

August 11, 2022

CALL AND NOTICE OF A REGULAR MEETING OF THE FINANCE AND ADMINISTRATION COMMITTEE OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTICE is hereby given that a regular meeting of the Finance and Administration Committee will be held Monday, August 15, 2022, at 9:30 a.m., or immediately following the Commission meeting, in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

Pursuant to Government Code Section 54953(e), members of the Commission may participate in this meeting via teleconference. In the interest of maintaining appropriate social distancing, a physical location is not being provided for the public to attend or comment. Members of the public may observe the meeting telephonically and may offer comment in real time through the following number:

Dial In: (978) 990-5000

Access Code: 880737#

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

REGULAR MEETING OF THE

FINANCE AND ADMINISTRATION COMMITTEE

Airport Skyroom
Monday, August 15, 2022
9:30 a.m., or Immediately Following
the Conclusion of the
Commission Meeting

As a result of the convening of this meeting of the Finance and Administration Committee, each Committee member in attendance is entitled to receive and shall be provided \$200.

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.

When in-person attendance or participation at meetings of the Committee is allowed, members of the public are requested to observe the following rules of decorum:

- 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 five minutes or to such other period of time as may be specified by the presiding officer.

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.

AGENDA

Monday, August 15, 2022

- 1. Roll Call
- 2. Staff Announcement: AB 23
- 3. Approval of Agenda
- 4. Public Comment
- Approval of Minutes
 - a. July 18, 2022 [See page 1]
- 6. Items for Approval
 - a. First Amendment to Aviation Hangar Lease Star Aviation, Inc.

[See page 5]

A staff report is attached. Staff seeks a Finance and Administration Committee recommendation to the Commission to approve a proposed First Amendment to the Aviation Hangar Lease ("Lease") with Star Aviation, Inc. extending the term of the Lease for an additional ten years to October 31, 2032, for Hangar 22 located in the northwest quadrant of the Airport.

b. First Amendment to Ground Lease Vehicle Effects, Inc.

[See page 10]

A staff report is attached. Staff seeks a Finance and Administration Committee recommendation to the Commission to approve a proposed First Amendment ("Amendment") to the Ground Lease ("Lease") with Vehicle Effects, Inc. ("Vehicle Effects"). The proposed Amendment extends the term of the Lease from a month-to-month basis to three years expiring on September 30, 2025, for a 5,000 square foot lot located on the northwest quadrant of the Airport at 7604 Wheatland Avenue in Sun Valley.

- 7. Items for Discussion
 - a. Replacement Passenger Terminal Updated Cost and Schedule

No staff report is attached. Mr. Roger Johnson of Jacobs Project Management Co. will update the Committee regarding a revised cost estimate and schedule for the Replacement Passenger Terminal Project.

b. Replacement Passenger Terminal Financing Update; Cost Per Enplaned Passenger and General Airport Revenue Bonds

No staff report is attached. This item has been placed as a standing item on the agenda to allow the Committee to discuss the RPT Financing.

- 8. Items for Information
 - a. Committee Pending Items

[See page 16]

9. Adjournment

MINUTES OF THE REGULAR MEETING OF THE FINANCE AND ADMINISTRATION COMMITTEE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

MONDAY, JULY 18, 2022

A regular meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 11:12 a.m., by Commissioner Selvidge.

1. ROLL CALL

Present: Commissioners Selvidge (via teleconference),

Ovrom (via teleconference), Najarian (via

teleconference)

Absent: NONE

Also Present: Staff: Kathy David, Deputy Executive Director,

Finance and Administration; David Kwon, Director, Financial Services; Scott Kimball, Deputy Executive Director, Operation, Business, Procurement, SMS

2. Staff Announcement: AB 23 The Deputy Executive Director, Finance and

Administration, announced that, as a result of the convening of this meeting of the Finance and Administration Committee, each Committee member

in attendance is entitled to receive and shall be

provided \$200.

3. Approval of Agenda Agenda was approved as presented.

4. Public Comment There were no public comments.

5. Approval of Minutes

a. June 20, 2022 A draft copy of the June 20, 2022, minutes were

included in the agenda packet for review and

approval.

Motion Commissioner Najarian moved approval of the

minutes; seconded by Commissioner Ovrom.

Motion Approved The minutes were approved as presented (3–0).

