractor prior to initiating any work. A sample scheme shall be submitted for approval.
    a. Labeling shall include but not be limited to all equipment, cabling, components, terminations, enclosures, etc.
    b. Labeling shall be visible from the ground below.
2. Any required adjustments to the installation plan, including the relocation of field devices, must be coordinated with relevant stakeholders and the DB Contractor to ensure optimal system performance.
3. The Concessionaire shall explore and provide cost for painting antennas using non-RF blocking paint to match the aesthetics of each antenna location.
4. Cable testing shall include the expected signal levels (both RF and optical) at each active and passive component and define the permissible variations from these expected levels. The performance of the test shall include documenting the actual signal strength measurements and identifying any variances from the predicted levels as shown in the design.
5. The Concessionaire shall test all cables using appropriate cable testing equipment. Coaxial cables shall be tested for Voltage Standing Wave Ratio (VSWR), continuity, shorts, reversals, and grounds, where applicable. This shall include a sweep test distance to fault (DTF) and Frequency return loss (FRL) of all coaxial cables after the cable is installed. All fiber shall be tested from end to end, pre-and post-installation for total loss and optical link loss budgets.
6. Passive Intermodulation (PIM) Testing -The proposed Cellular DAS solution must meet or surpass Passive Intermodulation (PIM) performance standards outlined by relevant Cellular Carriers for the intended deployment environment. Specific criteria include demonstrating PIM levels within acceptable limits for designated frequency bands and power levels, supporting required frequency bands without excessive PIM distortion, providing documented evidence of PIM testing results, complying with industry standards and regulations, and offering a warranty or guarantee for PIM performance throughout the warranty period.
7. All cable test results must be provided in the Operation & Maintenance (O&M)

Performance Testing

1. Acceptance Testing requirements must be approved by the Authority and the Carriers prior to commencement of testing.
2. Acceptance of the system shall take place after:
    a. Inspection and approval by the Authority and Cellular Carriers to verify all installation work meets applicable codes and standards.
3. Acceptance testing for the implemented system shall include the following:
    a. System Acceptance Test (SAT) - The purpose of this test is to ensure that system specifications and technical requirements have been met. The test will verify system design, architecture, management, monitoring, and security features.
    b. Coverage Acceptance Test (CAT) - This test shall verify that the system meets the coverage and quality requirements described in the System Specifications. The test results shall be submitted to each Carrier for review and approval. After the approval by Carriers, the Concessionaire shall submit the test results to the

Authority for review and approval. The Concessionaire shall conduct a walkthrough of the entire coverage area and collect coverage data for each of the supported bands in two stages.

c. Continuous Wave (CW) testing - The Concessionaire shall conduct CW testing where an unmodulated Carrier frequency will be used as the test signal in each band supported. The power level of the CW signal used shall be the same as the one designed for the actual live RF Carrier. This testing is a precursor to Live RF Carrier testing.
d. Live RF Carrier testing will be conducted where the actual operating frequency for each of the carrier technologies will be used as a live test signal in each band. The CW testing must pass before this test can start.
e. The Concessionaire will need to connect the carriers to the Cellular DAS headend before this test can be conducted. The test will be performed for each Carrier offering service in a specific RF band and will validate the Final RF design. This test will verify coverage and quality metrics per Carrier per band per technology. It will also include verification that handoffs between Cellular DAS sectors and in some cases with macro networks for each carrier meet design criteria. The Concessionaire will work with each Carrier to ensure their service on Cellular DAS is fully optimized to facilitate handoffs per design.
f. For both CW and Live RF carrier testing, the Concessionaire shall utilize an industry standard software-based coverage testing tool (iBwave.) for automated data collection overlaid on a floor plan.
g. Endurance Test - The purpose of this test is to ensure that the implemented system is stable and functions without any issues for 30 consecutive days before final acceptance. The endurance test shall test the system with final carrier configuration and capacity loads. If any major issues occur during the test that cause service outage(s), the test will restart in its entirety from the day the issue(s) has been resolved.

4. The data collected in both CW and Live RF Carrier coverage tests shall be provided to the Authority as coverage plots with heat maps.
5. For failed tests, the Concessionaire shall make appropriate remediation, re-test, and submit new test results.
6. The Concessionaire shall coordinate with Carriers to ensure any specific acceptance testing requirements are included in the testing scope.
7. Endurance test completion signifies substantial completion.
8. All test results must be provided in the Operation & Maintenance (O&M)

Operation & Maintenance

1. Operate and maintain the Cellular DAS after acceptance by the Authority including, but not limited to:
    a. Guaranteeing a weekly availability/uptime of 99.9% of the system using commercially reasonable measures. The proportion of time (in minutes) that the designated system components are available over the course of a week or month constitutes uptime.
    b. Provide a proposed preventive maintenance plan in the RFP response with the ongoing operational expense.
    c. Providing all components, equipment, supplies, tools, and labor required for operation and maintenance.
    d. Conducting all repairs and maintenance to maintain proper working conditions, in accordance with performance specifications.

e. All modifications, enhancements, upgrades, or replacements will utilize familiar and pre-approved software and hardware components specified in the existing service contract with the Authority, including installing all software and firmware updates to keep the system up to date.
f. Providing quarterly performance and usage reports due the 15th of the following month. The reports will constitute of at least the following:
    i. Quarterly Uptime of the system
    ii. Quarterly outage report with all the service outages
    iii. Usage reports
    iv. System performance report
    v. Look-back period of 3 months.
g. Repair or replace any equipment that fails to operate per the design specifications or malfunctions, for the term of the contract.
h. Utilize a formal Change Management or Change Control process to make any changes to the operational Cellular DAS after go-live. The Concessionaire shall provide notifications to the Authority for all scheduled and emergency maintenance that causes service outages or degradation. In addition, the Concessionaire shall also notify the Carriers of such notifications.
i. Operate the Cellular DAS on a 24x7 basis during the term of the Agreement.
j. Provide monitoring, maintenance, and repair services on a 24x7x365 basis. The Concessionaire shall provide a toll-free number for its Network Operations Center (NOC) support for carriers and the Authority to report service issues in the Submittal section, Notices and Contacts, Emergency 24-Hour Contact.
k. Concessionaire shall provide the response and resolution times for the following service impact scenarios:
    i. Critical impact: A critical outage is defined as one that causes the entire Cellular DAS or multiple coverage zones service outages for one or more Carriers.
    ii. Major impact: A major outage is defined as one where a single Cellular DAS zone is experiencing an outage, or Carriers are impacted but they continue to provide service due to a workaround.
    iii. Minor impact: A minor impact is defined as one where the Cellular DAS is experiencing limited degradation of service, and a select number of end users are impacted.
l. Conduct routine monitoring to ensure continuous service levels consistent with performance specifications, and as demonstrated during the verification testing and acceptance.
m. Coordinate with the Authority on all maintenance and repair, which may result in critical or major outages. Emergency maintenance and repairs to restore service can be performed at any time with a notification sent to the Authority and the Carriers. However, service repair in public areas during events shall be approved.
n. Provide event notifications and group management of components in the Cellular DAS. The Authority and the Carriers shall be capable of receiving specific event notifications based on the priority of events.
o. Coordinate with the Authority and other stakeholders regarding future adds/moves/changes and construction activities that may impact Cellular DAS antennas or other field equipment. The Concessionaire shall be solely responsible for any temporary relocations or adjustments and final antenna, cabling, or equipment placements to facilitate such remodeling and constructions within the RPT environment.

2. The Concessionaire will be responsible for providing spare parts and listing inventories. The spare parts shall include but are not limited to coax cable, one active remote unit to cover all required bands on standby, connectors, antennas, etc.
3. The Concessionaire will provide a plan for improvement to address any coverage issues identified during annual testing.
4. The Concessionaire commits to Cellular DAS service as described herein, failure to do so may result in early contract termination, at no cost to the Authority.
5. The Concessionaire is accountable for the disposal and removal of all equipment associated with modifications, enhancements, upgrades, or replacements.

Exhibit E: Wi-Fi Scope of Services

NOTE TO RESPONDENTS: This document presents the proposed Scope of Work for the selected Respondent (Concessionaire) for the services specified in the Burbank-Glendale-Pasadena Airport Authority (Authority) Public Wi-Fi RFP. The Authority reserves the right to modify this scope of work during contract negotiations. Respondents must outline their approach to delivering the specified services, meet the minimum requirements outlined, and provide details of experience fulfilling similar requirements.

EXHIBIT B – SCOPE OF WORK

A-1 Purpose: The journey to great travel experiences begins upon passengers' arrival at the airport. To ensure memorable journeys and highlight the economic and residential growth of the Southern California area, the Authority has initiated a new Replacement Passenger Terminal (RPT) project. This project aims to deliver a modernized facility that enhances passengers' experiences. A significant aspect impacting the passenger experience is the quality of Wi-Fi service. The Authority is soliciting a qualified third party operator or lead carrier, known as the Concessionaire, proficient in delivering a robust Wi-Fi 6 or better solution. The Wi-Fi system shall be compatible with the Wi-Fi 6 standard that supports the highest rate of data transmission with contemporary technology. The solution shall enhance connectivity and communication for passengers, tenants, and other stakeholders all while strictly adhering to established airport security protocols of a Southern California airport, supporting the 2028 Olympics and Paralympic Games.

This document intends to provide Respondents with relevant context, background, and requirements. This document supersedes any previous conversations Respondents may have had with the Authority regarding this procurement process, unsolicited proposals for similar services to the Authority, and previous procurement events in relation to the same or similar services. This scope of work excludes Cellular DAS.

A-2 Scope of Work Responsibilities, Services, and Deliverables: In accordance with the Design Documents provided in Exhibit H and the Construction schedule provided in Exhibit G, the Concessionaire will be responsible for designing, coordinating, constructing, installing, implementing, operating, maintaining, testing, and managing all Wi-Fi Coverage in the RPT and Parking Structure at Hollywood Burbank Airport (BUR).

Key scope items include, but are not limited to:

Design

1. The Concessionaire shall furnish and install a turn-key solution, including but not limited to all access points, enclosures, mounting hardware, cabling, and network equipment.

2. The Concessionaire shall provide the manufacturer’s Wi-Fi solution design guidelines and/or manufacturer's best practices for network design and deployment processes. The Concessionaire will document any deviation or exception from these processes, which will be reviewed and approved by the Authority.
3. The Concessionaire will provide Public Wi-Fi services to all Airport end users, detailing the cost to Airport users, advertising revenues, paid membership or subscription revenues, access speeds, advantages to the Authority and passengers, the timeline for implementation, and any other pertinent information.
4. The Concessionaire solution shall support 2.4 GHz, 5 GHz, and 6 GHz frequency bands, be compliant with IEEE 802.1X, and include support for Bluetooth 5 (BLE5). It must utilize the latest Wi-Fi standard available and include both indoor and outdoor wireless access points.
    a. APs installed in outdoor areas, including passenger boarding areas and Parking Garage, must meet outdoor rating standards (IP67 or better) and be capable of using omnidirectional and directional antennas. They must also comply with the IP6X Ingress Protection standard (IEC 60529) when placed outside conditioned spaces.
    b. APs must support Wi-Fi 6 or greater, utilizing IEEE 802.11ax or the newest standard available at the time of installation. The network cabling must be CAT 6A or better, with slim CAT 6A patch cables used in headend/IDF closets.
5. The Wi-Fi solution shall provide a minimum bandwidth of 100 Mbps download and 100 Mbps upload per user. It must support seamless roaming and coverage overlap for uninterrupted connectivity as users move between APs.
6. Conduct Wi-Fi heat mapping with the recommended AP transmitter power. Deploy APs as specified in the design drawings and identify any additional key locations to maximize network coverage.
7. The Wi-Fi solution shall support all Wi-Fi-enabled devices, including laptops, iPads, and other personal devices used to access Wi-Fi services.
8. The Wireless Solution will include wireless security standards such as WPA2 Enterprise, WPA3, and 802.1X-based authentication methods.
9. Ensure seamless roaming within the Wi-Fi network by implementing wireless coverage with sufficient overlap, enabling uninterrupted connectivity as users transition between WAPs.
10. The Concessionaire shall adhere to all applicable rules, regulations, statutes, laws, policies, and guidelines governing the project, including but not limited to those from the Federal Communications Commission (FCC), the State of California, and the City of Burbank, during the contract period.
11. The Concessionaire shall engage in discussions with key stakeholders to explore opportunities for generating additional revenue streams through the Wi-Fi network. These discussions will cover potential strategies and business models that leverage the network’s capabilities. The scope includes:
    a. Facilitate a conversation between the Cellular Carrier Neutral Host Distributed Antenna System (DAS) Concessionaire and the Authority to evaluate the potential for revenue generation through offloading cellular data traffic to the Wi-Fi network.
    b. Coordinate discussions between the Advertising Concessionaire and the Authority to explore the feasibility of generating revenue through in-network advertising, including ad placements and promotional content targeted at Wi-Fi users.

c. Initiate conversations with RPT tenants to assess the possibility of generating revenue by providing enhanced wireless access services, including potential revenue-sharing models for tenant-sponsored Wi-Fi offerings.

12. The Concessionaire shall follow the major milestones schedule to provide a preliminary design with data sheets.
    a. Approval for Antenna Locations and Design: Antennas and cables will be co-located in communal spaces and coordinated at all times. The Authority must approve the placement and design of all antennas.
    b. The Concessionaire shall provide a proposed labeling schema for approval.
    c. Labels must be preprinted or computer-printed, contrasting with equipment color, and comply with TIA-606-B standards.

Construction

1. The Concessionaire shall provide the DB Contractor requirements for all coordination items including but not limited to space, power, data, backing, sleeves, cooling, scheduling, and cabling pathways.
2. The Concessionaire shall coordinate with the DB Contractor to ensure standby power availability and meet UPS battery backup power requirements.
3. The DB Contractor will provide pathways, rack space, and power in the local IDF spaces.
4. In cases of scope gaps between the DB Contractor and the Concessionaire, the Concessionaire shall be responsible for furnishing all labor and materials for a complete and working Wi-Fi Solution.
5. The Concessionaire shall provide a set of as-built documentation.
6. The Concessionaire shall provide the coordination of the final location of all field devices.
7. The Concessionaire shall identify incoming provider pathways for fiber optic cabling if deemed necessary.
8. The Concessionaire shall safeguard all buildings, walls, floors, and property from damage during the installation process. Any damage caused to the property must be repaired by the Concessionaire at their own expense. If the Concessionaire encounters pre-existing damage (not caused by the Concessionaire), it must immediately notify the Authority to ensure the area is properly documented.
9. Following each day’s work, the Concessionaire shall clean up the areas in which it has been working and dump all trash in the appropriate designated areas.

Installation

1. The Concessionaire shall install all system components, including furnished equipment and accessories, in accordance with the manufacturer's instructions, NFPA 70, ANSI-C2, and the provided specifications. The Concessionaire will supply all cables, connectors, terminators, interconnections, services, and adjustments needed for a complete and operational system.
2. Grounding will be installed as necessary to prevent issues such as ground loops, noise, and surges from affecting system operation. Coordination with the Low Voltage and/or Electrical contractor responsible for the overall installation of the Owner’s grounding system is required.
3. Installation, configuration, and testing of all routers (including ISP router and equipment), switches, firewalls, and the wireless controller will be carried out by the Concessionaire.

4. Applicable software licenses for newly added equipment (Wireless Controllers, PoE edge switches, outdoor APs) will be acquired by the Concessionaire for the duration of the contract period, effective from the date of acceptance into service.
5. Approval from the Authority for the final layout of any equipment must be obtained before installation. Shop drawings showing proposed installation details must be submitted for approval beforehand.
6. Device commissioning will be performed by the Concessionaire, along with delivering an as-built performance assessment of the Wi-Fi solution to fulfill design criteria.
7. Coordinate with the DB Contractor to paint the antennas with non-RF blocking paint to match the aesthetics of each antenna location.
8. The Wi-Fi APs will need to be upgraded every five years, or sooner if mutually agreed upon by the Authority and the Concessionaire, to support the latest technology.
9. Submission of the plan and design with installation details, including proposed physical locations of all devices in AutoCAD (.dwg) format, is required. The submission must also include a parts list, with PDFs of the AutoCAD drawings provided.
10. The Concessionaire is responsible for routing its wireless traffic to its own ISP and provisioning its associated router/firewall where applicable.
11. All cabling for the Wi-Fi system must be a different color from the Local Area Network (LAN). The Concessionaire shall provide electrical conduits and cables for the necessary work.
12. For equipment mounted in drawers or on slides, interconnecting cables with a service loop of not less than three feet will be provided, ensuring sufficient cable length for full extension of drawers or slides.
13. Coordination with the Authority and the DB Contractor is essential for the final wireless solution design, procurement, installation, and configuration.
14. The Concessionaire will install and inspect all hardware necessary to fully meet the functional, operational, and performance requirements outlined, adhering to the manufacturer's installation guidelines.

Operation & Maintenance

1. The Respondent shall provide expected numbers of concurrent users on its proposed system and plans to accommodate peak passenger traffic.
2. Comply with all airport security and data privacy regulations to ensure the protection of sensitive information and prevent any potential cybersecurity threats.
3. Implement a comprehensive monitoring and maintenance system to promptly address any technical issues and ensure consistent performance.
4. Conduct regular system health checks to assess the overall performance and identify areas for optimization or preventive maintenance.
5. Implement a robust maintenance schedule to address routine updates, patches, and system upgrades to enhance overall system resilience and security.
6. Ensure compatibility with industry-standard network monitoring tools and protocols for seamless integration into existing network management systems.
7. The Concessionaire shall be required to provide live, user support services, 24 hours a day, 7 days a week, and maintain a 99% satisfaction level of Wi-Fi service availability.
8. The Concessionaire shall be responsible for all costs associated with implementing, operating, and maintaining the Wi-Fi network, including all necessary repairs, upgrades,

and replacements of equipment throughout the term of the contract and any subsequent extensions of the term.

9. The Concessionaire shall provide all labor, materials, tools, transportation, storage cost, training, equipment, insurance, temporary protection permits, inspections, taxes, installation, software licenses, software, firmware, software integration, all required testing/documentation, and all necessary and related items required to provide complete and operational systems as described in this SOW.
10. The Concessionaire is required to propose an innovative, efficient, and effective management strategy for the following network services:
    a. Provisioning of SSID for passenger Wi-Fi and tenants.
    b. Wi-Fi network performance monitoring and optimization.
    c. Physical network monitoring and break-fix replacement of failed, failing components.
    d. Additions and improvements as required by the Authority to add, move, and change APs and associated switches.
    e. Monitoring, operating, and maintaining other wireless systems provided by the Concessionaire.
11. The Concessionaire shall provide a yearly service improvement review with the Authority to assess overall system performance, schedule, and plans for continued improvements.
12. The Concessionaire is expected to provide support for all design and construction projects and to attend construction meetings upon request.
13. Review and markup tenant improvement pre/post-construction documents.
14. Support Proof of Concept by other vendors for new IT solutions that require wireless connectivity upon request.
15. The Concessionaire shall continuously review and optimize wireless systems, monitor and report on the health and trends of the BUR RF spectrum, conduct root cause analysis of incidents, and perform routine maintenance to ensure system functionality.
16. The Concessionaire is tasked with the efficient management and upkeep of every facet of the Public Wi-Fi system, encompassing daily operations, maintenance, and system oversight, including associated expenses unless stated otherwise.
17. The Concessionaire shall guarantee Cellular and Wi-Fi system availability of 99.999%, meaning no more than six minutes of complete system failure and downtime within a rolling twelve month period. The Concessionaire will be responsible for monitoring, operating, and maintaining the Wi-Fi system 24/7, year-round. The Respondent shall describe its ability to provide the necessary staffing and availability to meet this support level.
18. The installed system must not interfere with other radio systems and any interference must be mitigated to the maximum extent possible. Specifically, the installed cellular system shall not interfere with existing RF systems within the premises, including but not limited to public safety (ERRCS).
19. If the Authority determines that any radio frequency interference from the cellular DAS and Wi-Fi radio systems materially impacts airport operations or creates an immediate danger to safety, the Authority may direct the Concessionaire to immediately cease and suspend operation of the interfering portions. The Concessionaire must comply with this direction immediately. If the Concessionaire fails to cease operations as directed, the Authority may shut down the interfering portions without further notice.

Testing

1. The Concessionaire shall submit a thorough wireless system test plan for the Authority to review and approve, ensuring ongoing testing as new installations and replacements occur. This plan encompasses resolving system issues, managing system stability, addressing catastrophic outages, and applying software/hardware repairs through patches or upgrades.
2. The Concessionaire shall provide a testing plan that involves continuous evaluation of wireless system functionality, including addressing system issues, maintaining stability, resolving outages, and implementing necessary software/hardware repairs through patches or upgrades, throughout the RPT.
3. Testing includes performing FAT (Factory Acceptance Test) and UAT (User Acceptance Test). The Concessionaire shall include specific features and capabilities for each type of testing.
4. The Concessionaire shall develop and submit a comprehensive Test Plan (FAT and UAT) that has been coordinated with the Authority for testing wireless network connectivity services to the Authority for review and approval 30 days prior to the beginning of any testing activities. The tests shall demonstrate that the system and its components fully comply with the requirements specified herein.
5. The Concessionaire shall support the Authority during user augmentation.
6. Personnel performing the testing shall have at least three years of hands-on experience with the specific equipment, user augmentation support, hardware, and software installed.

Documentation

1. The Concessionaire is responsible for maintaining and updating all documentation and records related to BUR's wireless system. This includes, but is not limited to:
    a. APs and associated components settings and configuration
    b. Wireless system diagrams
    c. Permanent users
    d. Wiring diagrams
    e. Field test data
    f. Equipment manuals
    g. Drawings and pictures depicting the location of each wireless device
    h. Preventative Maintenance Records and Repair Records
    i. Warranty information

Spare Equipment/Parts Inventory

1. The Concessionaire shall propose the number of spares of each type of equipment to keep on hand – for the Authority to review and approve.
2. The Concessionaire shall maintain the spare equipment inventory list. The inventory report shall include, but not be limited to:
    a. Details of existing spares including condition, quantity, etc.
    b. A recommendation for additional spares where justifiable.
    c. A detailed cost estimate based on the approved percentage markup specified in the contract.

Software and Licenses

1. The Concessionaire shall provide the Authority with all manufacturer-released, developer-released, proprietary, and non-proprietary software and firmware upgrades and respective licenses for wireless systems - at no additional costs. All software licenses related to wireless systems will be assigned to and owned by the Authority.
2. The Concessionaire is required to stay updated with all available OEM software upgrades for each piece of equipment covered within this contract. The Concessionaire will inform the Authority of all available OEM software upgrades and, upon receiving written approval from the Authority, will proceed to purchase and install approved upgrades.
3. All software, firmware, and respective upgrades provided under this contract will be furnished by the Concessionaire, manufacturer, and developer technical support for firmware and software and their respective upgrade implementation in electronic format as specified by the Authority.
4. All software/firmware/support information must be issued and held in the name of the Authority, not the Concessionaire.

Warranty

1. Provide all manufacturer's warranties, ensuring they begin on the date of installation acceptance rather than the purchase date.
2. The Concessionaire shall provide electronic copies of all warranties and system documents in PDF format, along with the system configuration spreadsheet in a format approved by the Authority.
3. The Authority will have sole and exclusive ownership of all data generated by or as a result of using the wireless systems. Any use of this data by others, including the Concessionaire, will require written express permission from the Authority. Unauthorized use of the data is strictly prohibited without the Authority's written approval.
4. Warranty service entails the Managed Service Provider (MSP) being responsible for shipping malfunctioning device(s) to the manufacturer for repair using their Return Merchandise Authorization (RMA) process.

EXHIBIT F: Wi-Fi — Operational Standards

1. General.

A. Concessionaire shall provide, operate and maintain all components required to redirect users to the Wi-Fi landing page, host the access portal, display network usage terms and conditions requiring proactive opt-in, authenticate users and provide connectivity to the internet circuits.

B. Concessionaire shall publish and make available to end users, Terms and Conditions ("T&C") requiring the users to acknowledge all associated risks, legal obligations and system limitations for their use of the Wi-Fi internet network at the Airport. The T&C must be approved by the Authority before posting.

C. Concessionaire shall publish and make available to end users, a privacy policy describing the collection, use and retention of personal information from end users of the Wi-Fi System. Concessionaire shall comply with its published privacy policy in connection with its performance.

D. Concessionaire shall design and construct a "Walled Garden." The Walled Garden restricts users from navigating to the internet prior to authentication and acceptance of T&C. The Walled Garden shall include the splash page, portal pages, authentication pages, and message pages. Concessionaire shall host and maintain the Walled Garden on its servers. Concessionaire shall obtain the Authority's approval of the content, look and feel of all Walled Garden pages prior to implementing them in a live environment and the Authority shall not unreasonably withhold such approval. Subsequent changes shall require the Authority's approval in advance.

E. No user information or user credentials shall be required to gain access to the free Wi-Fi service, although Concessionaire may allow users to optionally register to streamline the authentication process for future visits.

2. Walled Garden Content.

A. At the beginning of the Wi-Fi session, on the landing page, Concessionaire shall provide all users the means to review the T&C and the privacy policy. Concessionaire shall require the user to accept the T&C before granting internet access.

B. Users shall not be required to sign up for or opt-in any sponsorship or offers as a condition for gaining access to the free Wi-Fi service.

C. The Authority shall be responsible for providing all Airport branding and content relevant to the Airport that Authority wishes to make available to passengers (e.g. terminal maps, concession information, local area information). Concessionaire shall work with the Authority staff to effect the integration of such content into the Walled Garden.

D. Concessionaire shall allocate additional space to the Authority, at no charge, as follows:

(i) At the Authority's option, Concessionaire shall provide to the Authority an area up to 45% of the landing page to display content of the Authority's choosing.

(ii) At the Authority's option with 30 days notice, Concessionaire shall allocate up to 10% of any interior pages to the Authority.

(iii) All space allocated to the Authority shall be controlled by the Authority.

(iv) The Authority shall supply Concessionaire with this content in a computer-readable format per the specifications supplied by Concessionaire.

E. The user shall prominently see how to access the free Wi-Fi service, regardless of any other access options or advertisers, on the welcome portal. This may include a prominently displayed link to a secondary connection options page where access to free Wi-Fi is prominently displayed.

3. Wi-Fi Experience.

A. While the user is accessing the internet, the Wi-Fi System may not limit or interfere with the browser original content in any way. This includes iframes or other web browser content filtering or HTML proxy that alters the original content requested. Concessionaire shall provide an access session that is non-invasive and open for all authorized ports normally provided by top Internet service providers.

B. Concessionaire shall be permitted to sell advertisement or secure sponsorship that shall be appear as part of users' access of the Wi-Fi System, provided that all such advertisement or sponsored messages shall comply with the Advertisement Guidelines and other provisions of this Agreement.

C. Following the welcome and landing pages, from the connection options page, Concessionaire may direct the user to view a sponsored video message or similar advertisement. The video must clearly disclose that content is provided by Concessionaire or its sponsorship partners. The video shall provide a countdown timer for the length of the sponsorship impression. The length of the sponsorship video may not exceed 30 seconds.

D. For free Wi-Fi service, there shall be no more than one advertising or sponsored pop-up or video per 45 minutes.

E. For any advertisement or sponsored message (in any form), whenever a user is offered the option to download an item, provide information, make a purchase, or other similar interactive action, the user also shall be presented an equally visible option to bypass these interactive items. Any interactive advertisement shall meet or exceed applicable Interactive Advertising Bureau standards.

4. Authority Advertising Guidelines.

A. Concessionaire shall only display Wi-Fi System advertisements that are consistent with the Advertisement Guidelines. Notwithstanding any other provision of this Agreement,

Concessionaire shall be solely responsible for: (i) evaluating proposed advertisements for consistency with the Advertisement Guidelines; and (ii) approving or rejecting proposed advertisements.

B. The Authority may, at any time and from time to time, unilaterally revise the Advertisement Guidelines by written notice to Concessionaire. In such event, the revised Exhibit D-6 shall automatically be incorporated by reference into this Agreement. Concessionaire shall use each revised Exhibit D-6 to evaluate and approve or reject proposed advertisements that are submitted after the Authority's issuance of such revised Exhibit D-6.

C. Upon the Authority's notice that an advertisement violates the Advertising Guidelines, Concessionaire shall promptly take corrective measures to the Authority's satisfaction, or if requested by the Authority, remove the advertisement in its entirety.

5. <u>Data</u>

A. Concessionaire shall comply with and shall cause all third parties to whom Concessionaire grants rights with respect to information and data under this Agreement to comply with all applicable laws regarding the protection, use and maintenance of such information and data, expressly including each of the requirements set forth below:

(i) *Malware*. Concessionaire shall use commercially reasonable efforts to ensure the services, including any content or other information, provided by Concessionaire pursuant to this Agreement are free from viruses, spyware, and other similar harmful and destructive code or malware. Concessionaire shall not insert any destructive mechanisms into any content or Airport system (which shall include any technical infrastructure located at the Airport), and shall not invoke such mechanisms at any time, including upon expiration or termination of this Agreement for any reason.

(ii) *Treatment of User Data*. With respect to any data collected from users of the Wi-Fi System ("User Data"), Concessionaire shall not gather, store, log, archive, use, or otherwise retain any User Data in any manner and shall not disclose, distribute, sell, share, rent, or otherwise transfer any User Data to any third-party, except as permitted by law (including Business and Professions Code Sections 22575-22579, and any other applicable law relating to spamming, privacy, confidentiality, data security, and consumer protection).

(iii) *Treatment of Airport Data*. With respect to Airport or Authority data collected from the Wi-Fi System in performance of this Agreement ("Airport Data"), Concessionaire shall not gather, store, log, archive, use, or otherwise retain any Airport Data in any manner and shall not disclose, distribute, sell, share, rent, or otherwise transfer any Airport Data to any third-party, except as expressly required by this Agreement and permitted by law. Concessionaire shall not retain any Airport Data for any period longer than necessary for Concessionaire to fulfill its obligations under this Agreement. As soon as Concessionaire no longer needs to retain such Airport Data in order to perform its duties under this Agreement, Concessionaire shall promptly return or destroy or erase all originals and copies of such Airport Data.

(iv) *Privacy and Security Procedures*. Concessionaire shall maintain and enforce information and data privacy and security procedures with respect to its access to, use and storage of all User Data and Airport Data that (A) are at least equal to industry standards taking into consideration the sensitivity of the relevant data, and the nature and scope of the service to be provided, (B) are in accordance with the Authority's reasonable security requirements, (C) comply with all applicable laws, and (D) provide reasonably appropriate administrative, technical, and physical safeguards to protect against accidental or unlawful destruction, loss, alteration or unauthorized disclosure, access or use of the data. Without limiting the generality of the foregoing, Concessionaire shall take all reasonable measures to secure and defend its location and equipment against "hackers" and others who may seek, without authorization, to modify or access Concessionaire systems or the information found therein without the consent of the Authority. Concessionaire shall periodically test its systems for potential areas where security could be breached. Concessionaire shall report to the Authority immediately any breaches of security or unauthorized access to Concessionaire systems that Concessionaire detects or of which it becomes aware. Concessionaire shall use diligent efforts to remedy such breach of security or unauthorized access in a timely manner and deliver to the Authority a root cause assessment and future incident mitigation plan.

B. The Authority reserves the right of co-ownership of any data collected by Concessionaire about Wi-Fi usage and information regarding the users, and Concessionaire agrees to share with Authority all such data. In the event that the Authority is required by law to disclose end user data collected from the Wi-Fi System to a third party, the Authority shall notify Concessionaire of such disclosure to the extent permitted by law,

6. <u>Signs about Wi-Fi Service; Information for Airport Website</u>.

A. Concessionaire, at its expense, shall create signage to be placed at locations around the Airport to inform the public about the Wi-Fi service availability. The signs shall be subject to the Authority's approval before use. The parties shall cooperate to identify the locations around the Airport where the signs shall be placed, provided that the Authority shall have the sole discretion to decide the final locations. Whenever the information on the signs becomes outdated, Concessionaire shall be responsible for promptly providing replacement signs.

B. Concessionaire shall also provide such information as the Authority may request to enable the Authority to inform Airport users about the Wi-Fi service on the Airport's website.

Exhibit G: Advertisement Guidelines

I. PURPOSE

The Burbank-Glendale-Pasadena Airport Authority periodically awards concession agreements in connection with the advertising program at the Hollywood Burbank Airport. The advertising program generates revenue for airport capital and operating expenses by displaying paid advertisements at designated physical or cyberspace locations. In its capacity of airport proprietor, the Airport Authority has made a managerial decision that advertisement content must be strictly regulated to promote substantial government interests including: (i) attraction of long-term, high caliber advertisers; and (ii) creation of a welcoming environment that presents airport patrons with family-friendly material that does not subject them to debates regarding political and religious issues.

The advertising program is not a forum for unlimited public expression. These guidelines are intended to preserve the nonpublic forum status of the airport advertising program by specifying the eligible content that may be displayed at the Hollywood Burbank Airport in paid advertisements. These guidelines shall be applied in a consistent and viewpoint neutral manner.

II. ELIGIBLE CONTENT

A. Noncommercial Speech Exclusion. Eligibility for the advertising program is limited to speech that proposes a commercial transaction. Advertisements that consist of a political or religious message, or that combine a political or religious message with a commercial offer, are ineligible and shall be rejected.

B. Additional Exclusions. The following advertisements are ineligible for the advertising program and shall be rejected:

1. Advertisements that depict graphic violence or gore.

2. Advertisements containing images or language that is obscene, profane, scatological, or vulgar.

3. Advertisements containing sexually oriented materials, images of nudity, or sexually prurient material.

4. Advertisements for any of the following entertainment media: films rated "X" or "NC17"; nude or partial nudity dance clubs or performances; pornography; television programs rated "MA"; or video games rated "A".

5. Advertisements for any of the following items: contraceptives; electronic cigarettes; marijuana; sexual function medications or treatments; tobacco; or weapons.

6. Advertisements for any of the following businesses: bail bond services; check cashing services; pawn shops; massage parlors; tattoo parlors; or weapon shops.

7. Advertisements for an activity, product, or service that is prohibited by federal, state, or local law.

8. Advertisements for any rental car company that is not a concessionaire of the Authority, or any automobile parking lot or automobile parking garage that is not located on the Airport.

9. Advertisements that imply or declare an endorsement by the Authority, without prior written authorization of the Authority.

10. Advertisements containing deceptive or false statements.

Exhibit H: Concessionaire's Proposal in Response To RFP

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FEBRUARY 14, 2025 | Confidential

CELLULAR CARRIER NEUTRAL HOST DISTRIBUTED ANTENNA SYSTEM WITH PUBLIC WI-FI ADDITIVE ALTERNATE

HOLLYWOOD BURBANK AIRPORT (BUR)

RFP # ADM25-02

RFP Response Submitted by: Boingo Wireless
Main RFP Contact: Stephanie Gray | sgray@boingo.com | 909.477.9603
10960 Wilshire Boulevard Suite 2300 Los Angeles, CA 90024

boingo
wireless

Disclaimer: The contents of this proposal, including all figures, dollar amounts, and timelines, are based on Boingo's current best estimates given the information provided during the RFP process. It is possible that these may change as Boingo learns more about the project, including further site walks, testing, and project outcome and goal discussions with the venue. In addition, any delays such as Acts of God, supply chain issues, and substantial changes to the project scope by the venue may impact the final pricing and schedule. Nonobjection to any item of the RFP shall not be deemed a waiver; all responses subject to contract. This proposal contains confidential information belonging to Boingo, and the proposal may only be used in connection with recipient's evaluation of the proposal.

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1. COVER LETTER AND EXECUTIVE SUMMARY

February 14, 2025

Lanna Aguilera
C.P. Senior Manager, Procurement
laguilera@bur.org

RE: CELLULAR CARRIER NEUTRAL HOST DISTRIBUTED ANTENNA SYSTEM WITH PUBLIC WI-FI ADDITIVE ALTERNATE

Dear Ms. Aguilera,

Boingo Wireless, Inc., along with its subsidiaries ("Boingo"), is pleased to submit this proposal to the Burbank-Glendale-Pasadena Airport Authority (the "Authority") to design, install, operate, maintain, monitor, and manage a neutral host distributed antenna system (DAS) and Wi-Fi network at Hollywood Burbank Airport ("BUR" or the "Airport"). As a Los Angeles-based company with deep roots in the community and a proven track record of delivering world-class connectivity solutions, Boingo is uniquely positioned to provide BUR with a seamless, reliable, and **elevated** wireless experience, perfectly aligned with the Airport's "Elevate BUR" project goals, and designed to be completed well ahead of the 2028 Summer Olympics.

Boingo understands that BUR is undergoing a critical transformation and is excited to contribute to the Airport's evolution into a modern, passenger-centric hub. The Authority requires a partner that can not only handle the complexities of a large-scale technology deployment but is also deeply familiar with the local landscape and committed to fostering a superior passenger experience. For nearly 25 years, we've called LA home. We proudly connect some of SoCal's most prominent venues, from modernizing the passenger journey at John Wayne Airport to revolutionizing the fan experience at Intuit Dome. With over 170 California-based employees and strong community ties through partnerships with organizations like AMAC, AMAC-LA, NMSDC, and local chambers of commerce, Boingo offers the local knowledge, resources, and commitment to deliver exceptional results and superior passenger experience, realizing the Authority's vision.

Our proposal directly addresses the need for an **elevated** wireless experience at BUR, incorporating the following key elements:

- **Expertise in DAS + Wi-Fi solutions.** Boingo is the ideal partner for this dual infrastructure approach. We have a proven track record of designing, implementing, and managing these combined networks in numerous airport environments, ensuring seamless connectivity for all passengers and stakeholders. In fact, there is no other company with more experience in converged wireless networks at airports than Boingo.
- **Carrier relationships for Day 1 service.** Our long-standing, robust relationships with all major wireless carriers will guarantee Day 1 service for all three major providers at BUR. Our business model and design approach prioritizes fast and efficient deployment, minimizing downtime and maximizing value.
- **A competitive financial offer.** Our **$7.28M financial proposal** includes a fully managed, turnkey 5G Neutral Host Cellular DAS and Public Wi-Fi (7) network **at no cost to BUR** and over $2.7 million of revenue to the Authority during the 10-year Concession Term.

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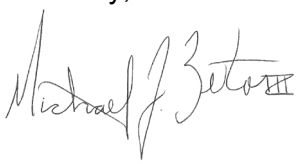
- **Unrivaled capability in new construction.** We recently completed Portland International Airport's (PDX) newly remodeled main terminal, Newark Liberty International Airport's new Terminal A, and the converged network (DAS, Wi-Fi, Private 5G) at Intuit Dome, home of the Los Angeles Clippers.
- **Scalability and future-proof design.** Our solutions are designed with future expansion in mind, as evidenced by our deployments at PDX, EWR, and the Intuit Dome. We will ensure BUR's infrastructure is optimized for today's needs and easily adaptable to future technological advancements and increased demand, especially with the increased traffic anticipated for the 2028 Olympics.
- **World-class support from our LA-based NOC.** Boingo's 24/7/365 Network Operations Center (NOC), located here in Los Angeles, provides round-the-clock monitoring, maintenance, and support. Combined with our North Hollywood Innovation Lab and local engineering team, we are prepared to provide white-glove support to BUR throughout the project lifecycle.
- **Elevated passenger experience.** Boingo is committed to delivering an **elevated** wireless experience for all BUR passengers. Our technology and designs will enable a seamless and reliable connection, boosting customer satisfaction and increasing operational efficiency for the airport. Many of the airports Boingo serves are top performers in the Ookla Airport Wi-Fi Speed Test Rankings, as well as ACI Passenger Satisfaction scores.

We believe Boingo's expertise in new construction, deep roots in the Los Angeles community, and proven track record of success in similar projects make us the ideal partner for the Authority. Our commitment to delivering an elevated wireless experience for BUR well in advance of the 2028 Summer Olympics aligns perfectly with the Authority's vision for the future. Boingo confirms that our team will not have any potential conflicts that may arise in the performance of services requested in this RFP.

Thank you for considering Boingo's proposal. We welcome the opportunity to discuss our qualifications further and are confident we can successfully meet your requirements. Please do not hesitate to contact me directly with any questions.

