



June 16, 2017

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 Monday, June 19, 2017, at 8:30 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 Hollywood Way, Burbank, California 91505.

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

REGULAR MEETING
OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
Regular Meeting of Monday, June 19, 2017
8:30 A.M.

NOTE TO THE PUBLIC: Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Commission less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 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

1. Approval of Agenda
2. Public Comment
3. Approval of Minutes
 - a. June 5, 2017 [See page 1]
4. Contracts and Leases
 - a. First Amendment to the Airport Access and Facilities Agreement
Class VIII Operators (Transportation Network Companies)
 - Staff Report Attached [See page 4]

Staff seeks an Operations and Development Committee recommendation to the Commission that it approve the First Amendment to the Airport Access and Facilities Use Agreement ("First Amendment"), copy attached, that relocates the pick-up location of the Transportation Network Companies ("TNCs") from the first floor of the short-term parking structure to a designated island curb of the redesigned ground transportation layout in front of the Hollywood Burbank Airport terminal.

b. Award of Contract – Urgentlink (Emergency Communications Services)

- Staff report Attached

[See page 6]

Staff seeks an Operations and Development Committee recommendation to the Commission to authorize the Executive Director to execute an UrgentLink Service Agreement ("Service Agreement") with ARINC Incorporated ("ARINC"), a Rockwell Collins company, for access to a national emergency backup public safety communication network. The proposed agreement will have a three-year initial period and will cost \$8,000 per year during such period.

5. Items for Information

a. Ground Transportation Operation Realignment

No staff report is attached. Staff will update the Committee on the proposed ground transportation operation realignment as previously discussed with the Committee. Staff will also present the Ground Transportation Operation Realignment to the Commission at its meeting immediately following the Committee's meeting.

6. Other Contracts and Leases and Capital Projects

7. Adjournment

Subject to Approval

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

MONDAY, JUNE 5, 2017

A regular meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom of the Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, California, at 8:33 a.m., by Chairman Brown.

ROLL CALL

Present: Commissioners Brown and Selvidge

Absent: Commissioner Sinanyan

Also Present: Frank Miller, Exexecutive Director;
John Hatanaka, Senior Deputy Executive Director;
Mark Hardymont, Director, Transportation and
Environmental Programs; Mary Tromp, Manager,
Parking Revenue

1. **Approval of Agenda** Commissioner Selvidge moved approval of the agenda. The agenda was approved (2-0, one absent.)
2. **Public Comment** There were no public speakers.
3. **Approval of Minutes**
 - a. **May 15, 2017** Commissioner Selvidge moved approval of the minutes of the May 15, 2017, meeting. The minutes were approved (2-0, one absent).
4. **Contracts and Leases**
 - a. **Transportation Security Administration recapitalization Project Baggage Screening Equipment Project Number E16-17** Staff reported that the U.S. Department of Homeland security Transportation Security Administration ("TSA") supplies baggage screening machines at the Airport, and in 2012 TSA approached Staff with a project that it wanted to implement and fund at the Airport. The project will replace four CTX 9900 inline inspection devices with newer technology. TSA split the project into two phases. The initial phase project design included the preparation of construction documents for bidding and a detailed estimate of the construction costs. The second phase will be solicitation of

construction bids and physical implementation of the construction effort.

At the October 1, 2012, Authority meeting, the Commission approved an "Other Transaction Agreement" ("OTA") with TSA for the costs of the design and construction document preparation for the upgrade/replacement of the computerized tomographic x-ray ("CTX") equipment at the Airport that is used to inspect all checked baggage.

The OTA was executed by Staff and the first sub-phase in the amount of \$12,100 was completed and the bid accepted by the TSA. TSA has now provided Amendment #3 to the OTA seeking Authority execution for the construction phase of the project in the amount of \$1,870,130.

Staff recommended that the Committee recommend to the Commission that it authorize the following actions:

- 1) Authorize the Executive Director to execute Amendment #3 to the existing Other Transaction Agreement ("OTA") between the Department of Homeland Security Transportation Security Administration ("TSA") and the Burbank-Glendale-Pasadena Airport Authority in the amount of \$1,870,130;
- 2) Authorize the Executive Director to execute a lump sum Professional Services Agreement ("Agreement") with Swanson Rink, Inc. in the amount of \$78,200 to provide construction administration services;
- 3) Authorize the award of contract for construction to G & S Mechanical USA, Inc. in the amount of \$998,600 to prepare the area for the installation and connection of new baggage screening equipment;
- 4) Approve the deployment of TBI staff for project/construction management services in an amount not-to-exceed \$163,000;
- 5) Authorize the establishment of a Project Aggregate Contingency of \$123,980 which is approximately 10% of the estimated total project budget.

Motion

Following the presentation Commissioner Selvidge moved approval of Staff's recommendation.

Motion Approved

The Motion was approved (2-0, one absent).

5. Items for Information

**a. April 2017 Passenger/Cargo
Statistics and Parking
Information**

Staff presented the results of the April 2017
Passenger/Cargo Statistics and Parking Information.

**6. Other Contracts and Leases
and capital Projects**

This item was not discussed.

7. Adjournment

There being no further business, the meeting was
adjourned at 8:47 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
JUNE 19, 2017**

**FIRST AMENDMENT TO THE AIRPORT ACCESS AND FACILITIES USE AGREEMENT
CLASS VIII OPERATORS
(TRANSPORTATION NETWORK COMPANIES)**

SUMMARY

Staff seeks an Operations and Development Committee recommendation to the Commission that it approve the First Amendment to the Airport Access and Facilities Use Agreement ("First Amendment"), copies attached from each operator, that relocates the pick-up location of the Transportation Network Companies ("TNCs") from the first floor of the short-term parking structure to a designated island curb of the redesigned ground transportation layout in front of Hollywood Burbank Airport ("Airport") terminals.

Subject to the recommendation of the Committee, this item has been placed on the Commission's agenda for consideration at its meeting immediately following the Committee meeting.

BACKGROUND

At the August 15, 2016, meeting of the Legal, Government and Environmental Affairs Committee, Staff received the recommendation to seek approval of the Permanent Airport Access and Facilities Use Agreement Class VIII Operators ("Permanent Agreement") for TNCs and authorize the Airport Authority President to execute the same. At the September 6, 2016, meeting of the Airport Authority ("Authority"), the Commission approved and executed the Permanent Agreement with several TNCs.

The current Permanent Agreement provides TNCs with authorized access to the Airport and allows for passengers to be dropped off at the curb in front of the terminal with the authorized pick-up location designated on the first floor of the short-term parking structure. The current rates assessed to the TNCs for each transaction is \$3.00 per each pick-up and/or drop-off at the Airport. Pick-up fees are paid upon exiting the short-term parking structure while drop-off fees are remitted to the Authority on a monthly basis in arrears based on self-reporting of activity captured by the geo-fence whose parameters are defined in the Airport Access and Facilities Use Agreement.