6. Treasurer's Report

a. May 2022 A copy of the May 2022 Treasurer's Report was

included in the agenda packet for the Committee's

review.

Motion

Commissioner Najarian moved approval to recommend that the Commission note and file the May 2022 Treasurer's Report; seconded by Commissioner Ovrom.

Motion Approved

There being no objection, a voice vote was taken, and the motion was approved (3–0).

7. Items for Approval

a. Avalon Capital Group, Inc. Aviation Hangar Lease Amendment Staff sought a Committee recommendation to the Commission for approval of a proposed First Amendment ("Amendment") to the Aviation Hangar Lease ("Lease") with Avalon Capital Group, Inc. ("Avalon"). The proposed Amendment will extend the term of the Lease for Hangar 38 by three years and incorporate requirements of the Authority's Air Quality Improvement Plan.

Motion

Commissioner Najarian moved approval; seconded by Commissioner Ovrom.

Motion Approved

There being no objection, a voice vote was taken, and the motion was approved (3–0).

b. The Yucaipa Companies, LLC Aviation Ramp Ground Lease Amendment Staff sought a Committee recommendation to the Commission for approval of a proposed First Amendment ("Amendment") to the Aviation Ramp Ground Lease ("Lease") with The Yucaipa Companies, LLC. The proposed Amendment will extend the term of the Lease for an additional five years and incorporate requirements of the Authority's Air Quality Improvement Plan.

Motion

Commissioner Najarian moved approval; seconded by Commissioner Ovrom.

Motion Approved

There being no objection, a voice vote was taken, and the motion was approved (3–0).

c. The Hertz Corporation
Ground Lease Amendment

Staff sought a Committee recommendation to the Commission for approval of a proposed First Amendment ("Amendment") to the Ground Lease ("Lease") with The Hertz Corporation ("Hertz"). The proposed Amendment will provide Hertz an additional 7,770 square feet for its current month-tomonth overflow storage lot located at 4529 Empire Avenue in the southwest quadrant of the Airport.

In May of this year, Hertz reached out to staff regarding the availability of additional space for vehicle overflow storage. Hertz expressed interest in 7,770 square feet of unoccupied space located adjacent to its current leasehold. Staff then negotiated the terms of the proposed Amendment which increases the Hertz's overflow lot to 23,269 square feet. The rent for the total lot will be \$4,886 per month of which \$1,632 is generated from the leasing of the additional space.

Motion

Commissioner Najarian moved approval; seconded by Commissioner Ovrom.

Motion Approved

There being no objection, a voice vote was taken, and the motion was approved (3–0).

d. Fourteenth Amendment to Lease and Concession Agreement MCS Burbank, LLC

Staff sought a Committee recommendation to the Commission for approval of a proposed Fourteenth Amendment ("Amendment") to the Lease and Concession Agreement ("Agreement") with MCS Burbank, LLC ("MCS"). The proposed Amendment grants MCS additional space for the installation of food warmers, installation of a food storage facility, and extends the term of the Agreement to June 30, 2026, on a month-to-month basis.

The addition of food warmers will enable passengers to purchase Grab-n-Go warm food products prior to their flights.

MCS requested an extension of one year to June 30, 2026, and an allowance for a month-to-month term thereafter. This month-to-month extension after June 2026 would accommodate maintaining food and beverage services in the current facilities until such time as the Replacement Passenger Terminal is available.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Najarian.

Motion Approved

There being no objection, a voice vote was taken, and the motion was approved (3–0).

8. Items for Discussion

a. Replacement Passenger Terminal Financing Update

Staff informed the Committee that staff will be meeting with Jacobs Project Management Company who will present a revised cost estimate regarding the Replacement Passenger Terminal Project. In addition, Jacobs is finalizing a revised schedule.

The results of the meeting will be presented to the Committee at an upcoming regularly scheduled meeting.

- 9. Items for Information
 - a. Committee Pending Items

Staff had no updates of future pending items to present to the Committee.

10. Adjournment

There being no further business to discuss, the meeting was adjourned at 11:41 a.m.

STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY FINANCE AND ADMINISTRATION COMMITTEE AUGUST 15, 2022

FIRST AMENDMENT TO AVIATION HANGAR LEASE STAR AVIATION, INC.