Sincerely,



Michael J. Zeto III
Chief Commercial Officer

COMPANY HEADQUARTER DETAILS
BOINGO WIRELESS, INC.
10960 Wilshire Boulevard
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310-586-5180 (p)
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MAIN POINT OF CONTACT
STEPHANIE GRAY
Senior Director of Business Development
sgray@boingo.com
909.477.9603 (p)
http://www.boingo.com/

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COVER PAGE FORM

Docusign Envelope ID: 1D36C7A6-8316-4ED5-8BE4-729E2DF8938D

REQUEST FOR PROPOSALS ("RFP")

CELLULAR CARRIER NEUTRAL HOST DISTRIBUTED ANTENNA SYSTEM WITH PUBLIC WI-FI ADDITIVE ALTERNATE

HOLLYWOOD BURBANK AIRPORT PROJECT
NUMBER ADM25-02

By submitting a proposal, Respondent acknowledges receipt of all content of the RFP package as delivered electronically and hereby attests to non-collusion regarding the competitive opportunity and any price submitted. Respondent acknowledges and accepts the terms of this solicitation, including any addenda, which will become part of any resultant agreement, and agrees that the terms as listed will supersede any conflicting contractual terms and/or conditions specified elsewhere. Respondent certifies that the information provided in its submission is complete, including the full disclosure of all subcontractors, suppliers, joint ventures, teaming agreements, and the like, and that the information submitted is true and accurate to the best of its knowledge. Respondent confirms that the signing party is an authorized representative of the entity submitting the proposal and has the individual authority to submit this proposal electronically on behalf of the entity and to bind the entity to all information set forth herein.

Date: January 30, 2025	Company Name: Boingo LLC	
DocuSigned by: Peter Hovenier	Peter Hovenier	Chief Financial Officer
*Authorized Signature	Name	Title
DocuSigned by: Michael Finley	Michael J. Finley	CEO
*Authorized Signature	Name	Title

*If the contracting party is a corporation, two (2) signatures are required: one (1) signature by either the Chairperson of the Board, the President, or any Vice President; and one (1) signature by either the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

RETURN THIS COVER PAGE WITH YOUR PROPOSAL – LATE, EMAILED, MAILED, HAND DELIVERED, OR FAXED SUBMISSIONS WILL NOT BE ACCEPTED.

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2. FIRM QUALIFICATIONS

a. Legal name and physical business street address for headquarters offices, as well as the physical street address of servicing office, if not the same address as Respondent's headquarters office.

HEADQUARTERS OFFICE
Boingo Wireless, Inc.
17 Cowboys Way, Suite 400
Frisco, TX 75034

SERVICING OFFICE
Boingo Wireless, Inc.
10960 Wilshire Blvd, Suite 2300
Los Angeles, CA 90024

b. Number of years in business under the business name outlined in the proposal, current number of employees.

c. Include a brief description of the organization's history, capabilities, resources, structure, ownership, size, and services.

Brief History & Capabilities
When Boingo launched in 2001, there were fewer than 400 hotspots in the world – and Wi-Fi still went by the catchy name "802.11." Today, we are undisputedly the worldwide leader in wireless solutions for airports and large-scale, high-density venues. We offer best-in-class 5G solutions to include Wi-Fi, small cells, DAS, private networks, and towers serving the airports and transportation, military and government, hospitality, commercial real estate, sports and entertainment, healthcare, and manufacturing and logistics industries.

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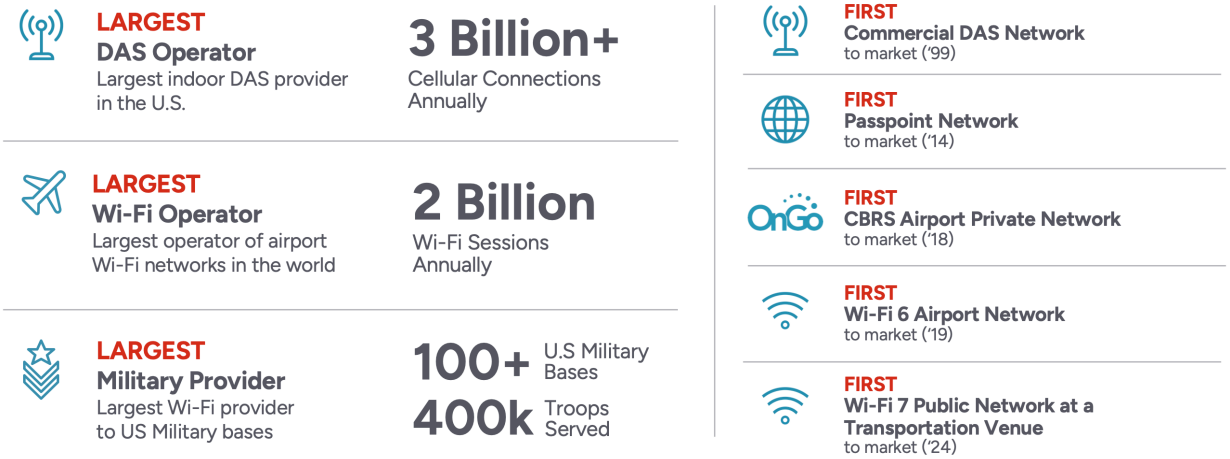
20+ Years of Wireless Leadership



Cellular data calculated based on total annual visitors, time in venue and estimated connections during visit.

In June 2021, Boingo was acquired by Digital Colony, now known as DigitalBridge, a leading global investment firm dedicated to digital infrastructure. With a heritage of over 25 years investing in and operating businesses across the digital ecosystem including towers, data centers, fiber, and small cells, DigitalBridge's strong operational capabilities, industry relationships, and access to capital has enabled Boingo to further innovate and address the needs of wireless connectivity.

Structure, Ownership, & Size

As a wholly owned subsidiary of DigitalBridge, Boingo Wireless is a private corporation with 367 employees governed by a diverse Board of Directors with extensive experience in building and operating networks that enable connectivity and power the digital economy. Led by an executive team with more than 120 years of combined experience, Boingo helps the world stay connected to the people and things they love. Please find the names and titles of Boingo's Executive Management Team below:

- Mike Finley, CEO
- Peter Hovenier, CFO
- Michael Zeto, CCO
- Derek Peterson, Ph.D., CTO
- Dawn Callahan, CMO
- Rebecca Gray, SVP, Military
- David Tokunaga, SVP, Enterprise

Services

Boingo simplifies complex wireless challenges to connect people, businesses, and things. Our vast footprint of distributed antenna systems (DAS), Wi-Fi, private networks, small cells, and macro towers securely powers innovation and connectivity for airports, transit stations, stadiums, hospitals, commercial properties, and enterprises worldwide.

We serve more than 120 major airports and transportation hubs, 70+ sports and entertainment venues, and are the largest provider of Wi-Fi to the United States military, connecting nearly 400,000 troops on 100+ military bases worldwide.

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Additionally, Boingo provides around-the-clock monitoring, maintenance, and reporting through our 24/7/365 in-house Network Operations Center and Customer Care. Our 20+ years of experience financing, designing, building, managing, operating, and maintaining a Cellular neutral host DAS and public/private Wi-Fi and Passpoint networks uniquely positions us to achieve BUR's objectives, scope, and complexity.

d. Detail your firm's background in adhering to airport regulations regarding Cellular DAS.

With more than 20 years of experience designing, building, operating, and maintaining neutral host DAS and Wi-Fi networks in demanding locations like BUR and 120+ other airports and transportation hubs, our experience demonstrates a consistent ability to comply with all applicable airport regulations regarding Cellular DAS.

e. If including a proposal for the alternate Public Wi-Fi solution, detail your firm's background in adhering to airport regulations regarding Public Wi-Fi.

As a network provider to major airports, the TSA, the DOD, and military bases, Boingo is trusted to prioritize stringent security parameters for its networks, meeting federal-grade standards and adhering closely to NIST and ISO 27001 cybersecurity frameworks. Boingo meets all regulatory compliance requirements in the counties which we operate in, including, but not limited to:

- Payment Card Industry/Data Security Standard (PCI/DSS)
- General Data Protection Regulation (GDPR)
- California Consumer Privacy Act (CCPA)
- NIST 800-53 (audit in progress)
- Lawful Intercept (as requested by Law Enforcement)
- Access logs (as requested, typically kept for one year but can be customized)

Safeguarding National Security: Boingo's work with the Federal Government ensures we comply with the strictest security parameters. As the Authority seeks to leverage a solution with a future-forward secure design, Boingo is ready to deliver the utmost safe and scalable solution for Burbank Hollywood Airport.

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3. EXPERIENCE AND PAST PERFORMANCE

The proposal shall demonstrate the firm's significant, in-depth knowledge, past performance, and experience relating to the services required, as outlined in Exhibit A – Cellular Carrier Neutral Host Distributed Antenna System and Exhibit B – Public Wi-Fi Scope of Work. Specifically, Respondent shall address the following:

a. Submit a statement identifying how your firm has met the scope of services set forth in Exhibit A and Exhibit B on past projects.

As the **largest operator of airport DAS, Wi-Fi**, and private networks in the U.S., no other company has designed, implemented, and managed more transportation networks than Boingo. We power networks at our partner airports and take great pride in enabling their connectivity visions and business goals. We are proud to share the highlights below from our airport portfolio:

- **Proven experience** with new construction projects at the world's leading airports.
- 3 of the top 4 **Ookla Airport Wi-Fi Speed Test Rankings** are Boingo venues (Newark Liberty International Airport, John F. Kennedy International Airport, Phoenix Sky Harbor International Airport).
- Connectivity provider to **four of the top five mega airports** ranking highest in customer satisfaction.
- 12-time winner of Best Wi-Fi Service (Global Traveler annual survey).
- Winner: Aviation Pros' Project of the Year for LaGuardia Terminal B redevelopment.

> Innovation is at the forefront of our airport operations, requiring secure, fast, reliable Wi-Fi connectivity. Boingo understands our diverse needs and has kept John Wayne Airport ahead of the technology curve to deliver a superior guest experience.
> – Charlene Reynolds, John Wayne Airport Director

Please see below for an overview of past airport projects where Boingo has met the scope of services defined in Exhibits A and B.

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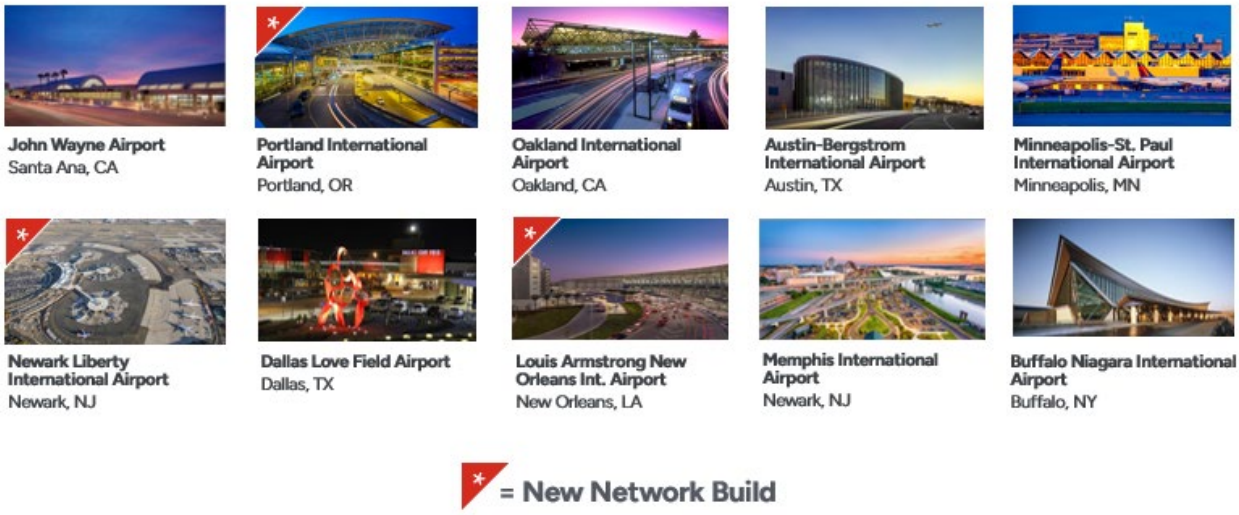
A Trusted Partner of Iconic Airports



b. Include a comprehensive overview of the company's experience in financing, designing, building, managing, operating, and maintaining a Cellular DAS and Public Wi-Fi.

In addition to our experience in the aviation and transportation industry, Boingo has direct, real-world experience financing, designing, building, managing, operating, and maintaining Cellular DAS and Public Wi-Fi in high-traffic venues around the world. This practical experience enables our team to help the Authority make the best technology decisions today and well into the future. Venues near Burbank and around the world turn to Boingo for their DAS and Wi-Fi needs. Below is a summary of our diverse venue portfolio:

U.S. Military Ground and Air Bases: Boingo holds long-term contracts to provide comprehensive wireless connectivity, including high-speed Wi-Fi and cellular towers at military bases in the United States and abroad, including Camp Pendleton, MCAS Miramar, MCRD San Diego, Fort Irwin, Fort Hunter-Liggett, and Camp 29 Palms. We're proud to serve ~400,000 service members across **100+ bases worldwide**, with more bases added each year.

Sports and Entertainment Venues: Boingo's portfolio of sports (NFL, NBA, WNBA, NHL, MLB, MLS, NCAA) and entertainment arenas include Steve Balmer's new state-of-the-art Intuit Dome, Petco Park, Dodger Stadium, Hollywood Bowl, Soldier Field, Q2 Stadium, Delta Center, State Farm Arena, Hollywood Bowl, and many more. Our award-winning solutions help sports and entertainment venues **wow fans, streamline operations, and boost revenue**

Commercial Real Estate: Developers are turning to Boingo for next-generation wireless solutions to create smart buildings that increase efficiencies, build resilience, and generate new revenue. Boingo maintains long-standing agreements with Chicago's 1 North Wacker, Philadelphia's Cira Centre, and the State Farm headquarters campus.

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University and College Campuses: Leading educators rely on Boingo to increase operational efficiencies and fast-track smart building bottom-line benefits. Today, our networks support faculty, staff, students, and visitors at San Diego State University, Kansas State University, South Dakota State University, Kansas State University, and many others.

Experience in Key Areas

Financing. With a history spanning nearly 25 years, Boingo has secured the necessary funding to undertake significant wireless deployments. We work closely with clients, often structuring network deals that offset the initial investment through monetization, advertising, tenant services, retail, and revenue-sharing programs.

Designing. Boingo boasts an award-winning in-house design team that develops best-in-class neutral-host networks tailored to specific needs. Based on client needs, we custom design 5G infrastructure with cellular, Wi-Fi, and private network capabilities. Our designs consider use cases and desired outcomes, ensuring the infrastructure is fit for purpose.

Building. Boingo has over 20 years of experience with converged network installation in new and existing large venues, working alongside other trades on all shifts, building out head ends in new shelters or into existing spaces, integrating into existing IDFs, finding creative spaces for DAS remotes and infrastructure, and mounting modern and inobtrusive antennas and APs in front and back-of-house spaces.

Managing. Boingo's Network Operations Center (NOC) is a 24x7x365 operation that actively monitors network performance, ensuring high uptime. This allows potential issues to be identified and quickly addressed, reducing potential downtime. Boingo also manages customer care and provides a full security service suite.

Operating. Boingo's commitment to uptime means we constantly evaluate the performance of our networks and look for areas of improvement. BUR's dedicated account manager will ensure the Authority has the support it needs and offer preventative maintenance programs, ensuring long-term reliability.

Maintaining. As a long-term partner, Boingo ensures upgrades are timely and meet clients' ongoing needs. Through our 24x7x365 NOC, we offer continuous monitoring and maintenance. Boingo's dedicated Account Manager will also meet with the Authority weekly to review network status and onsite spare inventory updates, provide recommendations on revenue generation opportunities, and review potential upgrades.

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c. Provide a list of five references that demonstrate verifiable experience in providing these services: Two of the five references must be from public airports or other government agencies, where Respondent provided such services within the last five years. Specify the performance period for each of the five references ' contracts. Provide contact information for each of the references, including the name of the agency/company, street address, contact name, title/position, email address, and phone number from each reference company/ agency that can confirm the Respondent ' s experience. The preferred point of contact is representative who provides direct oversight and/or supervision of the contracted services. If the Authority cannot contact a listed reference and confirm experience due to inaccurate contact information, the proposal may be deemed nonresponsive and will be subject to rejection.

Please see the following pages detailing Boingo's references.

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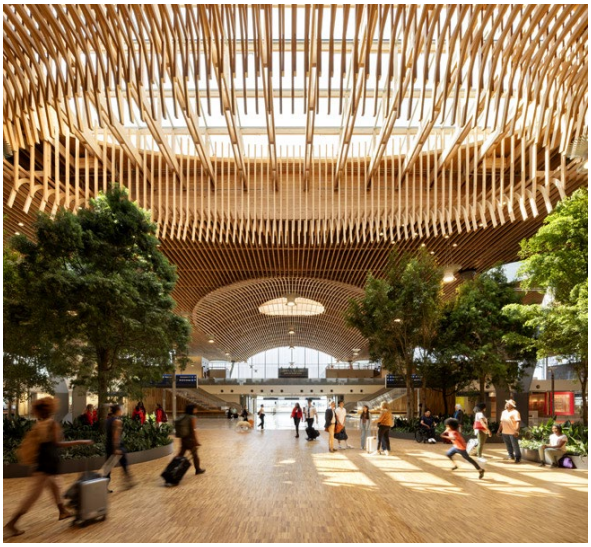
WITHIN LAST FIVE YEARS

Portland International Airport (PDX)
Portland, OR



Performance Period: 2019 – Present

- Modernization project began: April 2024
- Modernization project completed: August 2024
- Maintenance and management: ongoing

Contact Name: Machelle Campbell
Title/Position: Concessions Development Manager
Email Address: machelle.campbell@portofportland.com
Phone Number: 503.415.6472
Street Address: 7200 NE Airport Way, Portland, OR, 97218

Project Summary
Since 2019, Boingo has partnered with Portland International Airport as their Distributed Antenna System (DAS) and Wi-Fi provider. Recently, PDX completed a $2 billion modernization project, unveiled on August 14, 2024, where Boingo played a vital role by deploying a comprehensive cellular DAS. This involved installing more than 550 antennas and 250 remote units across 70 Intermediate Distribution Frames (IDFs), utilizing extensive conduit, coaxial cable (140,000 feet), and fiber optic cable (70,000 feet) to ensure robust wireless coverage. Through Continuous Wave testing, including inside aircraft, Boingo addressed unique coverage challenges, setting a new standard for airport DAS designs.

The Boingo solution at PDX extends beyond basic connectivity, prioritizing safety with an FM200 fire suppression system integrated with PDX's fire and life safety monitoring. This partnership reinforces PDX's reputation as a leading airport consistently recognized for excellence and shows that Boingo provides cutting-edge technology to enhance the airport experience for travelers and operators alike.

Significance for BUR: This project showcases our experience overcoming the challenges of DAS installation within a new construction environment, even amidst accelerated timelines and stringent safety protocols, ensuring comprehensive coverage from all three carriers and dependable high-speed service.

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Louis Armstrong New Orleans International Airport (MSY)
New Orleans, LA

Performance Period: 2019 – Present

- Project began: November 2018
- Project completed: June 2019
- Maintenance and management: ongoing

Contact Name: Frank Ruiz
Title/Position: Manager of Automated Systems
Email Address: fruiz@flymsy.com
Phone Number: 504.329.7658
Street Address: 1 Terminal Dr, Kenner, LA 70062

Project Summary
Boingo designed, built, and launched a 5G-ready neutral-host network, including cellular DAS and Wi-Fi, that delivers a reliable, seamless, and secure connected experience for MSY passengers, concessionaires, and staff. The program's success stemmed from Boingo's ability to join the MSY construction and architect team early in the process, enabling the wireless networks to be incorporated into the overall construction and design plan. Building in parallel provided economies of scale, minimized disruption, ensured architectural design aesthetics, and kept opening day on schedule.

Significance for BUR: The MSY success demonstrates Boingo's expertise in collaborating with airports, carriers and stakeholders in the design and build of greenfield DAS deployments. This experience showcases our ability to deliver a fully operational, high-speed converged network—cellular DAS and Wi-Fi—in a new airport environment, a key requirement for the BUR RFP.

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Intuit Dome
Inglewood, CA

Performance Period:
- Project began: July 2023
- Project completed: August 2024
- Maintenance and management: ongoing

Contact Name: George Hanna
Title/Position: Chief Technology and Digital Officer
Email Address: ghanna@clippers.com
Phone Number: 714.658.8734
Street Address: 3930 W. Century Blvd., Inglewood, CA 90303

Project Summary
Intuit Dome partnered with Boingo to deliver one of the most advanced and tech-forward fan experiences in sports and entertainment. Using a neutral host network that features a first-of-its-kind combination of 5G, private networks, and Wi-Fi 6/6E, Boingo designed and constructed the network in tandem with the arena build itself, ensuring optimal integration and coverage across every square foot. This purpose-driven infrastructure delivers a seamless, high-speed connection for fans, athletes, and staff, no matter where they are in the arena.

Key highlights for this project include:
- A 6 GHz Wi-Fi network with over 3,000 Access Points enabling a seamless connected fan experience and streamlined operations
- One of the largest private 5G networks in the country
- 5G coverage for all three Tier One carriers went live ahead of Intuit Dome's grand opening event on August 15, 2024

Notably, Intuit Dome's converged 5G network supports myriad cutting-edge technologies to include AI concession stands and checkout-free technology, mobile ticketing, automated parking, and interactive seat lighting and armrests that feature built-in controllers to communicate with the arena's massive 4K halo screen. The 5G and Wi-Fi also support thousands of cameras throughout Intuit Dome, enabling facial recognition, a parallel reality wall, and arena security for a truly safe and fan-centric experience.

Significance for BUR: The Intuit Dome project demonstrates Boingo's expertise in deploying cutting-edge, converged private 5G, cellular DAS, and Wi-Fi networks in a large, high-demand venue. This success highlights our ability to design and construct a high-capacity network, align with aesthetic parameters, meet challenging build timelines, and open with all three carriers on Day 1 in the LA market.

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ADDITIONAL REFERENCES

John Wayne Airport (SNA)
Santa Ana, CA

Performance Period: 2013 – Present
- Maintenance and management: ongoing

Contact Name: Will Bodgan
Title/Position: IT Manager
Email Address: wbogdan@ocair.com
Phone Number: 949.375.2514
Street Address: 18601 Airport Way, Santa Ana, CA 92707

Project Summary
Since 2013, Boingo has been SNA's exclusive provider of public Wi-Fi and neutral host DAS, implementing a series of network enhancements, including AP densification, Wi-Fi speed increases, splash page enhancements, and 5G upgrades. These improvements raised passenger satisfaction scores, placing SNA #1 on Ookla's 2022 fastest airport Wi-Fi report. In July 2023, Boingo and SNA executed a 10-year contract extension that included a new Wi-Fi 6 network that was launched in Summer 2024. During this new term, Boingo expanded Wi-Fi and DAS coverage to SNA's high-traffic areas, including CBP security checkpoints, rideshare pick-up, and parking areas.

Significance for BUR: Our work at SNA showcases Boingo's ability to provide upgrades post-contract award, including a Wi-Fi 6 upgrade to meet the airport's growing needs. The example is also testament to Boingo's focus on customer service and our ability to build and maintain strong relationships by listening to our airport partners, collaborating and working together to achieve the airport's goals.

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Memphis International Airport (MEM)
Memphis, TN

Performance Period: 2010 – Present

- Phase I – Wi-Fi Launch: 2010
- Phase II – DAS Launch: 2014
- Phase III – Wi-Fi and DAS Expansions: 2017
- Phase IV – MEM Modernization Wi-Fi and DAS Expansion: 2020

Contact Name: David Ritter
Title/Position: Director of Information Technology
Email Address: dritter@flymemphis.com
Phone Number: 901.922.0107
Street Address: 2491 Winchester Rd, Memphis, TN 38116

Project Summary
Boingo and Memphis International Airport have been strategic partners since 2010, a collaboration that has steadily evolved through four distinct phases. It began with the successful launch of basic Wi-Fi service in 2010, offering essential connectivity for passengers during Phase I. Four years later, Phase II saw the introduction of a DAS, significantly improving network coverage and communication throughout the airport. The partnership continued its growth in 2017, with Phase III bringing expansions to the Wi-Fi and DAS networks, accommodating the ever-growing demands of tech-dependent travelers. This strategic journey culminated in Phase IV in 2020, the MEM Modernization project. Here, Boingo invested substantially in infrastructure and cutting-edge Passpoint technology, delivering high-capacity, secure connectivity for authorized mobile devices, solidifying their long-term commitment to enhancing the airport's technology landscape.

Significance for BUR: This long-standing partnership with Memphis International Airport demonstrates Boingo's ability to manage, operate, and maintain a cellular DAS and Wi-Fi network. The network has evolved through multiple phases over several years, showing our ability to expand and modernize a long-standing network.

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4. PROJECT ORGANIZATION AND KEY PERSONNEL

Respondent shall provide an organization chart showing: (i) all names, titles, and roles of individuals who will be assigned to the provision of services; (ii) the Corporate Account Manager, (iii) each key person on the services team, (iv) the role each will play in the provision of services, and (v) a written assurance that the listed key individuals will be performing the responsibilities as assigned and will not be substituted with other personnel or reassigned to another service contract without the Authority's prior written approval.

BUR's Service Team

The proposed key services team below will serve as the main advocates for the Authority and its initiatives. The Authority's ambitious goals require a partner that is a technology leader and innovator who can bring the right people with first-hand experience to oversee connectivity at BUR. Additionally, Boingo confirms that the listed key individuals will be performing the responsibilities as assigned and will not be substituted without the the Authority's written approval. The proposed project team Boingo has selected for BUR are:

- Stephanie Gray, Senior Director of Business Development
- Bryan Thackwell, Senior RF Engineer
- Brian Churchman, Senior Director of Operations
- Adam Smith, Program Manager
- Jason Eley, Corporate Account Manager
- Randy Moore, Senior NOC Manager
- Ken MacDonald, Senior Director of Operations

Boingo's BUR service team organizational chart is below. The chart includes names, titles, and roles of individuals assigned to the provision of services, including Jason Eley, BUR's Corporate Account Manager. The following pages further detail each key member's role and duties.

Respondent shall provide resumes (limited to two pages per person) of all service team members and other key personnel anticipated to be assigned to the Authority, including any professional licenses and/or registration information, appropriate certifications, or other similar, pertinent credentials.

Following the organization chart are one-page resumes of all service team members and other key personnel.

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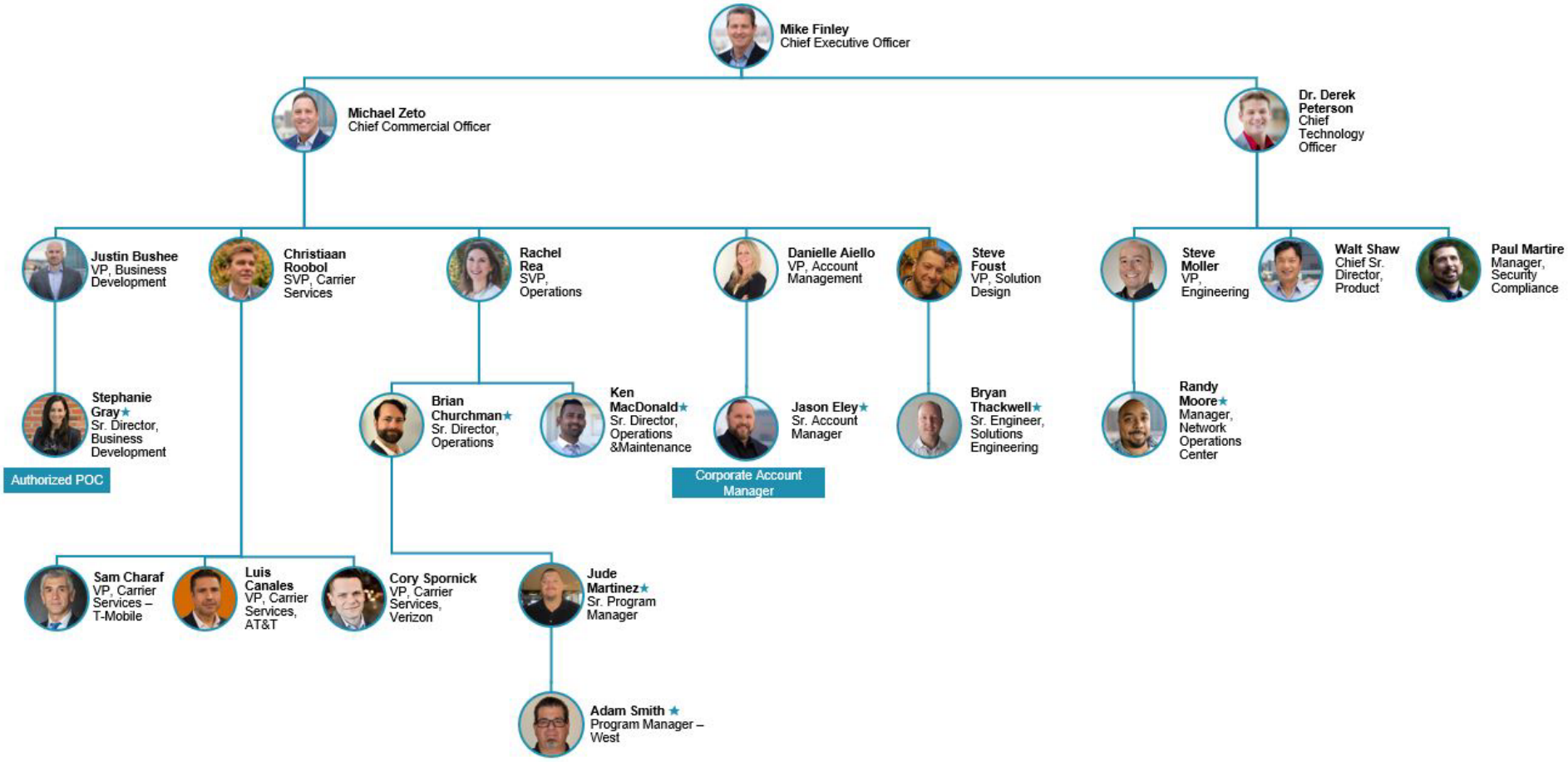
★ BUR's Service Team



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Michael J. Zeto III

EXECUTIVE SPONSOR
Chief Commercial Officer

Michael J. Zeto III is a seasoned technology executive and telecom operator with a successful track record of leading high-growth initiatives for Fortune 100 brands and emerging businesses. In his role as chief commercial officer (CCO) at Boingo Wireless, Michael leads all aspects of the company's global innovation and growth strategies. He is directly responsible for sales, carrier relationships, account management, operations, and end-to-end network designs, builds, and deployments across 5G, CBRS, Wi-Fi6/6E/7, IoT and private networks. Michael is focused on bringing the promise of 5G and digital transformation to large venues and enterprises worldwide, supporting Boingo's airport, stadium, commercial real estate, manufacturing, healthcare, and smart city partners.

Before Boingo, Michael was vice president of IoT solutions and founder and general manager for AT&T's smart cities and emerging IoT solutions. In this role, he led the business unit's strategy, product development, business development, and go-to-market plan. He was responsible for IoT-related smart cities, drones, FirstNet, and public-private partnerships. Michael previously served as AT&T's director of strategy in the mobile and business solutions organization, focused on emerging growth opportunities across IoT, big data, consumer engagement, and cloud technologies.

Before joining AT&T, Michael co-founded and served as CEO of Proximus Mobility, a location-based consumer engagement software company. His career also includes several general management, corporate development, and enterprise sales positions with leading technology companies.

Michael mentors and advises early-stage entrepreneurs throughout the U.S. and speaks at events to promote innovation, entrepreneurship, and intrapreneurship.

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Justin Bushee

Vice President of Business Development

EXPERIENCE

As Vice President of Business Development, Justin is responsible for leading our Business Development team to anticipate and identify client needs, as well as delivering innovative solutions that exceed venue and customer expectations. Justin brings over 15 years of experience in the wireless industry leading various sales organizations at AT&T and Sprint.

EDUCATION AND TRAINING

Mount Saint Mary's University
MBA in Organizational Leadership

Georgetown University
Bachelor of Arts in Economics

PREVIOUS ROLES

Boingo Wireless, Inc.

- Vice President, Business Development 2021 – Present
- Sr. Director, Business Development 2020 – 2021
- Director, Business Development 2018 – 2020

Sprint

- Director, Enterprise Sales 2017 – 2018
- Corporate Sales Manager 2015 – 2017

AT&T

- Global Account Manager 2011 – 2015
- Regional Sales Manager 2006 – 2011

PROJECT EXPERIENCE

- Intuit Dome
- San Diego State University
- Dodgers Stadium
- Citi Field
- Phoenix Sky Harbor International Airport
- Louis Armstrong New Orleans International Airport
- Penn Station
- Rock Center

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Stephanie Gray

Senior Director of Business Development

EXPERIENCE

Stephanie leverages over 12 years of experience working in the wireless industry and brings a comprehensive background from all major facets of the wireless ecosystem. Throughout her career, she has successfully developed strategic national relationships with large public venues having negotiated over 70 DAS agreements with owners across the transportation, commercial real estate, hospitality, retail, sports and entertainment, higher education, and healthcare verticals.

EDUCATION AND TRAINING

John Cabot University
Bachelor of Arts in International Affairs

PREVIOUS ROLES

Boingo Wireless, Inc.

- Sr. Director, Business Development 2022 – Present

Airwavz Solutions, Inc.

- Vice President Marketing & Communications 2019 – 2022

Mobilitie

- Sr. Director Wireless Coverage Solutions 2013 – 2019

PROJECT EXPERIENCE

- Las Vegs Convention Center
- BMO Stadium
- City National Plaza
- USC (Student Section Wi-Fi)
- Venetian Resort
- Bay Area Rapid Transit (BART)
- Camping World Stadium (DAS + Wi-Fi)
- Sound Transit
- Tacoma Dome (DAS + Wi-Fi)
- Greater Tacoma Convention and Trade Center (DAS + Wi-Fi)

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Jason Eley

Senior Account Manager

EXPERIENCE

Jason is a telecommunication professional with over a decade of experience specializing in airport Wi-Fi solutions. Over the past seven years, he has managed Boingo's airport accounts, focusing on optimizing connectivity. Jason actively contributes to crucial technology projects in airports, including Passpoint migrations and tenant service enhancements. Additionally, Jason is committed to mentoring future professionals, previously involved in UCLA's tech industry mentorship program.

EDUCATION AND TRAINING

The University of Georgia
Bachelor of Business Administration in Finance

PREVIOUS ROLES

Boingo Wireless, Inc.

- Senior Account Manager 2020 – Present
- Account Management, Operations Manager 2017 – 2020

DirecTV/AT&T/VXI

- Coordinator/team lead 2015 – 2017

PROJECT EXPERIENCE

- 6+ years of oversight of all tenant connections across the Boingo footprint
- Subject matter expert (SME): Airport Wi-Fi, Passpoint protocols, tenant service implementation and commissioning
- Oversight of Boingo venues in Southern California, including Dodger Stadium, Intuit Dome (under construction), Hollywood Bowl, and John Wayne Airport

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Bryan Thackwell

Senior RF Engineer

EXPERIENCE

Bryan has 30 years of telecom experience, including 14 years of designing and deploying in-building neutral host systems and four years of private wireless network experience. As the lead system architect for Boingo's wireless infrastructure, Bryan creates network designs from concept to final phases while providing engineering support during launch, testing, proof of concept (POC), and pilot phases. As a U.S. Army Veteran, Bryan holds numerous decorations and certifications, including a Department of Defense Top Secret Security Clearance, three Army Commendation Medals, five Army Achievement Medals, an Expeditionary Service Medal, and a Humanitarian Service Medal.

EDUCATION AND TRAINING

DeVry University
UMTS Engineering Courses – 2008

PREVIOUS ROLES

Boingo Wireless, Inc.
- Senior RF Engineer 2022 – Present

Pierson Wireless
- Director Advance Solutions & Development 2021 – 2022

Crown Castle
- RF Engineer 2017 – 2020

Repeated Signal Solutions
- Process Development Mgr/Sr. RF Engineer 2011 – 2017

T-Mobile
- Senior RF Engineer 2008 – 2011

PROJECT CERTIFICATIONS

- Dale Carnegie Management Course 2017
- iBwave Level 3 Certified 2016
- DAS Commissioning Certifications (multiple platforms)
- Ericsson UMTS Radio Access Network courses 2010
- 3G/EVDO Engineering Course 2005
- EVDO Optimization Course
- RF CDMA Engineering Course 2001

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Brian Churchman

Senior Director of Operations

EXPERIENCE

Brian will continue to manage the design and construction phases of the BUR project and future upgrades and expansions. Before Boingo, Brian worked as Vinculums's project manager, arranging transport for AT&T special events. For Raytheon, he was the RF communications lead at the South Pole. Brian also worked for Sprint/Nextel, where he was responsible for the performance of first Detroit and then San Francisco Sprint and Nextel cellular networks. His experience spans all project phases: initial venue engagement to planning, installation, closeout, and ongoing optimization and maintenance. Brian is a United States Air Force decorated veteran.

EDUCATION AND TRAINING

US Air Force

Satellite Communications Technician Course

PREVIOUS ROLES

Boingo Wireless, Inc.

- Senior Director — 2014 – Present

Princess Cruises

- Systems Administrator — 2010

PROJECT EXPERIENCE

- John Wayne Airport
- Gonzaga University
- F5 Tower in Seattle
- Spokane Veterans Memorial Arena
- Angel of the Winds Arena
- Portland International Airport
- Salesforce Transit Center
- All five major airports in Hawaii
- Vivint Smart Home Arena
- University of Arizona

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Adam Smith

Program Manager – West

EXPERIENCE

Adam manages all designated projects and their associated budgets and schedules, including coordinating all deliverables and requirements of the cross-functional project team that comprises internal and external customers. His experience includes managing network installations and deployment at Phoenix International Airport, Intuit Dome, University of Arizona McKale Center, Bell Bank/Legacy Sports Park, Gila River Resorts and Casino, and the private wireless network for Costco locations nationwide. Adam has served the wireless industry since 1999, working with leading OEM Ericsson as senior Construction Manager and Alcatel/Lucent as Construction Manager. He also partnered with the AT&T Wireless affiliate, Cricket Communications, to roll out their initial personal communications service (PCS) networks in Denver, CO.

EDUCATION AND TRAINING

Villanueva University
Project Management

CERTIFICATIONS

OSHA 30

PREVIOUS ROLES

Boingo Wireless, Inc.
- Program Manager 2021 – Present

Phoenix Tower International
- Regional Operations Manager-West Region 2021

InSite Wireless Group, LLC
- Tower Operations Manager – West Region 2020 – 2021

Crown Castle
- Maintenance Process Supervisor 2013 – 2020

PROJECT EXPERIENCE

- Los Angeles International Airport
- Phoenix International Airport
- Intuit Dome (current PM)
- University of Arizona McKale Center
- Bell Bank/Legacy Sports Park
- Isleta Amphitheater
- Gila River Resorts and Casino
- Costco (nationwide deployment)

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Walt Shaw

Senior Director of Product

EXPERIENCE

Walt manages the converged network solution for Boingo, overseeing the product development, delivery, and technology roadmap for public/private cellular, Wi-Fi, and IoT. Before Boingo, Walt managed the $1B+ Wi-Fi LAN access point portfolio while leading Cisco's Private 5G product strategy for over ten years. Walt has been intimately involved in prior wireless network deployments and use case developments at various high-impact consumer facing venues, such as Apple, Amazon, and Westfield retail stores and many leading airports, transportation hubs, and hospitality properties worldwide.

EDUCATION AND TRAINING

Santa Clara University

Master of Business Administration

Bachelor of Science in Electrical Engineering and Computer Science

PREVIOUS ROLES

Boingo Wireless, Inc.

- Senior Director of Product — 2021 – Present

Stealth Startup

- Product Consultant — 2020

Cisco

- Director of Product Management — 2014 – 2019
- Senior Product Line Manager — 2012 – 2014
- Product Line Manager — 2007 – 2012
- Senior RF Engineer — 2008 – 2011

Juniper Networks

- Senior Product Manager — 2005 – 2007

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Paul Martire

Manager of Security Compliance

EXPERIENCE

Paul leads the cybersecurity program at Boingo, overseeing governance, risk, compliance (GRC), and security operation activities to mitigate risks and meet compliance requirements. Paul has over 20 years of experience in cybersecurity program governance, risk management, compliance assessment, vendor security risk management, security awareness, and data center IT infrastructure management.

PREVIOUS ROLES

Boingo Wireless, Inc.