Based on analysis of current operations and traffic congestion in the short-term parking structure, Staff presented to the Committee at its meeting of May 1, 2017, a proposed redesigned ground transportation layout in front of the terminals for all authorized ground transportation operators at the Airport. Based on the input of the Committee at this meeting, Staff has finalized the layout and met with all authorized ground transportation operators on June 1, 2017, to provide all ground transportation stakeholders the opportunity to publicly

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\\STAFF REPORTS\\OPERATIONS\\6-19-2017
FIRST AMENDMENT TO THE AIRPORT ACCESS
AND FACILITIES USE AGREEMENT
CLASS VIII OPERATORS (TNC'S)

comment on the proposed changes to the designated drop-off and pick-up locations for all ground transportation operators. Staff has taken the comments received into consideration and has finalized the redesigned ground transportation plan.

While some of the other ground transportation operators will also be relocated, only the agreement with the TNC operators requires an amendment to reflect the change with their operation from the parking structure to a designated pick-up area on an island curb east of Terminal B and outside of the short-term parking structure. The proposed First Amendment defines the new pick-up location and requires all fees for passenger pick-ups and drop-offs to be remitted by the respective TNCs on a monthly basis. The current fee structure remains unchanged.

DETAILS

Key components of the First Amendment are as follows:

Rules:	Relocation of the authorized passenger pick-up location from within the short-term parking structure to a designated island curbside in front of the terminals.
Fee:	Three (\$3.00) dollars per pick-up and drop-offs each. Payment to be remitted on a monthly basis by each TNC based on the geo-fence report, in arrears.

IMPACT ON REVENUE

Because the pick-up location will not be in the short-term parking structure, the First Amendment is revenue positive in that the pick-up fees currently received from the TNCs will no longer be subject to the city of Burbank transient parking tax.

STAFF RECOMMENDATION

Staff seeks a recommendation from the Committee that the Commission approve the First Amendment to the Permanent Airport Access and Facilities Use Agreement Class VIII Operators for TNCs and authorize the Authority President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
JUNE 19, 2017**

URGENTLINK SERVICE AGREEMENT

DESCRIPTION:

Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission to authorize the Executive Director to execute an UrgentLink Service Agreement ("Service Agreement") with ARINC Incorporated ("ARINC"), a Rockwell Collins company, for access to a national emergency backup public safety communication network. The proposed agreement will have a three-year initial period and will cost \$8,000 per year during such period.

BACKGROUND:

UrgentLink is the first national public safety HF radio network established for the purpose of providing backup disaster communications for public safety agencies. In a significant disaster, access to landline, cell, terrestrial, and other communication services may be lost. The UrgentLink system provides highly-reliable emergency backup communication service utilizing public safety-grade infrastructure at multiple sites across the country. This infrastructure will enable UrgentLink subscribers within a disaster impact zone to connect with agencies outside of the disaster impact zone even if access to other communication services is not available.

The UrgentLink system is a turn-key service that includes radio equipment, frequencies, access to a Rockwell Collins national network, and complete equipment maintenance. The system does not require the extensive training or knowledge that is traditionally required for HF communications. UrgentLink allows for a seamless interoperability for managing crisis communications among multiple stakeholders.

UrgentLink has partnered with UHFCC for exclusive access to HF maritime frequencies, for use in the event of a disaster or other emergency situation. These frequencies, designated for use in emergencies on land, provide communications access for first responders and other critical infrastructure entities when primary communication systems are not available.

Hollywood Burbank Airport became UrgentLink's first operational test site in the United States in January 2015. US HF Cellular Communications LLC, another Rockwell Collins company, currently pays the Authority \$500.00 per month for installation and testing of UrgentLink radio equipment located in the Airport Emergency Operations Center. If the proposed Service Agreement is approved, then that contract will be terminated.

CONTRACT DETAILS:

The proposed Service Agreement has a three-year initial term and will automatically renew for one-year at a time unless either party issues a notice of non-renewal 30 days prior to a renewal. After the initial term has concluded, either party may terminate the Service Agreement for convenience on 60 days notice.

The annual subscription fee for the proposed Service Agreement is \$8,000 per year during the initial period with a total cost of \$24,000 for such period. After the initial period, ARINC would be able to increase the annual subscription fee by 3% or the CPI change (whichever is greater) on 60 days notice.

The UrgentLink system includes a 125-Watt HF transceiver, roof-mounted antenna, subscriber radio, control head, and associated power supply/convertor installed at the transceiver location. Standard 110 VAC power is required at the transceiver location, serviced by a dedicated 15-Amp circuit supported on the facility's emergency generator and uninterruptable power supply.

As a turnkey multiyear subscription based service agreement, all of the system's equipment, radio frequencies, network, and associated software remain the property of ARINC and Rockwell Collins, which is responsible for the repair and maintenance of the system's equipment.

The features to be installed at Hollywood Burbank Airport include:

Direct voice connection – Communicate with other users directly, within the disaster zone or with a radio call outside of the affected area.

Radio patch – Users have one-touch access to the Operations Center to be patched to other UrgentLink customer radio users.

Auto patch – the network automatically connects to other users without an operator.

Phone patch – Users have 24/7/365 one-touch access to be patched to a phone through the UrgentLink Operations Center.

Group Call – Communicate with a group of users within the disaster zone or with other users outside of the affected area.

Text Messaging – Exchange pre-defined or custom texts up to 90 characters, within the disaster zone or with radios outside the affected area.

FUNDING:

Funding for the proposed Service Agreement will be accommodated in the proposed FY 2018 Budget. If approved, the annual subscription fee will be included in subsequent fiscal year proposed budgets.

UrgentLinkSM Service Agreement

This Service Agreement ("Agreement") is made and entered into this — day of ____, 2017 ("Effective Date") by ARINC Incorporated, a Delaware corporation, at 2551 Riva Road, Annapolis, Maryland 21401 ("Provider"), and Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency, at 2627 North Hollywood Way, Burbank, California 91505 ("Customer").

1 PREAMBLE. The UrgentLinkSM Service provided by the Provider is designed to provide a communication path of last resort to qualified entities that subscribe to the service, using High Frequency (HF) radio channels and digitally-controlled HF radio equipment between users (the "Service"). The HF radio spectrum is made available under spectrum licenses held by US HF Cellular Communications LLC and its affiliates ("USHFCC").