Presented by Scott Kimball Deputy Executive Director, Operations, Business, Procurement, SMS

<u>SUMMARY</u>

Staff seeks a Finance and Administration Committee ("Committee") recommendation to the Commission to approve a proposed First Amendment ("Amendment") to the Aviation Hangar Lease ("Lease") with Star Aviation, Inc. ("Star Aviation") extending the term of the Lease for an additional ten years to October 31, 2032, for Hangar 22 located in the northwest quadrant of the Airport.

BACKGROUND

The Authority previously leased Hangar 22 to Chartwell Aviation. In April 2018, due to the passing of Chartwell Aviation's owner, the Commission approved an assignment of that agreement to Star Aviation. On October 15, 2018, the Commission granted Star Aviation a Lease for the hangar with a term of five years. Star Aviation utilizes the hangar for the operation and housing of its Boeing 737 BBJ.

The Lease has an expiration date of October 31, 2023. Per section 2.2 of the Lease, Star Aviation has the option to extend the term for an additional five years by notifying the Authority in writing of its desire to exercise the extension option no later than 180 days prior to the expiration date.

In September 2021, Star Aviation expressed its desire to exercise the five-year extension option and requested that the Authority consider approving an additional five-year extension so that the new expiration date will be October 31, 2032. The request is based on capital improvements made by Star Aviation under the Authority's tenant improvement process contained in the Lease, and totaled approximately \$108,000. These capital improvements include a security camera installation, upgraded fire and security monitoring and alarm system, and a fiber optic internet access upgrade.

Star Aviation has been and continues to be a tenant in good standing meeting all its obligations under the Lease.

DETAILS

Key components of the proposed Amendment are as follows:

<u>Use</u>: Storage of general aviation aircraft

2697696.2 STAFF REPORTS\FINANCE\8-15-22 FIRST AMENDMENT TO AVIATION HANGAR LEASE STAR AVIATION, INC. <u>Premises</u>: Hangar 22

New Expiration Date: October 31, 2032

Rent: \$741,045.38 per year or \$61,753.78 per month.

Adjustment: Greater of 3% of Annual Base Rent or 120% of CPI annually

<u>Termination</u>: Six (6) months prior written notice to Tenant by Landlord

Others: Tenant responsible for expenses related to occupancy

including maintenance, utilities, share of property insurance,

and applicable taxes

BUDGET IMPACT

The proposed Amendment will extend the tenancy of Hangar 22 and the associated rental revenue through October 31, 2032.

STAFF RECOMMENDATION

Staff seeks a Committee recommendation to the Commission that it approve the proposed Amendment with Star Aviation and authorize the President to execute same.

FIRST AMENDMENT TO AVIATION HANGAR LEASE

This FIRST AMENDMENT TO AVIATION HANGAR LEASE (this "Amendment") is dated as of _______, 2022 ("Effective Date") and is entered into by and between the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a public entity formed under a joint exercise of powers agreement among the Cities of Burbank, Glendale and Pasadena, California, pursuant to the California Joint Exercise of Powers Act ("Landlord"), and STAR AVIATION, INC., a Delaware corporation ("Tenant").

RECITALS

- A. Landlord and Tenant are parties to an Aviation Hangar Lease dated October 15, 2018 (the "Lease").
 - B. Landlord and Tenant desire to amend the Lease as hereinafter set forth.

THEREFORE, in consideration of the foregoing recitals, the mutual terms set forth below, and other consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. <u>Extension of Term; No Further Extension Options.</u> The term of the Lease is hereby extended to October 31, 2032. Section 2.2 of the Lease is hereby deleted.
- 2. <u>Additional Tenant Covenants</u>. The following is hereby added to the Lease as new Sections 4.3.5 and 4.3.6:
- 4.3.5 <u>Air Quality Improvement Plan</u>. In addition to complying with Section 4.3.3, Tenant shall also comply with the following provisions of the Burbank Airport's Air Quality Improvement Plan:
 - "4.3.5.1 Ground Support Equipment Emissions Policy. Airlines and other entities own and operate ground support equipment ("GSE") to support arriving, departing, and parked aircraft at the Airport. The Airport's GSE policy will ensure that the Airport achieves Airport-wide GSE emissions targets. The Airport will achieve an airport average composite emissions factor for its GSE fleet which is equal to or less than 1.66 horsepower-hour of nitrogen oxides (g/hp-h of NOx) by January 1, 2023, and 0.74 g/hp-h of NOx by January 1, 2031. Upon achieving the 2023 and 2031 emissions targets, Tenant shall be required to ensure its fleet average continues to meet the Airport emissions targets. Tenant's obligation to meet the 2031 target shall be contingent on the installation of adequate infrastructure to support zero-emission GSE, which is operationally feasible and commercially available. Tenant's "Burbank Airport GSE fleet" shall be comprised solely of GSE operated at the Airport. Emissions performance of GSE operating at the Airport cannot be averaged with emissions performance of GSE operating at other airports to