- Manager, Security compliance 2024 – Present
- Service Manager 2022 – 2024

Mediacom Communications

- Network Security Engineer – GRC 2016 – 2022

KPMG

- Associate Director 2002 – 2016

Alamo EMS

- Systems Manager 1994 – 2002

CERTIFICATIONS

- PCI ISA – 2018
- ISC2 CISSP – 2016

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Ken MacDonald

Sr. Director of Operations & Maintenance

EXPERIENCE

Ken oversees Boingo's corporate Operations and Maintenance department. In this role, Ken works with the regional Operations team to support Boingo processes, training, break-fix finances, and meeting network performance meets Standard Level Agreements. Ken has over 10 years of telecommunication experience.

PREVIOUS ROLES

Boingo Wireless, Inc.

- Sr. Director, Operations & Maintenance 2022 – Present
- Director, Operations & Maintenance 2020 – 2022
- Director, Integration & Operations 2018 – 2020
- Sr. Field Operations Manager 2016 – 2018

Samsung Telecommunications America

- Project Manager 2012 – 2016

Ericsson/Clearwire

- Field Engineer 2009 – 2012

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Randy Moore

Sr. Network Operations Manager

EXPERIENCE

Randy will oversee the team responsible for providing 24x7x365 network monitoring, maintenance, and ongoing operations to ensure optimal uptime and operational efficiency. Randy has over 20 years of experience in network and IT operations and service at EarthLink, Charter Communications, and The Marines.

PREVIOUS ROLES

Boingo Wireless, Inc.

- Sr. Network Operations Center Manager 2023 – Present
- Network Operations Supervisor 2022 – 2023
- Sr. Network Operations Center Analyst 2010 – 2022

Charter Communications

- HSD Specialist 2001 – 2006

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5. PROPOSED APPROACH

Describe the services and activities that your firm proposes to provide the Authority. Include the following information:

a. Describe your firm's proposed approach to services and activities described in Exhibit A and Exhibit B. Include information on the overall service tasks to demonstrate your understanding of the Authority's Cellular DAS and Public Wi-Fi needs.

We have included a brief overview below confirming our abilities to meet and exceed the detailed requirements related to a Cellular DAS and Public Wi-Fi system deployment in Exhibits A and B.

ADDRESSING EXHIBIT A: CELLULAR DAS

As BUR is currently undergoing a construction and modernization phase, Boingo possesses real-world experience building networks from the ground up while working in tandem with construction crews onsite. Our project history at various airports reflects the ability to provide high-quality, scalable, and reliable cellular coverage as required in the Exhibit A documents. Specifically, Boingo's past projects show we can deliver:

Design
Boingo understands the critical design requirements for a robust DAS and Wi-Fi solution at BUR. Our award-winning in-house design and engineering team has developed a comprehensive solution encompassing all necessary equipment and components for a converged network. This includes detailed considerations for space requirements within the designated Cellular DAS room, accompanied by drawings illustrating optimal antenna placement. Utilizing ***iBwave** for heat mapping and validation, our design accounts for forecasted user density and data traffic, ensuring increased capacity during peak seasons like the upcoming Super Bowl. The modular design allows for future scalability and expansion into new bands without requiring a complete system overhaul, minimizing costs and upgrade time. Furthermore, Boingo leverages its unique experience in the retail consumer space, with decades of adhering to strict U.S. and California data privacy laws to protect private personal information (PPI), a commitment further solidified by our Fortress Cybersecurity Award.
iBwave link access has been provided to Lana Aguilera. If the Authority requires additional users, please contact* **Stephanie Gray.

Cellular DAS Coordination
As seen on previous projects, Boingo holds weekly and monthly sessions with DBs, carriers, and venue stakeholders. These routine meetings align all parties on project objectives, milestones, and goals, emphasizing steps to meet construction timelines and removing barriers from doing so. More coordination efforts are detailed in the **Project Implementation Plan**. Additionally, Boingo meets with current venue clients and discusses how to upgrade current systems and plan for future technological advancements. Boingo's Sr. Director of Product, Walt Shaw, can meet with the Authority to prepare a one-year technology roadmap. For more information regarding Walt Shaw, view his resume in **Section 4: Project Organization and Key Personnel**.

Construction
Our installation resources include an extensive list of Boingo-qualified local and regional local electrical and low voltage contractors. These top local systems integrators, design houses, architectural and engineering firms, and installation and support contractors help to ensure a

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successful installation. Additionally, please see the **Detailed Parts List** for a breakdown of all materials required for this project.

Installation
Boingo confirms our capability to provide, install, and configure all equipment and software as specified in Exhibit A. Our extensive experience with prominent venues in Los Angeles and Southern California ensures our familiarity with and adherence to all applicable codes, ordinances, and regulations. Furthermore, we commit to a clean and organized installation process at every venue and strive to minimize any potential damage to existing infrastructure. Our design also includes enhanced Wi-Fi coverage for the garage.

Implementation
Boingo's project implementation plan details our processes regarding listed items such as labeling, relocations, and testing of all cables. Aligning with BUR's Passive Intermodulation Testing, Boingo utilizes Passive Intermodulation (PIM) rated components and shielded cabling to prevent interference with physically adjacent systems. Careful consideration is taken during installation to be sure coaxial cables are clear of any other public safety cables in common cable trays or conduit paths. All cabling and jumpers are checked to be sure dissimilar metals are not used and that all metals are corrosion resistant to prevent PIM on aging cable structures. Adequate sealing and weather proofing of connections is also a quality assurance check for PIM prevention.

Performance Testing
Our Test Plan Methodology, detailed below, is a comprehensive network test program which can be customized to include all requirements listed in Exhibit A. Additionally, Boingo confirms we will submit any test plans to the Authority and carriers for inspection and approval. As seen throughout our portfolio of venues, Boingo undergoes a detailed test plan methodology and works with the carriers for any specific testing. Boingo confirms that all testing will be done in the operation and maintenance phase. Please see below for a detailed description of Boingo's test plan methodology.

TEST PLAN METHODOLOGY			
TYPE	**WIRELESS**	**WIRED / NETWORK**	**SECURITY**
Pre-Work Surveys	• Identify existing RSSI, SNR, sources of interference, and current network speeds.	• Review existing network design. • Review network makeup (make/model/software version). • Review network usage trends. • Review network upgrade plan against the current network.	• Review current network security practices. • Review data from the existing SOC/NOC Security monitoring.

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TEST PLAN METHODOLOGY			
Phase 1 Upgrade	• Post site survey. • Install aps to facilitate better RF coverage and performance. • Tune RF (where applicable) to provide the best coverage possible for the existing RF environment.	• Update network equipment to provide up to date bugfix/security coverage. • Configure network equipment to operate in the current network.	• Transfer existing firewall policies to net NGFW platform. • Review security policies with stakeholders and make suggestions to the current policies to adhere to industry best practices.
Phase 1 Test / Validation	• Team will validate: • RF coverage • Application performance • Network speeds • Jitter/latency • Post validation QA team will provide documentation and reports for the network performance. • Any issues identified by QA team will be addressed prior to network certification.	• Same as wireless test / validation process.	• Network team will validate NGFW policies to verify they meet the industry best practices and stakeholder requirements.

Operation & Maintenance

Boingo guarantees 99.9% network availability uptime through a proactive and comprehensive network operations center (NOC) equipped with both commercial and in-house tools. This advanced system provides real-time control and visibility, verifying device status and service quality from the customer all the way to the internet or cellular network. This enables the NOC to not only monitor network status and device functionality, but also collect, warehouse, and analyze extensive data for both scheduled and on-demand performance reviews, ensuring strict adherence to Service Level Agreements (SLAs).

Crucially, our system aggregates all detected outages, defects, degradations, and threats into a unified event management interface, triggering a rigorous workflow encompassing verification, impact assessment, severity assignment, communication, diagnostics, and swift dispatch of fix agents. This proactive monitoring drastically reduces restoration times compared to traditional methods that only assess network performance at a more aggregated level. Moreover, event status and resolution are meticulously tracked in a ticketing system with customized update and escalation schedules, guaranteeing timely communication and resolution during critical service-impacting events. For more information, please see our **DAS and Wi-Fi Maintenance Plan,**

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which includes our comprehensive preventative maintenance plan, corrective action plan, and performance and usage reports.

Below is an example severity matrix, which can be personalized according to BUR's needs.

SLA - SEVERITY MATRIX		
Severity	**Impact**	**SLA***
Priority 1	**70-100% service outage**	**Notify:** 20 Mins **Resolve:** 4 Hrs
Priority 2	**30-69% service outage or severe degradation**	**Notify:** 20 Mins **Resolve:** 6 Hrs
Priority 3	**5-29% service outage or minor degradation**	**Notify:** 1 Hr **Resolve:** 24 Hrs
Priority 4	**<5% service outage and non-service-impacting alerts**	**Notify:** 1 Hr **Resolve:** 3 Days

*Calculated as the meantime over one calendar month.

Boingo's NOC is strategically located across our Los Angeles and Frisco offices. Our dedicated team specializes in turnkey solutions that monitor, manage, and maintain the network in real-time using industry-standard systems. The Escalation Matrix and Notification Types table below details Boingo's process of mobilizing staff members to support incidents at BUR.

NOC ESCALATION MATRIX		
Tier 1 – Network Operations Support (NOC)	Boingo NOC	noc@boingo.com 877-726-4646 Hours: 24/7
Tier 2 – Sr. Manager, NOC	Randy Moore	rmoore@boingo.com (310) 405-8520 Hours: 24/7
Tier 3 – VP, Network Operations	Steve Moller	smoller@boingo.com (310) 309-5903 Hours: 24/7

Additionally, Boingo uses a strict Change Management policy, regardless of whether the change has any customer impact. Any time a system is modified, a change ticket must be opened and approved before completing any activity. A Change Management call occurs every day at noon, during which each change is reviewed by the person implementing the change. Emergency changes can be completed as needed without prior approval and are reviewed the following day on the change management call before the ticket is closed. Once approved, the change will occur as scheduled, and the ticket will be closed. Detailed reporting of changes can then be tracked and used to identify common issues or evaluate forensic systems.

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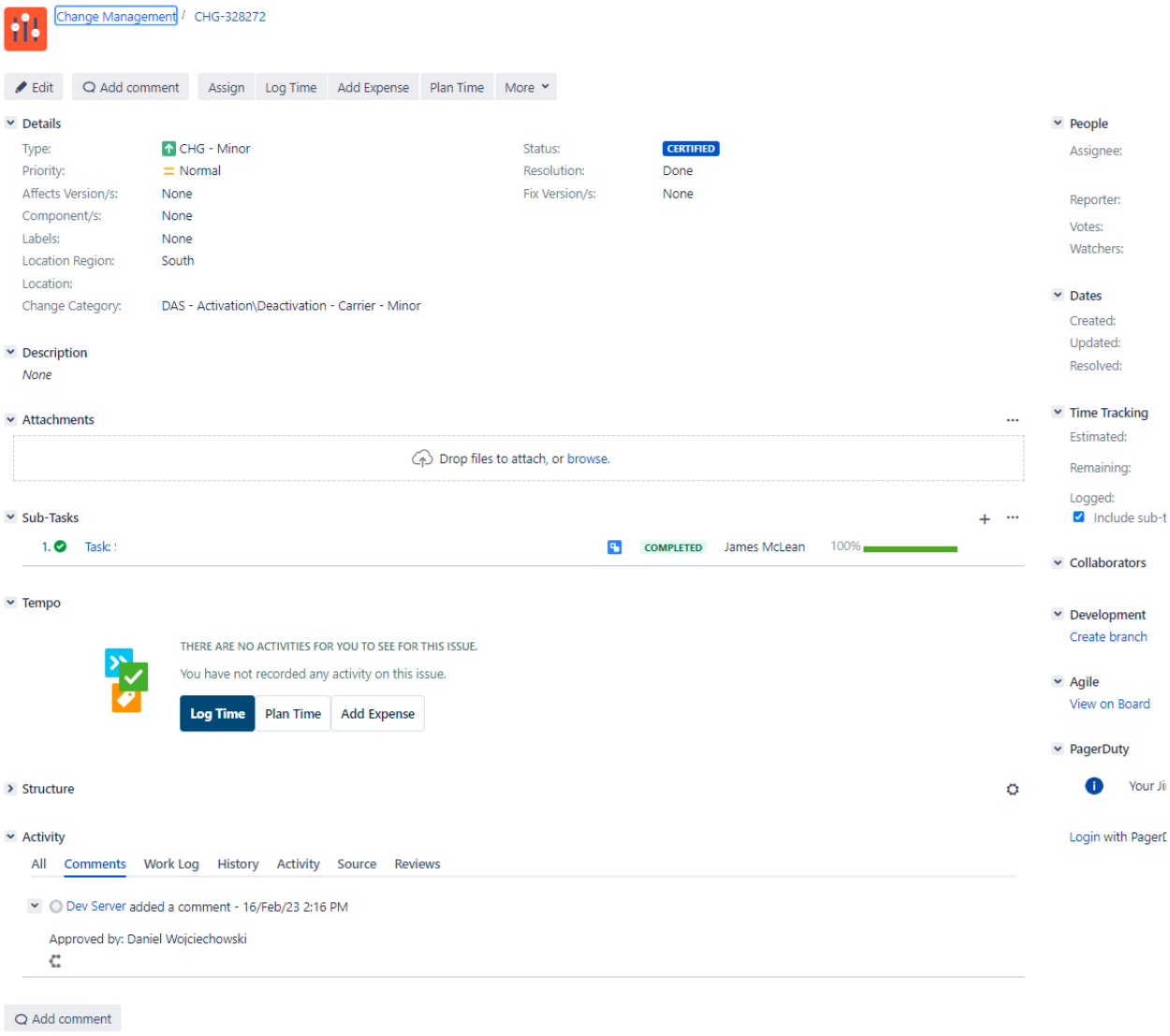
Change Ticket Example



ADDRESSING EXHIBIT B: PUBLIC WI-FI

Boingo's expertise in deploying and managing public Wi-Fi networks at airports and other venues indicates a strong capacity to meet the requirements of Exhibit B. We acknowledge the requirements set forth in Exhibit B, and will provide the Authority with:

Design

Boingo will leverage our expertise in building and managing robust, revenue-generating, and compliant Wi-Fi networks. Our solution ensures seamless roaming, providing passengers with uninterrupted connectivity as they navigate the airport. We will utilize our experience in commercial Wi-Fi deployments to maximize revenue generation through strategic advertising and partnerships, including monetized splash pages and potential cellular offload on the Wi-Fi network. Furthermore, Boingo's infrastructure will incorporate multi-band support, encompassing

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the latest Wi-Fi standards such as 2.4 GHz, 5 GHz, and 6 GHz along with Bluetooth 5 (BLE5) capabilities. Above all, Boingo remains committed to regulatory compliance, adhering to all applicable policies and regulations set forth by the FCC, the State of California, and the City of Burbank.

Construction
Boingo's previous experience details our success in performing all associated tasks, including coordination with DB contractor requirements, at other projects similar to the new construction and modernization at BUR. For further information, see the proposed **Implementation Plan**.

Installation
We are experts at installing, testing, and commissioning high-capacity public Wi-Fi systems. Boingo will submit all design details, including physical locations of all devices in AutoCAD, to the Authority for approval prior to commencement. Additionally, we have provided the Authority a detailed **Parts List**, featuring all system components. Boingo also agrees to work with the Authority to upgrade APs every five years, or as needed.

Operations and Maintenance
Boingo prioritizes security with advanced measures like WPA2 Enterprise, WPA3, and 802.1X authentication. We maintain consistent Wi-Fi performance through a comprehensive network monitoring plan and offer 24/7 user support to ensure high satisfaction. For more information, please see our see our **DAS and Wi-Fi Maintenance Plan**.

Testing
Boingo is committed to providing quality networks for our partners. As part of this commitment, we conduct comprehensive interference testing and analysis to protect Public Safety frequencies used by operational personnel, concession staff, and security from interference. When a commercial carrier proposes collocating its wireless system in the same structure as a Public Safety system, several interference scenarios exist to evaluate. To determine if interference is anticipated, Boingo will conduct an Intermodulation Analysis. This study will assess the following sources of interference:

- Transmitter Noise; Receiver Desensitization.
- Transmitter Inter-modulation; Receiver Inter-modulation.
- Transmitter Spurious Radiation; Receiver Spurious Radiation.
- Co-Channel Interference; Adjacent-Channel Interference.
- Any other additional tests required by the Authority, including FAT and UAT.

Additionally, Boingo's dedicated quality assurance team ensures the quality of all work and will use the testing objectives and strategies below to provide a seamless connection for all network users. Boingo also confirms that our staff have at least three years of hands-on experience and official training with the proposed technology.

BOINGO QUALITY ASSURANCE TESTING STRATEGY OVERVIEW		
ITEM	**TESTING OBJECTIVE**	**TESTING STRATEGY**

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Network Coverage	• Coverage throughout required service areas in the scope of work.	• Boingo QA and Operations teams conduct site survey walks, using specialized tools to verify that our wireless networks provide adequate coverage throughout all areas within scope.
Network Quality	• Performance for each venue's service type. • User experience for each unique service type.	• Leverage our quality assurance test plans that assess the user experience. • QA team measures network speed (signal strength, upload/download speed, latency, and other network aspects) from user perspective.
Service Availability & Monitoring	• 24x7x365 service availability. • 24x7x365 monitoring and uptime per specified SLAs.	• QA and Network Operations Center (NOC) teams use data generated via our systems (log files) and production systems. (traps/alerts) to validate that all areas within our networks are performing at optimal levels and available for our end users.
End User Access and Authentication	• In-venue user onboarding and authentication for service type. • Lab testing to replicate in-venue user experience.	• QA tests that end users can get online through various methods, including via: – Connection Portal – Passpoint – MAC Authentication – Boingo's Wi-Finder App • QA team conducts in-venue testing with various tools to: – Track test cases and defects (bugs). – Confirm the performance of Boingo systems (software, hardware, networks). • For diagnoses and fixes, we can extend any venue's physical network into our state-of-the-art lab to mimic real production issues. – Our state-of-the-art lab examines different access points (APs), RF chambers, various devices (laptops, tablets, mobile phones) and QA team-specific systems for testing pre-production code. • QA team uses various trailblazing tools (Ekahau, iBwave Scanners, Spirent Load Test Generation Tool, nPerf, Speedtest, etc.) to measure different network/RF characteristics. • QA team utilizes in-house and commercial automation tools (SILK, Selenium, Epitiro, Visualware, etc.) to automate test execution and monitor venue networks.

Documentation

To document progress and stay on schedule, Boingo will conduct regular project status meetings with the Authority and the wireless carriers. Boingo will facilitate project documentation and status

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reports. Reports will outline project progress with the percentage of tasks and subtasks completed, major milestones, issues, proposed mitigation, scheduled changes, and/or any other related information for the Authority and wireless carriers to assess the status of the project adequately. Documentation will be maintained on site in paper and electronic format to include but not limited to:

- As-Built Documents, APs and Associated Components Settings and Configuration, and wireless system diagrams
- Drawings and pictures depicting the location of each wireless device
- Operations and Maintenance and Equipment Manuals
- Maintenance Schedule, Preventative Maintenance Records, and Repair Records
- Maintenance Company Contact Information
- Troubleshooting Guide
- Product Data and Manufacturer Cut-Sheets
- Warranty Information and Contact
- Manufacturer's Product and Installation Certificate
- Logs of field test data (permanent users, troubleshooting, replacement, expansion, and replacements)
- Labeling Scheme
- Spare Parts List

Spares
Boingo provides a spare management plan for all venues. The Boingo Operations team will work to have 5%-10% spares available for BUR. Critical components are preferably stored at the venue. If not, the local Field Engineer or subcontractor will hold on to it. At the same time, non-critical parts that are needed regularly will be kept regionally at a warehouse or with a subcontractor. All other parts are held centrally at a warehouse where the team can "order" gear via overnight shipping.

Software and Licenses
Boingo confirms to provide the Authority with all manufacturer-released, developer-released, proprietary, and non-proprietary software and firmware upgrades and respective licenses for wireless systems, at no additional costs. Also, detailed in the following sections for the Authority, Boingo has included our upgrade methodology to ensure that the system remains up to date with all software upgrades.

Warranty
Boingo confirms that the warranty for the Wi-Fi solution will begin once it has been accepted at BUR. We will provide electronic copies of all warranties and system documents. Additional warranty information is detailed in sections below.

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b. Detail the allocation of tasks within the Respondent's team and describe the involvement of Authority staff in the process.

CORE SERVICE TEAM

POINT OF CONTACT FOR THE AUTHORITY

Stephanie Gray, Sr. Director of Business Development

Stephanie leverages over 12 years of experience working in the wireless industry and brings a comprehensive background from all major facets of the wireless ecosystem, including her roles with Powerwave Technologies, BTI Wireless, RF Connect, Mobilitie, and Airwavz Solutions. She has successfully developed strategic national relationships with large public venues having negotiated over 70 agreements with owners across the commercial real estate, hospitality, transportation, retail, sports and entertainment, higher education, and healthcare verticals. Some of these venues include Las Vegas Convention Center, Dream Hotel, Palms Hotel and Casino, Venetian Resort, Ball Arena, Dick's Sporting Goods Park, Bay Area Rapid Transit (BART), Camping World Stadium, Soboba Hotel and Casino, BMO Stadium, City National Plaza, Sound Transit, and the Tacoma Dome. Stephanie received her B.A. in International Affairs from John Cabot University in Rome, Italy.

BUR Responsibilities

For BUR, Stephanie will be the cross-functional liaison during contract negotiations and lead discussions with Boingo's carrier team.

PROJECT MANAGER

Adam Smith, Program Manager – West

Adam manages all designated projects and their associated budgets and schedules, including coordinating all deliverables and requirements of the cross-functional project team that comprises internal and external customers. His experience includes managing network installations and deployment at Phoenix International Airport, Intuit Dome, University of Arizona McKale Center, Bell Bank/Legacy Sports Park, Gila River Resorts and Casino, and the private wireless network for Costco locations nationwide. Adam has served the wireless industry since 1999, working with leading OEM Ericsson as senior Construction Manager and Alcatel/Lucent as Construction Manager. He also partnered with the AT&T Wireless affiliate, Cricket Communications, to roll out their initial personal communications service (PCS) networks in Denver, CO.

BUR Responsibilities

Adam will serve as the dedicated Operations contact for the project, ensuring availability for core business hours. Adam will work on site.

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CORPORATE ACCOUNT MANAGER

Jason Eley, Senior Account Manager

Jason is a telecommunication professional with over a decade of experience specializing in airport Wi-Fi solutions. Over the past seven years, he has managed Boingo's airport accounts, focusing on optimizing connectivity. Jason actively contributes to crucial technology projects at airports, including Passpoint migrations and tenant service enhancements.

BUR Responsibilities

Jason will act as the cross-functional liaison throughout the contract lifecycle.

Bryan Thackwell, Senior RF Engineer

Bryan will be the lead system architect for the solution. He will create network designs from the conception through final phases and provide engineering support during launch, testing, POC, and pilot phases.

BUR Responsibilities

For this project, Bryan will be the lead system engineer for the wireless infrastructure. He will create network designs from the conceptual through final phases and provide engineering support during launch and testing phases.

Brian Churchman, Senior Director of Operations

Brian is responsible for overseeing the execution of Boingo's DAS networks on the West Coast and is a crucial touchpoint for our partners. He plays a major role in the deployments at Gonzaga University, F5 Tower/The Mark, Spokane Veterans Memorial Arena, Xfinity Arena, Salesforce Transit Center, and Delta Center. Prior to joining Boingo, Brian worked as a Project Manager at Vinculums where he served as the single point of contact arranging transport for AT&T Special Events COWs (Cell Sites on Wheels). His experience spans all project phases from site walks to planning to install. He also worked at Sprint as an RF Tech II where he was responsible for the performance of San Francisco Sprint and Nextel cellular networks.

BUR Responsibilities

Brian will manage the design and construction phases of the project and future upgrades and expansions.

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Ken MacDonald, Sr. Director of Operations and Maintenance
Based out of Los Angeles, Ken is the Senior Director of Operations & Maintenance and oversees the day-to-day activities at Boingo's live venues. With a team of Boingo Field Engineers and Operations Managers, they manage DAS, Wi-Fi, CBRS, and Small Cell networks across the country at large commercial venues like SNA, LAX, HNL, PDX, ORD, Soldier Field, World Trade Center, and University of Arizona. Ken takes a proactive approach to managing networks and systems, getting ahead of issues or preventing them altogether.

BUR Responsibilities

Ken will oversee corporate Operations and Maintenance. Ken works with the regional Operations team to support Boingo processes, training, and break-fix finances while ensuring network performance meets SLAs.

Paul Martire, Manager of Security Compliance
Paul leads the cybersecurity program at Boingo, overseeing governance, risk, compliance (GRC), and security operation activities to mitigate risks and meet compliance requirements.

BUR Responsibilities

Paul will verify BUR and Boingo security risks are mitigated and that compliance requirements are met.

Walt Shaw, Senior Director of Product
Walt manages the converged network solution for Boingo, overseeing the product development, delivery, and technology roadmap for public/private cellular, Wi-Fi, and IoT.

BUR Responsibilities

Walt will work with the Authority to provide a technology roadmap for the public/private cellular and Wi-Fi system in addition to ideating innovative use cases on both networks.

Randy Moore, Senior NOC Manager
Randy has over 13 years of experience operating within Boingo's 24/7/365 NOC and Service Desk center. Randy and his team will support the Owner by providing 24/7/365 remote monitoring and support of the Airport's network, adeptly and quickly resolving any issues that may arise. Currently, he oversees Boingo's incident management, change and release management, and service management for venues around the globe.

BUR Responsibilities

Randy will oversee the team responsible for providing 24/7/365 network monitoring, maintenance, and ongoing operations.

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EXECUTIVE SUPPORT

EXECUTIVE SPONSOR

Michael Zeto, Chief Commercial Officer

Michael is an established industry thought leader, recognized for driving innovation and growth and receiving multiple recognitions and awards. He mentors and advises early-stage entrepreneurs throughout the U.S. and speaks at events to promote innovation, entrepreneurship, and intrapreneurship.

Justin Bushee, Vice President of Business Development

Justin leads our Business Development team, anticipating and identifying client needs, as well as delivering innovative solutions that exceed venue and customer expectations. Justin brings over 15 years of experience in the wireless industry leading various sales organizations at AT&T and Sprint.

Rachel Rea, Senior Vice President of Operations

Rachel builds and operates wireless networks throughout the Northeast and is a recognized technology leader known for creating a strategic vision with a practical and efficient execution to achieve business goals. With over 20 years in the wireless industry, she has managed Business Development, Sales, RF Engineering, Project Implementation, PMO, Budget and Asset Management, Product Innovation, Operations, Real Estate, and Contract Management. Before Boingo, Rachel held national leadership roles with an OEM and a wireless operator. She also currently owns a Certified Women Owned Business. Her industry knowledge and experience, along with her vast network, enables her to creatively design, build, and operate venue-specific neutral-host wireless networks.

Christiaan Roobol, Senior Vice President of Carrier Services

Through executive-level relationships, Christiaan implements strategic partnership programs, bulk transactions, and master license agreements and oversees contract negotiations for network integration. With over 20 years of wireless infrastructure development and operations experience, Christiaan empowers his team is meeting or exceeding Boingo's standards to facilitate building the most advanced wireless networks for our customers. Originating in Research and Development, he is the author of 10 publications in international scientific journals and holder of 10 patents in the wireless industry.

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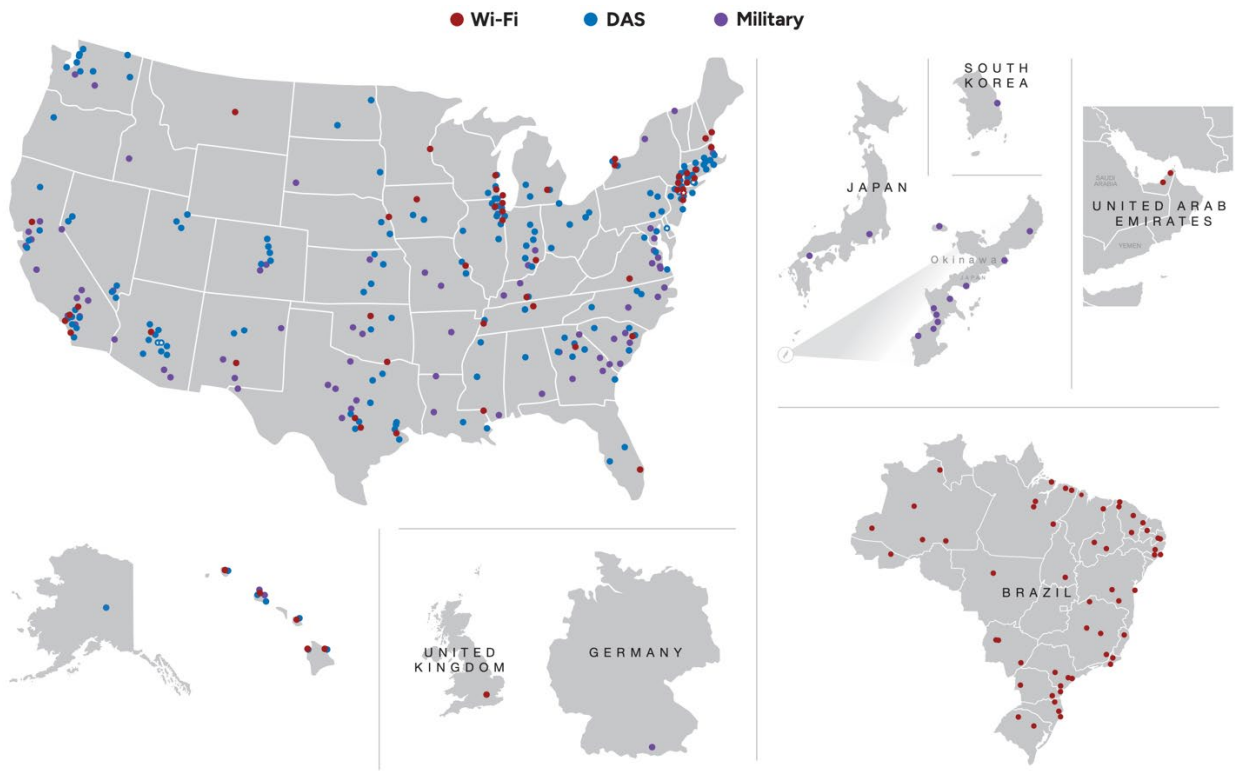
c. Describe any other asset, expertise, experience, data, or technology that provides your firm with a competitive edge or advantage. If you believe that your firm's approach to providing the described services is different or more effective than other firms providing the same services, describe those differences in methodology, staff roles and responsibilities, and documentation processes as applicable.

Boingo simplifies complex wireless challenges to connect people, businesses, and things. A wireless leader for nearly 25 years, Boingo designs, builds, and manages converged, neutral host public and private networks at major venues around the world. Our vast footprint of distributed antenna systems, Wi-Fi, small cells, and macro towers securely powers innovation and connectivity in airports, transit stations, stadiums, military bases, hospitals, commercial properties, and enterprises is unmatched. We are passionate about being the **best** and **elevating world-class customer experience** for our passengers. This is foundational to every Boingo employee, and we believe this is what sets Boingo apart. When you partner with Boingo, this is our commitment to you:

Best in class Neutral-host DAS & Wi-Fi Networks
Boingo is a national leader in the neutral-host DAS model and is known worldwide for fast, free, secure Wi-Fi. We are experts in implementing DAS, private networks, and Wi-Fi services in complex, large-scale, densely populated venues like BUR. We have deployed networks in over 100 airports globally, and as seen in the map below, our expertise extends beyond transportation hubs.



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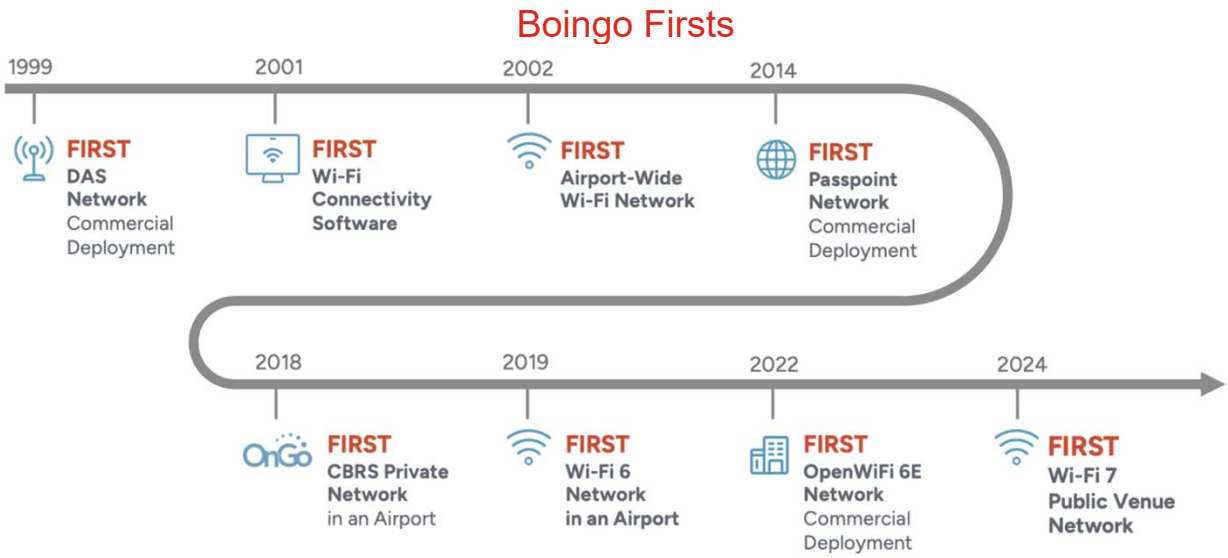
120+
Air and transportation venues

100+
Military bases

70+
Major sports and entertainment venues

Ongoing Network Upgrades
As technology evolves, passenger expectations increase. And as BUR's infrastructure is poised for reconstruction and modernization, Boingo is ready to respond with little to no downtime. We are pleased to share dozens of examples of expansions and renovations demonstrating our ability to deliver on this promise.

Continuous Innovation
We believe the more we innovate, the better we can help our partners solve the challenges they face. We regularly test and showcase new wireless use cases across industries at **the Boingo Innovation Center**, effectively shaping the future of wireless connectivity. Additionally, our team serves in leadership positions on industry standards groups, including CTIA, Wireless Broadband Alliance, Wi-Fi Alliance, OnGo (CBRS Alliance), and the Telecom Infra Project.



Federal-grade Security Standards
In addition to serving as the wireless network provider to major airports, we proudly serve the Department of Defense and U.S. military bases. Boingo is trusted to prioritize stringent security parameters for its networks. We meet federal-grade standards and adhere closely to NIST and ISO 27001 cybersecurity frameworks.

Elevated Customer Experience

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It isn't enough to say that we are the largest operator of airport DAS, Wi-Fi, and private networks in the U.S., At Boingo, we prioritize quality over quantity and design wireless networks that place passenger experience front and center. Boingo's network deployment and management expertise is validated by recognized and revered industry groups, rating agencies, and surveys. A few accolades and honors include:

- **2024 WBA Industry Award Best Customer Experience:** Transforming the Customer Experience at Grand Central Madison
- **2024 Leading Lights for Driving Digital Transformation:** Modernizing the MTA's Atlantic Branch with Next Generation 5G & Wi-Fi
- **J.D. Power 2024 North American Airport Satisfaction Study**: Connectivity provider for the top four mega airports ranked highest in customer satisfaction
- **2023 Airport Service Quality Award (ASQ) for Best Airport:** LaGuardia Airport
- **2023 ACI North American Airport Traffic Report:** Connectivity provider to half of the top 50 busiest airports
- **2023 Best Wi-Fi Network Operator**: Wireless Broadband Alliance Awards
- **Skytrax 5 Stars:** Connectivity provider to two of the three North American airport terminals awarded
- **12-time Best Wi-Fi Service Winner:** Global Traveler annual survey
- **Winner**: Aviation Pros' Project of the Year for LaGuardia Terminal B redevelopment

Wireless Awards

A World-Class Wi-Fi Network with Additional Revenue Streams

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Boingo's Wi-Fi solutions can power advanced 5G services with high speeds, low latency, power efficiency, and enhanced security. Our networks are SMART, an acronym for Secure, Multi-Platform, Analytics-Driven, Responsive, and Tiered, which describes the core elements delivered through Boingo's network gateways. Boingo's gateways can discern what type of device is making a connection request and provide the proper experience.

Our flexible interface can also drive user engagement and monetize the Wi-Fi network with advertising and media, offloading, custom splash pages, and unlimited free public Wi-Fi. Boingo's digital platform includes the following:

- An award-winning advertising platform that can enable the Authority to monetize networks, generating additional revenue streams, and enhance marketing efforts.
- An additional digital platform that can expand your media offerings by boosting sponsorship opportunities and increasing your digital capabilities.
- A comprehensive suite of media marketing tools to increase revenue streams.

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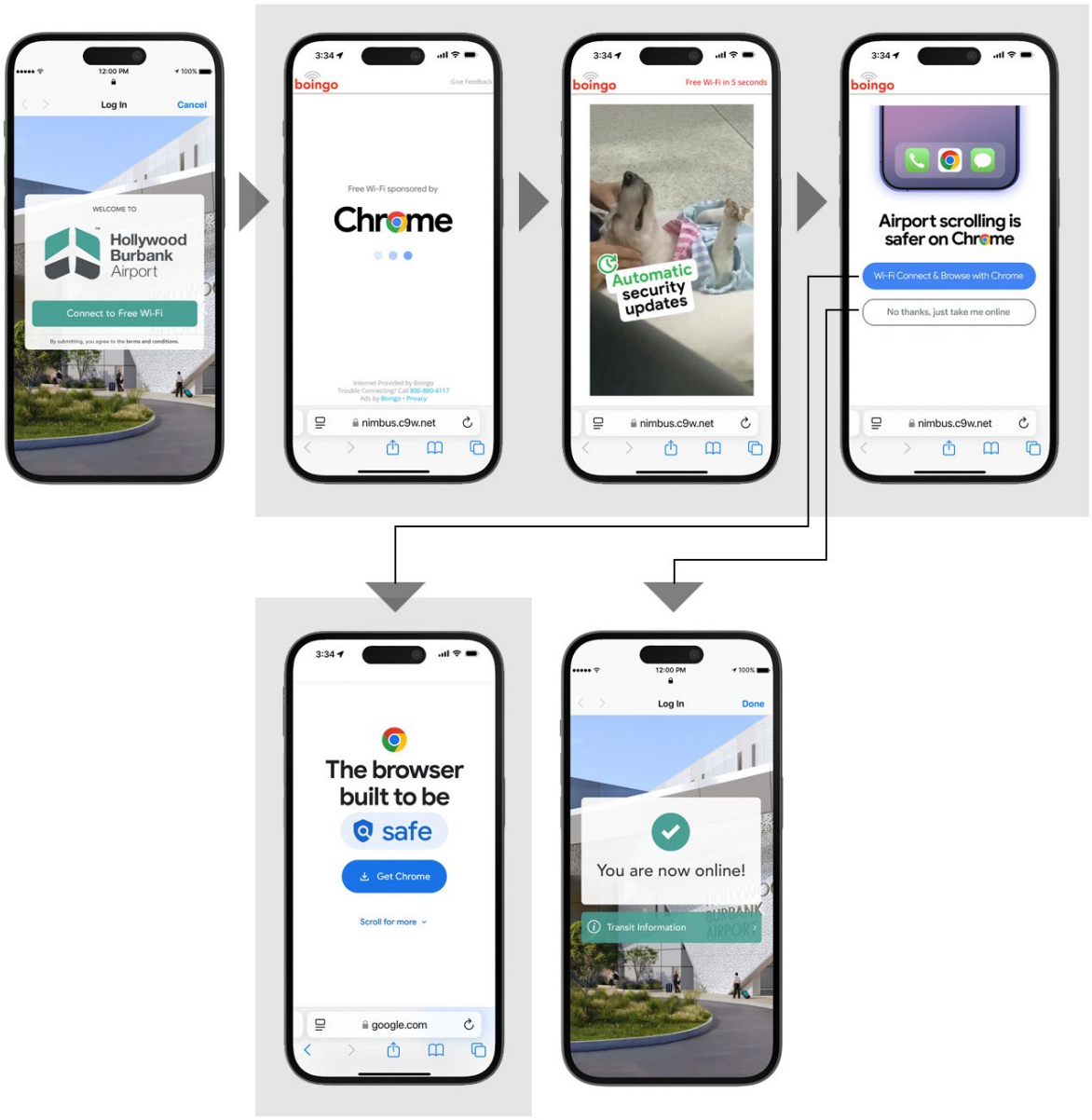
BUR Landing page

Video ad flow



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A Local Partner

With 170+ employees who call **California** home, we are excited to partner with the Authority to support Southern California's economic and residential growth. Our local portfolio includes many iconic venues throughout SoCal, as well as our LA office and NOC located just 30 minutes from BUR.