This Agreement applies to the Service described in the Service Order to which this Agreement applies (each, an "Order"). Capitalized terms used throughout this Agreement shall have the meaning set forth herein or if not defined herein shall have the meaning set forth in the Order. Each Provider and Customer shall be referred to herein as "Party" and collectively as the "Parties."

2 SERVICES AND PRODUCTS.

2.1 Generally: Provider will provide, and Customer shall subscribe to, the Services and Products described in the Order, including the UrgentLinkSM subscription-based Service and radio equipment.

2.2 On-Site Services: If Customer orders installation, site survey, project management, training or other on-site services, Provider will perform such on-site Services in accordance with its standard procedures. Customer will, at its expense, prepare the site as Provider instructs (including environmental conditions), obtain all permits or other third party permissions, provide unobstructed access to Provider, provide staff if required to permit access and observe any testing; communicate with Provider; and cause any other third party vendors to cooperate with Provider. If Customer prevents or delays on-site Services, Provider may charge applicable travel and lodging costs, charges at Provider's standard hourly rates for the intervening time, any other direct costs incurred by Provider, and rescheduling fees (currently \$300 per person per day of on-site scheduled time). On-site Services will be deemed accepted on satisfactory completion. Provider will comply with Customer's written security rules and regulations while performing on-site Services. Provider will work with the Customer-designated personnel to complete the installation and to certify the installation pursuant to the requirements of the Provider, Customer and the FCC.

2.3 Products: Unless the Order states otherwise, all Products will remain owned by Provider and provided to Customer as part of the Services. Customer receives a license to use the Products during the applicable term of the Order.

2.4 Interference: Customer shall use the Spectrum in a manner that does not or would not reasonably be expected to cause any emission, radiation or induction that endangers the functioning of a radio navigation service or of other safety services or seriously degrades, obstructs or repeatedly interrupts a radio communications services operation ("Interference"). Customer shall notify Provider immediately upon becoming aware of any actual or potential Interference caused, directly or indirectly, by Customer's use of the Spectrum or exercise of rights under the Order or this Agreement. Customer shall be responsible for any and all such Interference. Provider shall not be responsible for such Interference.

2.5 Use of the Spectrum: The UrgentLink SM Services shall be provided on a secondary, non-Interference basis to the high frequency ("HF") ship-to-shore radiotelephone services utilized for maritime communications pursuant to 47 C.F.R. §80.123. The UrgentLink SM Services shall be provided only in a manner consistent with the waiver issued by the Federal Communications Commission ("FCC") to ShipCom, L.L.C. on May 10, 2010 (the "Waiver"), including that Part 90 Services will be provided only in the event of a disaster that renders UHF/VHF, satellite, terrestrial and other non-HF means of communication ("Normal Communications Services") inoperable, and for necessary testing and training by Provider and Customer to familiarize Customer personnel with how to operate the UrgentLink SM service and ensure that it is operable; provided that such testing and training shall be conducted by Provider and Customer no more than once a month.

3 PRICING AND PAYMENT.

3.1 The following pricing and payment terms apply to all Orders:

- a. Each UrgentLink SM Subscription includes a radio. Each UrgentLink SM Subscription carries with it an Annual Subscription Fee.
- b. Subsequent to the initial installation and acceptance of the equipment per Section 2.2 above which acceptance shall not be unreasonably withheld or delayed, Annual Subscription Fees will be invoiced annually in advance commencing on the Order Effective Date and due within thirty (30) days of receipt of the invoice without setoff or deduction. Provider will apply payments to the oldest outstanding invoice. All payments are final and nonrefundable except as provided in Section 7 below.
- c. Installation and any one time fees, if applicable, will be invoiced when the equipment is shipped and due within thirty (30) days of receipt of the invoice. If Customer elects to self-perform the installation, Provider will invoice Customer for the equipment fee and initiate service within thirty (30) days after the radios are delivered regardless of whether Customer has completed installation.
- d. For the Initial Term, the Annual Subscription Fee will be eight thousand dollars (\$8,000). The Annual Subscription Fee may be increased, commencing at the start of a renewal term, by

no more than the greater of 3% or the Consumer Price Index (all Urban Consumers) per year thereafter with at least 60 days notice before such increase.

e. Customer requests for services outside of the Order will require a separate change order executed by the parties. Unless otherwise agreed by the parties, professional services outside of the Service will be charged at Provider's standard hourly rates.

f. Invoices not paid when due will bear interest from the due date at the rate of one and one half percent (1.5%) per month or, if less, the maximum amount permitted by law. Customer shall pay all reasonable costs of collection (including reasonable attorney's fees).

g. Customer shall be responsible for all sales, use, value added, goods or services tax or similar taxes and telecommunications fees payable to the FCC required by Applicable Law in connection with the provision of the UrgentlinkSM services pursuant to the Order except taxes based on Provider's income. Any tax exemption must be supported by appropriate documentation.

4 LIMITED WARRANTY.

4.1 Generally: Provider warrants that Services will be provided in a workmanlike manner, in accordance with industry standards and by individuals with suitable skills and abilities.

4.2 Exclusions. Provider will not be obligated to repair or replace any Product, and Customer will be obligated to pay for any Product, which (i) has been repaired by others; (ii) has been abused or improperly handled, stored, altered, or used with third party material or equipment; (iii) has been subject to power failures or surges, lightning, fire, flood or accident due to the negligence or willful misconduct of Customer; (iv) has been otherwise damaged due to a cause within the reasonable control of Customer; or (v) has not been installed by Provider or a Provider-authorized technician.

4.3 Disclaimer: EXCEPT AS STATED ABOVE, PROVIDER AND USHFCC DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, ACCURACY OR CONDITION OR LOSS OF DATA, NETWORK CONNECTIVITY, INTEROPERABILITY OR THAT THE SERVICES, PRODUCTS OR RELATED SYSTEMS WILL BE UNINTERRUPTED OR ERROR-FREE.

4.4 Customer Materials: Customer will provide information reasonably requested by Provider to perform the Services ("Customer Materials"). Customer warrants that (a) Customer is solely responsible for the content and rights to the Customer Materials; (b) the Customer Materials will be accurate; and (c) Provider's use of the Customer Materials will not violate the rights of any third party. Further, Customer represents and warrants that Customer provided equipment, including but not limited to cabling and wiring, ("Customer Equipment"), meets applicable codes

and minimum Provider specifications. Provider shall not be responsible for failure of the Services due to Customer Materials or Customer Equipment.