demonstrate compliance with the Airport GSE emissions targets.

- 4.3.5.2 <u>Clean Construction Policy.</u> Landlord has adopted a Clean Construction Policy, which may be accessed/found at http://hollywoodburbankairport.com/green-initiatives/. For all capital improvement projects ("CIPs") undertaken by Tenant, Tenant shall comply, and shall cause its CIP contractors to comply, with such Clean Construction Policy, and shall otherwise ensure its contractors follow clean construction policies to reduce emissions of NOx such as using low-emission vehicles and equipment, recycling construction and demolition debris, and minimizing non- essential trips through better schedule coordination.
- 4.3.6 <u>Burbank Airport Employee Ride Share Policy</u>. Landlord intends to join the Burbank Transportation Management Organization (BTMO), which will serve all Airport employees and all Airport tenant employers, including employers with less than 250 employees. Tenant is encouraged to also join and to actively participate in the BTMO as an individual member."
- 3. <u>No Other Changes</u>. Except as expressly modified herein, all of the terms of the Lease shall remain in full force and effect.
- 4. <u>Entire Agreement; Conflict.</u> This Amendment, in conjunction with the Lease, as amended, constitutes the entire agreement of Landlord and Tenant with respect to the subject matter hereof and supersedes all oral and written agreements and understandings regarding the subject matter hereof. In the event of any conflict between the terms of the Lease, and the terms of this Amendment, the terms of this Amendment shall control. This Amendment shall be binding upon and inure to the benefit of Landlord, Tenant and their respective successors and permitted assigns.

IN WITNESS WHEREOF, this Amendment has been executed by the undersigned as of the date first written above.

[Signature Page Immediately Follows]

LANDLORD:	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a public entity
	By:Print Name:Title: President
TENANT:	STAR AVIATION, INC. By: Print Name: Timothy J. buly Title: W. C. Presidence Aviation of Fractions

STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY FINANCE AND ADMINISTRATION COMMITTEE AUGUST 15, 2022

FIRST AMENDMENT TO GROUND LEASE VEHICLE EFFECTS, INC.

Presented by Scott Kimball
Deputy Executive Director, Operations, Business, Procurement, SMS

<u>SUMMARY</u>

Staff seeks a Finance and Administration Committee ("Committee") recommendation to the Commission to approve a proposed First Amendment ("Amendment"), copy attached, to the Ground Lease ("Lease") with Vehicle Effects, Inc. ("Vehicle Effects"). The proposed Amendment extends the term of the Lease from a month-to-month basis to three years expiring on September 30, 2025, for a 5,000 square foot lot located on the northwest quadrant of the Airport at 7604 Wheatland Avenue in Sun Valley.

BACKGROUND

Vehicle Effects is an entertainment company that has been supplying on-screen vehicles to the entertainment industry for over 20 years. It specializes in producing, maintaining, and storing custom-built vehicles used by the major movie production companies.

On July 16, 2018, the Commission approved a three-year Lease for the storage of the above-described vehicles. Per Section 2.1 of the Lease, the term has extended on a month-to-month basis since July 31, 2021. Because Vehicle Effects has continued to utilize the parcel over the past year, Staff contacted the firm regarding its interest in amending the Lease to set a specific term rather than remaining on a month-to-month basis. Vehicle Effects advised of its continued need for the space and its desire to extend the term through September 30, 2025. As Vehicle Effects is in good standing with its obligations, Staff concluded a negotiation for the proposed Amendment extending the term.

DETAILS

Key components of the proposed Amendment are as follows:

Use: Storage and parking of motion picture vehicles

Premises: 5,000 sq. ft. lot at 7604 Wheatland Ave., Sun Valley, CA

New Expiration Date: September 30, 2025

Rent: \$17,847.96 per year or \$1,487.33 per month.