Key Staff and Responsibilities

Boingo's most valuable asset to the Authority is our staff. Each member brings extensive experience delivering state-of-the-art wireless solutions that position venues like BUR to meet and surpass growing connectivity demands. Below is an overview of BUR's dedicated Key Staff. More information about their experience and qualifications can be found in section, **4. Project Organization and Key Personnel**.

KEY PERSON	ROLE	PROVISION OF SERVICES	% OF TIME
Stephanie Gray	Senior Director, Business Development	Contract Negotiation	70%*
Bryan Thackwell	Senior RF Engineer	Wireless Systems Design	35%
Brian Churchman	Senior Director, Operations	Construction / Installation	20%
Ken MacDonald	Senior Director, Operations	Operations & Maintenance	30%
Adam Smith	Program Manager, West	Onsite Project Management, Safety Compliance	100%
Jason Eley	Senior Account Manager	Cross-functional liaison throughout the contract lifecycle	40%

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Randy Moore	Senior NOC Manager	Execute NOC SOP Provide BUR network incident reports Ensure all service-related concerns are addressed and resolved	30%
Paul Martire	Senior Security Compliance Engineer	Security - Cyber Security - Physical	20%
Walt Shaw	Senior Director, Product	Technology Roadmap Development Use Cases Analytics and Reporting	30%
EXECUTIVE SUPPORT			
Mike Zeto	Chief Commercial Officer	Executive oversight, approvals	5%

*Stephanie will dedicate her time solely to the Authority during the contract negotiation to ensure the we meet proposed timelines. Boingo also confirms that we will have team members on standby to assist when any of the proposed core services are absent or unable to assist. We will provide bios and resumes for those members as needed.

d. Provide technical information on your proposed solutions that will encompass the following: Provide a complete design for the solution that includes system architecture, antenna placements, heatmaps, network prerequisites, security protocols, power and cooling needs, space allocations (for IDF and main headend rooms), and potential scalability plans.

System Architecture

Boingo's approach to developing BUR's technology guidelines centers on a secure, modular, and open 5G DAS architecture designed for adaptability. This future-proof design is technology and frequency agnostic, enabling easy accommodation of new spectrum releases, emerging industry standards, and terminal modernization. We'll collaboratively develop roadmaps with carriers, OEMs, and BUR to explicitly incorporate future technologies. Boingo's high-availability, redundant distributed wireless network leverages dedicated data centers, cloud services, VPN/SD-WAN secure tunnels, and integrates with BUR's LAN/WAN. We manage premises switches, routers, firewalls, and local virtual servers hosting local virtual functions to support BUR applications. See below for a visual representation of a Boingo converged network.

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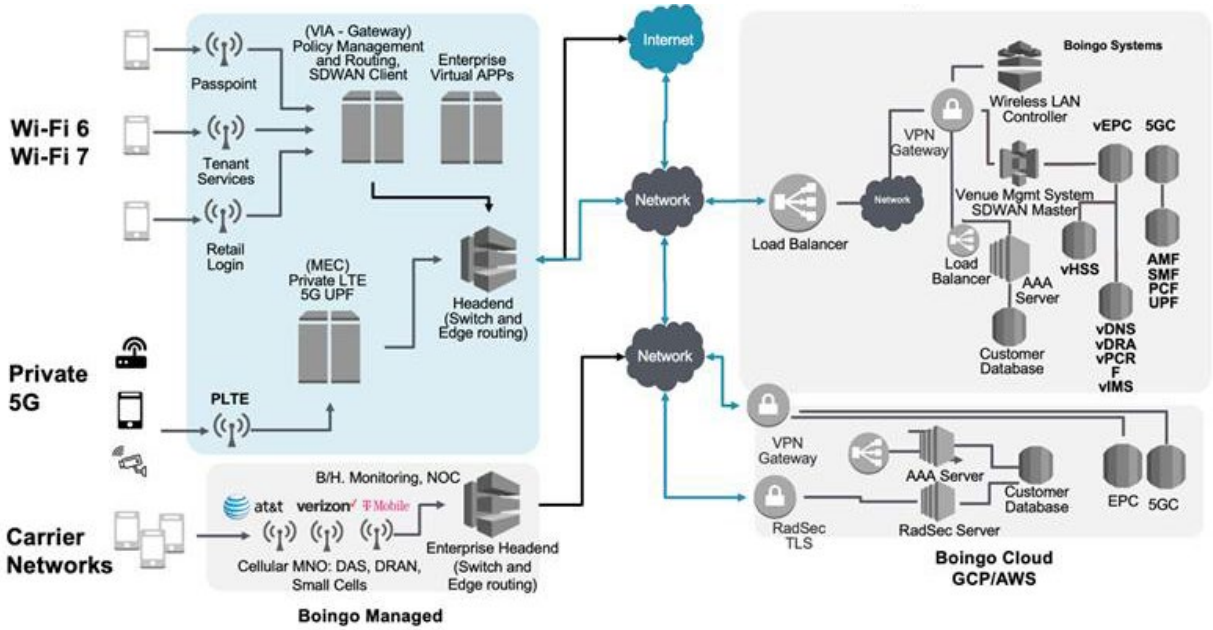
BOINGO'S NETWORK INFRASTRUCTURE CAPABILITY



Illustrative example of Boingo's full capability in providing converged network solutions. Note, private network is not included in the BUR response.

We also use cloud function assets hosted in Boingo Data Centers and AWS and GCP clouds. All the network devices herein will be certified against our NOC and cybersecurity criteria.

DAS Architecture

For this proposal, Boingo recommends a SOLiD DAS. SOLiD's network architecture meets and exceeds the network performance requirements outlined in the RFP and will allow for efficient deployment based on the venue characteristics and each carrier's current requirements. In addition to Boingo and SOLiD's track record of success in airport deployments, Boingo considered the following factors when selecting our proposed OEM:

- Meets technical requirements outlined in Exhibit A of this RFP.
- Carrier-approved platform and equipment provider with relevant experience in major transportation hubs, including:
  - O'Hare International Airport
  - John F Kennedy International Airport
  - La Guardia Airport International Airport
  - Austin Bergstrom International Airport
  - Portland International Airport
  - John Wayne Airport
  - Sacramento International Airport
- 3-year standard Warranty with advanced replacement (next day).
- Low rate of failure <1% out of box failure rate.
- Equipment features that are currently available and suitable for deployment.
- Up-to-date product roadmaps for expanded capabilities.
- Ease of future upgrades and expansion.
- Equipment availability and delivery times.

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If project stakeholders wish to review alternative solutions during the initial design process, Boingo would be happy to share pricing and design approach for another carrier-approved OEM, such as CommScope, Corning, or JMA. Boingo is technology-agnostic and has vast experience and relationships with other leading equipment manufacturers.

Areas of Coverage
We understand that the passenger journey is not just within the walls of the Replacement Passenger Terminal and have provided a design and solution that will elevate the overall connected experience with end-to-end coverage and capacity. Our design includes cellular coverage and capacity in the following areas:

Design Details: 3 sectors

1. Replacement Passenger Terminal
2. Passenger Arrivals/Departures
3. Apron (Entire Tarmac, Gates)

The RPT, Passenger Arrivals and Departures, and Apron are designed to provide excellent 5G coverage and capacity as passengers enter, travel through, and exit the facilities. Additionally, the network is planned to handle operational traffic for staff, tenants, and visitors.

Frequency Plan:
TMO: 1900,2100 and 2500 MIMO
AT&T: 700,850,1900,2100,2300 and C-Band. MIMO
VZW: 700,850,1900,2100 and C-Band. MIMO

4. Parking Garage

The Parking Garage is designed to provide excellent coverage for passengers, visitors, staff, and EV Charging stations. The SISO design will meet the requirements of the specifications of the RFP, offer excellent user experience, and will be provided to the carriers at a cost point that is proven to increase their propensity to invest.

Frequency Plan
TMO: 1900,2100 SISO
VZW: 1900,2100 SISO
AT&T: 1900,2100 SISO

Power & Cooling Needs
As indicated in the network design, the active network equipment will be installed in the headend (DAS room) and designated IDF locations throughout.

Headend Location

EQUIPMENT	WATTS	BTU/HOUR	RACKS
Neutral Host (Boingo)	760	2,593.31	2
Verizon	1,200	4094.57	2
AT&T	1,200	4094.57	2
T-Mobile	1,200	4094.57	2
Total	4,360	14,877.02	8

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Note: Carrier equipment specifications modeled after similar deployments. Carriers will provide exact requirements for their BTS equipment during the design review process.

HVAC

In the headend location, Boingo will require two (2), Two-Ton HVAC units to provide adequate cooling for the anticipated heat from the active gear and can accommodate additions during the term.

Power

Boingo will require four (4) 100A panels 120/208v in the headend room. Our requirements take future growth into consideration. Power will be sub metered as required in the Concession Agreement.

IDF Locations

EQUIPMENT	WATTS	BTU/HOUR	WALL SPACE
Remote Unit (2) 5-Watt Sub-3 + 1 C-band RU	1,797	6,130	6'x6'
Remote Unit (4) 20W Sub- 3+1 C-band RU	2,829	9,652	6'x12'
Total	4,626	15,782	-

Power

Boingo will require a standard quad 120v receptacle.

Space Allocations

Boingo will locate the neutral host headend and carrier BTS equipment in the DAS headend room provided by the Authority's floor plans. Boingo will need approximately 200 sq ft to accommodate the eight projected 19" racks. In the IDF locations there are two configurations with varying space needs. The low power (5W) Remote Unit configuration will be installed on a 6 ft x 6 ft fire rated backboard. The high-power (20W) Remote Unit configuration will be installed on a 6ft x12 ft fire rated backboard.

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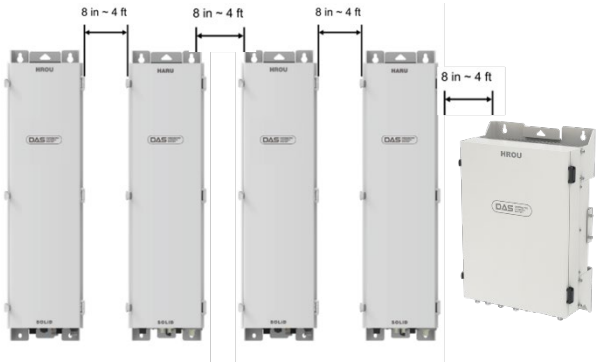
Low-Power IDF Configuration
(2) 5-Watt Sub-3 + 1 C-band RU

High-Power IDF Configuration
(4) 20W Sub- 3+1 C-band RU



Scalability Plans

Boingo's approach to developing technology guidelines for BUR prioritizes a forward-thinking and adaptable strategy. Our methodology centers around creating secure, modular, and open 5G DAS architecture agnostic to specific technologies and frequencies. This design philosophy ensures that the system can readily accommodate future advancements, including new spectrum releases by the FCC and adopting emerging industry standards.

One of the advantages of utilizing the SOLiD DAS equipment is the platform's modular, scalable design, which allows for expansion to future band/technologies without having to overhaul the system, reducing cost and impact to venue operations. Like the neutral host equipment, the modular design of the remote units provides a low impact maintenance action in the rare instance of an amplifier failure (<1%). If a failure occurs, the amplifier is simply swapped with a new module. This drives reduction in downtime should failure occur.

Boingo will work collaboratively with carriers and BUR to develop detailed roadmaps that explicitly account for these future technologies throughout the process. We will also engage with application and IoT providers to explore and refine use cases that leverage 5G's advanced capabilities, addressing communication challenges and costs that may have existed previously. By focusing on scalability and expandability, Boingo ensures the DAS solution can adapt to the current and planned needs of BUR stakeholders.

Wi-Fi Architecture

Boingo has carefully reviewed the requirements for the Public Wi-Fi Additive Alternative outlined in Exhibit B. We recommend Extreme Networks equipment to deliver a robust, cutting-edge solution that is scalable, highly reliable, and proven to perform in dense airport environments. Our Wi-Fi design and approach will help to streamline operations, improve passenger satisfaction, and stay ahead of the ever-evolving demands of modern air travel. Boingo considered the following factors when selecting our OEM:

- **Scalable Network Infrastructure.** Extreme's solution is built on latest generation technology and offers a scalable network infrastructure that is specifically designed to support high-density environments like airports, ensuring reliable connectivity even during peak times. Future-proof technology allows for easy expansion to accommodate growth and the introduction of new technologies. Additionally, Extreme's solutions offer flexible deployment options, enabling seamless scaling across various locations and environments to meet evolving demands.

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- **High Reliability & Security.** Extreme integrates robust security features across all infrastructure components, ensuring data protection and network resilience against potential threats. The solution is designed to deliver high reliability with minimal downtime, crucial for maintaining seamless airport operations. Network segmentation and advanced security protocols further enhance the security posture, providing a secure environment for both operational and customer-facing services.
- **Enhanced Warranty Option.** Extreme has committed to begin the equipment warranty at the time of equipment installation and acceptance as requested in the RFP. Additionally, indoor AP's have a lifetime warranty and Extreme does not void the warranty on their AP's if painted. This is advantageous for a newly constructed terminal where aesthetics is paramount.
- **Trusted by Top 25 State-of-the-Art Airports & Transportation Agencies**: Extreme has extensive experience supporting airports around the globe including Harry Reid International Airport, Philadelphia International Airport, Charles de Gaulle Airport, and Logan Airport, among others. Their proven expertise in designing and deploying networks in complex environments like airports and large venues is well-established.

Boingo is pleased to propose a Wi-Fi 7 solution that will deliver a highly reliable, seamless, and elevated connectivity for passengers at Hollywood Burbank Airport.

113 Total Access Points (APs)

- 67 AP5020 WiFi7 Omni APs in the Main Terminal
- 16 AP5050D WiFi6e Directional APs in Main Terminal Outdoor Pickup & Dropoff location
- 14 AP5020 WiFi7 Omni APs in Basement
- 16 AP5020 WiFi7 Omni APs on 2nd Level

AP Transmitter Power

The AP's maximum output power is 23dBm. Our initial design will be tuned at 14dbm transmit power –a best practice for design is to include margin for optimization when the RPT is under load.

Speed/Users

Dense design that will support the 100mbps up/100mbps down requirement for 100 concurrent users.

Space

6 Total IDF's, consisting of:

- 4 in Main Terminal
- 1 in Basement
- 1 on 2nd Level

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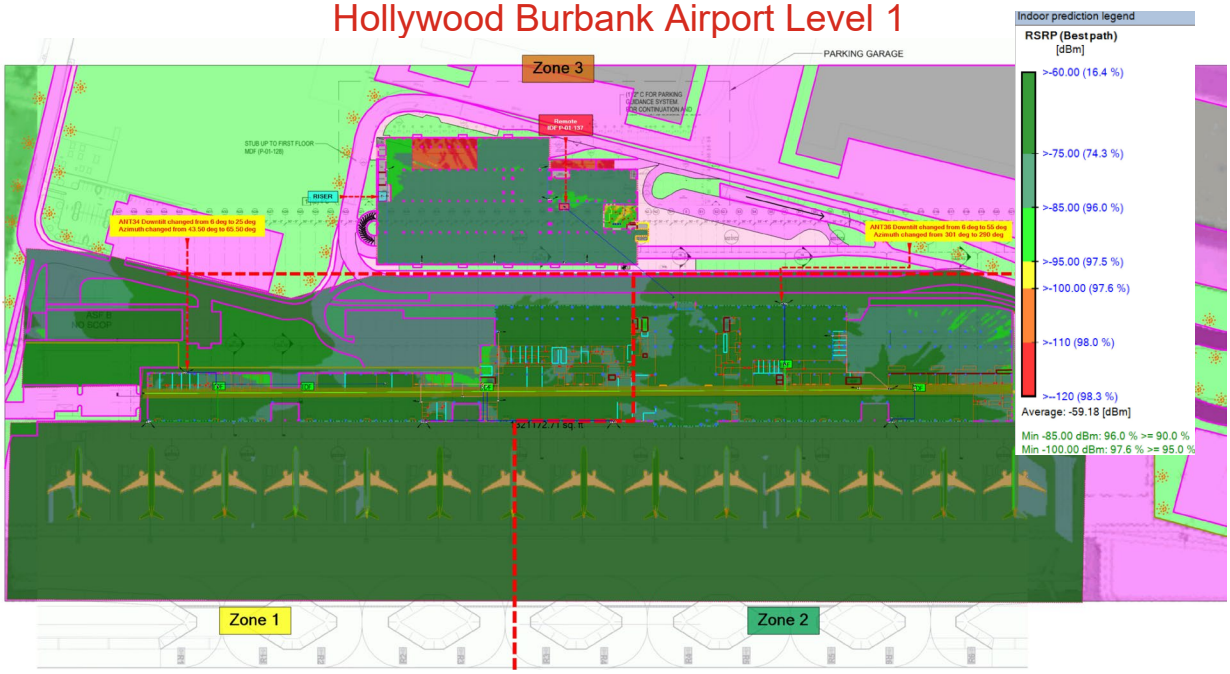
Antenna Placements & Heatmaps

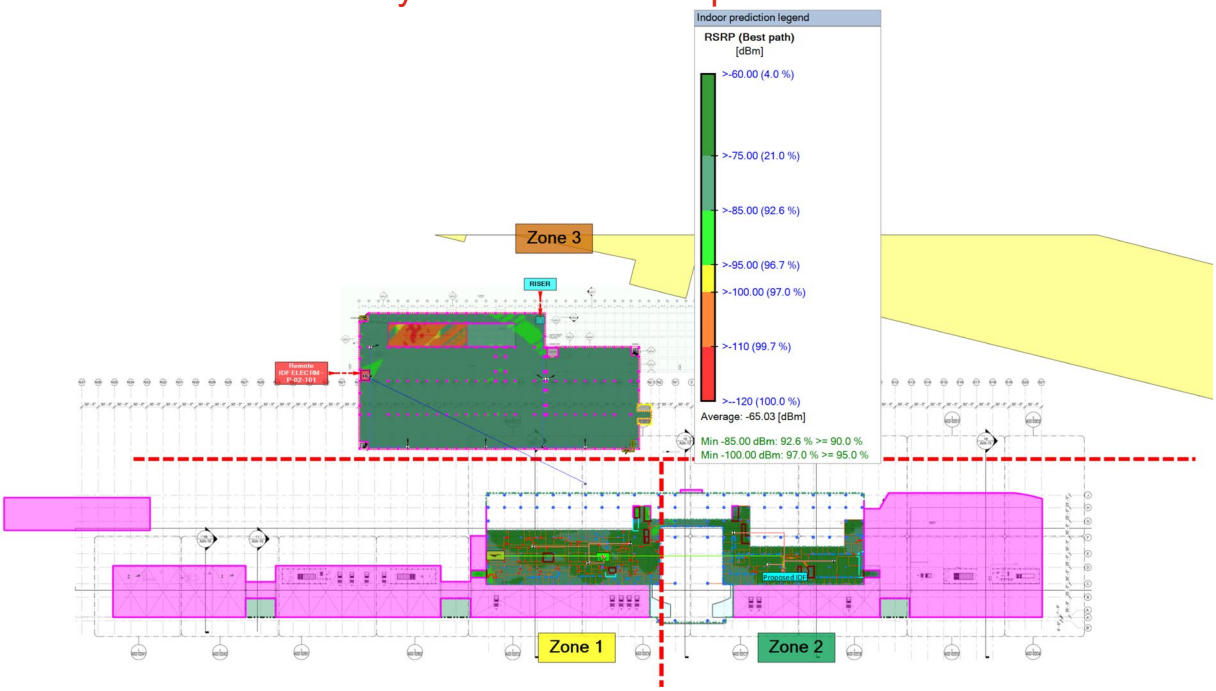
Please see below for antenna placements and heat maps for the DAS and Wi-Fi solution.

DAS

Hollywood Burbank Airport Level 1



Hollywood Burbank Airport Level 2



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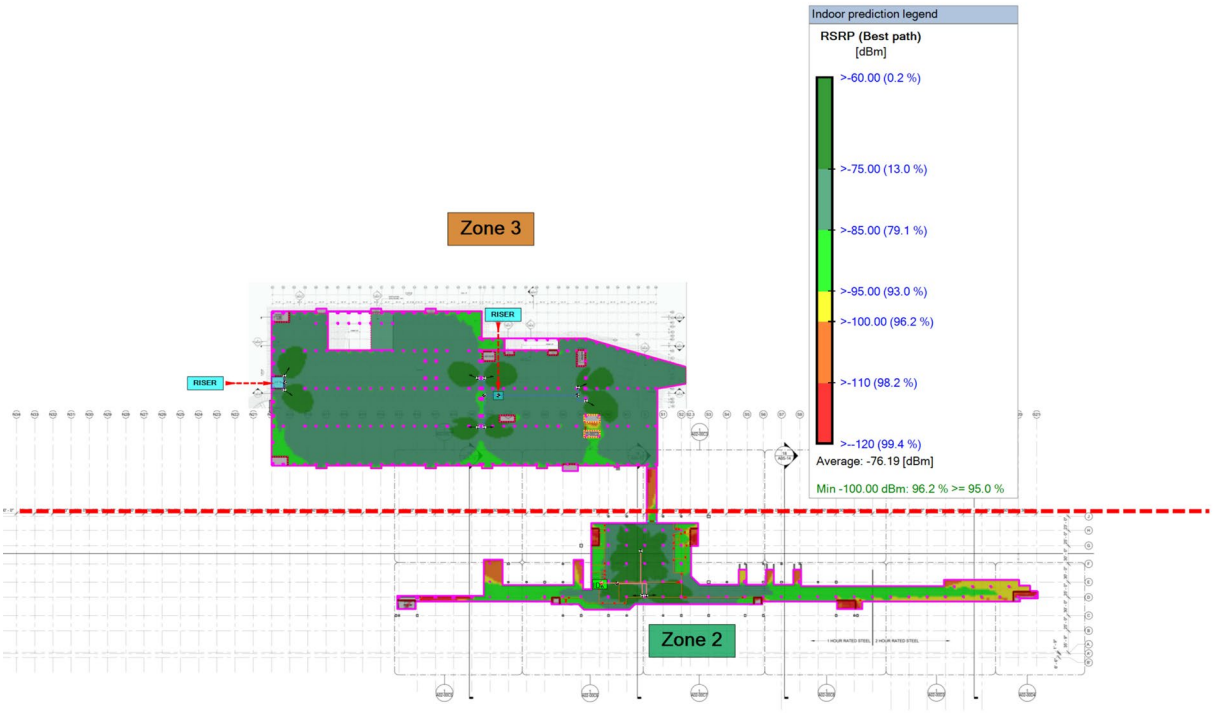
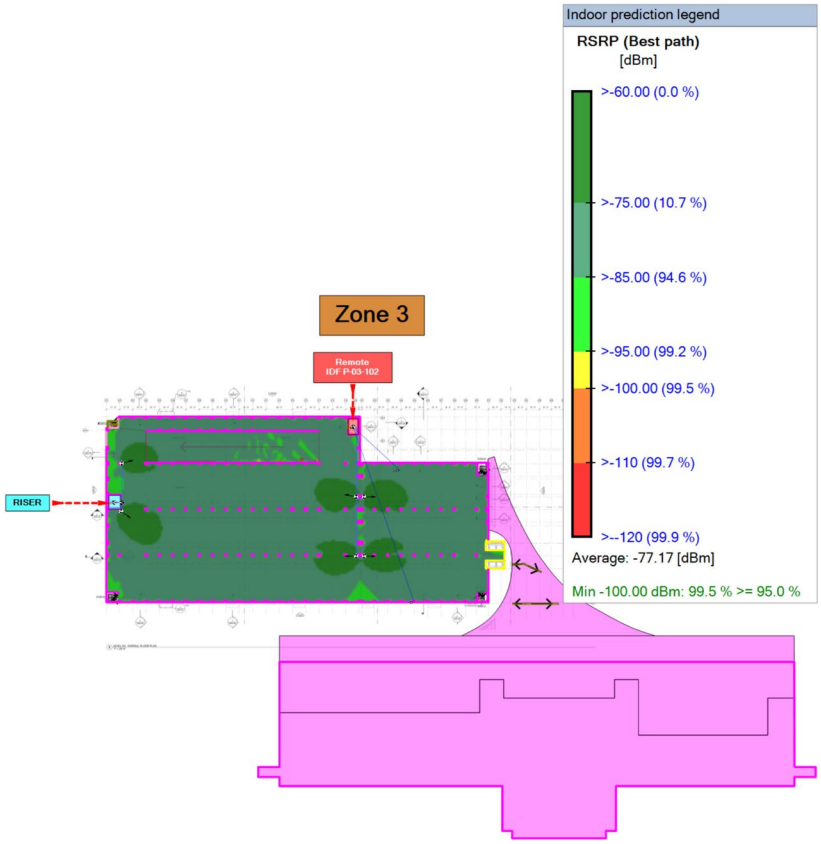
Hollywood Burbank Airport Level B1



Hollywood Burbank Airport Parking Level 3



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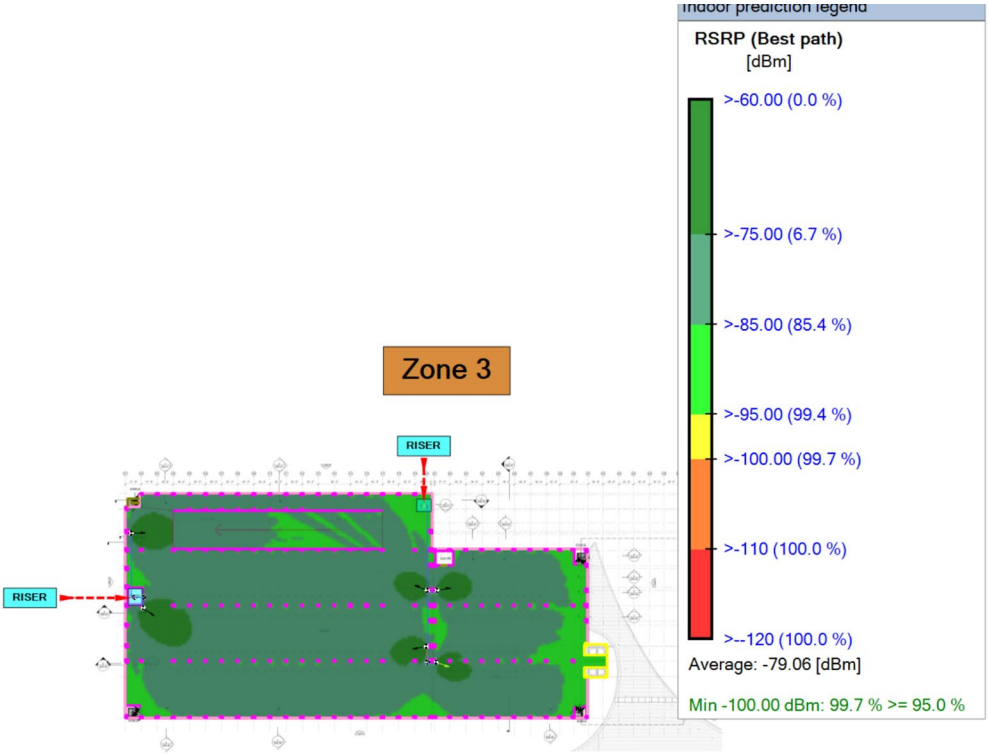
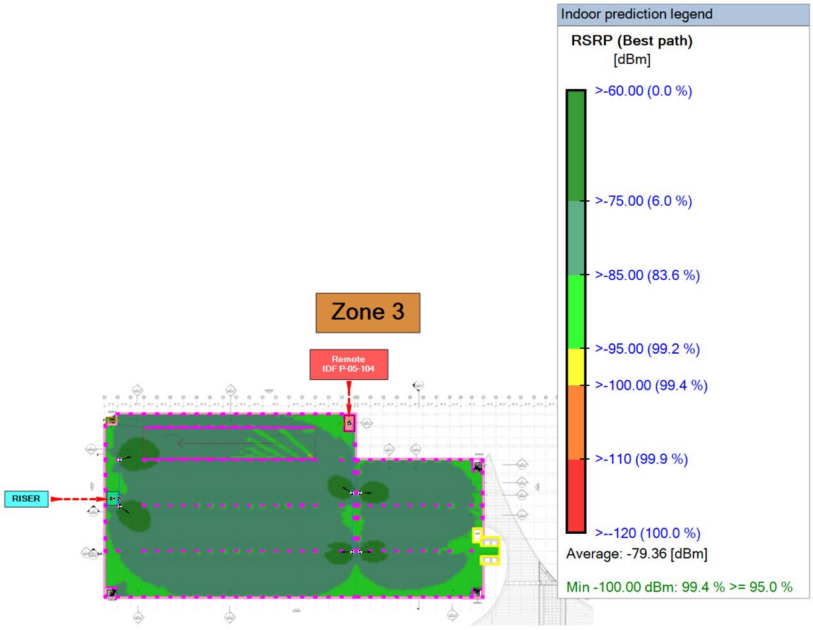
Hollywood Burbank Airport Parking Level 4



Hollywood Burbank Airport Parking Level 5



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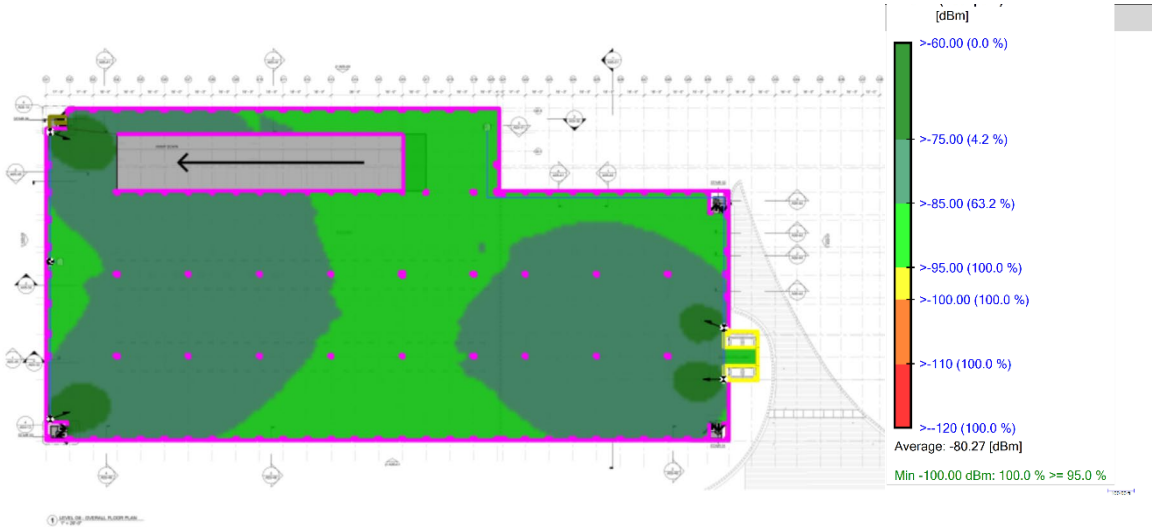
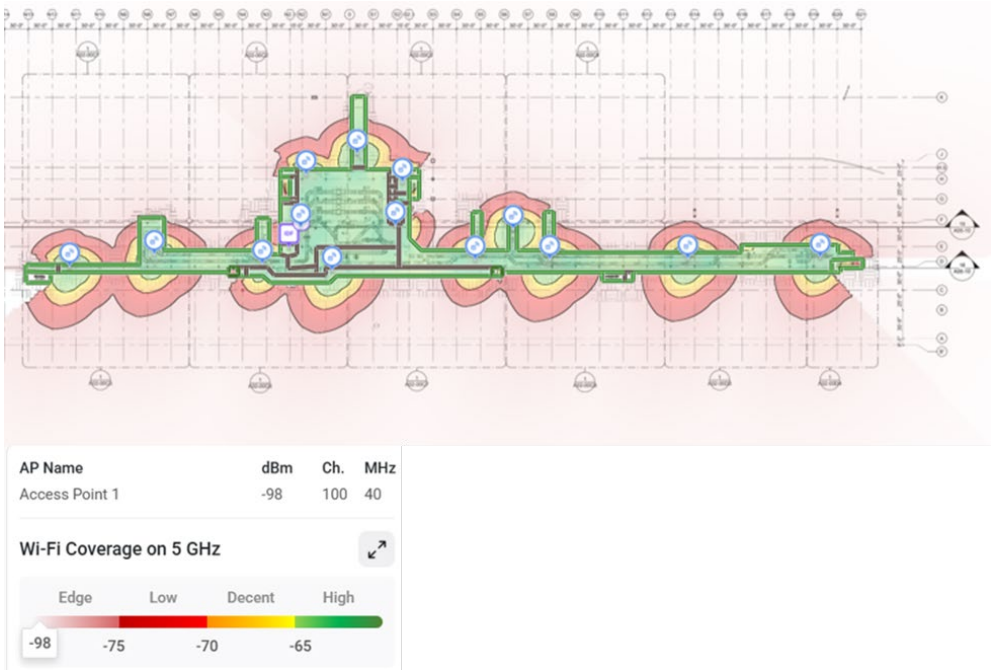
Hollywood Burbank Airport Parking Level 6



Wi-Fi

Terminal Level 1



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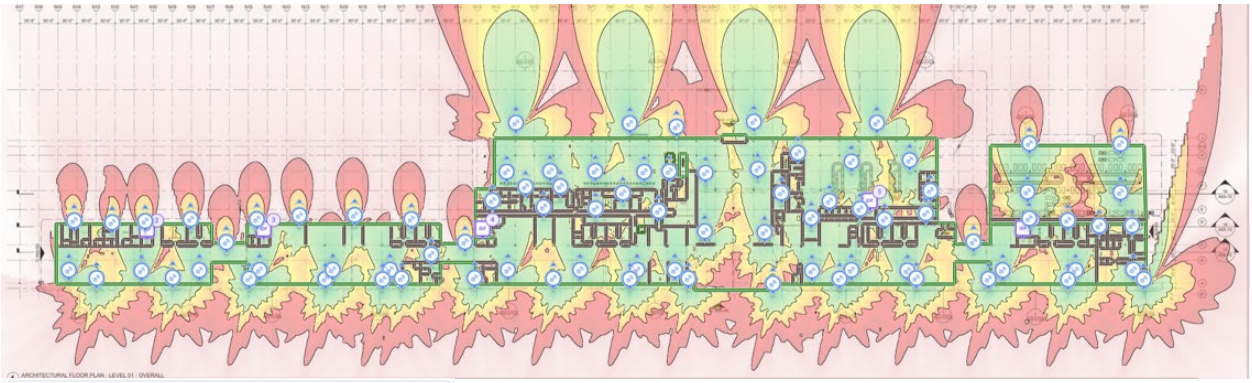
Terminal Level 2



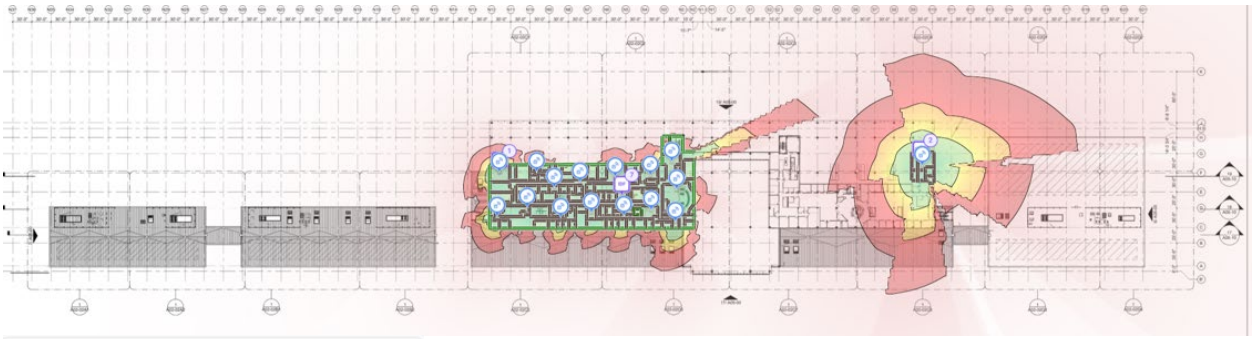
AP Name	dBm	Ch.	MHz
Access Point 31	-97	36	40

Wi-Fi Coverage on 5 GHz

Edge Low Decent High

-97 -75 -70 -65

Terminal Level 3



AP Name	dBm	Ch.	MHz
Access Point 30	-99	60	40

Wi-Fi Coverage on 5 GHz

Edge Low Decent High

-99 -75 -70 -65

Security Protocols

Boingo networks are backed by a 24/7/365 Network Operation Center (“NOC”) with a zero-trust architecture. These heightened security measures are essential in today’s threat landscape for protecting BUR’s airport networks from unauthorized access and potential breaches.

We prioritize the security and confidentiality of customer data with a comprehensive IT security framework that encompasses a range of measures to ensure the protection of passenger information and safeguard various aspects of airport operations and infrastructure. Boingo is

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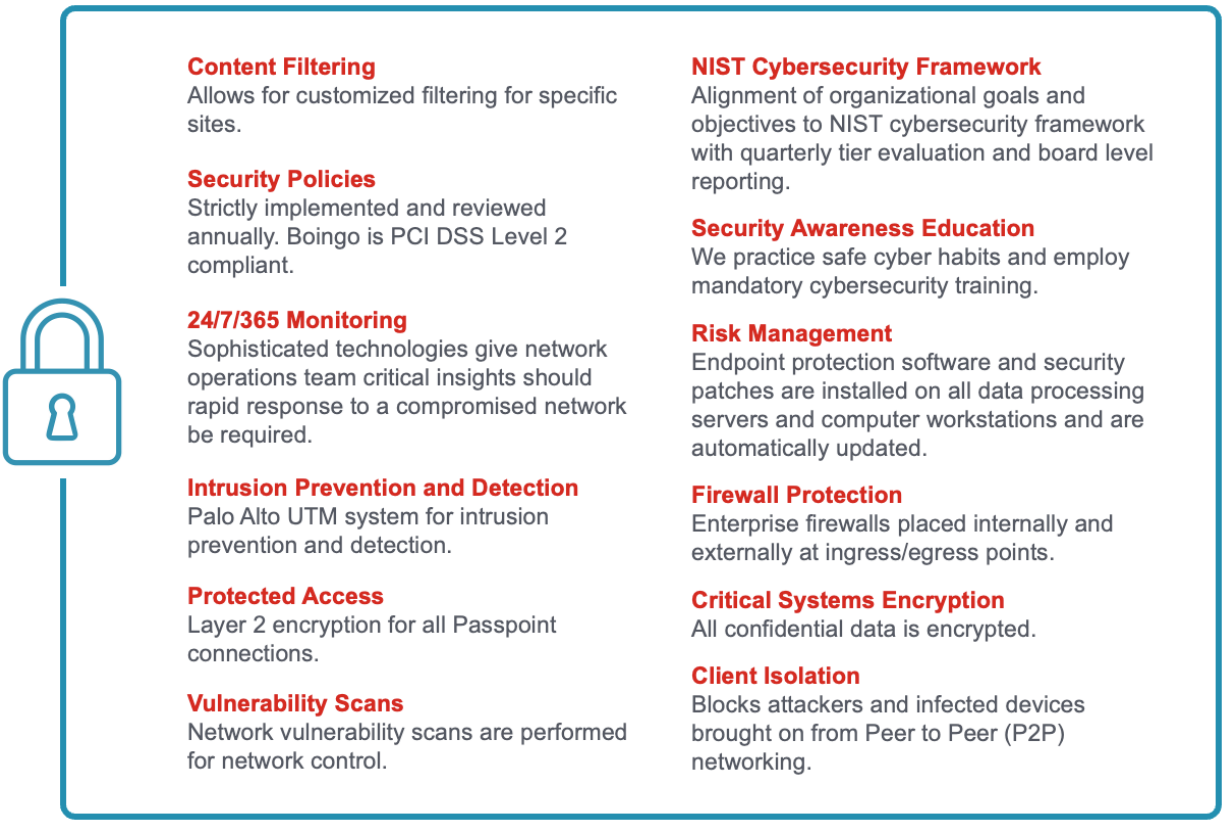
unique among third party Wi-Fi and private network operators when it comes to privacy due to our retail consumer business. We have decades of experience adhering to and working within strict U.S. and California data privacy laws to protect private personal information ("PPI"). We are also a proud winner of a Fortress Cybersecurity Award for advancing technology to protect organizations from data breaches and compromises.