5 LIMITATION OF LIABILITY. EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS TITLED PAYMENT, INDEMNIFICATION, AND INTELLECTUAL PROPERTY, NEITHER WILL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS OR COST OF COVER. PROVIDER'S TOTAL LIABILITY FOR ANY REASON WILL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER UNDER THE RELEVANT ORDER IN THE 12 MONTHS BEFORE THE CLAIM. THESE LIMITS OF LIABILITY APPLY WHETHER THE CLAIM ARISES OUT OF BREACH OF WARRANTY, CONTRACT, TORT, OR STRICT LIABILITY, AND EVEN IF THE DAMAGES ARE POSSIBLE OR FORESEEABLE.

USHFCC WILL NOT BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS OR COST OF COVER.

6 INDEMNIFICATION 6.1 Provider Indemnity: Provider will indemnify and hold harmless Customer from third-party claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney fees and expenses (collectively, "Claims") for physical injury or death or tangible property damage to the extent caused by Provider's negligence or willful misconduct.

6.2 Customer Indemnity: Except to the extent prohibited by applicable law, Customer will indemnify and hold harmless Provider, USHFCC and their respective Affiliates, officers, directors, employees and agents from Claims (a) relating to the Customer Materials or a breach of the section titled Customer Materials; (b) for physical injury or death or tangible property damage to the extent caused by Customer's negligence or willful misconduct; and (c) for violation of any terms of use referenced in an Order or this Agreement.

7 TERM AND TERMINATION: This Agreement is effective as of the Effective Date. The subscriptions and radio service purchased will run for a term (the "Initial Term") of three (3) years, starting on the first of the month following shipment of the radio equipment. Unless otherwise terminated as permitted in this Agreement or the governing terms listed above, this Agreement will renew automatically each year for a term of one (1) year unless either party provides notice of non-renewal at least 30 days prior to the end of the current term. Notwithstanding the foregoing, this Agreement may be terminated by Provider, upon notice to Customer and without prejudice to either party, should the required Spectrum or Waiver for any reason no longer be made available for UrgentLinkSM Service management by Provider.

On any termination, Customer will return to the Provider all Provider equipment in its original condition, reasonable wear and tear excepted. After the Initial Term, this Agreement may be

terminated by either Party for convenience upon sixty (60) days written notice to the other party. In the event of early termination, within five (5) days of the termination date, Provider shall pay Customer a pro rata refund of the Annual Subscription Fee for the unused portion of that renewal term. On termination or expiration, Customer grants Provider access to recover any Provider materials or equipment on Customer premises.

8 INTELLECTUAL PROPERTY.

8.1 Provider IP: Provider retains full and exclusive ownership of and all rights in, to and under its trademarks, service marks, tradenames and logos, and any design, data, specification, know-how, software, device, technique, algorithm, method, discovery or invention, whether or not reduced to practice, relating to the Services, Products and any development, enhancement, or derivative works thereto except for the Customer Materials (collectively, including all intellectual property rights, "Provider IP"). Provider grants Customer a non-exclusive, non-transferable license during the term to use the Provider IP only to the extent required to utilize the Services, subject to this Agreement. Customer receives no other right, title or interest in, to or under Provider IP. Customer will cooperate to take such actions reasonably requested to vest ownership of Provider IP in Provider.

8.2 Restrictions: Customer will not disclose or allow access to Provider IP, including without limitation, software and systems, by anyone other than Customer's employees and subcontractors who have a need to access the Provider IP and who are bound by law or written agreement to comply with Customer's duties under this Agreement. Neither party will reverse engineer, decompile, disassemble or translate the other party's intellectual property or confidential information. Each party reserves all rights to its intellectual property.

9 MISCELLANEOUS.

9.1 Force Majeure: Neither party is liable for delays or defaults in its performance hereunder (except for its payment obligations) due to causes beyond its reasonable control, including: acts of God or government; war, terrorism, fire or explosion; flood; extreme weather; epidemic; riots; embargoes; viruses; technology attacks; labor disturbances; failure or unavailability of telecommunications, transportation, utilities or suppliers.

9.2 Independent Contractors; Assignment: The parties are independent contractors; no agency, joint venture or partnership is created under this Agreement. Services may be provided, in whole or part, by Provider or its Affiliates. This Agreement will be binding on permitted successors and assigns. Neither party may transfer or assign this Agreement without the other's prior written consent, not to be unreasonably withheld, except that Provider may assign this Agreement to an Affiliate or to an acquirer of all or part of its business or assets, and/or to the entity with license rights to the Spectrum (USHFCC or its affiliates), without consent.

9.3 Interpretation; Conflict; Severability; Changes: “Including” means including, without limitation. “Days” means calendar days. If any terms of this Agreement and an Order conflict, the Order will govern for that Order only provided that such Order has been executed by both parties. No preprinted purchase order or other Customer form terms will apply. Any provision held unenforceable by a court will be enforced to the fullest extent permitted by law and will not affect the other provisions. No course of dealing or failure to exercise any right or obligation is an amendment or waiver. This Agreement may be modified, amended or waived only in writing signed by the parties. Provider may modify or improve Services and Products over time.

9.4 Applicable Law and Remedies: This Agreement is governed by Maryland law, without regard to choice of law principles. Each party waives all rights to a jury trial. Injunctive relief will apply to any breach of Section 9. All rights and remedies are in addition to any other rights or remedies at law or in equity, unless designated as an exclusive remedy in this Agreement. Each party will be entitled to the same governmental or other immunity or other protections afforded by any law, rule or regulation to the other party, and neither party will object to or interfere with the other party’s application of this sentence.

9.5 Legal Compliance: Each party will timely obtain all consents, licenses, permits, environmental authorizations, and certificates needed to perform under this Agreement and any Order. Each party will comply with laws, rules, regulations and court orders applicable to it or the Services and Products. Provider may cease or modify the Services as reasonably required to comply with changes in law.


9.6 Advertising and Publicity. Neither party will use the other party’s name or marks in any press release, advertisement, promotion, speech or publicity, without the other party’s prior written consent, except that Provider may use Customer’s name in its customer lists, sales or promotional materials without consent.

9.7 Notices; Entire Agreement; Survival: Notices must be in writing and delivered to the address below by courier or overnight mail, and are effective on delivery. This Agreement constitutes the entire agreement and supersedes any prior written or oral agreements or understandings related to its subject matter. Sections titled Invoice and Payment, Limited Warranty, Limitation of Liability, Indemnification, Intellectual Property and Miscellaneous will survive termination of this Agreement. This Agreement may be executed in counterparts, by facsimile or electronically, and is not enforceable unless executed by both parties.