Adjustment: Greater of 3% of Annual Base Rent or 120% of CPI, not to

exceed 6% annually.

<u>Termination</u>: Ninety days' prior written notice

2697693.2 STAFF REPORTS\FINANCE\8-15-22 FIRST AMENDMENT TO GROUND LEASE VEHICLE EFFECTS, INC. Others: Tenant responsible for expenses related to occupancy

including maintenance, utilities, share of property insurance,

and applicable taxes

BUDGET IMPACT

The proposed Amendment is revenue neutral.

STAFF RECOMMENDATION

Staff seeks a Committee recommendation to the Commission that it approve the proposed Amendment with Vehicle Effects and authorize the President to execute same.

FIRST AMENDMENT TO GROUND LEASE

This FIRST AMENDMENT TO GROUND LEASE (this "Amendment") is dated as of ______, 2022 ("Effective Date") and is entered into by and between the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a public entity formed under a joint exercise of powers agreement among the Cities of Burbank, Glendale and Pasadena, California, pursuant to the California Joint Exercise of Powers Act ("Landlord"), and VEHICLE EFFECTS, INC., a California corporation ("Tenant").

RECITALS

- A. Landlord and Tenant are parties to a Ground Lease dated July 16, 2018 (the "Lease").
- B. Landlord and Tenant desire to amend the Lease, as more particularly set forth below.

THEREFORE, in consideration of the foregoing recitals, the mutual terms set forth below, and other consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. <u>Term.</u> As of October 1, 2022: (i) the term of the Lease is extended to September 30, 2025; however, either party shall have the right to terminate the Lease upon ninety (90) days' prior written notice to the other; and (ii) Section 2.3.1 of the Lease is deleted.
- 2. <u>Base Rent and Adjustments</u>. As of October 1, 2022, the monthly Base Rent shall be \$1,487.33, which shall be adjusted annually in accordance with Section 3.1.2 of the Lease. Section 3.1.2 of the Lease is replaced with the following:

3.1.2. Base Rent Adjustments.

3.1.2.1. Definitions

(i) The term "Adjustment Date" shall mean the first day of the Annual Period commencing in October, 2023 and in each Annual Period thereafter (or each twelve (12) calendar month period during any holdover tenancy permitted by Landlord after the Expiration Date).

(ii) The term "Adjustment Index" shall mean the Consumer Price Index for the month of August of the calendar year containing the applicable Adjustment Date.

(iii) The term "CPI Increase" shall mean the percentage increase in the Consumer Price Index.

(iv) The term "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers for the Los Angeles – Long Beach – Anaheim statistical area (CPI-U) (1982-84 =100) (the "Index") published by the United States Department of Labor, Bureau of Labor Statistics.

(v) The term "Adjusted Annual Base Rent" shall mean the greater of: (a) the Annual Base Rent (as may have been previously adjusted) payable during the immediately preceding Annual Period increased by an amount equal to the product of one hundred twenty percent (120%) of the CPI Increase (rounded to the nearest hundredth) for the immediately preceding Annual Period, or (b) one hundred and three percent (103%) of the Annual Base Rent (as may have been previously adjusted) payable during the immediately preceding Annual Period. However, in no event shall the Adjusted Annual Base Rent be more than six percent (6%) greater than the Annual Base Rent (as it may have been previously adjusted) for the previous Annual Period. The following is an example of the calculation under the preceding clause (a):

Adjustment Index - Prior Index = CPI Increase

CPI Increase x 1.2

= 120% of CPI Increase

120% of CPI Increase

= xx.xx%

(vi) The term "Prior Index" shall mean on each Adjustment Date, the Consumer Price Index used as the Adjustment Index on the prior Adjustment Date (or in the case of the first adjustment, the Consumer Price Index for the month of April of the prior calendar year).