Boingo's Layered Cybersecurity Platform



Configuring Security Controls

Boingo networks have customizable content filtering capabilities to oversee and manage user's access to sites defined inappropriate by the Authority. Boingo is well-versed and capable in web content filtering. Our web content filtering is provided by Boingo's Deep Packet Inspection (DPI) technology that can block content by category (e.g. block all streaming media sites, block sports sites, etc.). Category lists are updated by frequent software updates and adjusted by service plan. Boingo will work with the Authority to determine the web filtering and category requirements.

Bench Test Patches and Updates

Boingo adheres to a standardized patch management process with critical patches installed within one month of release from vendors and third parties. In addition, Boingo regularly performs vulnerability scans against critical systems and patches as needed.

Security Plan

Boingo's comprehensive Security Plan addresses access management, asset security, incident analysis, incident handling, penetration testing, business continuity, risk management, security in software development, and security operations.

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- **Access Management:** Boingo's access management framework includes user authentication, authorization mechanisms, and privileged access controls. We employ industry-standard best practices to ensure that access to sensitive data and systems is limited to authorized individuals only.
- **Asset Security:** Boingo recognizes that protecting BUR's valuable assets is critical. Our plan includes strategies for identifying, classifying, and securing assets such as data, hardware, software, and intellectual property. We implement controls to prevent unauthorized access, theft, or damage to these assets.
- **Incident Analysis:** Boingo's incident analysis plan includes real-time monitoring, incident detection, response protocols, and detailed incident analysis to minimize the impact of security breaches and facilitate timely resolution.
- **Identity and Access Management:** Boingo implements robust identity and access management (IAM) practices, including secure authentication mechanisms, user provisioning, role-based access controls, and regular user access reviews to ensure that user privileges align with their roles and responsibilities.
- **Incident Handling:** We have a well-defined incident handling process that includes incident reporting, escalation procedures, evidence preservation, containment, eradication, and recovery measures. Our team follows industry-recognized incident response frameworks to minimize the impact and restore normal operations swiftly.
- **Penetration Testing:** To assess the effectiveness of our security measures, we conduct regular PCI DSS penetration testing exercises.
- **Business Continuity:** Boingo establishes robust backup and recovery processes, off-site data replication, and disaster recovery plans to ensure minimal disruption and timely resumption of critical operations in the event of a disaster.
- **Security in Software Development:** Security is an integral part of Boingo's software development life cycle. We adhere to secure coding practices, conduct regular code reviews, and employ automated security testing tools to identify and remediate vulnerabilities early in the development process.

Security Assessment
Boingo implements a systematic approach to identify, assess, and manage information security risks. Our plan includes risk assessment methodologies, risk treatment plans, and ongoing monitoring to proactively mitigate security risks and maintain a secure environment.

Security Remediation
Our years of experience with public/private Wi-Fi networks have provided us with acute awareness and the necessary protocols to prevent an attack. We have implemented advanced technologies to remedy any instances of a potential security breach for full system recovery. Boingo's networks are engineered with the visibility required for rapid response should someone try to compromise our wireless networks.

Remediation Reviewed by Auditor
To ensure ongoing compliance and identify potential vulnerabilities, we conduct regular security audits performed by both internal and external experts. These audits assess our systems, policies, and controls, enabling us to proactively address any identified weaknesses. Additionally, we provide annual reports on our security measures, outlining our progress, and detailing any enhancements made to our security infrastructure.

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Detail both hardware and software specifications, along with features, emphasizing security, scalability, and customization.

Please see above for software specifications and features regarding security, scalability, and customization. Detailed below is an itemized equipment list of the proposed DAS and Wi-Fi solution.

DETAILED PARTS LIST

DAS

Component Group: Airport Headend				
Type	Manufacturer	Model	Description	Qty
Cable	RFS	LCF12-50JFN-A11	CELLFLEX - 1/2" Low-Loss Foam Coaxial Cable, Halogene Free, Polyethylen, PE, Flame Retardant, LS0H	0.00 feet
Cable	ConductRF	FMP29-41NF-W02	Jumper / 2 ft / Din 4.1/9.5 Male - N Female / Low PIM / .141 Hand Formable (A29CPJ) / 50 ohm	36
Cable	Wireless Supply	402/NF-QMAM/24	TrueConnect - Low PIM (-160dBc) Semi-Rigid 402 Jumper Cable; N Female Connector to QMA Male Connector, 2ft.	20
Cable	Generic	25 ft Demarc Jumper Cable	Generic 25 ft. Jumper Cable (Demarc)	8
Connector	RFS	NM-LCF12-D01	N Male OMNI FIT Connector for LCF12-50 Cable	112
Fiber BDA Hub	SOLiD	iOM_4_100	ALLIANCE 4 Port optical module, use with iBIU, iODU, iOEU, supports 2500TDD_100 RDUs	8
Fiber BDA Hub	SOLiD US	iOM_4_4000	ALLIANCE 4 Port optical module, use with iBIU, iODU, iOEU, supports 136 - 4000MHz	4
Filter	SOLiD	eMBIU_C_AC	Master eBIU, AC Version (Includes: eMCPU,eMPSU_AC, eMCDU)	4
Filter	SOLiD	eMDBU_1900P	1900 MHz Input Module for the eBIU	8
Filter	SOLiD	eMDBU_AWS13	2100MHz (AWS 1+3) Input Module for the eBIU	8
Filter	SOLiD	eMDBU_8085_700LTE_FN	817-849/862-869 MHz Cellular, 700MHz Full Band Input Module for the eBIU. Includes Extended 700 band for FirstNet	8
Filter	SOLiD	HPOI_8085_700LTE_FN	High Power POI Module (20W), 800MHz Sprint, 850MHz Cellular, 700LTE + FirstNet, 4 Ports	4

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Filter	SOLiD	HPOI_1900P	High Power POI Module (20W), 1900MHz PCS, 4 Ports	4
Filter	SOLiD	eMDBU_23_25	2300 WCS, 2500MHz TDD Input Module for eBIU	4
Filter	SOLiD	HPOI_23_25	High Power POI Module (20W), 2300MHz WCS, 2500MHz TDD, 4 Ports **Available Q3 2016	4
Filter	SOLiD	HPOI_AWS13	High Power POI Module (20W), 2100MHz (AWS 1+3), 4 Ports	4
Filter	SOLiD	eSBIU_C_AC	Slave eBIU, AC Version (Includes: eMCPU,eMPSU_AC, eSCDU)	4
Filter	SOLiD	eBIU_B (eBIU BLANK)	Blank eBIU Module	4
Filter	SOLiD US	LPOI_AWS13	ALLIANCE Low Power POI Module (100mW), 2100MHz (AWS 1+3), 4 Ports	4
Filter	SOLiD US	LPOI_1900P	ALLIANCE Low Power POI Module (100mW), 1900MHz PCS, 4 Ports	4
Filter	SOLiD US	LPOI_8085_700LTE_FN	ALLIANCE Low Power POI Module (100mW), 800MHz Sprint, 850MHz Cellular, 700LTE + FirstNet, 4 Ports	4
Filter	SOLiD US	iBIU_AC	ALLIANCE iBIU Chassis, AC Version Includes: iMCPU, iMPSU_AC	2
Filter	SOLiD US	iMDBU_Cband	ALLIANCE Input Module, C-Band, supports 3700-3980 MHz. Path A (n77)	2
Filter	SOLiD US	iMDBU_Cband_M	ALLIANCE Input Module, C-Band, Path B for MIMO, supports 3700-3980 MHz (n77)	2
Filter	SOLiD US	HPOI_4000	ALLIANCE High Power POI Module (20W), 3300~4000MHz TDD, 4 Ports (n77)	8
Filter	SOLiD US	iMDBU_345	ALLIANCE Input Module,A110, Path A for SISO, supports 3450-3550 MHz (n78)	2
Filter	SOLiD US	iMDBU_345_M	ALLIANCE Input Module,A110, Path B for MIMO, supports 3450-3550 MHz (n78)	2
Miscellaneous	SOLiD	ODU_C	Optical Distribution Unit Chassis	4
Splitter	SOLiD US	iMCDU_4000	ALLIANCE Main Combiner/Divider Unit that is connected to the iBIU chassis to operate as the main iBIU (n77)	2

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Component Group: Apron Passive				
Type	Manufacturer	Model	Description	Qty
Antenna	CommScope	CMAX-LHM2-60-I53 preliminary	Cell-Max™ Low PIM Directional High Capacity Venue MIMO Antenna, 617–960 MHz 1695–2700 MHz and 3300-4200MHz 60-Deg, 4.3-10, (2 PORTS 617-4200MHz)	6
Antenna	CommScope	CMAX-LHM2-30-I53 preliminary	Cell-Max™ Low PIM Directional High Capacity Venue MIMO Antenna, 617–960 MHz, 1695–2700 MHz and 3300-4200MHz 30-Deg, 4.3-10, (2 PORTS 617-4200MHz)	2
Cable	ConductRF	PLA44-D131-W03	Jumper / 3 ft / Din 7/16 Male - Din 4.3/10 Male / Low PIM Plenum Rated / SPP250LLPL / 50 ohm	7
Cable	RFS	*ICA12-50JPL-A11	ClearFill®Line 1/2" low loss air dielectric cable, Plenum-rated, CMP	1551.33 feet
Cable	ConductRF	*PLA44-3F31-W03	Jumper / 3 ft / Din 4.3/10 Female - Din 4.3/10 Male / Low PIM Plenum Rated / SPP250LLPL / 50 ohm	24
Cable	ConductRF	FMP29-3131-W02	Jumper / 2 ft / Din 4.3/10 Male - Din 4.3/10 Male / Low PIM / .141 Hand Formable (A29CPJ) / 50 ohm	4
Cable	ConductRF	FMP29-D1D2-W02	Jumper / 2 ft / Din 7/16 Male - Din 7/16 Male R/A / Low PIM / .141 Hand Formable (A29CPJ) / 50 ohm	1
Connector	Microlab/FXR	4.3-10 - Male	Microlab 4.3-10 - Male Coaxial Connector, PIM <-158 dBc <Last Modified: 14-05-15>	48
Filter	SOLiD	MROU_EF1	Cellular Passband, Public Safety Reject Filter, External filter for ALLIANCE 5W & 20W Remotes	8
Filter	Microlab/FXR	BK-261E	In-Line Diplexer, PIM <-161 dBc, 80-2690 MHz and 3300-5925 MHz - Type 4.3-10 Connectors <Last Modified: 07-13-2018>	8
Splitter	Microlab/FXR	D2-83FE	2-way Tube Style - Reactive Power Divider- Ultra Wide Band, PIM <-161 dBc, 617-5925 MHz - 4.3-10 Connectors, Low PIM <Last Modified: 28-08-19>	8
Component Group: Apron Remote				
Type	Manufacturer	Model	Description	Qty
Cable	ConductRF	PLA44-D1D1-W06	Jumper / 6 ft / Din 7/16 Male - Din 7/16 Male / Low PIM Plenum Rated / SPP250LLPL / 50 ohm	8

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Cable	ConductRF	FMP29-3131-W02	Jumper / 2 ft / Din 4.3/10 Male - Din 4.3/10 Male / Low PIM / .141 Hand Formable (A29CPJ) / 50 ohm	1
Cable	ConductRF	FMP29-D1D2-W02	Jumper / 2 ft / Din 7/16 Male - Din 7/16 Male R/A / Low PIM / .141 Hand Formable (A29CPJ) / 50 ohm	1
Fiber BDA	SOLiD	HROU_C_AC	20 WATT Remote Optical Unit Chassis - AC Power	8
Fiber BDA	SOLiD	HARU_C_AC	20 WATT Add-on Unit Chassis - AC Power -No Combiner Note: RF jumper cables required to connect HROU_C to HARU_C are included with HARU. They need not be ordered separately.	8
Fiber BDA	SOLiD US	HROU_C_4000_AC	ALLIANCE 20 WATT Mid-Band Remote Optical Unit Chassis, AC Power, includes Optics and CPU (n77)	4
Filter	SOLiD	HROU_CU1	20 WATT Combiner Unit, 1 Antenna port. Combines 700LTE, 800/850, 1900, 2100	8
Filter	SOLiD	HROU_CU7	20 WATT Combiner Unit: 1 Antenna port. Combines 2300 WCS & 2500TDD bands	8
Repeater	SOLiD	HRDU_AWS13	20 WATT 2100MHz Amplifier Module	7
Repeater	SOLiD	HRDU_800I_850C	20 WATT 800MHz (Sprint Only) and 850MHz Module	8
Repeater	SOLiD	HRDU_700LTEF	20 WATT 700MHz Full Band LTE Module	8
Repeater	SOLiD	HRDU_1900P	20 WATT 1900MHz Amplifier Module	7
Repeater	SOLiD	HRDU_2300_WCS	20 WATT 2300 MHz WCS Amp Module **Available Q4 2016	7
Repeater	SOLiD	HROU_B	20 WATT Blank Module	16
Repeater	SOLiD	HRDU_2500_100TDD	ALLIANCE 20 WATT 2500 MHz TDD Amplifier Module, 100MHz Contiguous, LTE + NR *2019Q3	7
Repeater	SOLiD US	HRDU_Cband_M	ALLIANCE 32 WATT C-Band TDD MIMO Amplifier Module, supports 3700-3980 MHz (n77)	4
Repeater	SOLiD US	HRDU_Cband	ALLIANCE 32 WATT C-Band TDD SISO Amplifier Module, supports 3700-3980 MHz (n77)	4
Repeater	SOLiD US	HRDU_345	ALLIANCE 20 WATT C-Band TDD SISO Amplifier Module, supports 3450-3550 MHz (n78)	4

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Repeater	SOLiD US	HRDU_345_M	ALLIANCE 20 WATT C-Band TDD MIMO Amplifier Module, supports 3450-3550 MHz (n78)	4
Splitter	SOLiD	HROU_ECU1	2-Way Splitter / Combiner - 0-6000 MHz	8
Component Group: Drop off area Passive				
Type	Manufacturer	Model	Description	Qty
Antenna	CommScope	CMAX-LHM2-30-I53 preliminary	Cell-Max™ Low PIM Directional High Capacity Venue MIMO Antenna, 617–960 MHz, 1695–2700 MHz and 3300-4200MHz 30-Deg, 4.3-10, (2 PORTS 617-4200MHz)	2
Antenna	CommScope	CMAX-LHM2-60-I53 preliminary	Cell-Max™ Low PIM Directional High Capacity Venue MIMO Antenna, 617–960 MHz 1695–2700 MHz and 3300-4200MHz 60-Deg, 4.3-10, (2 PORTS 617-4200MHz)	2
Cable	RFS	*ICA12-50JPL-A11	ClearFill®Line 1/2" low loss air dielectric cable, Plenum-rated, CMP	554.00 feet
Cable	ConductRF	*PLA44-3F31-W03	Jumper / 3 ft / Din 4.3/10 Female - Din 4.3/10 Male / Low PIM Plenum Rated / SPP250LLPL / 50 ohm	12
Cable	ConductRF	FMP29-3131-W02	Jumper / 2 ft / Din 4.3/10 Male - Din 4.3/10 Male / Low PIM / .141 Hand Formable (A29CPJ) / 50 ohm	3
Cable	ConductRF	PLA44-D131-W03	Jumper / 3 ft / Din 7/16 Male - Din 4.3/10 Male / Low PIM Plenum Rated / SPP250LLPL / 50 ohm	3
Cable	ConductRF	FMP29-D1D2-W02	Jumper / 2 ft / Din 7/16 Male - Din 7/16 Male R/A / Low PIM / .141 Hand Formable (A29CPJ) / 50 ohm	1
Connector	Microlab/FXR	4.3-10 - Male	Microlab 4.3-10 - Male Coaxial Connector, PIM <-158 dBc <Last Modified: 14-05-15>	24
Filter	SOLiD	MROU_EF1	Cellular Passband, Public Safety Reject Filter, External filter for ALLIANCE 5W & 20W Remotes	4
Filter	Microlab/FXR	BK-261E	In-Line Diplexer, PIM <-161 dBc, 80-2690 MHz and 3300-5925 MHz - Type 4.3-10 Connectors <Last Modified: 07-13-2018>	4
Splitter	Microlab/FXR	DN-94FE (MOB)	Unequal Power Splitter (Tapper), PIM -161 dBc, 30:1 (15 dB), 350-5930 MHz, 500W, 4.3-10 Connectors, Low PIM <Last Modified: 13-11-17>	2

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Splitter	Microlab/FXR	D2-83FE	2-way Tube Style - Reactive Power Divider- Ultra Wide Band, PIM <-161 dBc, 617-5925 MHz - 4.3-10 Connectors, Low PIM <Last Modified: 28-08-19>	2
Component Group: Drop off area Remote				
Type	Manufacturer	Model	Description	Qty
Cable	ConductRF	PLA44-D1D1-W06	Jumper / 6 ft / Din 7/16 Male - Din 7/16 Male / Low PIM Plenum Rated / SPP250LLPL / 50 ohm	6
Cable	ConductRF	FMP29-3131-W02	Jumper / 2 ft / Din 4.3/10 Male - Din 4.3/10 Male / Low PIM / .141 Hand Formable (A29CPJ) / 50 ohm	1
Fiber BDA	SOLiD	HROU_C_AC	20 WATT Remote Optical Unit Chassis - AC Power	4
Fiber BDA	SOLiD	HARU_C_AC	20 WATT Add-on Unit Chassis - AC Power -No Combiner Note: RF jumper cables required to connect HROU_C to HARU_C are included with HARU. They need not be ordered separately.	4
Fiber BDA	SOLiD US	HROU_C_4000_AC	ALLIANCE 20 WATT Mid-Band Remote Optical Unit Chassis, AC Power, includes Optics and CPU (n77)	2
Filter	SOLiD	HROU_CU1	20 WATT Combiner Unit, 1 Antenna port. Combines 700LTE, 800/850, 1900, 2100	4
Filter	SOLiD	HROU_CU7	20 WATT Combiner Unit: 1 Antenna port. Combines 2300 WCS & 2500TDD bands	4
Repeater	SOLiD	HRDU_AWS13	20 WATT 2100MHz Amplifier Module	4
Repeater	SOLiD	HRDU_800I_850C	20 WATT 800MHz (Sprint Only) and 850MHz Module	4
Repeater	SOLiD	HRDU_700LTEF	20 WATT 700MHz Full Band LTE Module	4
Repeater	SOLiD	HRDU_1900P	20 WATT 1900MHz Amplifier Module	4
Repeater	SOLiD	HRDU_2300_WCS	20 WATT 2300 MHz WCS Amp Module **Available Q4 2016	4
Repeater	SOLiD	HROU_B	20 WATT Blank Module	8
Repeater	SOLiD	HRDU_2500_100TDD	ALLIANCE 20 WATT 2500 MHz TDD Amplifier Module, 100MHz Contiguous, LTE + NR *2019Q3	4
Repeater	SOLiD US	HRDU_Cband_M	ALLIANCE 32 WATT C-Band TDD MIMO Amplifier Module, supports 3700-3980 MHz (n77)	2

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Repeater	SOLiD US	HRDU_Cband	ALLIANCE 32 WATT C-Band TDD SISO Amplifier Module, supports 3700-3980 MHz (n77)	2
Repeater	SOLiD US	HRDU_345	ALLIANCE 20 WATT C-Band TDD SISO Amplifier Module, supports 3450-3550 MHz (n78)	2
Repeater	SOLiD US	HRDU_345_M	ALLIANCE 20 WATT C-Band TDD MIMO Amplifier Module, supports 3450-3550 MHz (n78)	2
Splitter	SOLiD	HROU_ECU1	2-Way Splitter / Combiner - 0-6000 MHz	4
Component Group: Parking Fiber				
Type	Manufacturer	Model	Description	Qty
Cable	Generic	Optic Fiber Jumper	FO-Loose Tube Standard Fiber Cable - 4 Number of Fibers - E9/125 Singlemode - 850/1310/1383/1550 nm Range	10.76 feet
Connector	Generic	SC-APC	Fiber Optic Connector - SC-APC	8
Component Group: Parking Headend				
Type	Manufacturer	Model	Description	Qty
Cable	Generic	25 ft Demarc Jumper Cable	Generic 25 ft. Jumper Cable (Demarc)	6
Fiber BDA Hub	SOLiD US	iOM_4_2700	ALLIANCE 4 Port optical module, use with iBIU, iODU, iOEU, supports 136 - 2700 MHz	1
Fiber BDA Hub	SOLiD US	iOM_B	ALLIANCE Blank optical module, use with iBIU, iODU	1
Filter	SOLiD US	iBIU_AC	ALLIANCE iBIU Chassis, AC Version Includes: iMCPU, iMPSU_AC	1
Filter	SOLiD US	iMDBU_1900P_E	ALLIANCE 1900 MHz with extension for Band 70 Input Module for the iBIU	1
Filter	SOLiD US	iMDBU_AWS13_B66B70	ALLIANCE 2100MHz (AWS 1+3) with extension for Band 70 and AWS-4 Input Module for the iBIU	1
Filter	SOLiD US	HPOI_1900P	ALLIANCE High Power POI Module (20W), 1900MHz PCS, 4 Ports	1
Filter	SOLiD US	HPOI_AWS13	ALLIANCE High Power POI Module (20W), 2100MHz (AWS 1+3), 4 Ports	1
Filter	SOLiD US	iBIU_B	ALLIANCE Input module, blank	2
Miscellaneous	SOLiD US	DMS_1200	ALLIANCE DAS Management System (DMS) for ALLIANCE - For use with Rel. 6	1

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Splitter	SOLiD US	iMCDU	ALLIANCE Main Combiner/Divider Unit that is connected to the iBIU chassis to operate as the main iBIU	1
Component Group: Parking Passive				
Type	Manufacturer	Model	Description	Qty
Antenna	CommScope	CMAX-O-43-UW-i53	Cell-Max™ Low PIM Omni In-building Antenna, 617–6000 MHz	1
Antenna	CommScope	CMAX-D-43-UW-i53	Low PIM Directional In-building Antenna, 617–960 MHz, 1695–2700, 3300-3800 and 4900-6000MHz	43
Cable	Times Microwave Systems	SPP25043F43M1.0F	3ft - 50 Ohm Low Loss, Low PIM Plenum Rated Coaxial Jumper Cable	91
Cable	RFS	ICA12-50JPL	ClearFillLine - 1/2in Low Loss Air Dialectric Cable - Plenum Rated/ Indoor/ Outdoor Usage/ Color Blue UV rated to ASTM G155 Steiner Tunnel Test Method UL 910 NEC 820-53 (a) CMP NFPA-262 NEC Article 800 Communication Circuits ETL Listed to UL444 Canadian CSA C.22.2/FT6	3608.73 feet
Cable	Times Microwave Systems	SPP25043MDM3.0F (MOB)	3ft - 50 Ohm Low Loss, Low PIM Plenum Rated Coaxial Jumper Cable	1
Cable	Times Microwave Systems	SPP25043M43MR3.0F	3ft - 50 Ohm Low Loss, Low PIM Plenum Rated Coaxial Jumper Cable	19
Connector	JMA Wireless	UPL-4MT-12	UPL 4.3-10 Male Torque Connector for Cables 1/2" Annular	122
Splitter	Microlab/FXR	DN-44FE (MOB)	Unequal Power Splitter (Tapper), PIM -161 dBc, 3:1 (4.8 dB), 350-5930 MHz, 500W, 4.3-10 Connectors, Low PIM <Last Modified: 13-11-17>	6
Splitter	Microlab/FXR	DN-64FE (MOB)	Unequal Power Splitter (Tapper), PIM -161 dBc, 6:1 (8 dB), 350-5930 MHz, 500W, 4.3-10 Connectors, Low PIM <Last Modified: 13-11-17>	4
Splitter	Microlab/FXR	DN-54FE (MOB)	Unequal Power Splitter (Tapper), PIM -161 dBc, 4:1 (6 dB), 350-5930 MHz, 500W, 4.3-10 Connectors, Low PIM <Last Modified: 13-11-17>	7

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Splitter	Microlab/FXR	DN-34FE (MOB)	Unequal Power Splitter (Tapper), PIM -161 dBc, 2:1 (3 dB), 350-5930 MHz, 500W, 4.3-10 Connectors Low PIM <Last Modified: 13-11-17>	7
Splitter	Microlab/FXR	D2-83FE	2-way Tube Style - Reactive Power Divider - Ultra Wideband 617-5925 MHz - 300W - Low PIM <-165 dBc - 4.3-10 Connectors, IP67 <Last Modified: 05-14-21>	13
Splitter	Microlab/FXR	DN-74FE (MOB)	Unequal Power Splitter (Tapper), PIM -161 dBc, 10:1 (10 dB), 350-5930 MHz, 500W, 4.3-10 Connectors, Low PIM <Last Modified: 13-11-17>	2
Splitter	Microlab/FXR	D2-83FE (MOB)	2-way Tube Style - Reactive Power Divider- Ultra Wide Band, PIM <-161 dBc, 617-5925 MHz - 4.3-10 Connectors, Low PIM <Last Modified: 28-08-19>	1
Component Group: Parking Remote				
Type	Manufacturer	Model	Description	Qty
Fiber BDA	SOLiD US	MROU_C_M_AC	ALLIANCE 5 WATT Remote Optical Unit Chassis - AC Power	4
Filter	SOLiD US	MROU_CU7	ALLIANCE 5 WATT Combiner Unit, 8 band, includes 600/700LTE+FN, 850IC, 1900 PCS, 2100 AWS13, 2300, 2500	4
Repeater	SOLiD US	MRDU_1900P	ALLIANCE 5 WATT 1900MHz Amplifier Module	4
Repeater	SOLiD US	MRDU_AWS13	ALLIANCE 5 WATT 2100MHz Amplifier Module	4
Repeater	SOLiD US	MROU_B	ALLIANCE 5 WATT Blank Amplifier Module MROU	16
Component Group: Terminal Passive				
Type	Manufacturer	Model	Description	Qty
Antenna	CommScope	CMAX-OMF8-43-UWi53	Cell-Max™ Low PIM Omni MIMO In-building Antenna, 617-6000 MHz	8
Antenna	CommScope	CMAX-LHM2-30-I53	[Preliminary] Cell-Max™ Low PIM Directional High Capacity Venue 2x2 MIMO Antenna 4G/5G/C-Band, 617–960 MHz, 1695–2700 MHz and 3300- 4200MHz, 4.3-10 This is an interim vex file that is based on preliminary specifications prior to official product release. Please consider design as budgetary and verify with CommScope before executing designs	6

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Antenna	CommScope	CMAX-LHM2-3030-I53	[Preliminary] Cell-Max™ Low PIM Directional High Capacity Venue 2x2 MIMO Antenna 4G/5G/C-Band, 617–960 MHz, 1695–2700 MHz and 3300-4200MHz, 4.3-10 This is an interim vex file that is based on preliminary specifications prior to official product release. Please consider design as budgetary and verify with CommScope before executing designs	2
Cable	Sym Technology	SFP-3F-4310M-4310F	[3 feet] 1/4" Super Flexible Low PIM Jumper Cable, Straight 4.3-10(M) to Straight 4.3-10(F)	66
Cable	RFS	ICA12-50JPL	ClearFillLine - 1/2in Low Loss Air Dialectric Cable - Plenum Rated/ Indoor/ Outdoor Usage/ Color Blue UV rated to ASTM G155 Steiner Tunnel Test Method UL 910 NEC 820-53 (a) CMP NFPA-262 NEC Article 800 Communication Circuits ETL Listed to UL444 Canadian CSA C.22.2/FT6	3090.01 feet
Cable	Generic	Fiber_SC-APC	1 FO strand, SC-APC connectors	22641.64 feet
Cable	Sym Technology	SFP-3F-4310M-4310M	[3 feet] 1/4" Super Flexible Low PIM Jumper Cable, Straight 4.3-10(M) to Straight 4.3-10(M)	4
Cable	RFS	LCF12-50J	CELLFLEX - 1/2in Low Loss Flexible Cable - Standard Jacket/ Outdoor Usage	102.65 feet
Cable	Sym Technology	SFP-3F-716M-4310M	[3 feet] 1/4" Super Flexible Low PIM Jumper Cable, Straight 7/16 DIN (M) to Straight 4.3-10(M)	4
Connector	Microlab/FXR	4.3-10 - Male	Microlab 4.3-10 - Male Coaxial Connector, PIM <-158 dBc <Last Modified: 14-05-15>	88
Connector	Generic	SC-APC	Fiber Optic Connector - SC-APC	66
Filter	Sym Technology	SCDX-TO	Twin Diplexer, Wall mountable, -161dBc, 150W, Outdoor & Salt Fog Test Complaint IP67 & 4.3-10 (F) (Rev.2) Port 1 & 4: 80-2690MHz, Port 2 & 5: 3300-5925MHz	5
Splitter	Sym Technology	SS-3-60-W	3-Way Wilkinson Power Splitter, 600-6000MHz, -155dBc, 50W, IP67 & 4.3-10 (F)	10
Splitter	Sym Technology	SC-20-60	20dB Directional Coupler, 600-6000MHz, -161dBc, 300W, IP67 & 4.3-10 (F)	2

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Component Group: Terminal Remote				
Type	Manufacturer	Model	Description	Qty
Cable	Sym Technology	SFP-3F-716M-4310M	[3 feet] 1/4” Super Flexible Low PIM Jumper Cable, Straight 7/16 DIN (M) to Straight 4.3-10(M)	1
Cable	ConductRF	FMP29-D1D2-W03	Jumper / 3 ft / Din 7/16 Male - Din 7/16 Male R/A / Low PIM / .141 Hand Formable (A29CPJ) / 50 ohm	9
Cable	Sym Technology	SFP-3F-4310M-4310M	[3 feet] 1/4” Super Flexible Low PIM Jumper Cable, Straight 4.3-10(M) to Straight 4.3-10(M)	2
Fiber BDA	SOLiD US	HROU_C_4000_AC	ALLIANCE 20 WATT Mid-Band Remote Optical Unit Chassis, AC Power, includes Optics and CPU (n77)	5
Fiber BDA	SOLiD	MROU_C_M_AC	5 WATT Remote Optical Unit Chassis - AC Power	10
Filter	SOLiD	MROU_CU4	5 WATT Combiner Unit, 7-band, includes 700LTE, 800/850, 1900 PCS, 2100 AWS, 2.5TDD, & 2.3 WCS	10
Filter	SOLiD Technologies	MROU_EF1	Cellular Pass Filtering for 5W MROUs - Rejects Public Safety Bands	9
Repeater	SOLiD	MRDU_1900P	5 WATT 1900MHz Amplifier Module	10
Repeater	SOLiD	MRDU_700LTEF	5 WATT 700MHz Amplifier Module	10
Repeater	SOLiD	MRDU_800I_850C	5 WATT 800MHz & 850MHz Amplifier Module	10
Repeater	SOLiD	MRDU_AWS13	5 WATT 2100MHz Amplifier Module **Available Q3 2016	10
Repeater	SOLiD	MRDU_2300_WCS	5 WATT 2300MHz WCS Amplifier Module **Available Q3 2016	9
Repeater	SOLiD	MRDU_2500_FB_TDD	ALLIANCE 5 WATT 2500 MHz TDD Amplifier Module,194MHz Contiguous, LTE + NR *PRELIMINARY	10
Repeater	SOLiD US	HRDU_Cband	ALLIANCE 32 WATT C-Band TDD SISO Amplifier Module, supports 3700-3980 MHz (n77)	5
Repeater	SOLiD US	HRDU_Cband_M	ALLIANCE 32 WATT C-Band TDD MIMO Amplifier Module, supports 3700-3980 MHz (n77)	2
Repeater	SOLiD US	HRDU_345	ALLIANCE 20 WATT C-Band TDD SISO Amplifier Module, supports 3450-3550 MHz (n78)	5

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Repeater	SOLiD US	HRDU_345_M	ALLIANCE 20 WATT C-Band TDD MIMO Amplifier Module, supports 3450-3550 MHz (n78)	3

Wi-Fi

Line#	Part Number	Quantity	Description	Manufacturer
Core Switches				
1.0	7520-48YE-8CE-AC-F	2	Extreme 7520-48YE Switch with front-back airflow; Ships with two AC power supplies, six fans, one 4-post rack mount kit; Supports 48x 25G/10G ports with MACsec and 8x 100G/40G ports with MACsec	Extreme Networks
1.1	97004-7520-48YE-8CE-AC-F	2	EW NBD AHR 7520-48YE-8CE-AC-F	Extreme Networks
1.2	10061	4	Pwr Cord,10A,NEMA 5-15P,IEC320-C13	Extreme Networks
1.3	25G-LR-SFP10KM	18	25G LR SFP28 10km LC connector Single-Mode MSA P/N ESPT251LR1LCL100.	Extreme Networks
2.0	100G-DACP-QSFP1M	2	100G Passive DAC QSFP28 1m MSA P/N EQPC1HPC010C0100.	Extreme Networks
IDF Switches				
3.0	5720-24MW	9	ExtremeSwitching 5720 24 100Mb/1Gb/2.5Gb/5Gb 802.3bt 90W PoE 2 stacking/QSFP28 1 unpopulated VIM slot MACsec capable includes fan modules 2 unpopulated modular PSU slots.	Extreme Networks
3.1	97004-5720-24MW	9	EW NBD AHR 5720-24MW	Extreme Networks
3.2	XN-ACPWR-1100W-FB	18	1100 Watt AC PoE Power Supply Module - Front to Back airflow	Extreme Networks
3.3	10099	18	Power Cord, 15A, USA, NEMA 5-15, IEC320-C15	Extreme Networks
3.4	5720-VIM-6YE	9	5720 Versatile Interface Module with 6 25GbE SFP28 ports, MACsec capable.	Extreme Networks
3.5	25G-LR-SFP10KM	18	25G LR SFP28 10km LC connector Single-Mode MSA P/N ESPT251LR1LCL100.	Extreme Networks
DMZ Switches				
4.0	5520-24X	2	ExtremeSwitching 5520 24 1Gb/10Gb SFP+ ports 2 stacking/QSFP28 1 unpopulated VIM slot includes 2 fan modules 2 unpopulated modular PSU slots.	Extreme Networks
4.1	97004-5520-24X	2	EW NBD AHR 5520-24X	Extreme Networks
4.2	XN-ACPWR-350W-FB	4	350 Watt AC Power Supply Module - Front to Back airflow	Extreme Networks

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4.3	10061	4	Pwr Cord,10A,NEMA 5-15P,IEC320-C13	Extreme Networks
4.4	100G-DACP-QSFP1M	2	100G Passive DAC QSFP28 1m MSA P/N EQPC1HPC010C0100.	Extreme Networks
Wireless Controllers				
5.0	E3125	2	ExtremeCloud IQ Controller E3125 – Large Venues edition, expandable to 10,000 devices per appliance. 20,000 in HA mode. Version 10 and above requires separate activation key (XIQ-CACT-HW) and XIQ Pilot or XIQ Navigator right-to-use licenses per managed device.	Extreme Networks
5.1	97000-E3125	2	EW TAC & OS E3125	Extreme Networks
5.2	XIQ-CACT-HW	2	ExtremeCloud IQ Controller Activation License for Hardware Appliances	Extreme Networks
5.3	PSI-1300W-APL	2	1300W Redundant power supply for network appliances E3120/E2122/4120C (validate supported model numbers before ordering)	Extreme Networks
5.4	10138	4	PWR CORD,NEMA,13A,NEMA 5-15P,C13,ST	Extreme Networks
5.5	100G-DACP-QSFP1M	4	100G Passive DAC QSFP28 1m MSA P/N EQPC1HPC010C0100.	Extreme Networks
Access Points				
6.0	AP5020-WW	93	Indoor Tri Radio Wi-Fi 7 AP, 2.4 GHz, 5GHz, 6GHz & Mulitrate Port, Internal antennas. TBar, Incl Mt (AH-ACC-BKT-AX-TB). Domain:World SKU	Extreme Networks
6.1	97000-AP5020-WW	93	EW TAC & OS AP5020	Extreme Networks
8.0	AP5050D-WW	16	Outdoor Internal Directional Antenna Tri Radio WiFi 6E AP (4x4:4), 2.4 GHz, 5GHz, 6GHz & Multirate Port, Directional Antennas: software selectable: 30° or 70° . Mounting sold separately. Domain: World Sku	Extreme Networks
8.1	97000-AP5050D-WW	16	EW TAC & OS AP5050D-WW	Extreme Networks
8.2	MBO-ART03	16	MBO-ART03 2-axis articulating mounting bracket (+/- 80 deg tilt, 10 deg increments). 3 position extension arm (7.0, 8.5, 10.0 inches). Must be used with ACC-MBO-KT-AX	Extreme Networks
9.0	AP5050U-WW	4	Outdoor Tri Radio WiFi 6E AP (4x4:4) , 2.4 GHz, 5GHz, 6GHz & Multirate Port, Internal Omni antennas. Mounting sold separately, Domain: World Sku	Extreme Networks
9.1	97000-AP5050U-WW	4	EW TAC & OS AP5050U-WW	Extreme Networks

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9.2	MBO-ART03	4	MBO-ART03 2-axis articulating mounting bracket (+/- 80 deg tilt, 10 deg increments). 3 position extension arm (7.0, 8.5, 10.0 inches). Must be used with ACC-MBO-KT-AX	Extreme Networks
Licenses				
7.0	XIQ-PIL-S-C-EW	128	ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for one (1) device (1 year) [Term: 1 Year]	Extreme Networks

Incorporate a revenue-generating advertisement element into the Public Wi-Fi solution additive alternate.

As the world's largest Wi-Fi sponsorship platform, Boingo Media enables one-click, sponsored access to lightning-fast, free Wi-Fi. This enables BUR to generate revenue with every Wi-Fi session while ensuring passengers have an outstanding passenger experience.

For more than 15 years, Boingo has pioneered the use of sponsored Wi-Fi access. The Boingo Media platform is the world's leading Wi-Fi advertising platform and was awarded the "Best Digital Video Ad Platform" in the Cynopsis Digital Model D Awards.

Our experienced media sales and operations team is in-house–**something no other third-party operator or Tier 1 carrier can boast**. This has enabled us to develop rich, long-term partnerships with some of the world's leading brands and agencies. Below is just a partial list of the brands that have utilized the Boingo Media platform to reach travelers.

Airlines
- Air France
- American Airlines
- Austrian Airlines
- Avianca Brazil
- Cathay Pacific
- Hawaiian Airlines
- Southwest Airlines
- Turkish Airlines
- United Airlines

Travel
- Amtrak
- Celebrity Cruises
- Disneyland
- Enterprise
- Lyft
- Norwegian Cruise Lines
- Sea World
- Uber
- Walt Disney World

Consumer Goods
- 1-800-Flowers
- Absolut Pernod
- Advil
- Chivas
- Dockers
- Duracell
- Kaiser
- McDonald's
- Nissan
- Pandora
- Peloton
- Starbucks
- Vineyard Vines
- Volkswagen
- Wonderful Pistachios

Finance
- American Express
- Bank of America
- Blackrock
- Chase
- Discover Card
- Fifth Third Bank
- H&R Block
- HSBC
- MasterCard
- PWC
- Santander Bank
- Visa
- Zelle

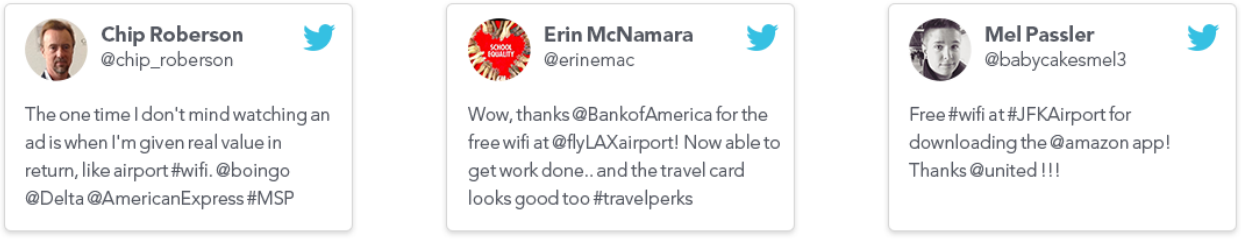
Entertainment
- Amazon Prime
- HBO
- Hulu
- Netflix
- Showtime

Luxury
- Armani
- Calvin Klein
- Carolina Herrera
- Chanel
- Dior
- Dolce & Gabbana
- Estee Lauder
- L'Oréal
- Prada
- Ralph Lauren
- Tiffany

Hotels
- Choice Hotels
- DoubleTree
- Hotels.com
- Hyatt
- IHG
- La Quinta
- Marriott
- Wynn Las Vegas

Technology
- Amazon
- AOL
- Apple
- Audible
- AWS
- Cisco
- Duck Duck Go
- eBay
- IBM
- LinkedIn
- Microsoft
- Norton
- Postmates
- Salesforce
- Samsung
- SAP
- Shutterfly
- Yelp

Tourism Boards
- Arizona Tourism
- Aspen Tourism
- Jackson Hole
- Mexico Tourism
- New Mexico Tourism
- Taipei Tourism
- Texas Tourism
- Tourism Australia
- Visit Orlando
- Visit Phoenix
- Visit South Walton
- Visit Tucson



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In addition to paid sponsorships, the BUR team can use the Boingo Media platform to run “house ads” at no cost. Furthermore, local governments, like the Los Angeles Department of Public Health, have utilized the Boingo Media platform to reach the traveling public with campaigns such as “Vaccinate LA County.”