9.8 USHFCC. To enable USHFCC to comply with its notification obligations to the FCC as set forth in the Waiver, (i) prior to entering into any Order and/or Terms with any Customer for the UrgentLinkSM Services, Provider is required to notify USHFCC thereof and (ii) in the case of activation of any Part 90 Services in the event of a disaster that renders Normal Communications Services inoperable (“Activation”), Provider shall, in each instance, notify USHFCC prior to such Activation, or if, given the circumstances, prior notice is not reasonably practicable,

Provider shall notify USHFCC of Activation as soon as practicable thereafter. Accordingly, Customer shall (i) cooperate with Provider to provide the necessary information regarding the Customer to USHFCC and (ii) notify Provider of such Activation, or if, given the circumstances, prior notice is not reasonably practicable, notify Provider of Activation as soon as practicable thereafter.

[Signature page follows]

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY	ARINC INCORPORATED
By:	By: 
Printed Name:	Printed Name: Marvin L. Ingram
Title:	Title: Principal Business Operations Manager
Date:	Date: 6/2/2017
<u>Address for Notices:</u> Burbank-Glendale-Pasadena Airport Authority Attn: Executive Director 2627 Hollywood Way Burbank, CA 91505	<u>Address for Notices:</u> ARINC Incorporated Attn: Legal Department 2551 Riva Road Annapolis, MD 21401



Building trust every day

ARINC UrgentLink

Date: 5/30/17
 Contract Term: 1 Years
 Quote Expiration Date:
 6/30/2017

ARINC Incorporated ("Provider")
 2551 Riva Road
 Annapolis MD, 20401
 Phone 410-320-5769
 Fax 410-573-3553
 eleek@arinc.com

TO: Burbank-Glendale-Pasadena
 Airport Authority
 2627 Hollywood Way
 Burbank, CA 91505
 Attn: Director, Public Safety

Qty.	Description	Unit Price	Service Activation Date	Term (Years)	Line Total
1	Urgent Link - Network Subscription	\$10,000	6/14/17	1	\$10,000
1	Urgent Link - Equipment Fee Subscription	\$5,000		1	\$5,000
1	Early Adopter Discount Enterprise Discount On Network Subscription Fee	-\$3000 -\$4000		1	\$7000
	Hollywood Burbank Airport Air Field Maint. Building 7901 San Fernando Rd Burbank, CA 91505				
	Term of UrgentLink Service Agreement dated _____ three (3) years	Billed annually per Section 3.1 (b)			
		Subtotal			\$8,000.00
		Sales Tax			NA
		Total			\$8,000.00

*Term will be adjusted based on actual signature date.

Prepared by: E. Leek _____

This is an order on the goods and services named, subject to the attached terms and conditions of the Service Agreement

To accept this order, sign here and return: _____

Thank you for your business!

**AMENDMENT NO. 1 TO
AIRPORT ACCESS AND FACILITIES USE AGREEMENT**

Class VIII Operators

(Burbank-Glendale-Pasadena Airport Authority/Lyft, LLC)

THIS AMENDMENT NO. 1 ("First Amendment") to the September 6, 2016 Airport Access and Facilities Use Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency ("Authority"), and Lyft, Inc., a Delaware corporation ("Operator"), is dated June 19, 2017 for reference purposes. Capitalized terms used in this First Amendment but not defined herein shall have the meaning ascribed in the Agreement.

RECITALS

A. The parties executed the Agreement to provide for the Authority's grant to Operator of a Commercial Access License that will provide Drivers with authorized access to designated portions of the Bob Hope Airport for commercial purposes, including the right to use the Airport roads and designated facilities for transportation of passengers and their baggage by car.

B. The parties desire to amend the Agreement to address the Authority's relocation of the TNC Pick-Up Area.

NOW, THEREFORE, the parties agree as follows:

1. Amendment of Section 4. Subsection 4.3 ("Passenger Loading") of Section 4 ("Use of Airport") of the Agreement is amended to read as follows:

4.3 Passenger Loading. Drivers shall only pick-up customers within the portion of the pedestrian island curb designated as "6 TNC Spaces" ("TNC Pick-Up Area") as depicted in Exhibit "C-1" attached hereto. Once a Driver has been dispatched by the Operator's mobile app for a pick-up, he/she may enter the Geo-Fence Area and shall proceed directly to the TNC Pick-Up Area. Operator shall pay a loading fee each time a Driver enters the Airport property and picks up one or more customers ("Loading Fee"). A shared or pooled transaction, in which two or more separate customers are picked up at the same time and share a single ride from the Airport, shall be subject to a single Loading Fee charge. The initial Loading Fee shall be \$3, which may be subject to change at the discretion of the Authority Commission. The Authority shall provide Operator thirty-five (35) days' written notice before changing the amount of the Loading Fee. Operator shall utilize the Geo-Fence and other systems to verify that the Loading Fee is remitted to the Authority. Under no circumstance may Drivers conduct curbside pick-ups at the Airport terminal, stop outside the TNC Pick-Up Area to load a customer, or allow a customer to enter a Driver's vehicle directly from any Airport roadway. Operator shall utilize the Geo-Fence in order to verify compliance with this Section."

2. Amendment of Section 4. Subsection 4.7 ("Reporting") of Section 4 ("Use of Airport") of the Agreement is amended to read as follows:

“4.7 Reporting. Operator shall provide the Authority with the following required data each time a Driver enters or exits the Geo-Fence with an active trip:

- a. Transaction type (i.e., drop-off, pick-up);
- b. Operator name;
- c. Date of drop-off or pick-up;
- d. Time of drop-off or pick-up;
- e. Time of entry;
- f. Time of exit;
- g. Geographical location (GPS coordinates) at Airport of drop-off or pick-up;
- h. Vehicle license plate number; and

Operator shall provide to the Authority a monthly report documenting the required data within twenty (20) days following the conclusion of each month. The Authority shall use this information for the purpose of verifying payment of Unloading Fees and Loading Fees, and compliance with the terms of this Agreement, and all Laws, Rules and Regulations. The Authority may request additional information in the monthly reports so long as the information is reasonably capable of being obtained through the Geo-Fence or other feasible means available to Operator. If a monthly report or audit demonstrates that a Driver has conducted a passenger pick-up or drop-off at an unpermitted location, then Operator shall be responsible for all unpaid Unloading Fees and Loading Fees associated with the unpermitted passenger pick-up or drop-off. The Authority will not impose fines for unpermitted passenger pick-ups or drop-offs identified solely in a monthly report; however, nothing in this paragraph shall relieve Operator of its obligation to pay any fines resulting from a notice of violation previously issued for an unpermitted passenger pick-up or drop-off in accordance with Section 2.2. Operator shall not be required to provide a Driver's personally identifiable information as part of the monthly report, except that this limitation shall not prohibit the Police Department from obtaining information it is otherwise authorized to obtain by law.”