- 3.1.2.2. Adjustments. Commencing on October 1, 2023, and thereafter on each Adjustment Date, the Annual Base Rent applicable to the Leased Premises (including all office space and hangar space) shall be increased (but not decreased) to the Adjusted Annual Base Rent.
- 3.1.2.3. CPI Changes. In the event the Consumer Price Index is changed so that the base year differs from that used for the Prior Index, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. In the event the Index is discontinued or revised during the term of this Lease, such other governmental index or computation with which it is replaced shall be used."
- 3. <u>Air Quality Improvement Plan and BTMO Program</u>. The following is added to the Lease as a new Section 4.6:
- "4.6 <u>Air Quality Improvement Plan</u>. In addition to complying with Section 4, Tenant shall also comply with the certain provisions of the Burbank Airport's Air Quality Improvement Plan:
 - 4.6.1 Ground Support Equipment Emissions Policy. Airlines

and other entities own and operate ground support equipment ("GSE") to support arriving, departing, and parked aircraft at the Airport. The Airport's GSE policy will ensure that the Airport achieves Airportwide GSE emissions targets. The Airport will achieve an airport average composite emissions factor for its GSE fleet which is equal to or less than 1.66 horsepower-hour of nitrogen oxides (g/hp-h of NOx) by January 1, 2023, and 0.74 g/hp-h of NOx by January 1, 2031. Upon achieving the 2023 and 2031 emissions targets, Tenant shall be required to ensure its fleet average continues to meet the Airport emissions targets. Tenant's obligation to meet the 2031 target shall be contingent on the installation of adequate infrastructure to support zeroemission GSE, which is operationally feasible and commercially available. Tenant's "Burbank Airport GSE fleet" shall be comprised solely of GSE operated at the Airport. Emissions performance of GSE operating at the Airport cannot be averaged with emissions performance of GSE operating at other airports to demonstrate compliance with the Airport GSE emissions targets.

- 4.6.2 <u>Clean Construction Policy.</u> Landlord has adopted a Clean Construction Policy, which may be accessed/found at http://hollywoodburbankairport.com/green-initiatives/. For all capital improvement projects ("CIPs") undertaken by Tenant, Tenant shall comply, and shall cause its CIP contractors to comply, with such Clean Construction Policy, and shall otherwise ensure its contractors follow clean construction policies to reduce emissions of NOx such as using low-emission vehicles and equipment, recycling construction and demolition debris, and minimizing non- essential trips through better schedule coordination.
- 4.6.3 <u>Burbank Airport Employee Ride Share Policy</u>. Landlord is part of the Burbank Transportation Management Organization (BTMO), which will serve all Airport employees and all Airport tenant employers, including employers with less than 250 employees. Tenant is encouraged to also join and to actively participate in the BTMO as an individual member."
- 4. <u>Executive Director Authority</u>. The Executive Director of Landlord, acting on behalf of Landlord, shall have the authority to: (i) give written notice of termination under Section 1, and (ii) enter into further amendments of the Lease with Tenant which extend the fixed term of the Lease, and/or adjust or relocate the Leased Premises, provided such further amendments are in writing; however, the foregoing shall not be construed to limit any rights that Landlord currently has under the Lease (such as unilateral relocation rights under Section 1.2).
- 5. <u>No Other Changes</u>. Except as expressly modified herein, all of the terms of the Lease shall remain in full force and effect.
- 6. Entire Agreement; Conflict. This Amendment, in conjunction with the Lease, as amended,

constitutes the entire agreement of Landlord and Tenant with respect to the subject matter hereof and supersedes all oral and written agreements and understandings regarding the subject matter hereof. In the event of any conflict between the terms of the Lease, and the terms of this Amendment, the terms of this Amendment shall control. This Amendment shall be binding upon and inure to the benefit of Landlord, Tenant and their respective successors and permitted assigns.

IN WITNESS WHEREOF, this Amendment has been executed by the undersigned as of the date first written above.

<u>LANDLORD</u> :	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a public entity
	By: Print Name: Title:
	Approved as to Form:
	Richards, Watson & Gershon, Authority Counsel
TENANT:	VEHICLE EFFECTS, INC.
	By: Print Name: Dennis McCarthy Title:

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY FINANCE AND ADMINISTRATION COMMITTEE AUGUST 15, 2022

COMMITTEE PENDING ITEMS

Tentative Presentation Quarterly Investment Portfolio Review (April – June 2022) 1. September 2022 2. June 2022 Treasurer's Report September 2022 **TBD** 3. Parking Revenue Report (net value) **Internal Controls** TBD 4. 5. Amendment of Hangar Lease – Innova Aviation TBD Hangar 88 6. Succeeding Lease - TSA TBD