We understand the Authority's goal of creating a revenue-generating advertisement element while enabling a frictionless user experience. For BUR, we have identified two options BUR can leverage.

- A short-form pre-roll (0:15), similar to what a user encounters on websites/apps like ESPN or Instagram or to connect to free in-flight Wi-Fi. Select “**See How It Works**” for a demonstration of this format.
- A one-click to connect splash page without video known as the "billboard" format.

Our experienced, in-house media team will work with the Authority to determine the best path forward to reach the optimal balance between revenue generation and passenger experience.

Describe a detailed implementation plan and timeline outlining key milestones, tasks, and strategic approach to ensure efficient deployment and ongoing services.

IMPLEMENTATION PLAN

Boingo understands the importance of timely delivery of the DAS and Wi-F for this project and the need for carrier support, design approval, and onboarding. Accordingly, if awarded, Boingo will work closely with BUR and the carriers to establish and finalize a build scope, plan, and schedule acceptable to the parties. Additionally, Boingo will work closely with all parties to assess opportunities to accelerate the process to meet project objectives.

Based on the construction schedule and dates provided by the Authority and our experience, we are confident that Boingo can meet the Authority’s objectives of having the DAS and Wi-Fi network fully installed and carriers **on air well ahead of the RPT opening date**. We expect to have the network fully installed by July 2026 and will be performing testing, optimization, and closeout tasks from July to September. Ongoing optimization will occur after the opening of the Airport when the airport is operational and at load.

PROJECT SCHEDULE			
TASK	**START**	**FINISH**	**COMMENTS**
BUR Service Commencement Date	04/03/25	04/03/25	**Milestone**
Preliminary Design Phase	04/03/25	05/02/25	
Preliminary DAS and Wi-Fi Designs	---	---	Included with proposal.
Initial Team Site Walks/Project Kickoff	04/07/25	04/09/25	
Develop DAS/Wi-Fi/HE Design Construction Drawings	04/07/25	04/30/25	
Complete Venue DAS/Wi-Fi Design Reviews	04/08/25	04/09/25	
Update DAS/Wi-Fi Designs	04/10/25	04/24/25	
Review 50% DAS/Wi-Fi/HE Design Construction Drawings	05/01/25	05/02/25	

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Obtain Venue Approval for DAS/Wi-Fi Designs	05/01/25	05/02/25	
Final Design Phase	05/05/25	08/29/25	**Milestone**
Share DAS Designs with Carriers/Obtain Feedback	05/05/25	05/30/25	
Develop 90% DAS/Wi-Fi Construction Drawings	05/05/25	05/24/25	
Develop DAS Design (90% Design)	06/02/25	06/13/25	
Generate Scopes of Work for Installation	06/02/25	06/06/25	
Obtain Venue Approval for 90% Design & CDs	06/16/25	06/17/25	
Conduct Bid Walk with Contractors	06/18/25	06/20/25	
Compile Final Design Project Costs	07/14/25	07/18/25	
Deliver Final Design Project Costs to the Carrier Team	07/23/25	07/23/25	
Execute First Carrier Access Agreement	07/23/25	08/29/25	**Milestone**
Construction Phase	09/01/25	08/07/26	Interior work completed in advance of 05/08/25 BUR Interior Finishes complete
Obtain Venue Approval for Construction	09/01/25	09/01/25	
Order NOC Monitoring Circuit	09/02/25	09/02/25	
Obtain Electrical/Construction Permits	09/01/25	12/01/25	
Update Project Costs and Budget	09/01/25	09/12/25	
Order Long Lead Items & Issue Critical POs	09/15/25	09/19/25	
Order Remaining Materials & Issue Remaining Construction POs	10/20/25	11/08/25	
Receive Materials	11/11/25	12/13/25	
Configure APs/Switches	12/01/25	12/20/25	
Complete Pre-Construction Meeting	01/05/26	01/06/26	Garage install to be completed before 02/25/26
Install Cable Conduit/Pathways	01/05/26	03/27/26	
Complete Fiber Backbone Installation	01/23/26	04/15/26	As Needed
Complete DAS & Wi-Fi Cabling, DAS Antenna and AP Installation	01/23/26	4/15/26	Interior work complete in advance of 05/08/25 BUR Interior Finishes complete
Install Headend/IDF Electrical	01/05/26	03/27/26	
Install DAS Remote Hardware, Wi-Fi Switches in IDFs	03/03/26	07/10/26	
Install Headend Hardware	06/08/26	07/10/26	
Obtain Substantial DAS Construction Complete Certificate from Carriers	07/13/26	07/13/26	**Milestone**

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Confirm NOC Monitoring	07/31/26	07/31/26	
Wi-Fi Network Certification	08/03/26	08/07/26	
Test, Accept, Launch Phase	07/13/26	09/30/26	**Milestone**
Complete DAS Green Light, CW Testing & Optimization	07/13/26	08/14/26	
Complete WIFI QA Field Survey/RF Review/Optimization	08/14/26	09/18/26	
Issue Notice to Proceed to Carriers for Radio Installation	07/31/26	07/31/26	Carrier Contracts could pull this date in
Carriers BTS Equipment/POI Connections Installed and Tested	08/03/26	09/18/26	Stagger VZW/TMO/ATT HE installs as needed
Complete Carrier Integrations & DAS Commissioning	08/17/26	09/29/26	Stagger VZW/TMO/ATT DAS Commissioning
DAS & Wi-Fi Launch/In-Service Date	**09/30/26**	**09/30/26**	**Milestone**
Optimization and Closeout Phase	10/01/26	12/23/26	Network
Complete DAS & Wi-Fi Optimizations	10/01/26	11/30/26	
Compile DAS Carrier Closeout Packages	10/01/26	11/30/26	
Carrier DAS Acceptance Certifications	12/15/26	12/15/26	
Submit DAS & Wi-Fi As-Built Designs & CDs to Venue	12/23/26	12/23/26	
Operations & Maintenance Phase	09/30/26	---	Ongoing

Design Packages
To ensure a positive customer experience, Boingo will develop the as-built documents in AutoCAD and submit them electronically to the Authority for review and approval. The Final As-Built Drawings will include:

FINAL AS-BUILT DRAWING SUBMITTALS	
DELIVERABLE	**DESCRIPTION**
Detailed Design	• Final RF Design • Reviewed and stamped by an RF Engineer • Final Installation Design • Reviewed and stamped by a Professional Engineer
Floor Plan Drawings	• Reflect the true “installed conditions” and indicates: – Device locations – Device legends – Device names – All cable and fiber routes
Rack Elevations	• Featuring installed equipment in IDF/MDF/TR/IT/DAS headend rooms

Provide a brief description of how the Respondent plans to effectively integrate with the DB Contractor for an efficient deployment.

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As mentioned in the sections above, Boingo has worked extensively deploying DAS and Wi-Fi network infrastructure in new construction environments. Our team has an established track record of success integrating with design-build contractors and project stakeholders, having recently completed new builds at iconic venues such as Intuit Dome, SDSU's Snapdragon Stadium, and, most similar to BUR, the PDX Terminal Core Redevelopment Project. Boingo has an established playbook and best practices that will be applied to ensure the project is completed on time, safely, and exceeds the standards of the Authority. Some of these best practices include:

- Boingo project team will familiarize themselves and follow the guidelines and standards set forth in the "Hollywood Burbank Airport Replacement Passenger Terminal Project Tenant Construction Information" document provided as part of this RFP.
- Boingo will complete all prerequisites to begin work on site
- Boingo will conduct a kickoff meeting with DB Contractor and any necessary partners to review the design, project and overall approach, and attend weekly meetings held by the DB Contractor.
- Boingo will work with DB Contractor and respective trades to stay ahead of room and ceiling closures. It is critical to have the network infrastructure installed ahead of interior finish work to meet the overall project schedule and ensure TCO.
- Boingo will communicate concisely and transparently with DB Contractor and project stakeholders. Boingo will work as a part of the collective team which is paramount to the overall success of the project.
- Boingo will ensure its employees and contractors complete all Site Safety Orientation and Weekly Safety Meetings and comply with all Personal Protective Equipment Requirements.

Provide a brief description of how the Respondent plans to effectively integrate with the Authority for ongoing service contracts.

Boingo will effectively work with the Authority and its stakeholders, partners, and vendors during both the Pre-Concession Phase and during the Concession. During Pre-Concession, Boingo will meet with the Authority and DB Contractor to understand any contractual obligations and navigate accordingly. The Boingo dedicated Account Manager will be responsible for understanding the framework working with the Authority, tenants, and partners on a day-to-day basis.

Provide details on the warranty and maintenance terms, specifying durations of coverage, and services, and outlining options for warranty extensions, and maintenance plans to ensure a comprehensive understanding of ongoing support and services.

The proposed DAS equipment is covered under SOLiD's 3-year warranty, starting at the time of delivery. For the Wi-Fi solution, Extreme Networks has agreed to start the warranty once it has been accepted at BUR. Additionally, Extreme Networks allows the APs to be painted without voiding the warranty—unlike other Wi-Fi OEMS—providing BUR with the benefit of aesthetically camouflaging APs as needed. Boingo acknowledges that we will effectively operate and maintain each component of the system and all the hardware and software necessary for its efficient operation. Boingo will work with the hardware manufacturers to stock a variety of critical equipment spares and develop an advanced return merchandise authorization (RMA) strategy.

Boingo maintains the experience, processes, and relationships to fulfill any level of onsite repair and troubleshooting during and after equipment warranty periods. Each support option below is subject to the terms outlined in the SLA and related commercial agreements. Boingo maintains

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an installation and on-demand break/fix relationship with a number of nationwide and regional on-site services providers. We are accustomed to and proficient at rapidly building and maintaining global wireless access networks down to the venue level, leveraging the below solutions, as appropriate, to adhere to required service levels.

- **Dedicated on-site engineers:** To support the largest, most critical locations and services, Boingo has dedicated engineers on-site for a minimum of eight hours/day for maintenance and immediate local support of issues.
- **Shared on-site engineers:** For slightly less critical services in which several locations are geographically clustered, Boingo has dedicated engineers on-site in at least one location daily with a short transit to other clustered locations, if needed.
- **Retained contracted services:** Where appropriate, Boingo retains break/fix and maintenance contracts with local trained, badged, and preferred contractors for 24/7 response within agreed upon SLAs.

DAS & WI-FI MAINTENANCE PLAN

Boingo's solution includes a detailed maintenance plan designed to integrate with the Authority's ongoing service contracts while driving consistency and delivering optimal system performance. Please see the overview below of the activities and frequency associated with preventative maintenance Boingo will perform over the duration of the contract:

ITEM	DESCRIPTION
Network Maintenance & Repair	• Address network issues according to agreed-upon Service Level Availability (SLA). • Alarm Management Process: 1. The Boingo NOC Analyst receives an alert from the monitoring system or a user. 2. The Boingo NOC Analyst troubleshoots and generates an internal NOC Ticket that automatically generates an external notification to the venue customer. 3. If the NOC cannot resolve the issue, the ticket will be sent to the Boingo Operations Field Engineer (FE) assigned to the venue. 4. The Boingo FE will begin advanced remote troubleshooting (timeline & additional venue notifications depend on the issue Severity) and, if unable to resolve, will dispatch themselves and/or a subcontractor partner to the venue. 5. With the Boingo NOC & Engineering teams, the Operations FE will troubleshoot until it is repaired. 6. The Boingo NOC will continue monitoring the problem area as needed before formally resolving the issue and closing the ticket. • All network device software/firmware configurations are backed up and maintained per company policy. • All service-affecting maintenance performed during established maintenance window periods except as needed to restore service. • Troubleshoot and repair known existing issues via remote connection.

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	• Order required materials to complete repairs during the health check.
	• Continue troubleshooting during health checks as necessary
	• Troubleshoot and repair all alarms as currently present in the network management system, as possible via remote connection.
	• Verify in the DAS management system that all carriers have the expected input power into the DAS.
	• Verify in the DAS management system that all amplifiers are outputting the expected output power.
	• Confirm Wi-Fi controller configurations:
	  – Access point groups
	  – Tx power
	  – Channel assignments
	  – Frequency band utilization
	  – Verify switch and router port labeling
	• Note any potential areas of concern and plan a resolution timeline accordingly.
	• Submit Weekly Performance Report.
	• Review and Discuss Report Findings during Bi-Weekly Status Meetings.

HVAC Maintenance (if applicable)	• Schedule: 1-4 times/year as the manufacturer requires.
	• Perform standard maintenance per manufacturer guidance.
	• Standard maintenance for inspection/replacement:
	  – Inspect refrigerant charge as needed
	  – Clean and/or replace all air filters
	  – Clean indoor and outdoor units from any debris
	  – Inspect for proper cooling
	  – Inspect and clean drain pans and drain lines for any algae buildup
	  – Inspect blower and grilles to ensure that air moves freely
	  – Inspect Fan belts
	  – Inspect and clean condenser and evaporator coils
	  – Inspect wiring and connections
	  – Make sure the unit cycles on and off properly
	  – Inspect amperes on the fan motor and compressor for regular readings
	• Check for any undue noise or vibration

Fire Suppression System Maintenance (if applicable)	• Schedule: 1-4 times/year as required by the manufacturer and Authority Having Jurisdiction (AHJ), usually the local Fire Department. • Inspect the system to determine whether it is in service and satisfactory condition per NFPA standards. • Identify potentially detrimental site conditions that could compromise the performance of mechanical and/or electronic components of the system. • Inspect for adequate clearance and condition of the discharge devices to allow for proper distribution and activation.

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	• Inspect each release control device for proper position, general condition, accessibility, and appropriate signage:
	  – Inspect and conduct required tests for each particular hazard system.
	  – Inspect the fire department connection couplings, caps, threads, clappers, check valves, and drains (where applicable).
	• Inspect the general condition of visible and accessible piping, hoses, hangers, drain valves, gauges, and related equipment.
	• Inspect cylinders, straps, and outlet fittings connected to the discharge manifold for tightness and bracing.
	• Check for the proper quantity of extinguishing agent, check storage pressure, and record the last hydro-test for agent cylinders and hoses.

Physical Inspection of Wireless Networks/Systems	• Schedule: Annually or per SLA. • Headend/Core: System physical inspection for proper labeling, security, cable management, connections, cleanliness, and device alarms not detected remotely. Clean filters on equipment where applicable. Ensure equipment is secure, and there are no safety concerns. • DAS Remote Radio Units: Inspect the physical condition of the DAS remotes, looking for signs of damage, corrosion, or loose connections. • Access Points & Antennas: Visual inspections are done to ensure the device is secure and, where applicable, the azimuth is as designed and that there are no environmental changes that would impede the RF signal. • IDFs: Verify that all cables and connectors are securely attached and undamaged. Inspect for general cleanliness and vacuum for dust and debris as needed. Ensure equipment is secure, temperature is within operating limits, and no safety concerns exist. • Fiber Infrastructure: Physical inspection to check for signs of damage, loose connections, or cable degradation. Clean all fiber connectors on any system with greater than 2.5 dB of optical loss and validate that connections are correctly labeled.
UPS Maintenance	• Physical Inspection of all connections and battery cells for corrosion, deterioration, torque, signs of overheating, and abnormalities. • Physical inspection of UPS for any alarms/notifications not detected remotely. • General cleanliness. Vacuum for dust/debris. • Verify proper voltage from each cell
Remote Maintenance	• Remotely complete system software upgrades, security patches, and backups.
Network Performance Monitoring Probes	• Probes simulate users by completing speed tests, watching online videos, uploading and downloading files to file-share

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	sites, and collecting information from the RF environment regularly throughout the day. • Probes provide data to expand system monitoring capabilities and enhance network KPIs for reports and dashboards.

Periodic RF Walk Testing	• Schedule: Following all hardware upgrades and per SLA.
	• Collect signal data to ensure no degradation from design specifications.
	• Using a spectrum analyzer, collect UL noise at the head-end (DAS only).
	• Plots of individual channels on which macro interference is present (DAS only).
	• Collect RF KPI measurements using an RF scanner in all areas covered by the DAS network for all active DAS inputs, including:
	  – TOPN plots
	  – RSRP
	  – RSRQ
	  – SINR
	• Identify channel utilization and check for interference.
	• RF power level validation testing.
	• Complete throughput testing.
	• Test connectivity, latency, & roaming.

Additional Disaster Recovery and Backup Plan

Due to the ever-evolving nature of network needs and related project risks, it is critical that BUR partners with a provider with a solid track record of deployment and operational experience across multiple technologies in the transportation sector. Our Disaster Recovery and Backup Plan provides continuity and recovery of our technology infrastructure and information, prevents the loss of company information, customer data, and transactions, and resumes primary business functions as soon as possible.

Methodology

Boingo is committed to the continuity of wireless service despite unpredictable events. Because we regularly test our critical business applications, we are fully equipped to continue operations in the event of a business interruption and resume operations quickly following a disaster.

Scenario Testing

Additionally, we partner with a vendor that provides data center and network recovery services if our facilities are unusable because of an incident. We have also established and rehearsed standardized procedures, including regularly scheduled back-ups and offsite storage, and teams that can quickly assess the incident, communicate the situation to senior management, and manage the recovery process.

The proposal shall be fully inclusive of all direct and indirect costs, fees, risks, and profits to deliver the Scope as defined in Exhibits A & B, relevant attachments, and the design drawings. This includes costs for day-to-day operations and maintenance and modifications or replacements of any equipment.

Boingo confirms that the proposed solution includes all direct and indirect costs, fees, risks, and profits to deliver the Scope as defined in Exhibits A & B, relevant attachments, and the design drawings.

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6. PRICING STRUCTURE - CELLULAR CARRIER NEUTRAL HOST DISTRIBUTED ANTENNA SYSTEM

Provide a transparent and comprehensive pricing structure for the installation, maintenance, and continuous support of Cellular DAS and Public Wi-Fi. Clearly outline all relevant costs and details to ensure clarity and understanding of the financial aspects associated with the proposed Cellular DAS and Public Wi-Fi. Refer to Exhibit C – Pricing Structure. In the event the Concessionaire and/or the individual cellular carriers begin to provide new service offerings, utilizing new technologies (e.g., providing broadband data service using 5G technologies, and future Wi-Fi standards), any additional revenue generated, through the use of the Cellular DAS and Public Wi-Fi, will be subject to a new revenue sharing agreement with the Authority, to be negotiated prior to such services being brought online.

Revenue and Financing Model

Boingo is a leading neutral host provider with more than 25 years' experience delivering both DAS and Wi-Fi solutions to some of the world's most iconic venues and dynamic ownership groups. As the leader in new construction and airport deployments, we believe we are uniquely positioned to deliver the services described in the DAS and Wi-Fi RFP(s). Our proposal is designed to meet the priorities of Hollywood Burbank Airport, however, if there are categories, timing, etc., that better meet your operational needs, we would happily tailor a financial structure that meets and exceeds your objectives.

CELLULAR DAS + PUBLIC WI-FI ($7.28M IN VALUE TO BUR)

Boingo proposes to design, build, operate, and maintain a state-of-the-art 5G Neutral Host DAS and Public Wi-Fi network at **no cost to Hollywood Burbank Airport**. The DAS and Wi-Fi will be deployed with the latest technology and our proposed solutions exceed the requirements outlined in Exhibit A and Exhibit B and throughout the RFP.

Included at no cost to Hollywood Burbank Airport ($4,550,000 in value to BUR)

- Turnkey 5G Neutral Host DAS ($2.96M)
- Turnkey Public Wi-Fi 7 ($850,000)
- World Class Maintenance Monitoring Program ($740,000)

Revenue to Hollywood Burbank ($2,734,000)

In addition to the zero-cost infrastructure and full management of the DAS and Public Wi-Fi, our proposal includes both guaranteed revenue in the form of milestone-based payments, and Minimum Annual Guarantee (MAG) with a 5% escalator, and variable revenue that allows the Authority to share in additional upside throughout the 10-year term.

Revenue Payment Summary- Cellular DAS + Public Wi-Fi

	Payment Type	Amount
Milestone Payments	Upfront Payment at Construction Start	$75,000
Milestone Payments	Carrier On Boarding	$375,000
Recurring Payments	Minimum Annual Guarantee	$1,509,000
Recurring Payments	Revenue Share (50%)	$775,000
	Total Payments to Authority (10 yr)	**$2,734,000**

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The subsequent section provides further clarification and detail to our financial proposal.

Milestone Payments: ($450,000)

Upfront ($75,000)
Boingo will pay the Authority seventy-five thousand dollars ($75,000) at commencement of construction.

Carrier On-Boarding Payments ($375,000)
Boingo will pay the Authority one hundred twenty-five thousand dollars ($125,000) per carrier at executing a carrier user agreement for a total of three hundred seventy-five thousand dollars ($375,000).

Recurring Payments: ($2,284,000)

Minimum Annual Guarantee ($1,509,000)
Boingo will pay the Authority a Minimum Annual Guarantee (MAG) in the amount of one hundred twenty thousand dollars ($120,00) per year. The MAG will also include an annual escalator of 5%. The total of MAG with the 5% escalator applied is ($1,509,000) over the 10-year term. Boingo is flexible on the payment schedule and will accept monthly, quarterly or annual payments based on the Authority's preference.

Estimated Revenue Share Upside to Authority ~ ($775,000 additional upside)
If revenue exceeds the Minimum Annual Guarantee, Boingo will provide a 50% share of revenue collected from the DAS and Wi-Fi networks to the Authority. Boingo has carefully evaluated Hollywood Burbank Airport and, given extensive experience operating DAS and Wi-Fi networks in airports. We estimate payments to the authority to exceed ($775,000) dollars in addition to the ($1,509,000) MAG for a total of ($2,284,000) recurring revenue payments over the 10-year term.

Cellular DAS + Public Wi-Fi

Construction Commencement Payment	$75,000
Carrier On Boarding Payment	$375,000
Guaranteed Upfront Payments to Authority	$450,000
Estimated Respondent Costs (Boingo)	$3,811,000

	Year 0	Yrs 1-10 Total	Yrs 1-20 Total
Estimated Carrier Access Fees		$3,742,257	$8,483,296
Revenue Share			
MAG		1,358,412	3,571,123
Payments to Authority	**$850,000**	**$1,871,128**	**$4,254,365**

Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
	$336,000	$343,920	$352,045	$360,381	$368,934	$377,710	$386,714	$395,953	$405,435	$415,165
	72,000	74,160	76,385	78,676	81,037	83,468	85,972	88,551	91,207	93,944
	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
	120,000	126,000	132,300	138,915	145,861	153,154	160,811	168,852	177,295	186,159
$450,000	**$204,000**	**$209,040**	**$214,215**	**$219,529**	**$224,985**	**$230,589**	**$236,343**	**$242,252**	**$248,321**	**$254,554**

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Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
$425,128	$435,330	$445,778	$456,476	$467,430	$478,648	$490,135	$501,897	$513,942	$526,276
96,762	99,665	102,655	105,734	108,906	112,174	115,539	119,005	122,575	126,252
50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
195,467	205,241	215,503	226,278	237,592	249,471	261,945	275,042	288,794	303,234
$260,945	**$267,498**	**$274,216**	**$281,105**	**$288,168**	**$295,411**	**$302,837**	**$310,451**	**$318,259**	**$326,264**

Assumptions and Clarifications

- Our financial proposal and assumptions are based on the technical requirements and information provided in the RFP, including all Addendums, Exhibits, and documentation during the solicitation.
- Revenue will be generated from both the DAS and Public Wi-Fi solutions. Wireless Carriers will pay access fees for DAS, and Wi-Fi will generate revenue through authority-approved advertising, media, and off-loading opportunities.
- The model assumes the internet backhaul for the Public Wi-Fi will be furnished by the Authority.
- The upfront Public Wi-Fi capital investment is limited to ($850,000) per the current scope outlined in the RFP.
- There are no upfront or recurring fees to build, manage, and operate the Cellular DAS and Public Wi-Fi network at Hollywood Burbank Airport.
- Upgrades and new revenue-generating technologies throughout the term will be handled with either an amendment or new agreement per the RFP.
- Boingo provides timely payments to its clients, however, if payment is late to the Authority, Boingo would recommend a 15-day grace period and a 10% penalty fee.
- Boingo would be happy to discuss a mechanism that works for the Authority to ensure a transfer of assets at the end of term.

ALTERNATIVE STRUCTURE: CELLULAR DAS WITH NO PUBLIC WI-FI ($6.21M)

In addition to the above proposal, Boingo is willing to provide Cellular DAS as a standalone solution should the Authority prefer to remove the Wi-Fi additive Alternate from the proposed scope.

Boingo would design, build, operate, and maintain state-of-the-art 5G Neutral Host DAS at **no cost to Hollywood Burbank Airport**. The DAS will be deployed with state-of-the-art technology and follow the requirements outlined in Exhibit A of the RFP. Similar to the structure above, Boingo would provide a turnkey DAS and ongoing operation at no cost to the Authority.

Included at no cost to Hollywood Burbank Airport $3,490,000 in value to BUR)

- Turnkey 5G Neutral Host DAS ($2.96M)
- World Class Maintenance Monitoring Program ($530,000)

Revenue to Hollywood Burbank Airport ($2,720,000)

In addition to the zero-cost infrastructure and full management of the DAS, the proposal includes guaranteed revenue in the form of milestone-based payments and a Minimum Annual Guarantee (MAG) with a 5% escalator and variable revenue that allows the Authority to share in additional upside throughout the 10-year term.

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Guaranteed Revenue Payment Summary- Cellular DAS only

	Payment Type	Amount
Milestone Payment	Upfront Payment at Construction Start	$100,000
Milestone Payment	Carrier On Boarding	$750,000
Recurring Payments	Minimum Annual Guarantee	$1,358,000
Recurring Payments	Revenue Share (50%)	$512,000
	Total Guaranteed Payments to **Authority**	**$2,720,000**

Milestone Payments: ($850,000)

Upfront ($100,000)
Boingo will pay the Authority one hundred thousand dollars ($100,000) at the commencement of construction.

Carrier On-Boarding Payments ($750,000)
Boingo will pay the Authority two hundred fifty thousand dollars ($250,000) per carrier at executing a carrier user agreement for a total of seven hundred fifty thousand dollars ($750,000).

Recurring Payments: ($1,870,000)

Minimum Annual Guarantee ($1,358,000)
Boingo will pay the Authority a Minimum Annual Guarantee (MAG) in the amount of one hundred eight thousand dollars ($108,00) per year. The MAG will also include an annual escalator of 5%. The total of MAG with the 5% escalator applied is ($1,358,000) over the 10-year term. Boingo is flexible on the payment schedule and will accept monthly, quarterly or annual payments based on the Authority's preference.

Estimated Revenue Share Upside to Authority ~ ($512,000) additional upside)
If revenue exceeds the Minimum Annual Guarantee, Boingo will provide a 50% share of revenue collected from the DAS and Wi-Fi networks to the Authority. We estimate payments to exceed ($512,000) dollars in addition to the ($1,358,000) MAG for a total of ($1,870,000) dollars in recurring revenue payments over the 10-year term.

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Cellular DAS Only

Construction Commencement Payment	$100,000
Carrier On Boarding Payment	$750,000
Guaranteed Upfront Payments to Authority	$850,000
Estimated Respondent Costs (Boingo)	$2,961,000

	Year 0	Yrs 1-10 Total	Yrs 1-20 Total
Estimated Carrier Access Fees		$3,742,257	$8,483,296
Estimated Offload and Advertising		825,399	1,934,667
Revenue Share			
MAG		1,509,347	3,967,914
Payments to Authority	**$450,000**	**$2,283,828**	**$5,208,982**

Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
	$336,000	$343,920	$352,045	$360,381	$368,934	$377,710	$386,714	$395,953	$405,435	$415,165
	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
	108,000	113,400	119,070	125,024	131,275	137,838	144,730	151,967	159,565	167,543
$850,000	**$168,000**	**$171,960**	**$176,023**	**$180,191**	**$184,467**	**$188,855**	**$193,357**	**$197,977**	**$202,717**	**$207,582**

Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
$425,128	$435,330	$445,778	$456,476	$467,430	$478,648	$490,135	$501,897	$513,942	$526,276
50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
175,921	184,717	193,952	203,650	213,833	224,524	235,750	247,538	259,915	272,911
$212,564	**$217,665**	**$222,889**	**$228,238**	**$233,715**	**$239,324**	**$245,067**	**$250,949**	**$259,915**	**$272,911**

Assumptions and Clarifications

- Our financial proposal and assumptions are based on the technical requirements and information provided in the RFP, including all Addendums, Exhibits, and documentation during the solicitation.
- Revenue will be generated from Neutral Host DAS. Wireless Carriers will pay access fees for DAS, which will be shared with The Authority.
- There is no cost or fee to Hollywood Burbank Airport for the DAS.
- Upgrades and new revenue-generating technologies throughout the term will be handled with either an amendment or new agreement per the RFP.
- Boingo provides timely payments to its clients, however, if payment is late to the Authority, Boingo would recommend a 15-day grace period and a 10% penalty fee.
- Boingo would be happy to discuss a mechanism that works for the Authority to ensure a transfer of assets at the end of the term.

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7. CONCESSION AGREEMENT ACKNOWLEDGEMENT STATEMENT

A sample Concession Agreement will be issued in an addendum to this RFP as Exhibit D. Respondent must include in its proposal a sample agreement acknowledgment statement indicating either: (i) Respondent will execute the sample agreement as presented; or (ii) Respondent objects to language in the sample agreement. If Respondent objects to any language contained in the sample agreement, then Respondent must identify the contested contract language and shall submit alternative contract language for consideration. Proposals that do not expressly declare such a statement related to their acceptance of the sample agreement, and that do not identify contested contract language and include alternative contract language, shall be deemed nonresponsive. The scope, nature, and severity of the alternative contract language submissions (particularly as they relate to the indemnification requirement) may result in a reduced score. The Authority reserves the right to alter the sample agreement after the selection of a firm with notice and agreement to the proposed awardee.

#	LOCATION IN RFP DOCUMENT	OBJECTION	ALTERNATIVE PROVISION
1	20.6	Business Interruption Insurance	Boingo will provide a more reasonable limit to the amount of economic loss that could occur due to our system.
2	20.8	Commercial Crime Insurance	Criminal, Intentional, or Fraudulent Acts are excluded from most insurance policies and likely would not apply in this situation in any event.
3	2.3	Expiration Date; Option to Extend	Boingo is willing to discuss this further with the Authority but would prefer to align the Expiration Date to the System On Air Date in the event the RPT Opening Date changes.
4	3.3	Non-Exclusive Rights	We understand the Authority cannot grant Boingo exclusive rights to all FCC licensed frequencies, such as those utilized by Air Traffic Control or Ground Operations; however, Boingo would just need exclusivity to frequencies used by wireless carriers.

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8. INSURANCE

Respondent shall provide a sample certificate of insurance that accurately represents and verifies that the required insurance coverage will be met. The requirements are listed in Exhibit D – Concession Agreement.

LIABILITY INSURANCE

ACORD® **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY) 1/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo CA 92656 License#: 0H18131	CONTACT NAME: RJ Simmons PHONE (A/C, No, Ext): 949-544-8461 FAX (A/C, No): E-MAIL ADDRESS: occerts@MarshMMA.com
INSURED Boingo Wireless, Inc. 17 Cowboys Way, Suite 400 Frisco, TX 75034 BOINGWIREL	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Berkley National Insurance Company — 38911 INSURER B : Berkley Regional Insurance Company — 29580 INSURER C : Riverport Insurance Company — 36684 INSURER D : Underwriters at Lloyd's London — 55555 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 799623879 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	TCP700875518	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	TCA701131017	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ 1,000,000 $ 1,000,000 $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	N	N	TUL700875518	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE $	$ 25,000,000 $ 25,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	TWC700803618	7/1/2024	7/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D D	CYBER/TECH E&O $50,000- RETENTION PER CLAIM	N	N	W1BDAB240901 ACX1106424	7/1/2024 7/1/2024	7/1/2025 7/1/2025	POLICY AGG LIMIT: POLICY AGG LIMIT: SUBLIMITS/ RETRODATES	$5,000,000 $5,000,000 *SEE BELOW*

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CYBER / TECH E&O SUBLIMITS:
PRIVACY NOTIFICATION COSTS - $5,000,000
REGULATORY DEFENSE & PENALTIES - $5,000,000
PCI FINES, EXPENSES & COSTS - $5,000,000
CYBER / TECH E&O RETROACTIVE DATES:
BOINGO WIRELESS, INC. - 1/18/2003
ENDEKA GROUP, INC. - 2/21/2013
ELECTRONIC MEDIA SYSTEMS, INC. - 10/31/2013
See Attached...

CERTIFICATE HOLDER	CANCELLATION
Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE La Left

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AGENCY CUSTOMER ID: BOINGWIREL

LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency LLC	NAMED INSURED Boingo Wireless, Inc. 17 Cowboys Way, Suite 400 Frisco, TX 75034
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADVANCED WIRELESS GROUP, LLC - 10/31/2013
FOR SCHEDULED INSURING AGREEMENTS:
TECH & PROF SERVICES AND TECH PRODUCT LIABILITY- 7/1/2016

RE: Evidence of coverage.

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NAMED INSURED SCHEDULE

Boingo Wireless, Inc.

Concourse Communications Group, LLC

New York Telecom Partners, LLC

Chicago Concourse Development Group, LLC

Concourse Communications Canada, Inc.

Concourse Communications Minnesota, LLC

Concourse Communications Nashville, LLC

Concourse Communications SSP, LLC

Concourse Communications St. Louis, LLC

Concourse Communications UK, Ltd.

Concourse Holding Co., LLC

InGate Holding, LLC

InGate Technologies, LLC

Opti-Fi Networks, LLC

Tego Communications, Inc.

Concourse Communications Illinois, LLC

Boingo Holding Paticipacoes Ltda.

Concourse Telecomunicacoes Brasil Ltda.

Endeka Group, Inc.

Advanced Wireless Group, LLC

Electronic Media Systems, Inc.

Boingo Broadband LLC

Boingo Limited

Boingo LLC

Boingo MTA, LLC

Sobey Networks, LLC

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PROPERTY INSURANCE

ACORD®

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 1/31/2025

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY PHONE (A/C, No, Ext): 949-900-1780 Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo, CA 92656 License#: 0H18131 FAX (A/C, No): E-MAIL ADDRESS: CODE: SUB CODE: AGENCY CUSTOMER ID #:	COMPANY Berkley National Insurance Company P O Box 1594 Des Moines, IA 50306
INSURED Boingo Wireless, Inc. 17 Cowboys Way, Suite 400 Frisco TX 75034	LOAN NUMBER POLICY NUMBER: TCP700875518 EFFECTIVE DATE: 07/01/2024 EXPIRATION DATE: 07/01/2025 ☐ CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION PERILS INSURED ☐ BASIC ☐ BROAD ☒ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Blanket Business Personal Property, Replacement Cost, No Coinsurance	$509,156,539	$50,000
Blanket Business Income & Extra Expense	$3,000,000	48 Hours
Earth Movement- Sprinkler Leakage- 72 Hour Waiting Period	BPP Limits	$50,000
Unscheduled Locations	$500,000	$50,000

REMARKS (Including Special Conditions)

RE: Evidence of coverage.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS	
Evidence of Coverage	☐ ADDITIONAL INSURED ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE ☐ MORTGAGEE LOAN # AUTHORIZED REPRESENTATIVE

ACORD 27 (2016/03)

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NAMED INSURED SCHEDULE

Boingo Wireless, Inc.

Concourse Communications Group, LLC

New York Telecom Partners, LLC

Chicago Concourse Development Group, LLC

Concourse Communications Canada, Inc.

Concourse Communications Minnesota, LLC

Concourse Communications Nashville, LLC

Concourse Communications SSP, LLC

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Boingo Broadband LLC

Boingo Limited

Boingo LLC

Boingo MTA, LLC

Sobey Networks, LLC

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9. AUDITED FINANCIAL STATEMENTS

Respondents shall submit audited financial statements to the Authority reflecting the last three fiscal years of operation.

We have linked here for your reference the Form 10-K for Boingo Wireless, Inc. ("Company" or "Boingo") for the year ended December 31, 2020 as filed with the U.S. Securities and Exchange Commission on March 1, 2021. On June 2, 2021, the Company was acquired by DigitalBridge Group, Inc. (NYSE: DBRG), which resulted in a merger of the Company into a wholly owned subsidiary of DigitalBridge called White Sands Bidco, Inc., which was incorporated on February 25, 2021. The audited financial statements for the period ended December 31, 2021 include the operating results of the Company from the date of the closing of the merger transaction which includes the effect of pushdown accounting recorded in accordance with US GAAP. Below is our audited financial statements for the period from February 25, 2021 to December 31, 2021 and for the year ended December 31, 2022 and 2023.

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Boingo Wireless, Inc.

Consolidated Financial Statements
December 31, 2023 and 2022

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Report of Independent Auditors

To the Management and Board of Directors of Boingo Wireless, Inc.

Opinion

We have audited the accompanying consolidated financial statements of Boingo Wireless, Inc. and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of operations, of comprehensive loss, of stockholders' equity and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery,

PricewaterhouseCoopers LLP, 601 South Figueroa, Los Angeles, CA 90017
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intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises management discussion & analysis, but does not include the consolidated financial statements and our auditors' report thereon. Our opinion on the consolidated financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the consolidated financial statements or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

PricewaterhouseCoopers LLP

Los Angeles, California
April 29, 2024

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Boingo Wireless, Inc.
Consolidated Balance Sheets
December 31, 2023 and 2022

(in thousands, except share amounts)	2023	2022
Assets		
Current assets		
Cash and cash equivalents	$ 21,165	$ 22,585
Accounts receivable, net of allowance for credit losses of $360 and $91, respectively	70,867	57,994
Prepaid expenses and other current assets	11,660	7,452
Total current assets	103,692	88,031
Property and equipment, net	500,550	496,306
Operating lease right-of-use assets, net	10,777	11,329
Intangible assets, net	177,775	230,073
Goodwill	322,975	322,975
Other assets	38,906	26,024
Total assets	$ 1,154,675	$ 1,174,738
Liabilities and Stockholders' Equity		
Current liabilities		
Accounts payable	$ 31,763	$ 34,233
Accrued expenses and other liabilities	61,376	70,947
Due to affiliate	8,792	6,313
Deferred revenue	84,048	72,828
Current portion of operating leases	3,812	3,395
Current portion of long-term debt	18,635	5,780
Total current liabilities	208,426	193,496
Deferred revenue, net of current portion	283,157	271,683
Long term portion of operating leases	10,106	10,834
Long term debt	320,800	256,944
Deferred tax liabilities	-	7,581
Total liabilities	822,489	740,538
Commitments and contingencies (Note 12)		
Stockholder's equity		
Common stock, $0.001 par value; 1,000 shares authorized, issued and outstanding	-	-
Additional paid-in capital	594,125	594,125
Accumulated deficit	(259,994)	(159,962)
Accumulated other comprehensive income	74	69
Total common stockholders' equity	334,205	434,232
Noncontrolling interests	(2,019)	(32)
Total stockholders' equity	332,186	434,200
Total liabilities and stockholders' equity	$ 1,154,675	$ 1,174,738

The accompanying notes are an integral part of these consolidated financial statements.