3. Amendment of Section 4. Subsection 4.9 (“Monthly Payment of Unloading Fees”) of Section 4 (“Use of Airport”) of the Agreement is amended to read as follows:

“4.9 Monthly Payment of Fees. All Unloading Fees and Loading Fees payable to the Authority shall be paid by Operator to the Authority on a monthly basis. Monthly payments are due in full each month and shall be remitted via check or wire payable to the Authority. The monthly payments shall be supported by and submitted in conjunction with the monthly report described in Section 4.7 within twenty (20) days following the conclusion of each month.”

4. **Substitution of Exhibit C-1.** The attached Exhibit C-1 is substituted for Exhibit C of the Agreement. All references in the Agreement to Exhibit C shall be deemed to refer to the attached Exhibit C-1.


5. **Effective Date.** This First Amendment shall be effective as of July 1, 2017.

6. **Preservation of Agreement.** Except as expressly modified by this First Amendment, all of the provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

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

Lyft, Inc.


☐ Chairperson ☐ President ☒ Vice President


☐ 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

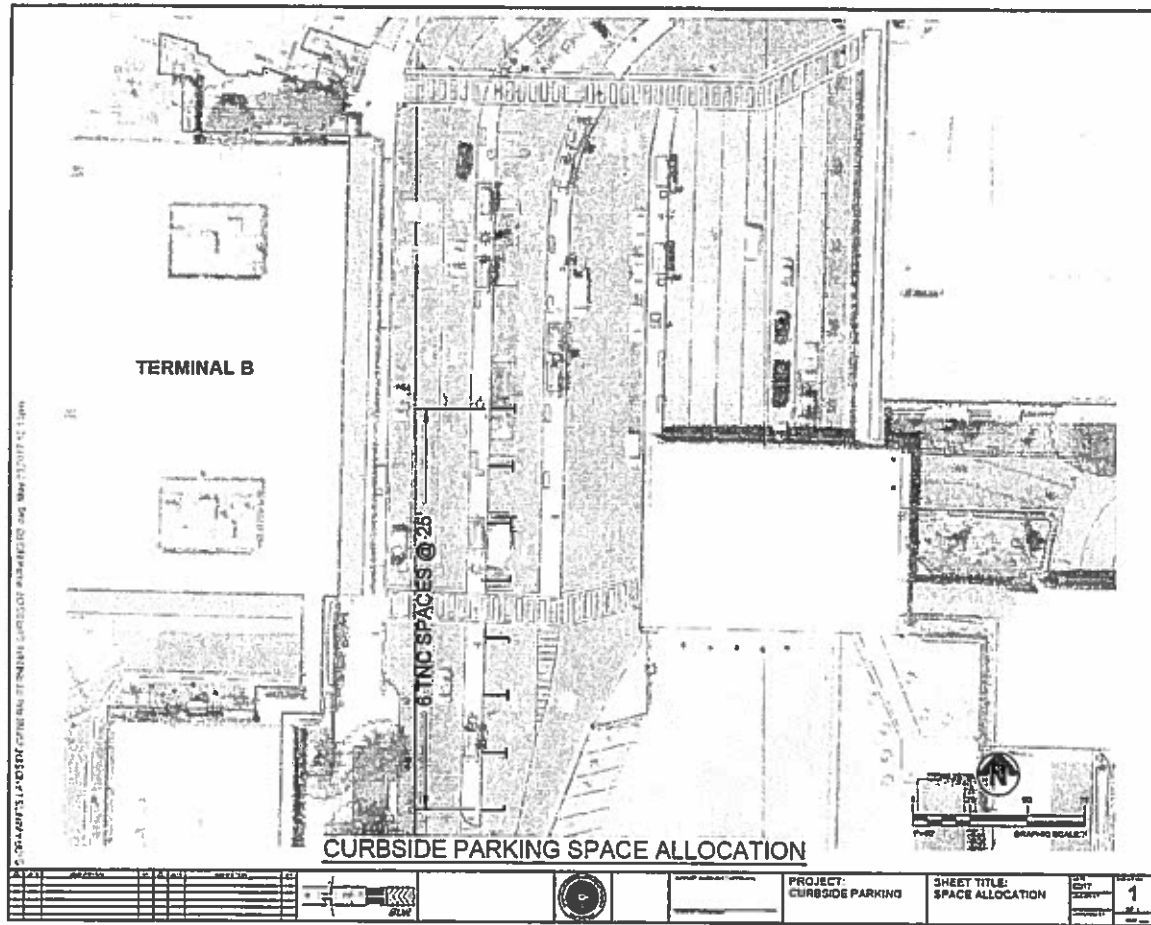
Bill Wiggins, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT "C-1"

REVISED DIAGRAM OF TNC PICK-UP AREA



**AMENDMENT NO. 1 TO
AIRPORT ACCESS AND FACILITIES USE AGREEMENT**

Class VIII Operators

(Burbank-Glendale-Pasadena Airport Authority/Opoli)

THIS AMENDMENT NO. 1 ("First Amendment") to the February 13, 2017 Airport Access and Facilities Use Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency ("Authority"), and Executive Ride, LLC d.b.a. Opoli, a California limited liability company ("Operator"), is dated June 19, 2017 for reference purposes. Capitalized terms used in this First Amendment but not defined herein shall have the meaning ascribed in the Agreement.

RECITALS

A. The parties executed the Agreement to provide for the Authority's grant to Operator of a Commercial Access License that will provide Drivers with authorized access to designated portions of the Bob Hope Airport for commercial purposes, including the right to use the Airport roads and designated facilities for transportation of passengers and their baggage by car.

B. The parties desire to amend the Agreement to address the Authority's relocation of the TNC Pick-Up Area.

NOW, THEREFORE, the parties agree as follows:

1. Amendment of Section 4. Subsection 4.3 ("Passenger Loading") of Section 4 ("Use of Airport") of the Agreement is amended to read as follows:

"4.3 Passenger Loading. Drivers shall only pick-up customers within the portion of the pedestrian island curb designated as "6 TNC Spaces" ("TNC Pick-Up Area") as depicted in Exhibit "C-1" attached hereto. Once a Driver has been dispatched by the Operator's mobile app for a pick-up, he/she may enter the Geo-Fence Area and shall proceed directly to the TNC Pick-Up Area. Operator shall pay a loading fee each time a Driver enters the Airport property and picks up one or more customers ("Loading Fee"). A shared or pooled transaction, in which two or more separate customers are picked up at the same time and share a single ride from the Airport, shall be subject to a single Loading Fee charge. The initial Loading Fee shall be \$3, which may be subject to change at the discretion of the Authority Commission. The Authority shall provide Operator thirty-five (35) days' written notice before changing the amount of the Loading Fee. Operator shall utilize the Geo-Fence and other systems to verify that the Loading Fee is remitted to the Authority. Under no circumstance may Drivers conduct curbside pick-ups at the Airport terminal, stop outside the TNC Pick-Up Area to load a customer, or allow a customer to enter a Driver's vehicle directly from any Airport roadway. Operator shall utilize the Geo-Fence in order to verify compliance with this Section."

2. Amendment of Section 4. Subsection 4.7 ("Reporting") of Section 4 ("Use of Airport") of the Agreement is amended to read as follows:

"4.7 Reporting. Operator shall provide the Authority with the following required data each time a Driver enters or exits the Geo-Fence with an active trip:

- a. Transaction type (i.e., drop-off, pick-up);
- b. Operator name;
- c. Date of drop-off or pick-up;
- d. Time of drop-off or pick-up;
- e. Time of entry;
- f. Time of exit;
- g. Geographical location (GPS coordinates) at Airport of drop-off or pick-up;
- h. Vehicle license plate number; and

Operator shall provide to the Authority a monthly report documenting the required data within twenty (20) days following the conclusion of each month. The Authority shall use this information for the purpose of verifying payment of Unloading Fees and Loading Fees, and compliance with the terms of this Agreement, and all Laws, Rules and Regulations. The Authority may request additional information in the monthly reports so long as the information is reasonably capable of being obtained through the Geo-Fence or other feasible means available to Operator. If a monthly report or audit demonstrates that a Driver has conducted a passenger pick-up or drop-off at an unpermitted location, then Operator shall be responsible for all unpaid Unloading Fees and Loading Fees associated with the unpermitted passenger pick-up or drop-off. The Authority will not impose fines for unpermitted passenger pick-ups or drop-offs identified solely in a monthly report; however, nothing in this paragraph shall relieve Operator of its obligation to pay any fines resulting from a notice of violation previously issued for an unpermitted passenger pick-up or drop-off in accordance with Section 2.2. Operator shall not be required to provide a Driver's personally identifiable information as part of the monthly report, except that this limitation shall not prohibit the Police Department from obtaining information it is otherwise authorized to obtain by law."

3. Amendment of Section 4. Subsection 4.9 ("Monthly Payment of Unloading Fees") of Section 4 ("Use of Airport") of the Agreement is amended to read as follows:

"4.9 Monthly Payment of Fees. All Unloading Fees and Loading Fees payable to the Authority shall be paid by Operator to the Authority on a monthly basis. Monthly payments are due in full each month and shall be remitted via check or wire payable to the Authority. The monthly payments shall be supported by and submitted in conjunction with the monthly report described in Section 4.7 within twenty (20) days following the conclusion of each month."

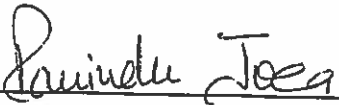
4. **Substitution of Exhibit C-1.** The attached Exhibit C-1 is substituted for Exhibit C of the Agreement. All references in the Agreement to Exhibit C shall be deemed to refer to the attached Exhibit C-1.

5. **Effective Date.** This First Amendment shall be effective as of July 1, 2017.

6. **Preservation of Agreement.** Except as expressly modified by this First Amendment, all of the provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

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

Executive Ride, LLC d.b.a. Opoli



Manager

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

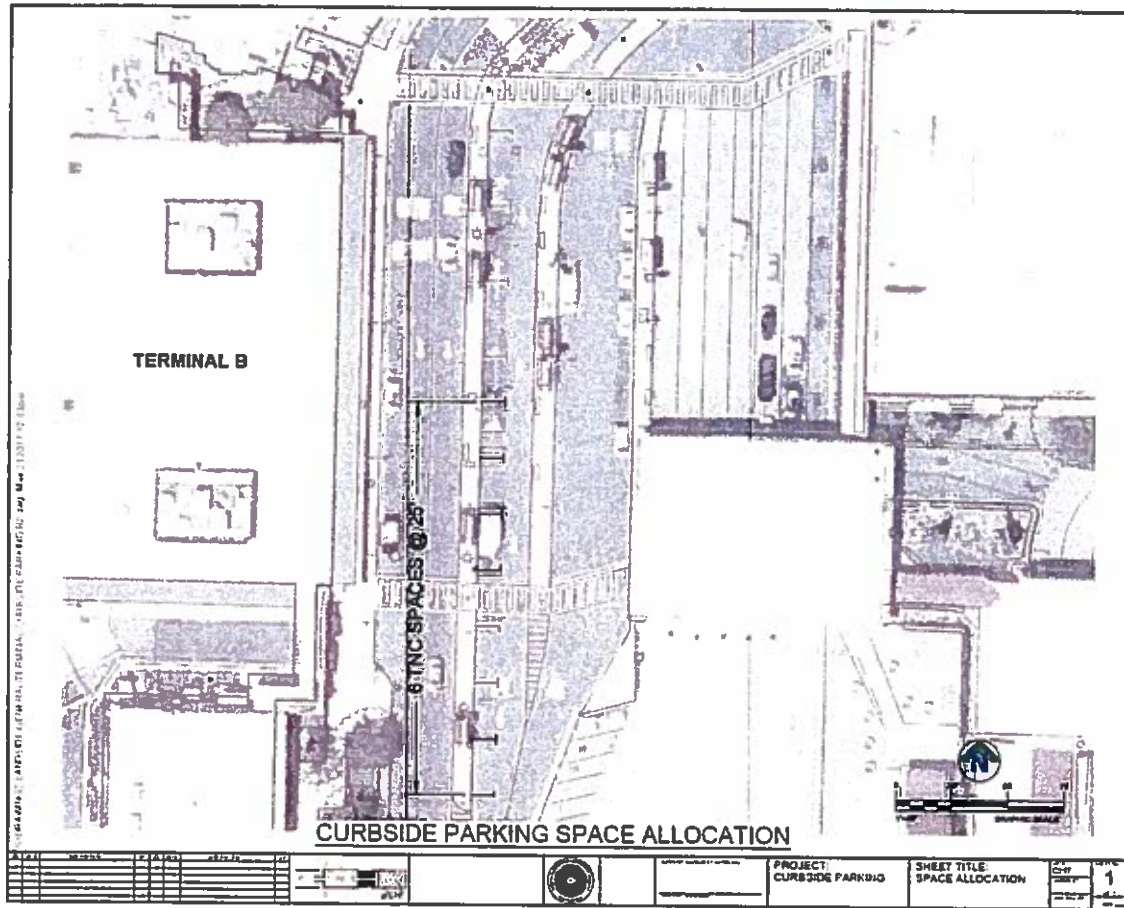
Bill Wiggins, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT "C-1"

REVISED DIAGRAM OF TNC PICK-UP AREA



**AMENDMENT NO. 1 TO
AIRPORT ACCESS AND FACILITIES USE AGREEMENT**

Class VIII Operators

(Burbank-Glendale-Pasadena Airport Authority/Rasier-CA, LLC)

THIS AMENDMENT NO. 1 ("First Amendment") to the September 6, 2016 Airport Access and Facilities Use Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency ("Authority"), and Rasier-CA, LLC, a Delaware limited liability company ("Operator"), is dated June 19, 2017 for reference purposes. Capitalized terms used in this First Amendment but not defined herein shall have the meaning ascribed in the Agreement.