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Boingo Wireless, Inc.
Consolidated Statements of Operations
Years Ended December 31, 2023 and 2022

(in thousands)	2023	2022
Revenue	$ 277,761	$ 233,007
Cost of sales	187,417	140,658
Gross profit	90,344	92,349
Selling, general and administrative expenses	177,772	164,145
Loss from operations	(87,428)	(71,796)
Interest expense and amortization of debt discount	(24,283)	(13,978)
Interest income and other expense, net	2,592	(1,090)
Loss before income taxes	(109,119)	(86,864)
Income tax benefit	7,505	22,137
Net loss	(101,614)	(64,727)
Net income attributable to noncontrolling interests	(1,582)	99
Net loss attributable to common stockholders	$ (100,032)	$ (64,826)

The accompanying notes are an integral part of these consolidated financial statements.

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Boingo Wireless, Inc.
Consolidated Statements of Cash Flows
Years Ended December 31, 2023 and 2022

(in thousands)	2023	2022
Cash flows from operating activities		
Net loss	$ (101,614)	$ (64,727)
Adjustments to reconcile net loss including noncontrolling interests to net cash provided by operating activities		
Depreciation and amortization of property and equipment	115,766	101,181
Amortization of intangible assets	52,298	49,651
Losses on disposals and abandonment of property and equipment, and other	2,603	1,510
Equity-based compensation	2,581	2,824
Amortization of deferred financing costs, net of amounts capitalized	2,574	2,397
Noncash operating lease cost	3,045	2,578
Bad debt expense	269	93
Change in deferred income taxes	(7,581)	(22,466)
Changes in operating assets and liabilities, net of effect of acquisition		
Accounts receivable	(13,022)	4,725
Prepaid expenses and other assets	(15,631)	(15,060)
Accounts payable	9,165	(598)
Accrued expenses and other liabilities	4,955	1,905
Due to affiliate	(101)	(321)
Deferred revenue	19,517	58,447
Operating lease liabilities	(2,804)	(3,266)
Net cash provided by operating activities	72,020	118,873
Cash flows from investing activities		
Purchases of property and equipment	(147,648)	(112,068)
Acquisitions, net of cash acquired	-	(11,970)
Proceeds from sale of assets	-	2,500
Net cash used in investing activities	(147,648)	(121,538)
Cash flows from financing activities		
Payments on convertible notes	(530)	-
Proceeds from credit facility	102,000	-
Payments on credit facility	(25,863)	(700)
Debt issuance costs	(1,328)	-
Payments to noncontrolling interests	(250)	(250)
Net cash provided by (used in) financing activities	74,029	(950)
Effect of exchange rates on cash	179	92
Net decrease in cash and cash equivalents	(1,420)	(3,523)
Cash and cash equivalents		
Beginning of period	22,585	26,108
End of period	$ 21,165	$ 22,585
Supplemental disclosure of cash flow information		
Cash paid for		
Interest, net of amounts capitalized	$ 21,558	$ 10,307
Taxes, net of refunds	302	129
Supplemental disclosure of noncash investing and financing activities		
Property and equipment costs included in accounts payable, accrued expenses and other liabilities	$ 36,375	$ 64,540
Property and equipment costs received as noncash consideration	3,177	-
Issuance of Parent company's shares for business acquisition	-	4,125
Right-of-use assets obtained in exchange for operating lease liabilities	2,487	3,166

The accompanying notes are an integral part of these consolidated financial statements.

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Boingo Wireless, Inc.

Consolidated Financial Statements
December 31, 2022 and February 25, 2021 (Inception) to December 31, 2021

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Report of Independent Auditors

To the Management and Board of Directors of Boingo Wireless, Inc.

Opinion

We have audited the accompanying consolidated financial statements of Boingo Wireless, Inc. and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2022 and December 31, 2021, and the related consolidated statements of operations, of comprehensive loss, of stockholders' equity and of cash flows for the year ended December 31, 2022 and for the period from February 25, 2021 (Inception) to December 31, 2021, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and December 31, 2021, and the results of its operations and its cash flows for the year ended December 31, 2022 and for the period from February 25, 2021 (Inception) to December 31, 2021 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial

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likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises management discussion and analysis, but does not include the consolidated financial statements and our auditors' report thereon. Our opinion on the consolidated financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the consolidated financial statements or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

PricewaterhouseCoopers LLP

Los Angeles, California
April 27, 2023

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Boingo Wireless, Inc.
Consolidated Balance Sheets
December 31, 2022 and 2021

(in thousands, except share amounts)	2022	2021
Assets		
Current assets		
Cash and cash equivalents	$ 22,585	$ 26,108
Accounts receivable, net of allowance for doubtful accounts of $91 and $0, respectively	57,994	61,980
Prepaid expenses and other current assets	7,452	12,260
Total current assets	88,031	100,348
Property and equipment, net	496,306	458,291
Operating lease right-of-use assets, net	11,329	10,989
Intangible assets, net	230,073	268,802
Goodwill	322,975	315,542
Other assets	26,024	11,363
Total assets	$ 1,174,738	$ 1,165,335
Liabilities and Stockholders' Equity		
Current liabilities		
Accounts payable	$ 34,233	$ 21,297
Accrued expenses and other liabilities	70,947	56,351
Due to affiliate	6,313	3,809
Deferred revenue	72,828	63,453
Current portion of operating leases	3,395	2,904
Current portion of long term debt	5,780	669
Total current liabilities	193,496	148,483
Deferred revenue, net of current portion	271,683	220,420
Long term portion of operating leases	10,834	11,668
Long term debt	256,944	262,724
Deferred tax liabilities	7,581	27,204
Total liabilities	740,538	670,499
Commitments and contingencies (Note 13)		
Stockholders' equity		
Common stock, $0.001 par value; 1,000 shares authorized, issued and outstanding	-	-
Additional paid-in capital	594,125	590,000
Accumulated deficit	(159,962)	(95,136)
Accumulated other comprehensive income (loss)	69	(161)
Total common stockholders' equity	434,232	494,703
Noncontrolling interests	(32)	133
Total stockholders' equity	434,200	494,836
Total liabilities and stockholders' equity	$ 1,174,738	$ 1,165,335

The accompanying notes are an integral part of these consolidated financial statements.

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Boingo Wireless, Inc.
Consolidated Statements of Operations
Year Ended December 31, 2022 and Period From February 25, 2021 (Inception) to December 31, 2021

(in thousands)	2022	2021
Revenue	$ 233,007	$ 133,742
Cost of sales	140,658	122,766
Gross profit	92,349	10,976
Selling, general and administrative expenses	164,145	127,643
Loss from operations	(71,796)	(116,667)
Interest expense and amortization of debt discount	(13,978)	(5,204)
Interest income and other expense, net	(1,090)	(16)
Loss before income taxes	(86,864)	(121,887)
Income tax benefit	22,137	26,835
Net loss	(64,727)	(95,052)
Net income attributable to noncontrolling interests	99	84
Net loss attributable to common stockholders	$ (64,826)	$ (95,136)

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Boingo Wireless, Inc.
Consolidated Statements of Cash Flows
Year Ended December 31, 2022 and Period From February 25, 2021 (Inception) to December 31, 2021

(in thousands)	2022	2021
Cash flows from operating activities		
Net loss	$ (64,727)	$ (95,052)
Adjustments to reconcile net loss including noncontrolling interests to net cash provided by operating activities		
Depreciation and amortization of property and equipment	101,181	133,171
Amortization of intangible assets	49,651	28,823
Losses on disposals and abandonment of property and equipment, and other	1,510	199
Equity-based compensation	2,824	-
Amortization of deferred financing costs, net of amounts capitalized	2,397	1,394
Noncash operating lease cost	2,578	1,360
Bad debt expense	93	32
Change in deferred income taxes	(22,466)	(27,097)
Changes in operating assets and liabilities, net of effect of acquisition		
Accounts receivable	4,725	(31,738)
Prepaid expenses and other assets	(15,060)	(13)
Accounts payable	(598)	827
Accrued expenses and other liabilities	1,905	(7,816)
Due to affiliate	(321)	3,809
Deferred revenue	58,447	52,034
Operating lease liabilities	(3,266)	(1,768)
Net cash provided by operating activities	118,873	58,165
Cash flows from investing activities		
Purchases of property and equipment	(112,068)	(62,556)
Acquisitions, net of cash acquired	(11,970)	(616,818)
Proceeds from sale of assets	2,500	-
Net cash used in investing activities	(121,538)	(679,374)
Cash flows from financing activities		
Proceeds from issuance of common stock	-	590,000
Payments on convertible notes	-	(200,720)
Proceeds from credit facility	-	270,000
Principal payments on credit facility	(700)	(350)
Debt issuance costs	-	(11,533)
Payments of finance leases and notes payable	-	(17)
Payments to noncontrolling interests	(250)	-
Net cash (used in) provided by financing activities	(950)	647,380
Effect of exchange rates on cash	92	(63)
Net (decrease) increase in cash and cash equivalents	(3,523)	26,108
Cash and cash equivalents		
Beginning of period	26,108	-
End of period	$ 22,585	$ 26,108
Supplemental disclosure of cash flow information		
Cash paid for		
Interest, net of amounts capitalized	$ 10,307	$ 2,642
Taxes, net of refunds	129	96
Supplemental disclosure of noncash investing and financing activities		
Property and equipment costs included in accounts payable, accrued expenses and other liabilities	$ 64,540	$ 38,197
Issuance of Parent company's shares for business acquisition	4,125	-
Right-of-use assets obtained in exchange for operating lease liabilities	3,166	-

The accompanying notes are an integral part of these consolidated financial statements.

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Report of Independent Auditors

To Management and the Board of Directors of Boingo Wireless, Inc.

Opinion

We have audited the accompanying consolidated financial statements of Boingo Wireless, Inc. and its subsidiaries (the "Company"), which comprise the consolidated balance sheet as of December 31, 2021 and the related consolidated statement of operations, of comprehensive loss, of stockholder's equity and of cash flows for the period from February 25, 2021 (inception) to December 31, 2021, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021, and the results of its operations and its cash flows for the period from February 25, 2021 (inception) to December 31, 2021 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

PricewaterhouseCoopers LLP, 601 South Figueroa Street, Suite 900, Los Angeles, CA 90017
T: (213) 356 6000, www.pwc.com/us

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Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

PricewaterhouseCoopers LLP
Los Angeles, CA
May 27, 2022

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Boingo Wireless, Inc.
Consolidated Balance Sheet
December 31, 2021

(in thousands, except per share amounts)

Assets	
Current assets	
Cash and cash equivalents	$ 26,108
Accounts receivable, net	61,980
Prepaid expenses and other current assets	12,260
Total current assets	100,348
Property and equipment, net	458,291
Operating lease right-of-use assets, net	10,989
Goodwill	315,542
Intangible assets, net	268,802
Other assets	11,363
Total assets	$ 1,165,335
Liabilities and Stockholder's Equity	
Current liabilities	
Accounts payable	$ 21,297
Accrued expenses and other liabilities	56,351
Due to affiliate	3,809
Deferred revenue	63,453
Current portion of operating leases	2,904
Current portion of long-term debt	669
Total current liabilities	148,483
Deferred revenue, net of current portion	220,420
Long-term portion of operating leases	11,668
Long-term debt	262,724
Deferred tax liabilities	27,204
Total liabilities	670,499
Commitments and contingencies (Note 16)	
Stockholder's equity	
Common stock, $0.001 par value; 1 shares authorized, issued and outstanding	-
Additional paid-in capital	590,000
Accumulated deficit	(95,136)
Accumulated other comprehensive loss	(161)
Total common stockholder's equity	494,703
Noncontrolling interests	133
Total stockholder's equity	494,836
Total liabilities and stockholder's equity	$ 1,165,335

The accompanying notes are an integral part of these consolidated financial statements.

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Boingo Wireless, Inc.
Consolidated Statement of Operations
Period From February 25, 2021 (Inception) to December 31, 2021

(in thousands)

Revenue	$ 133,742
Cost of sales	122,766
Gross profit	10,976
Selling, general and administrative expenses	127,643
Loss from operations	(116,667)
Interest expense and amortization of debt discount	(5,204)
Interest income and other expense, net	(16)
Loss before income taxes	(121,887)
Income tax benefit	26,835
Net loss	(95,052)
Net income attributable to noncontrolling interests	84
Net loss attributable to common stockholder	$ (95,136)

The accompanying notes are an integral part of these consolidated financial statements.

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10. EXHIBIT E – ADDITIONAL QUALIFICATIONS AND PROCESS QUESTIONS

In addition to the questions in this RFP, Respondents shall submit responses to the questions in Exhibit E.

PRE-CONSTRUCTION PROCESS

1. Q: How do you plan to engage the carriers to establish brand new User Agreement?

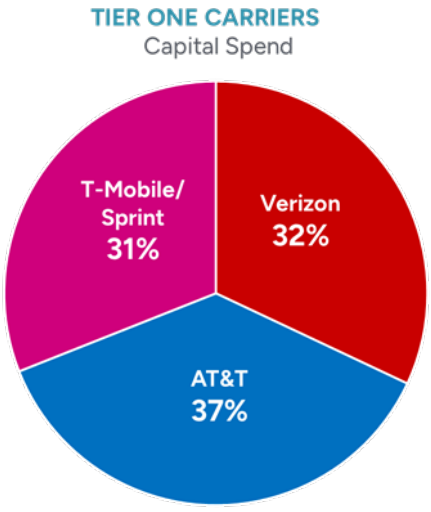
Our Process to Securing Carriers

Once BUR becomes a Boingo partner, we share a venue marketing deck providing them with an overview of the system and the location, amenities, distinguishing features, nearby attractions where it was built, scope of coverage, and specifics of the design and capabilities of the Boingo network. Next, the carrier allocates project funds and adds them to its budget. Boingo then works with the carrier to approve the final design, pricing, and contract. Once all is agreed upon, we execute the contract and move to the build phase. Boingo holds weekly calls with the carriers to discuss the project's status and ensures the carriers are up to date with the latest information. **Boingo has a proven track record of success onboarding carriers on similar new construction projects, most recently seen at the PDX modernization and Intuit Dome with all three major carriers on opening day.**

Additionally, Boingo has the necessary deployment experience and strong carrier relationships to execute the DAS installation at BUR successfully. We understand that optimal passenger and staff experience is a top priority. The Boingo Carrier Team will work directly with the carriers throughout the process to develop and deploy a 5G-capable solution that meets the needs of both the BUR and wireless carriers. Our Carrier Team will also facilitate carrier-specific engagement, satisfaction, and performance indicators to ensure the project's success.

CARRIER PARTICIPATION

- **Deep carrier relationships** with dedicated account managers marketing our premier portfolio of venues
- Boingo designs wireless communications networks/structures **intended to benefit all carriers**



Carrier Experience: Boingo has designed approximately $500 million of carrier infrastructure over the past three years alone.

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Boingo's Carrier Marketing Plan
As noted above, Boingo's success and track record with securing carriers on neutral-host DAS networks at major airports (e.g., largest 60 airports by enplanements) is unrivaled among its peer group. This is evidenced by our 100% success rate securing full carrier participation at the venues we represent, including John Wayne International Airport (SNA), Kahului Airport (OGG), and General Mitchell International Airport (MKE).

Market Status
The wireless industry is poised for years of continued growth. New cellular-enabled devices continue to proliferate, driving tremendous demand for mobile data. Carrier capital expenditure budgets have steadily increased in recent years to ensure incremental revenue derived from data consumption is captured. These trends represent a significant opportunity to improve wireless coverage/capacity at countless venues.

Boingo Approach
Boingo has built sales, engineering, and project management teams dedicated to working with wireless carriers to fulfill their network expansion and upgrade plans. These teams are focused solely on carrier satisfaction and performance indicators to ensure maximum participation and investment. Specifically, each team will be responsible for the following elements of the Airport's carrier marketing plan:

TEAM	RESPONSIBILITIES
Carrier Sales	• Work directly with wireless operators nationally and locally to guarantee Boingo's existing and planned projects are included in their capital budgeting process. • For each venue, Boingo will perform a thorough analysis using benchmark data and propagation maps at the properties so carriers can see what service their customers (and their competitors' customers) can expect. • Facilitate dialogue between Boingo and the carriers to ensure a smooth design, build, and launch. • Create proposals and negotiate contracts with the carriers.
Carrier Engineering	• Work closely with their carrier counterparts to design and build a network consistent with their specifications. • Combine the requirements of all carriers into a single, neutral design to accommodate the specifications of all carriers. • Redistribute the design to all carriers for review and approval. • Review all requests and update the design until all carriers are satisfied and a final design is approved.
Carrier Project Management	• Oversee the construction of the system. • Work with the carriers on all "punch list" items, including testing, optimization (jointly with engineering), and final acceptance.

To date, Boingo has maintained existing relationships with, but are not limited to:
- AT&T
- Verizon Wireless
- T-Mobile/Sprint
- US Cellular

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- Dish
- Cricket
- MetroPCS

2. Q: How many carriers User Agreements are required to begin construction?

Boingo will immediately commence work during the Pre-Concession Period as defined in Section 2.2 in the Concession Agreement. It is necessary to begin work with the construction of the Replacement Passenger Terminal and Parking Structure to meet the Authority's timeline. Our ability to build the DAS and Wi-Fi network during the construction phase is considered within our model and will allow Boingo to control costs on behalf of the wireless carriers—a key component in our strategy for on-board carriers prior to Concession start. In summary, Boingo will not require a carrier agreement to begin work on the project.

3. How do you plan to coordinate critical milestones, schedules, and timeframes involved in transitioning User Agreements into Construction process with the Design/Builder?

Boingo's skilled team of project and construction managers oversee the design, engineering, development, construction, installation, and commissioning of all Boingo systems. The project and construction managers work with local Boingo-certified and trained installation and integration contractors and Boingo's RF Engineering team to ensure compliance to accepted workmanship standards; partner and carrier expectations; international, national, and local building codes; and all requirements set by the RFP. Please see **Section 5: Proposed Approach** which includes an **Implementation Plan** detailing how Boingo coordinates critical milestones, schedules, and timeframes.

4. Detail your approach to communicating and managing User Agreement negotiations during the onboarding process. Include strategies for addressing potential resistance and facilitating a positive experience.

Our team excels at collaborative problem-solving, achieving full carrier participation at top airports by prioritizing mutually beneficial solutions for all stakeholders, including venues. When conflicts arise, we conduct thorough analyses to balance carrier needs, venue limitations, and overall performance to identify the most effective resolution.

5. Have you included a complete design that can be used for coordination during the Respondent contracting process?

Yes. See design **Section 5: Proposed Approach**.

A: Technology

1. Q: How do you evaluate and choose technology for medium to large venue DAS projects, ensuring alignment with stakeholder considerations like those of the airport and carriers?

Boingo's in-house team has extensive experience with all major DAS Original Equipment Manufacturer (OEMs) and leverages a standardized process for final OEM selection during the formal design process. This approach considers the short and long-term technical and financial objectives of the stakeholders, as well as unique characteristics of the venue. Based on Boingo's preliminary due diligence, Boingo chooses an OEM that can support all the licensed carrier bands,

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and in the case that any wireless carriers have additional requirements, Boingo will work with the carriers' RF teams to ensure the system meets any specific requirements they may have.

2. What are your preferred manufacturers or systems, and what factors, such as space, power, performance, feature set, and expandability, influence your selection process?

Boingo is technology agnostic but leverages carrier approved OEM's such as SOLiD, JMA, Corning, and CommScope. Our preferred solution for BUR is SOLiD, which enables a modular approach and focuses on avoiding future replacement costs, ensuring the system is designed for scalability and expansion into future bands cost-effectively without requiring an overhaul. Additional features and benefits include:

- Multiple power options allow cost-effective deployment to meet the RSRP KPI without wasting power or negatively impacting SNR. SOLiD Alliance has a power class for any problem between Fiber to the Edge low-power, 2W, 5W, and 20W options. All these options can coexist within the same sector without conflict.
- Fiber efficiency provides an easier path to full spectrum deployments with the existing fiber infrastructure while giving room for future growth or failover support
- The modular design of the remote optic units provides a low-impact maintenance action in the rare instance of an amplifier failure (<1%). If a failure occurs, the amplifier is swapped with a new module. This drives down the total cost of ownership through reductions in downtime and maintenance actions.
- Analog transport.
- Low latency – reduces BTS hotel locations.
- Maximum bandwidth reduces the number of remotes and fiber strands.
- Fiber Efficiency leveraging a single strand of fiber per remote.
- Three fiber strands total for a full spectrum MIMO deployment.
- UL Type 4X enclosures for challenging environments.
- C-Band Superiority: If DoD is deployed, SOLiD can support MIMO in the same remote.
- Sync Superiority enabled by a Sync Detection Module, (SDM) located at each remote, eliminating a single point of failure.
- Low total cost of ownership, with Green Mode capabilities that further reduce power consumption by up to 15%.
- Green Mode may be scheduled for regular hours of low traffic or whenever the amplifiers operate below a threshold you set
- Energy efficiency during periods of reduced traffic.
- A Three-Year Standard Warranty with next-day advanced replacement for the entire duration

3. Q: How do you approach designing and building DAS infrastructure, specifically in an airport environment? Please include in your response what lessons or best practices you have taken from other airports or major facilities that would benefit the Authority.

Boingo considers the following criteria when designing and building a DAS infrastructure in an airport environment.

- **Space optimization**. Given limited airport real estate and leasing considerations, Boingo's DAS design prioritizes a minimal footprint with strategic remote placement, minimizing disruption to existing operations and maximizing space efficiency.
- **Aesthetic integration**. In alignment with BUR's expansion and modernization, Boingo leverages discreet and aesthetically sensitive solutions, seamlessly blending with the architecture and avoiding bulky or visually intrusive equipment.

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- **Flexible and robust platform**. As tarmac coverage is usually needed, Boingo uses a range of power classes and environmental settings, such as NEMA4. Boingo's DAS solution is adaptable and considers diverse coverage needs, from parking garage to tarmac, while remaining scalable and future-proofed for evolving technologies and bandwidth demands.

4. Q: How do you future-proof your solution (e.g., advances in 5G, new spectrum, Carrier requirements evolution, or beyond)? How will your solution support the Burbank-Glendale-Pasadena Airport Authority ("Authority") goals of supplying the "best 5G airport coverage and capacity"? Please provide a typical high-band network design that would support all Carriers.

We will design a secure, modular, open 5G DAS architecture that is forward-looking and agnostic to technology and/or frequencies. To integrate newer technologies like 6G, we will work closely with the carrier, OEM, and BUR to develop roadmaps that plan for future technologies throughout the design process as the FCC releases new spectrum and the industry adopts them.

Most notable for the Authority is the DAS platform modular approach. Leveraging SOLiD DAS equipment, this modular, scalable design enables expansion into future band/technologies without having to overhaul the system.

As seen with our previous expansion experience at Portland International Airport and **Newark Liberty International Airport's new Terminal A**, our solutions are designed to seamlessly accommodate future growth and is upgradeable to meet the evolving needs of both the Authority and its passengers, including a converged DAS and Wi-Fi solution with monetization.

5. Q: Explain how you accommodate the following situations during the period of your operational engagement: System growth (coverage, capacity, and geography/space) Carrier growth (adding new carriers) Changes in Carrier requirements

System Growth
Boingo's networks are built to be expandable, making it seamless to deliver multiple RF sources to new areas via a single remote unit.

Carrier Growth
The proposed DAS is signal-source and technology agnostic, meaning the carrier's signal can be received via dedicated on-premises radios, over-the-air repeaters, and small cells. Should another carrier wish to utilize a common public radio interface (CPRI) module, our solution can also support that interface. Boingo's success and track record with securing carriers on neutral-host DAS networks at major airports is unrivaled among our peer group, as evidenced by our 100% success rate securing full carrier participation at similarly sized airports such as John Wayne International Airport (SNA), Kahului Airport (OGG), and General Mitchell International Airport (MKE).

Changes in Carrier Requirements
Boingo thoroughly analyzes the existing carrier signal and quality levels during the design process. This data will become a primary design input, enabling Boingo to customize the neutral host design to meet every carrier's current and future needs. Boingo's sales, engineering, and project management teams will work with wireless carriers to fulfill their network expansion and upgrade plans as changes occur. These teams are focused solely on carrier satisfaction and performance indicators to ensure maximum participation and investment.

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7. Q: How do you monitor coverage, capacity, and system performance over time, including methodologies for testing, optimization, and ongoing maintenance of the CDAS? Additionally, how do you benchmark coverage and capacity to validate system performance over time?

Monitoring Coverage, Capacity, and System Performance
Boingo supports 24/7/365 operations and management oversight utilizing industry-standard monitoring and ticketing systems through a centralized NOC. Our NOC is staffed around the clock as our nerve center for all aggregated systems operations. The infrastructure is managed by various tools to ensure continuous network monitoring.

Our tools enable real-time network uptime visibility for each carrier. All outages, defects, degradations, and threats these tools detect surface an alarm. Alarms are aggregated into a single event management interface and processed in Boingo's event management workflow. The event management workflow includes verification, qualification, impact assessment, severity assignment, classification, communication, triage, diagnostics, escalation, and fix agent engagement and dispatch.

Our proactive approach to network monitoring reduces restoration times and ensures the strictest SLAs are upheld. We track event status and resolution in a ticketing system with update and escalation schedules appropriate to the severity and associated SLA. Please see Section 5: Proposed Approach for more details on our NOC monitoring capabilities.

Testing Methodology
Boingo will provide BUR with ongoing service post-installation, including maintenance, active monitoring, system restoration, upgrades, and enhancements to support the latest carrier technologies and carrier access to the neutral-host DAS. Additionally, Boingo is committed to providing quality networks for our partners. As part of this commitment, we conduct comprehensive interference testing and analysis to protect Public Safety frequencies used by operational personnel, concession staff, and security from interference. When a commercial carrier proposes collocating its wireless system in the same structure as a Public Safety system, several interference scenarios exist to evaluate. To determine if interference is anticipated, Boingo will conduct an Intermodulation Analysis. This study will assess the following sources of interference:

- Transmitter Noise; Receiver Desensitization.
- Transmitter Inter-modulation; Receiver Inter-modulation.
- Transmitter Spurious Radiation; Receiver Spurious Radiation.
- Co-Channel Interference; Adjacent-Channel Interference.

Benchmarking Coverage and Capacity
As a part of our agreement to provide wireless services at the BUR, we will draft service plan requirements that meet the Authority's requirements and cover service tiers, network KPIs, and user experience requirements, indirectly driving the quality program requirements. Typical quality requirements cover the following:

QUALITY ASSURANCE	
Item	**Description**

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Post-Installation Checklist	• Once DAS installation is completed, our Quality Assurance (QA) and Operations teams conduct a comprehensive walk-through and venue test, including headend, to validate the network installation.
Network Coverage	• The QA team verifies coverage areas defined in the scope of work to ensure our networks provide adequate coverage and comply with venue and carrier service level agreements (SLAs). • Our QA and Operations teams conduct site surveys using specialized tools to validate that all covered areas have adequate coverage for wireless networks.
Network Quality	• With multiple carriers participating on the network, we maintain quality assurance test plans to ensure that everyone gets the experience they are expected to achieve. • Our QA team measures KPIs for DAS networks, including the call quality (mobile originated, mobile terminated, call handoff), signal strength (RSSI/RSRP), and quality (SRQ/RSRP SNR, CINR/SINR), upload/download speed, latency, and other user experience (UE) metrics.
Service Availability & Monitoring	• The QA team works closely with our NOC to certify Boingo services are available 24x7x365 and are monitored according to agreed-upon SLAs (service level agreements). • Our QA and NOC teams use data generated through our systems (log files) and production systems (traps/alerts) to affirm that all areas within our networks perform optimally and are available for end users. • Our QA team uses various state-of-the-art tools, such as RF scanners, UE devices, iBwave collection surveys, and Spirent load test generation tools, to measure different network/RF characteristics. In addition, the QA team has developed in-house and commercial automation tools (i.e., SILK, Selenium, Epitiro, Visualware, etc.) to automate test execution and monitor venue networks for better network management and response. Lastly, the team centralizes the data and coordinates with the NOC and DAS Operations to triage and resolve any network incidents as quickly as possible.

7. Q: How do you ensure interoperability with different carrier networks?

Boingo maintains master agreements with all major carriers and will work closely with each carrier to seamlessly onboard the new DAS solution. Our carrier partnerships are so robust that Boingo has built sales, engineering, and project management teams dedicated to working with wireless carriers to fulfill their network expansion and upgrade plans. These teams are focused solely on carrier satisfaction and performance indicators to ensure maximum participation and

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investment. Boingo has successfully onboarded all three major cellular carriers at similar-sized airports.

To ensure interoperability with different carrier networks, Boingo will conduct post-installation testing once the installation is complete to ensure carriers' signals are transmitted on the DAS. These test reports include the following information at a minimum. Boingo can provide additional information that might aid in design efforts or enhance carrier performance at BUR, such as:

- Descriptions of the Airport, walk routes, equipment for testing, and basic test equipment set-up.
- A list of best servers identified at BUR.
- Histograms showing several data points for each range (cumulative distribution function or CDF plots).
- Color-coded plots (see below) showing the relevant measurements overlaid on the floorplans in PDF format. The percentage of data points collected for each range shall be displayed in the legend.

RSSI/RSRP/RSCP	EC/LO AND RSRQ
[Min, -105]	
[-105, -95]	[Min, -16]
[-95, -85]	[-16 -14]
[-85, -75]	[-14, -10]
[-75, -65]	[-10, -7]
[-65, 0]	[-7, Max]

- A table summary by technology and carrier showing minimum and maximum signal levels and approximate percent of the area covered based on data points collected meeting minimum threshold values. The minimum threshold values are “Fair,” as the summary table below defines.
- Summary of findings for each Zone or Floor based on the metrics below with at least 75% of the data points within the ranges shown.

ZONE	EXCELLENT	GOOD	FAIR	POOR
Signal Levels – LTE RSRP	>-85 dBm	-85 to -95 dBm	-96 to -100 dBm	
Quality Levels – LTE RSRQ	>-10 dB	-10 to -14 dB	-14 to -16 dB	
Signal Levels – UMTS RSCP	>-75 dBm	-76 to -85 dBm	-86 to -95 dBm	
Quality Levels – UMTS Ec/Io	>-10 dB	-10 to -14 dB	-14 to -16 dB	
Signal Levels – CDMA/EVDO RSSI	>-75 dBm	-76 to -85 dBm	-86 to -95 dBm	
Quality Levels – CDMA/EVDO Ec/Io	>-10 dB	-10 to -14 dB	-14 to -16 dB	

- Recommendations for turning down or adjusting coverage from the macro cell network to best support the DAS.
- CSV files for all data collected for import into design software during the design process.

8. Q: Explain your company’s most innovative DAS implementations that enhanced customer service and experience. Further, explain how the DAS directly contributed to this outcome and how you and/or your partner measured the impact.

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Boingo has consistently driven innovation in DAS implementations, focusing on enhancing customer experience through strategic partnerships with carriers and leveraging our pioneering history. We've developed a unique approach that has enabled us to address evolving connectivity challenges and deliver high-quality service.

Boingo Delivers High-Speed Cellular Connectivity for PATCO Rapid Transit
The Port Authority Transit Corporation (PATCO), a vital regional connector serving more than 5.5 million riders annually between Philadelphia and Camden County in New Jersey, struggled with cellular dead zones in its underground stations. These connectivity gaps significantly hindered the passenger experience, preventing commuters from making phone calls, sending text messages, checking emails, streaming content, and utilizing mobile applications. The lack of reliable connectivity was a major frustration for PATCO's riders, impacting on their ability to remain connected during their commute.

Boingo's Innovative Solution
We deployed a state-of-the-art, neutral host distributed antenna system (DAS) across six PATCO's underground stations. This implementation was more than a simple network upgrade; it was a strategic and innovative solution designed to deliver unparalleled connectivity. The multi-carrier DAS allows riders access to 5G cellular connectivity from T-Mobile, complementing Verizon coverage.

How Boingo's DAS Directly Contributed to an Enhanced Experience
The deployment of Boingo's DAS directly addressed the challenge of cellular dead zones, dramatically enhancing customer experience in several ways:

- **Seamless Connectivity:** Riders experience continuous, high-speed 5G cellular coverage underground. This has eliminated the frustration of dropped calls, failed messages, and interrupted data usage, making their commutes more enjoyable, safer, and productive.
- **Improved Productivity and Communication:** With reliable connectivity, commuters can effortlessly check emails, participate in virtual meetings, access important information, and stay connected with friends and family during their travels.
- **Enhanced Use of Digital Services:** Passengers can now use their mobile devices to access real-time transit information, purchase tickets, and use other digital services without interruption. This gives them more control over their commute and streamlines their overall transit experience.
- **Future-Proofed Infrastructure:** The advanced, neutral-host DAS infrastructure is designed to accommodate future technological advancements, ensuring that PATCO's network remains robust and reliable for years to come.

Measuring the Impact
The impact of the DAS implementation was measured through:

- **Increased Customer Satisfaction:** By addressing the connectivity challenge head-on, PATCO can expect improved ridership satisfaction ratings due to the enhanced ability to stay connected and productive during their commute.
- **Carrier Participation:** The multi-carrier DAS has led to greater adoption by mobile network providers, who are invested in offering their services in key locations such as transit hubs. This demonstrates the effectiveness of Boingo's neutral host solution in appealing to multiple carriers simultaneously.
- **Operational Efficiency:** The seamless nature of the network allows data to travel across all platforms easily, aiding the daily operations of all facets of the transit system. This

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efficient digital infrastructure ensures that PATCO remains reliable, modern, and forward-thinking.

By deploying a state-of-the-art neutral host DAS, Boingo not only solved the immediate problem of cellular dead zones but also transformed the commuting experience for PATCO riders. This implementation exemplifies how strategic, innovative DAS solutions can significantly enhance customer service and experience in public transportation.

A: OPERATIONS

1. Q: Please provide a detailed communication plan for interacting with the Authority. How do you plan on monitoring the DAS and communicating with the Authority? Provide sample(s) of system performance reports.

All communication regarding report summaries, account-related inquiries, and more will go through the Authority's dedicated Boingo Account Manager, Jason Eley. In addition to the agreed-upon cadence of check-ins between the Authority and their dedicated Account Manager, the Authority can contact Jason for any ad-hoc meetings or to relay information to the relevant department within Boingo as needed, acting as the liaison between BUR and Boingo and facilitating the efficient flow of information. Please see below for a communication plan outline that can be tailored to the needs of the Authority.

COMMUNICATION PLAN

ITEM	DESCRIPTION
Program Kickoff	• Identification of all stakeholders from each party. • Kickoff meeting with Boingo, Airport representatives, and stakeholders. Agenda includes introductions, alignment on goals, milestone schedule, communication cadence, escalation paths, risks, RACI Matrix, and next steps. • Contingency planning.
Near Term Modifications	• Baseline current network and document a plan for future modifications. • Participate in stakeholder meetings and seek appropriate approvals. • Review and evaluate options for Passpoint services and associated revenue potential. • Document all agreed-upon network modifications and upgrades, create appropriate Change Control tickets, and track them through Change Management SOP. • Support a communication plan as directed by the Airport and update all passenger-facing touchpoints.
Ongoing Communications and Coordination	• Create a detailed 3-week look-ahead plan and meeting cadence with the project team to track all agreed-upon actions, tasks, and milestones. • Agree on document control and future repository.
Close Out	• Quality Assurance Site Walk. • Close Out of cut-over deliverables. • Track and certify.

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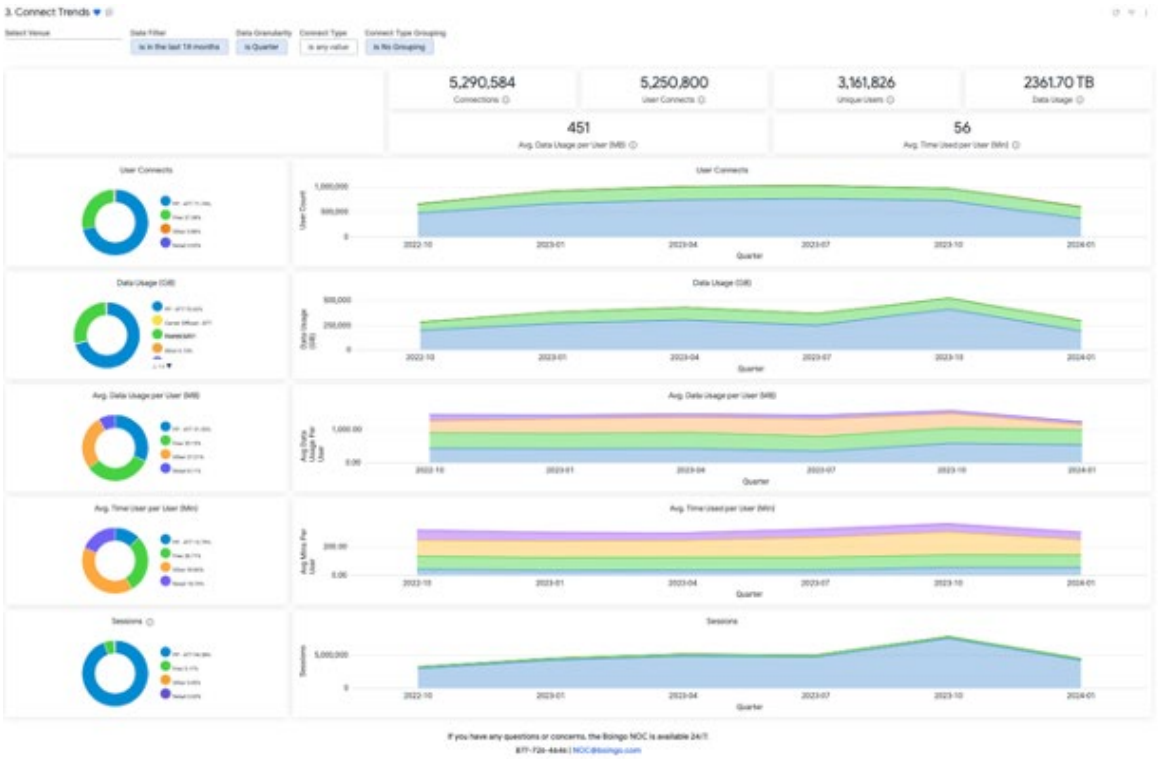
System Performance Reports Samples

Reports samples include, but not limited to:

- Total Unique Users
- User Connects Source (Passpoint, Free, Retail, etc.)
- Total Data Usage (GB)
- Avg. Data Usage per User (MB)
- Avg. Time per User (Min)
- Sessions
- Customizable time period, granularity



2. Q: Articulate your expectations of the Authority in making the operations successful from your perspective. For example, what access (physical and remote), points of contact, etc. do you require?

Boingo has detailed the Authority's expectations below to ensure successful operations and project completion.

Negotiation Period

- Authority to assign point of contact(s), including legal resources to finalize Concession Agreement amongst the parties.

Pre-Concession Period

- Integrate Boingo with RPT Design Builder and RPT Program manager.

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Concession Period

- Provide a point of contact(s) with which the Boingo team would regularly communicate for day-to-day operations, escalations, and approvals.
- Attend Planning Meetings every 6 months to discuss network performance, and strategy (revenue and technology).
- At its own discretion, share any upcoming modifications, improvements, renovations, or expansions with Boingo for planning purposes.
- Attend Annual Boingo Training on DAS and Wi-Fi networks. (Training content and timing will be developed with Authority input)
- Attend Annual Technology Review with Boingo team to review specifications and performance of the network of previous year. Boingo will also provide state of the market, inclusive of any upcoming changes or evolutions in technology and any associated upgrades to existing network.

Construction, Operations, and Maintenance Period

- Complete inspections and provide approvals.
- Provide drawings and floor plans as needed.
- As we integrate a new circuit, assist with shutting down equipment such as water and shutdown power when needed.
- Coordination with the schedule reporting.
- Coordinate construction between different companies. Liaise between Boingo and other companies that are completing work in the area.
- Coordinate access for fieldwork, gain approval to access or work in an area, and shut down airport systems, such as the escalator.
- Approve requests from Boingo for access to BUR's facilities as needed.

3. Q: How do you plan to achieve a 99.9% uptime?

Boingo is pleased to affirm our unwavering commitment to meeting or surpassing industry-standard SLAs at BUR. We guarantee a 99.9% service availability for our DAS and Wi-Fi networks through our 24/7/365 NOC support team. All outages, defects, degradations, and threats these tools detect surface an alarm. Alarms are aggregated into a single event management interface and processed in Boingo's event management workflow. The event management workflow includes verification/qualification, impact assessment, severity assignment, classification, communication, triage/diagnostics, escalation, and fix agent engagement and dispatch. Boingo's SLA agreement guarantees 99.9% availability of core systems, except during outages caused by circumstances outside Boingo's control, including acts of nature, site power outages, third-party circuit outages, etc. Please see Questions 4 and 5 which further details Boingo's NOC capabilities, SLAs, Escalation Matrix, and Notification Types.