RECITALS

A. The parties executed the Agreement to provide for the Authority's grant to Operator of a Commercial Access License that will provide Drivers with authorized access to designated portions of the Bob Hope Airport for commercial purposes, including the right to use the Airport roads and designated facilities for transportation of passengers and their baggage by car.

B. The parties desire to amend the Agreement to address the Authority's relocation of the TNC Pick-Up Area.

NOW, THEREFORE, the parties agree as follows:

1. Amendment of Section 4. Subsection 4.3 ("Passenger Loading") of Section 4 ("Use of Airport") of the Agreement is amended to read as follows:

"4.3 Passenger Loading. Drivers shall only pick-up customers within the portion of the pedestrian island curb designated as "6 TNC Spaces" ("TNC Pick-Up Area") as depicted in Exhibit "C-1" attached hereto. Once a Driver has been dispatched by the Operator's mobile app for a pick-up, he/she may enter the Geo-Fence Area and shall proceed directly to the TNC Pick-Up Area. Operator shall pay a loading fee each time a Driver enters the Airport property and picks up one or more customers ("Loading Fee"). A shared or pooled transaction, in which two or more separate customers are picked up at the same time and share a single ride from the Airport, shall be subject to a single Loading Fee charge. The initial Loading Fee shall be \$3, which may be subject to change at the discretion of the Authority Commission. The Authority shall provide Operator thirty-five (35) days' written notice before changing the amount of the Loading Fee. Operator shall utilize the Geo-Fence and other systems to verify that the Loading Fee is remitted to the Authority. Under no circumstance may Drivers conduct curbside pick-ups at the Airport terminal, stop outside the TNC Pick-Up Area to load a customer, or allow a customer to enter a Driver's vehicle directly from any Airport roadway. Operator shall utilize the Geo-Fence in order to verify compliance with this Section."

2. Amendment of Section 4. Subsection 4.7 ("Reporting") of Section 4 ("Use of Airport") of the Agreement is amended to read as follows:

"4.7 Reporting. Operator shall provide the Authority with the following required data each time a Driver enters or exits the Geo-Fence with an active trip:

- a. Transaction type (i.e., drop-off, pick-up);
- b. Operator name;
- c. Date of drop-off or pick-up;
- d. Time of drop-off or pick-up;
- e. Time of entry;
- f. Time of exit;
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- h. Vehicle license plate number; and

Operator shall provide to the Authority a monthly report documenting the required data within twenty (20) days following the conclusion of each month. The Authority shall use this information for the purpose of verifying payment of Unloading Fees and Loading Fees, and compliance with the terms of this Agreement, and all Laws, Rules and Regulations. The Authority may request additional information in the monthly reports so long as the information is reasonably capable of being obtained through the Geo-Fence or other feasible means available to Operator. If a monthly report or audit demonstrates that a Driver has conducted a passenger pick-up or drop-off at an unpermitted location, then Operator shall be responsible for all unpaid Unloading Fees and Loading Fees associated with the unpermitted passenger pick-up or drop-off. The Authority will not impose fines for unpermitted passenger pick-ups or drop-offs identified solely in a monthly report; however, nothing in this paragraph shall relieve Operator of its obligation to pay any fines resulting from a notice of violation previously issued for an unpermitted passenger pick-up or drop-off in accordance with Section 2.2. Operator shall not be required to provide a Driver's personally identifiable information as part of the monthly report, except that this limitation shall not prohibit the Police Department from obtaining information it is otherwise authorized to obtain by law."

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4. **Substitution of Exhibit C-1.** The attached Exhibit C-1 is substituted for Exhibit C of the Agreement. All references in the Agreement to Exhibit C shall be deemed to refer to the attached Exhibit C-1.

5. **Effective Date.** This First Amendment shall be effective as of July 1, 2017.

6. **Preservation of Agreement.** Except as expressly modified by this First Amendment, all of the provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

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

Rasier-CA, LLC



Manager



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

Bill Wiggins, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

REVISED DIAGRAM OF TNC PICK-UP AREA



**AMENDMENT NO. 1 TO
AIRPORT ACCESS AND FACILITIES USE AGREEMENT**

Class VIII Operators

(Burbank-Glendale-Pasadena Airport Authority/Wingz, Inc.)

THIS AMENDMENT NO. 1 ("First Amendment") to the September 6, 2016 Airport Access and Facilities Use Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency ("Authority"), and Wingz, Inc., a Delaware corporation ("Operator"), is dated June 19, 2017 for reference purposes. Capitalized terms used in this First Amendment but not defined herein shall have the meaning ascribed in the Agreement.

RECITALS

A. The parties executed the Agreement to provide for the Authority's grant to Operator of a Commercial Access License that will provide Drivers with authorized access to designated portions of the Bob Hope Airport for commercial purposes, including the right to use the Airport roads and designated facilities for transportation of passengers and their baggage by car.

B. The parties desire to amend the Agreement to address the Authority's relocation of the TNC Pick-Up Area.

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- b. Operator name;
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- d. Time of drop-off or pick-up;
- e. Time of entry;
- f. Time of exit;
- g. Geographical location (GPS coordinates) at Airport of drop-off or pick-up;
- h. Vehicle license plate number; and

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"4.9 Monthly Payment of Fees. All Unloading Fees and Loading Fees payable to the Authority shall be paid by Operator to the Authority on a monthly basis. Monthly payments are due in full each month and shall be remitted via check or wire payable to the Authority. The monthly payments shall be supported by and submitted in conjunction with the monthly report described in Section 4.7 within twenty (20) days following the conclusion of each month."

4. **Substitution of Exhibit C-1.** The attached Exhibit C-1 is substituted for Exhibit C of the Agreement. All references in the Agreement to Exhibit C shall be deemed to refer to the attached Exhibit C-1.

5. **Effective Date.** This First Amendment shall be effective as of July 1, 2017.

6. **Preservation of Agreement.** Except as expressly modified by this First Amendment, all of the provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

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

Wingz, Inc.


☐ Chairperson ☒ President ☐ Vice President


☒ 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

Bill Wiggins, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT "C-1"

REVISED DIAGRAM OF TNC PICK-UP AREA