4. Q: Do you have a 24/7/365 network operations center where you actively monitor DAS? If yes, describe its capabilities and characteristics.

Yes. Boingo possesses an in-house Network Operations Center to proactively monitor DAS and other networks. Boingo's NOC is strategically located across our Los Angeles, CA and Frisco, TX offices. Our dedicated team specializes in turnkey solutions that monitor, manage, and maintain the network in real-time using industry-standard systems.

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Boingo supports 24/7/365 operations and management oversight utilizing industry standard monitoring and ticketing systems through a centralized NOC. Our NOC is staffed around the clock to serve as our nerve center for all aggregated systems operations. The infrastructure is managed by a variety of tools to ensure continuous monitoring of the Wi-Fi network. The Boingo NOC is equipped with the most comprehensive set of commercial and in-house tools available today to verify device status and service quality from the customer to the Internet or cellular network.

Our tools enable real-time control and visibility of all the systems that provide the service to the customer. Not only can these tools provide a view of the status of the network and the function of the devices, but they also provide a wide range of data which can be collected, warehoused, and indexed, allowing for periodic—weekly/monthly/annual—and ad hoc reviews of system performance and SLA adherence. These reports can be catered to the individual needs of the Authority.

All outages, defects, degradations, and threats detected by these tools surface an alarm. Alarms are aggregated into a single event management interface and processed in Boingo's event management workflow. The event management workflow includes verification/qualification, impact assessment, severity assignment, classification, communication, triage/diagnostics, escalation, and fix agent engagement and dispatch.

5. Q: Describe your high-level incident management process for assessing the criticality of an issue and responding to a degradation of service. How do you determine when to mobilize staff to the facility?

Our proactive approach to network monitoring reduces restoration times and ensures the strictest SLAs are upheld. The more traditional approach to assessing network performance only captures one dimension of the network's overall performance at the base transceiver station (BTS) level or across many BTS aggregated at the switch – this misses the immediate, real-time analysis of the conditions that create these issues.

Event status and resolution are tracked in a ticketing system, with update and escalation schedules appropriate to the severity and associated SLA. The NOC sends event notifications via email during high-impact, critical service-impacting events. Below is an example severity matrix that can be tailored to the Airport's needs.

Below is an example severity matrix, which can be personalized according to BUR's needs.

SLA - SEVERITY MATRIX		
Severity	**Impact**	**SLA***
Priority 1	**70-100% service outage**	**Notify:** 20 Mins **Resolve:** 4 Hrs
Priority 2	**30-69% service outage or severe degradation**	**Notify:** 20 Mins **Resolve:** 6 Hrs
Priority 3	**5-29% service outage or minor degradation**	**Notify:** 1 Hr **Resolve:** 24 Hrs
Priority 4	**<5% service outage and non-service-impacting alerts**	**Notify:** 1 Hr **Resolve:** 3 Days

*Calculated as the meantime over one calendar month.

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Mobilizing Staff for BUR

Boingo's NOC is strategically located across our Los Angeles and Frisco offices. Our dedicated team specializes in turnkey solutions that monitor, manage, and maintain the network in real-time using industry-standard systems. The Escalation Matrix and Notification Types table below details Boingo's process of mobilizing staff members to support incidents at BUR.

NOC ESCALATION MATRIX		
Tier 1 – Network Operations Support (NOC)	Boingo NOC	noc@boingo.com 877-726-4646 Hours: 24/7
Tier 2 – Sr. Manager, NOC	Randy Moore	rmoore@boingo.com (310) 405-8520 Hours: 24/7
Tier 3 – VP, Network Operations	Steve Moller	smoller@boingo.com (310) 309-5903 Hours: 24/7

NETWORK OPERATIONS CENTER (NOC) NOTIFICATION TYPES	
TYPE	**DESCRIPTION**
Initial Notification	Announces the event with preliminary details of service impact.
Update Notification	Provides milestone information regarding the event and Estimated Time to Resolution (ETR).
Final Notification	Provides resolution information and event stop time.

6. Q: Explain the approach for managing recurring and chronic incidents.

Boingo proactively addresses recurring and chronic incidents to ensure optimal network performance. We leverage a multi-faceted approach when faced with challenges like intermittent interference or initial component issues from manufacturers. In instances of difficult PIM or other interference, Boingo collaborates closely with both our in-house Performance team and our extensive network of performance-specialized partners, as well as local and national carrier engineers. This collaborative effort allows us to identify and resolve the source of the interference efficiently. For persistent technology issues, Boingo works directly with manufacturers to expedite part replacements, often securing overnight delivery. Our dedicated onsite technicians then work around the clock to replace the components as they arrive. In rare, more challenging situations, we may even pivot to an alternative technology model. Throughout this process, our primary focus is on minimizing any impact to our subscribers and venue partners while swiftly restoring optimal performance. We have successfully implemented this approach with various challenges, including those related to antennas and fiber cards, ensuring a reliable and seamless connectivity experience.

7. Q: Share an example of a system performance report you provide to a customer. This can be redacted to prevent disclosure of sensitive information.

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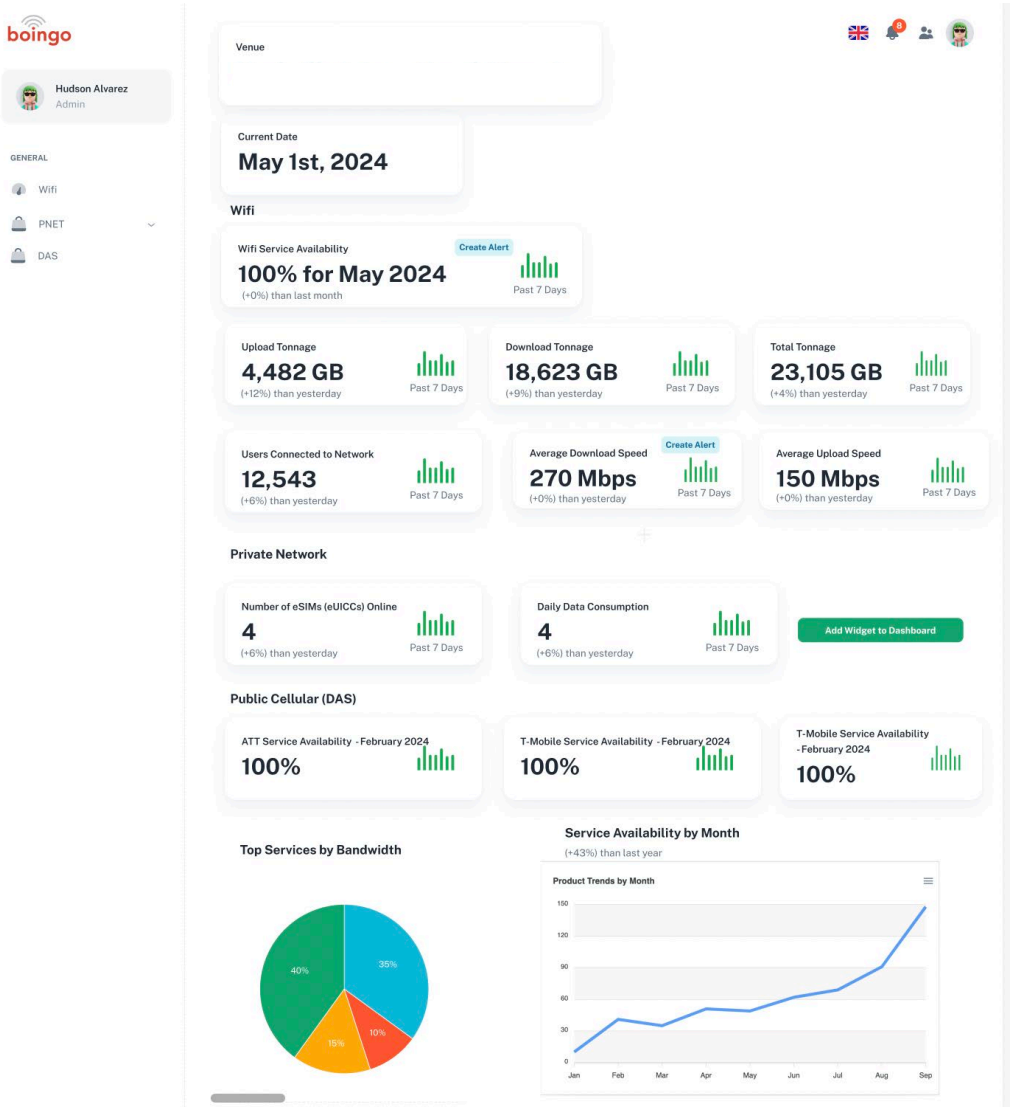
Boingo's NextGen dashboard – Converged Network View snapshot below offers a detailed overview of Wi-Fi and Public Cellular DAS. It showcases key performance indicators such as Wi-Fi service availability, essential for passengers and operations.

The data includes upload and download volumes, expressed in gigabytes, providing insights into the amount of data transferred within the network and indicating usage patterns. The number of users connected to the network is also tracked, offering a direct measure of demand and network load.



Furthermore, the dashboard displays average download and upload speeds in megabits per second (Mbps), crucial for assessing the quality of service delivered to users. Breakdowns of private network usage, such as the number of SIMs online and daily data consumption, offer a look into specific network segments and user engagement. Public cellular (DAS) service availability from providers like AT&T, T-Mobile, and Verizon is reported reflecting the network reliability for mobile users at the airport. The 'Top Services by Bandwidth' pie chart provides a distribution of network usage across different services, allowing for the identification of the most data-intensive applications.

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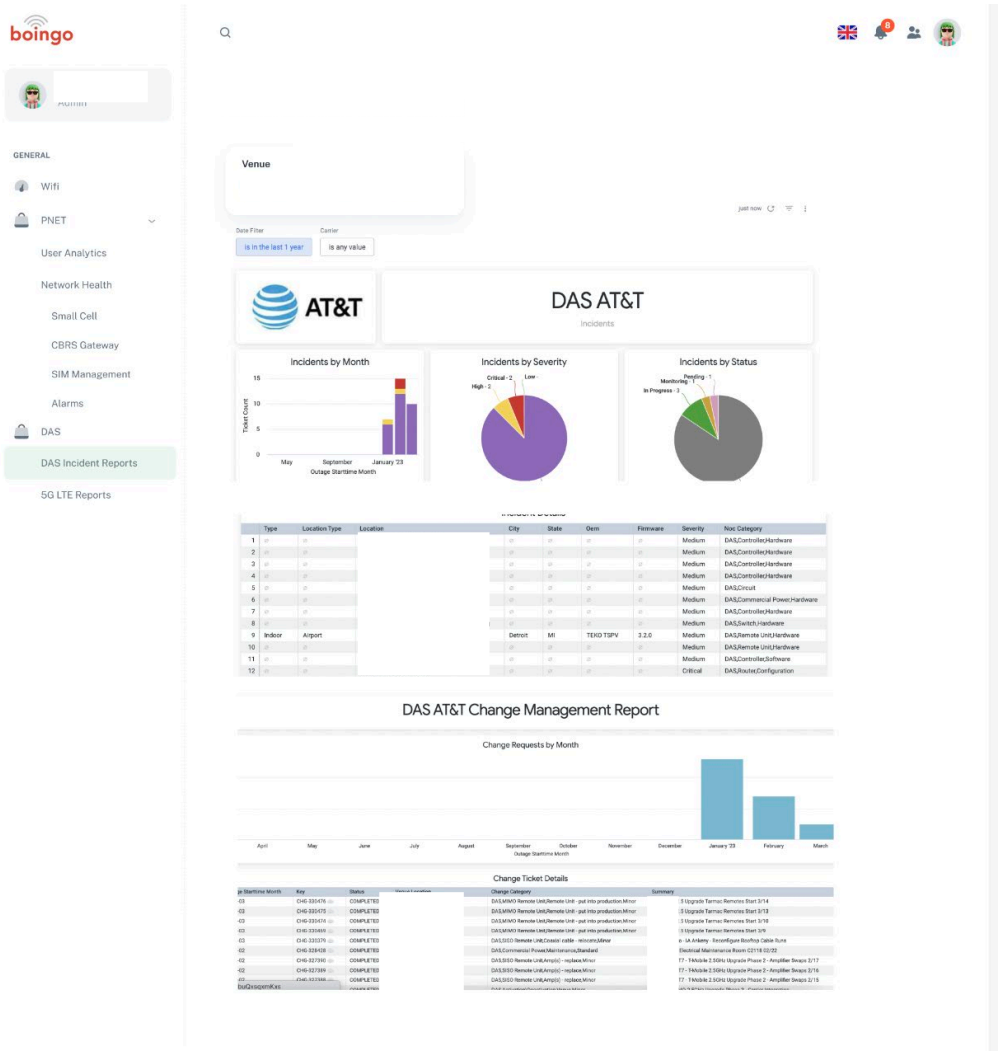
Lastly, the 'Service Availability by Month' graph tracks the percentage of service availability over time, indicating the network's consistency and helping to identify long-term trends or seasonal fluctuations. This comprehensive set of data enables network administrators to manage resources efficiently, ensure a high quality of service, and plan for future network improvements.

DAS Incident Dashboard

Please see below for an example of our DAS incident dashboard, which can be customized to the Authority's needs.



DAS Incident Report

Below is an example of an incident report that can be accessed from the Incident Report Dashboard:

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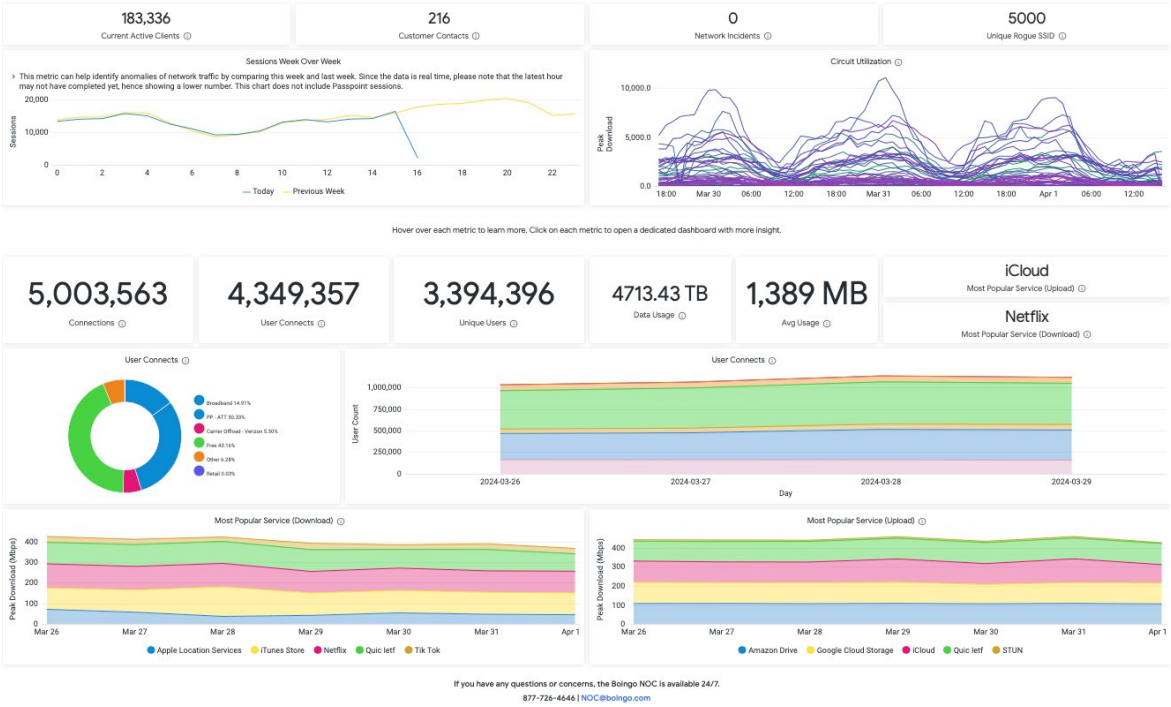

8. Q: Do you have live systems or portals, where the Authority can log in and view performance, tickets, and response times?

Yes, Boingo leverages Looker, an external facing portal which the Authority can log in and view performance KPIs like uptime percentages, live incident tickets, and tracking.

9. Q: How will you manage a situation where one carrier seeks a different arrangement or technical solution compared to the other carriers, especially if these changes are proposed during the mid-lifecycle of the DAS?

Balancing the varying technical, financial, and strategic needs of our carrier clients while protecting the needs of our venues is at the core of our business. When one carrier seeks a different arrangement or technical solution compared to the others, we leverage our deep understanding of each carrier's individual requirements and integrate those needs early in the neutral design phase of the project. We strive to ensure that our designs accommodate the performance requirements of each carrier, can scale as new frequencies, and adapts to technology upgrades while remaining cost-effective to encourage carrier investment.

While our initial designs aim to anticipate diverse needs, if a carrier requests an alternative solution later, Boingo conducts a thorough evaluation of the technical and financial implications for both us and the Authority. We then present these findings to the Authority for their review and decision. If the alternative solution emerges during the middle of the concession lifecycle and requires an upgrade, Boingo presents the proposal to the Authority. If all parties deem it beneficial, a separate agreement, as outlined in the RFP, can be established to accommodate the changes.

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10. How do you plan to collaborate with the Authority to justify and enable a carrier's request for an independent arrangement or solution, and what potential commercial implications do you anticipate?

Boingo's priority is to provide optimal cellular connectivity at BUR through a neutral-host cellular DAS solution, ensuring seamless service for both staff and travelers, regardless of their mobile carrier. To that end, we are committed to working with all carriers to operate on this proposed system.

While we expect the DAS solution to be implemented as planned, Boingo would thoroughly assess the technical and financial impact of any alternative a carrier proposes. We would then present this information to the Authority for their consideration. Some potential commercial implications of alternative arrangements could include:

- Degraded network performance/ passenger experience for certain carriers.
- Amendment to Concession Agreement.
- Loss of revenue.
- Impact on space, power usage, operations, aesthetics.

11. Q: If there is a misalignment in contract terms, carrier technology life cycle, or DAS technology life cycle, how do you handle, manage, or mitigate potentially diverging interests?

At Boingo, we proactively manage potential conflicts of interest among carriers through a multi-faceted approach. Each carrier's master lease agreement (MLAs) contains clauses that prevent interference between individual carrier networks. We also leverage our expertise in deploying multiple technologies, like cellular DAS and Wi-Fi, to offer solutions that accommodate diverse carrier needs. Our team prioritizes collaborative problem-solving, striving to find mutually beneficial outcomes for all parties involved, including the venue. In the rare instances where diverging interests arise, we conduct a comprehensive analysis to identify the most effective solution that balances carrier requirements, venue constraints (space, power), and overall performance. An example of this is at ORD where we convinced AT&T to join the neutral host DAS solution instead of deploying a standalone RDOT to give equal opportunity across the venue.

12. How do you balance the need to minimize disruptions caused by activities like construction projects with the imperative to maintain and improve technological capabilities, ensuring continued functionality at Hollywood Burbank Airport (BUR)?

Boingo has a proven track record of successfully navigating complex, 24/7 environments like airports. Our expertise lies in minimizing disruptions caused by changes like construction while still ensuring seamless and continuous wireless connectivity. Specifically, we are skilled at:

- **Responding swiftly to unexpected challenges.** We're used to quickly finding solutions when renovations impact existing infrastructure, such as when antennas or equipment are moved or disconnected, or when cables need to be rerouted.
- **Maintaining consistent coverage.** We proactively adapt to such changes by adjusting existing antennas, expanding networks, deploying temporary equipment, and closely coordinating with carriers. This ensures uninterrupted service for both passengers and staff.

Therefore, when balancing the need to minimize construction-related disruptions with the need to maintain and improve technological capabilities at BUR, we have prepared the risk management plan below:

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RISK MANAGEMENT PLAN	
RISK	**MITIGATION**
Equipment Delays	We will identify any long-lead time or at-risk equipment in the project planning phases and leverage our suppliers' warehousing and/or other professional services (e.g., staging, configuration) to ensure minimal delays or impact on project costs.
Engineering Review & Design Approval	If 30% of the designs are not approved, another 30-45 days may need to be added to the schedule. An AE firm will provide Plan B and C designs.
Terminal / Apron Access	Access to areas within Terminals and Apron, when needed, may become a challenge due to tenants/stakeholders' requirements and will require careful coordination.
Construction Schedule Delays	Depending on the source of delay, Boingo and construction partners will pivot quickly to add staff, extend work hours, or run tasks simultaneously to work towards staying on schedule.
Data Highway Infrastructure Upgrades	A thorough survey is conducted to identify congested cable racks, fiber troughs, and conduits potentially needing mitigation. Boingo will work with BUR to develop a solution.
Equipment Staging and Storage	Boingo will require a secure staging area to receive inventory and store equipment, tools, and materials. A staging area at each location would be preferred to optimize logistics and work schedule.
Technology Aesthetic Concerns	Should there be any aesthetic concerns related to wireless network infrastructure placement, Boingo will collaborate with architects, terminal operators, and BUR stakeholders to develop stealthing strategies to mitigate problems.

A: CARRIERS & AIRPORT CUSTOMER SERVICE

1. Q: How do you foster collaboration with carriers to establish and maintain positive working relationships?

Boingo has dedicated sales, engineering, and project management teams working with wireless carriers to fulfill their network expansion and upgrade plans. These teams are hyper-focused on carrier satisfaction and performance indicators that provide maximum participation and investment. Each team will be responsible for the following elements of Hollywood Burbank Airport (BUR)'s carrier marketing plan:

TEAM	RESPONSIBILITIES
Carrier Sales	• Work directly with wireless operators nationally and locally to verify Boingo's existing and planned projects are included in their capital budgeting process.

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	• Perform a thorough analysis using benchmark data and propagation maps at the properties so carriers can see what service their customers (and competitors) can expect. • Facilitate dialogue with carriers to map out a smooth design, build, and launch. • Create proposals and negotiate contracts with carriers.
Carrier Engineering	• Work closely with carrier counterparts to design and build a network consistent with identified specifications. • Combine the requirements of all carriers into a single, neutral design to accommodate the specifications of all carriers. • Redistribute the design to all carriers for review and approval. • Review all requests for consideration and modify the design until all carriers are satisfied and approve a final design.
Carrier Project Management	• Oversee the construction of the system, including working with carriers on all "punch-list" items including testing, optimization (jointly with engineering), final acceptance and launch.

2. Q: How have you utilized your carrier relationships to address challenges?

Boingo leverages its deep and long-standing relationships with major carriers to address challenges in a variety of ways:

- **Successful Carrier Participation:** Boingo's 100% success rate securing full carrier participation at various venues, including airports of similar size such as John Wayne International Airport, Kahului Airport, and General Mitchell International Airport, demonstrates our ability to navigate and satisfy the unique needs and requirements of each carrier. This strong track record provides confidence in our ability to secure full carrier participation for new projects.
- **Staying Ahead of Changing Technologies and Requirements:** Boingo's proactive approach to maintaining close contact with carriers, original equipment manufacturers (OEMs), and third-party contractors allows us to stay abreast of changing technologies, equipment capabilities, and evolving demands of carriers. This ensures we are positioned to address issues arising from changing expectations and competitive goals.
- **Direct Carrier Coordination:** We work directly with carriers on design approval, on-boarding, RF integration, and optimal ongoing performance. Our dedicated sales, engineering, and project management teams focus on carrier satisfaction and key performance indicators (KPIs). These relationships ensure timely and efficient project delivery as well as prevent service disruptions.
- **Dedicated Account Teams and RF Engineering:** Boingo has dedicated account teams and RF Engineering teams who partner with major carriers to align coverage and capacity objectives. These teams have established relationships, experience, and unique knowledge to work at all levels within carrier organizations (national, regional, and local) to drive design objectives and achieve network performance goals.

In summary, Boingo's established carrier relationships, and dedicated approach allows us to effectively address challenges by ensuring seamless maintenance, and operations, and allowing them to identify best-in-class solutions for their clients by working with multiple carriers and their ever-changing requirements.

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3. Q: Over the past five years, what has been the retention rate for the Respondent's current active clients?

Boingo takes pride in its outstanding track record. For the past five years, we have maintained an impressive 95% retention rate for our airport partners for whom we provide DAS, the highest retention rate in the industry. Our commitment to delivering exceptional service has resulted in continued partnerships with most of our airport partners. With only one airport opting out of renewal during this period, Boingo's high retention rate underscores the trust and satisfaction our venues place in Boingo.

Many of the airports under Boingo's operational umbrella have been elected to expand the scope of services that we provide them. These expansions stand as a testament to Boingo's ability to meet and exceed the evolving needs of airports. In the past two years, 17 of our venue partners have opted to renew their trust in Boingo, opting for an extension of term agreements, and 15 of our venue partners have chosen to expand the services that Boingo provides through new products and solutions, product upgrades, and additional coverage areas.

4. Q: Over the past five years, what has been the retention rate for the Respondent's current active employees?

The retention rate for Boingo's current active employees has been 82% over the past five years.

- 2024: 87.6%
- 2023: 88.3%
- 2022: 86.6%
- 2021: 62.1%
- 2020: 85.9%

5. How should the Authority measure your impact on the traveling public's customer satisfaction, and which metrics, measurements, rates, or scores should be considered?

Net Promoter Score (NPS) is a measure used to gauge customer loyalty, satisfaction, and enthusiasm with a company, calculated by asking customers one question: "On a scale from 0 to 10, how likely are you to recommend this product/company to a friend or colleague?" This survey can be provided to customers using the Wi-Fi at the airport.

6. How do you and your proposed solution increase travel public customer satisfaction for the Authority?

Beyond providing highly accessible Customer Care, Boingo views all customer contacts as an opportunity to gain insight into the qualities of the user experience. We analyze qualitative data to understand not only the functional elements of our experience, but also how customers perceive the experience. By establishing a customer feedback loop, we are able to continually optimize venue performance and attain industry-wide recognition for customer service – such as our 12 wins for "Best Wi-Fi Service" in *Global Traveler's* GT Tested Reader Survey Award.

By eliminating the need for app downloads, we ensure frictionless customer user experience, with the web portal serving as a revenue-generating tool for the Authority. Based on the SOW and goals, we propose a similar yet flexible structure that prioritizes the passenger experience, minimizing friction and providing a seamless connection process.

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Additionally, Boingo maintains an agreement with a leading customer service provider to deliver our Tier 1 customer service. These Boingo-trained and certified customer service representatives are supported by our in-house Tier 2 Customer Service Center and NOC. They are also supported by our Field Engineers and our contracted break/fix personnel in individual locations around the world. Upon award of contract, we will review customer service procedures and desired training programs or event-based support models.

7. Can you provide details regarding your organization's customer service policy, along with evidence of its implementation?

Boingo's Tier 1 Support team is available 24/7/365 and is trained to answer consumer questions that may arise during the connection experience. Of all calls received, 80% were answered by a Technical Service Representative in three minutes or less. This includes technical issues with the ability to escalate to Tier 2 and Tier 3 NOC support.

The table below details the multiple channels that provide our customers with the support they need.

CUSTOMER CARE SUPPORT CHANNELS	
ITEM	**DETAILS**
Telephone Support	• Staffed 24/7/365 with agents specifically trained to support our systems. • All calls are logged and tracked to ensure issue resolution. • Escalated calls will be "warm transferred" to Tier 2. • Any trends that develop will be escalated to the Network Operations Center (NOC) following the Customer Care to NOC escalation process.
Modular Connection Portal Feedback Link	• End users who get to the Modular Connection Portal can communicate with us if they are having issues and we will respond via either email or telephone.
Live Chat Support	• Boingo call center accepts multi-lingual Live Chat sessions initiated from the portal. • Support technicians are available to quickly resolve most user issues.
Email	• Support emails are responded to in 24 hours or less
Social Media	• Support is available to customers through social media channels including Facebook and Twitter. Posts are responded to in less than 15 minutes.

All Customer Care agents are required to complete a comprehensive training course that includes simulated customer calls and contacts. Agents are evaluated on several criteria and must achieve a satisfactory rating before taking live customer calls. Agents are routinely monitored during live calls and evaluated periodically to ensure they maintain the required performance standards.

Evidence of Boingo's Customer Care

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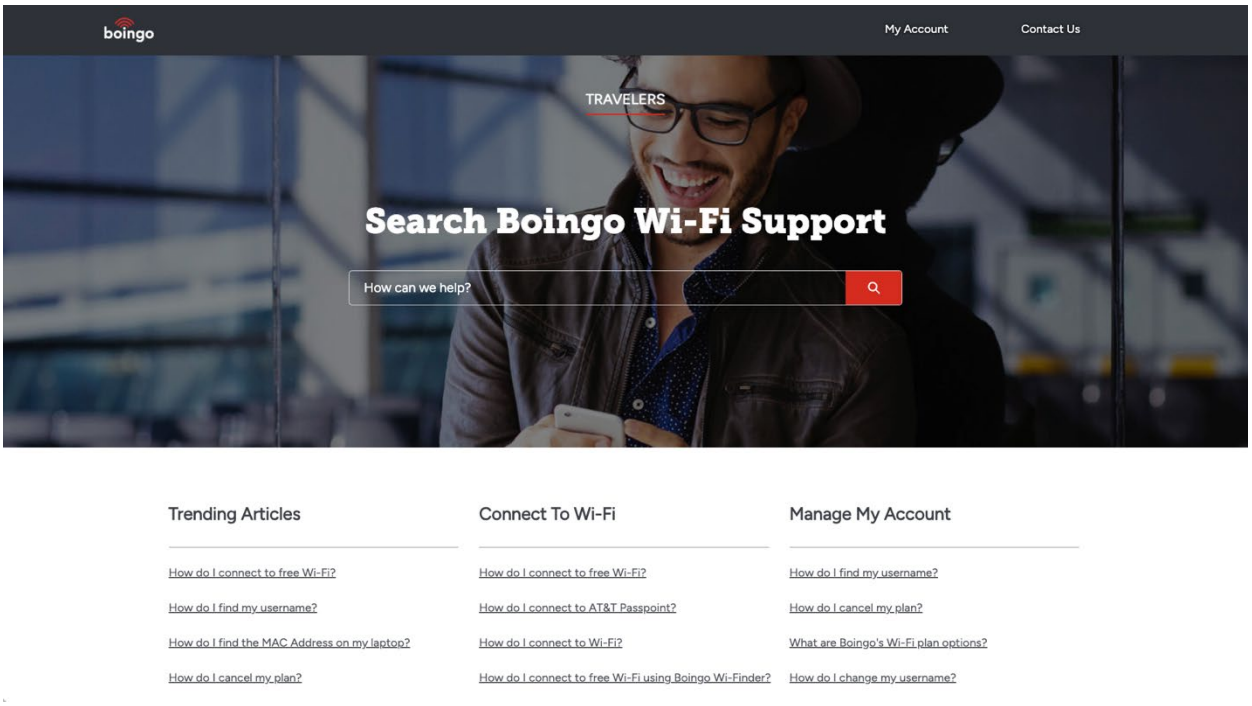
Included below are examples of our interactions with passengers along with a web interface for passengers to leverage for help.

Additionally, BUR's landing page can include information on email and social media support, as well as a link to extensive FAQs and Terms and Conditions. Please see below for a screenshot of Boingo's Customer Support landing page, which can be modified to BUR's login portal.



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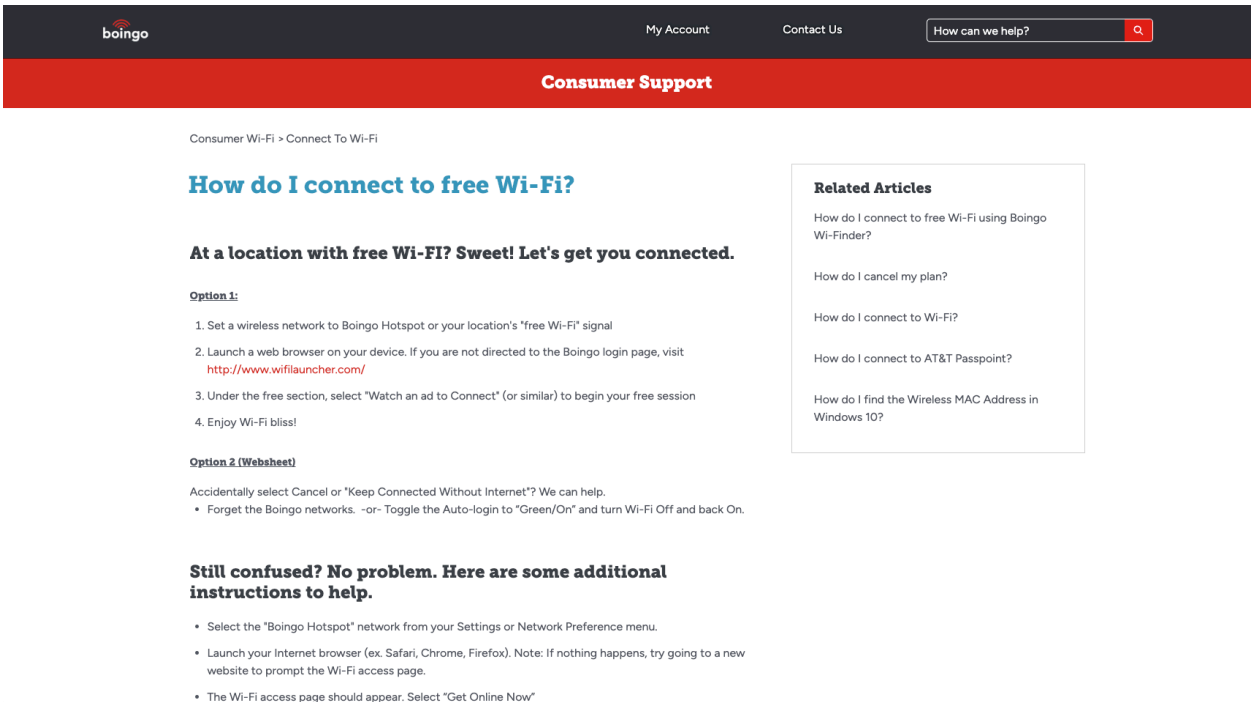

8. How does your organization measure and document its performance in customer service?

Boingo measures customer service performance through our First Call Resolution, which is the number of calls where the issue was resolved and does not require additional contact with support out of total calls to customer care. Boingo documents this case data in Salesforce, where it is reported on for historical significance.

A: ADDITIONAL QUESTIONS

1. Q: How would you propose unique approaches to meet the requirements considering the constraints, timeframes, and potential future changes?

Constraints, timelines, and potential future changes are issues that Boingo is uniquely positioned to address. Our long-standing industry relationships with carriers, all original equipment manufacturers (OEM), and third-party contractors will enable seamless construction, maintenance, and operations phases, as well as identify best-in-class solutions for DAS growth, expansions, or new builds. We ensure we are up to date on all carrier requirements for key performance indicators (KPIs), as well as ever-evolving features and enhancements introduced by DAS OEMs.

Mitigating Constraints
As the leader of indoor/outdoor DAS solutions, Boingo can deliver the following during the installation and construction phase of the project.

- Top priority on equipment orders from ongoing relations with leading OEMs, which reduces global supply chain constraints.
- Upon award, ability to immediately forecast, order, store, and deliver equipment.
- Use of national network implementation vendors as well as ability to comply with and adapt to any builder schedule.

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Meeting Timeframes

We are construction experts. Boingo's proven track record of completing projects on time, leveraging off-hours, weekends, and overtime, while complying with zero-injury policies and site safety, positions us to hit projected dates and milestones mutually agreed-upon between the Authority and Boingo. The proposed scope of services includes the following phases, described at a high level below. Note, an expanded project schedule with dates and milestones is further detailed in the **Implementation Plan**.

PHASE	BOINGO RESPONSIBILITY
Final Design Phase *2 weeks*	• Compile feedback from stakeholders as it relates to the design and constructability. • Complete pre-construction testing (if applicable). • Conduct design revisions (if applicable). • Complete 90% construction drawings (HE, OSP, Cabling). • Obtain the Authority's approval for the final RF design and 90% construction drawings. • Compile final cost revisions based on changes. • Deliver project plan and costs for final approval.
Installation & Construction Phase *2 – 3 weeks*	• Order long lead-time materials & issue critical POs. • Order NOC circuit and backhaul circuit(s). • Obtain all necessary permits and permissions. • Complete pre-construction meeting with the Authority's representatives. • Install all cabling, equipment, and components. • Manage day-to-day installation activities, identify risks and implement mitigation plans if needed. • Conduct regular project status meetings with the Authority's representatives.
Test, Accept and Launch Phase *2 weeks*	• Develop and execute high level test plan. • Develop and execute detailed test cases. • Develop recurring certification schedule/plans covering regression aspects. • Document bugs report/defects and related resolution. • Complete QA Report (QA Certification) used for "Go/No-Go." decision before venue is launched with Boingo services.
Operations & Maintenance Phase *Ongoing*	• Complete system management, operation, and support hand-off. • Provision equipment into NOC and monitoring systems. • 24x7x365 Remote Network Monitoring from Boingo NOC. • 24x7x365 Help Desk and Customer Support. • Ongoing-Network Operation and Maintenance. • On-going Field Services. • On-going Network Expansions. • Technology Refreshes (as applicable).

Additionally, Boingo commits to working closely with the Authority to ensure carrier signal on the new DAS solution to meet timeframe objectives for onboarding new carriers. To accomplish this,

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our Carrier teams will help maximize carrier participation on the network, so staff and visitors of BUR experience the best coverage possible, starting Day 1.

Managing Potential Future Changes

Boingo is highly experienced in managing change in a large, complex, 24/7 environment, including airports, military bases, stadiums, and more. Changes are managed following the Change Management Policy listed on the table below. When the engineer begins work, the NOC is notified to start the ticket, and our Jira monitoring platform is utilized to monitor progress. When the engineer completes a change, the NOC validates the work completed in the monitoring platforms and makes any necessary changes to monitoring as defined in the change ticket.

CLASS	DEFINITION	EXAMPLE
Major Change	• Planned, high impact, with risk of or an inherent material impact to revenue, partners or customer experience. • High degree of preparation and coordination across 2 or more functional groups to implement. • High Potential for proactive customer or partner notification.	• PCI patching of Database servers requiring deadman period. • Power maintenance at a location requiring shutdown of services for several hours. • Major Billing and Revenue Management (BRM) upgrade. • DAS Controller upgrade.
Minor Change	• Planned, low impact, with little or no impact to revenue, partners or customer experience. • Some preparation. Generally implemented by release or network engineer. • Low Potential for proactive customer or partner notification.	• Venue throttle rate modifications. • IOS upgrade of switch. • Buyflow changes. • DAS Remote Unit Swap.
Emergency Change	• Unplanned changes which are required to be implemented under an emergency situation in which there is a current or imminent material impact to revenue, partners or customer experience.	• Disabling captive portal in a venue due to RADIUS issues.
Standard Change	• Planned, routine and repetitive tasks, having been classified as such by the Change Advisory Board (CAB). • NSA (Non-service Affecting) and has no potential of impacting services for Boingo Wireless customers. • No customer notification required.	• Cosmetic changes to captive portal environment or websites. • Venue sales offer change. • Inactive network interface config change.

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2. Q: What alternative commercial models or structures, not outlined in this RFP, do you believe the Authority should consider, and what are the reasons for their relevance?

Boingo has designed a robust Wi-Fi 7 network to support additional revenue-generating opportunities at Hollywood Burbank Airport. As seen at other flagship airports in our portfolio, we have successfully delivered the following revenue-generating services. We would be happy to discuss this further with the Authority to understand how these solutions align with the Airport's long-term plan.

- **Tenant services.** As an overlay to the existing network, Boingo offers the ability to monetize the Wi-Fi network further and increase tenant and partner satisfaction with tenant service features such as dedicated capacity, quality of service, quality of experience, private and guest access, and unique SSIDs on the Wi-Fi or wired network.
- **Offload.** Boingo has a product called Passpoint that allows a wireless carrier's data traffic to be offloaded to a Boingo Wi-Fi network.

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Exhibit I: Federal Requirements

For purposes of this Exhibit, references to "Contractor" shall be deemed to refer to Concessionaire.

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

D. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

2. Civil Rights – Title VI Assurance

A. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination

prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

3. ACDBE Regulations

A. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management

contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

B. The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.