October 30, 2025

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

NOTICE is hereby given that a regular meeting of the Executive Committee will be held Wednesday, November 5, 2025, at 9:00 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: (978) 990-5000
Access Code: 880737

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

REGULAR MEETING
OF THE
EXECUTIVE COMMITTEE
Airport Skyroom
Wednesday, November 5, 2025
9:00 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.***

▼ ▼ ▼

The following activities are prohibited:

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

▼ ▼ ▼

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.

▼ ▼ ▼

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, November 5, 2025

1. Roll Call
2. Approval of Agenda
3. Public Comment
4. Approval of Minutes
   a. October 1, 2025 ***[See page 1]***
5. Items for Approval
   a. Approval of Aid-In-Construction to City of Burbank
   Replacement Passenger Terminal Project ***[See page 4]***

   Staff seeks a recommendation from the Executive Committee to the Commission to approve an Aid-In-Construction ("AIC") deposit request from the City of Burbank on behalf of Burbank Water and Power for the Replacement Passenger Terminal electrical power infrastructure.

      1. $17,689,970 - 69kV Sub-transmission lines (substructure & cable installation inspections, and Clybourn substation conversion).

   b. Award of Contract
   Airport Pavement Management System ***[See page 8]***

   Staff seeks an Executive Committee ("Committee") recommendation to the Commission to:

      1) Award a contract in the amount of $799,091.43 to Kimley-Horn and Associates ("Kimley-Horn"), and

      2) Authorize a 15% project contingency of $120,000.00

   resulting in a total of a not-to-exceed amount $919,091.43 for the development of an Airport Pavement Management System ("APMS").

   c. Award of Contract
   Advertising Concession ***[See page 11]***

   Staff seeks a recommendation from the Executive Committee to the Commission to award an Advertising Program and Internet Protocol Television Concession for the Replacement Passenger Terminal to Clear Channel Outdoor, Airport Division. A copy of the proposed concession agreement is attached.

6. Items for Discussion

   a. Enhanced Commemorative Program for Opening Day Ceremony ***[See page 15]***

      Attached is a memorandum from Commissioner Ovrom to the Committee regarding a suggestion of a "Commemorative Program" to be published and distributed to invitees at the Replacement Passenger Terminal opening ceremony. Staff seeks direction from the Committee on agendizing the proposal at a future Commission meeting for discussion.

   b. Disclaimer Posting

      No staff report attached. This item is being brought to the Committee for discussion at the request of Commissioner Ovrom. Attached is a photo of the Wayne County (Detroit Metropolitan Airport) disclaimer posting in response to the recent video that is being broadcast on TSA controlled monitors at airport security checkpoints featuring comments by the Secretary of Homeland Security related to the federal government shutdown. Staff seeks direction from the Committee on agendizing the consideration of posting a similar disclaimer at the security checkpoints at Hollywood Burbank Airport.

7. Items for Information

   a. Replacement Passenger Terminal Project Construction Update

      No staff report attached. An updated video will be presented.

   b. Committee Pending Items ***[See page 17]***

8. Closed Session

   a. THREAT TO PUBLIC SERVICES OR FACILITIES
      (California Government Code Section 54957(a))
      Consultation with Director of Public Safety

9. Adjournment

MINUTES OF THE REGULAR MEETING OF THE EXECUTIVE COMMITTEE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

WEDNESDAY, OCTOBER 1, 2025

A regular meeting of the Executive Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:20 a.m., by Commissioner Talamantes.

1. ROLL CALL

Present:	Commissioners Talamantes (via teleconference), Quintero and Hampton
Absent	None
Also Present:	Staff: John Hatanaka, Executive Director; Aaron Galinis, Principal Planner Perry Martin, Sr. Program Manager; Roger Johnson, Executive Program Manager, Jacobs Project Management Co.

2. Approval of Agenda

Motion	Commissioner Quintero moved approval of the agenda, seconded by Commissioner Hampton.
Motion Approved	The motion was approved (3–0).

3. Public Comment — There were no public comments.

4. Approval of Minutes

a. September 3, 2025	A draft of the minutes from the Executive Committee meeting on September 3, 2025, was included in the agenda packet for review and approval.
Motion	Commissioner Quintero moved approval of the Committee minutes; seconded by Commissioner Hampton.
Motion Approved	The motion was approved (3–0).

5. Items for Approval

a. Addendum to Final Environmental Impact Report - Replacement Passenger Terminal	Staff sought a recommendation from the Executive Committee that it adopt an Addendum to the Final Environmental Impact Report for the Replacement Passenger Terminal program that has been prepared to demonstrate fulfillment of Condition of Approval 42 of the Development Agreement between the Authority and the City of Burbank, pertaining to roadway improvements to the southbound connector road between San Fernando Boulevard and Hollywood Way.
Motion	Commissioner Quintero moved approval; seconded by Commissioner Hampton.
Motion Approved	The motion was approved (3–0).
b. Approval of Water Connection License Agreement City of Burbank	Staff sought a recommendation from the Executive Committee to approve a License Agreement with the City of Burbank for temporary access and use of the Authority's property to install potable and fire protection water connection to the Replacement Passenger Terminal.
Motion	Commissioner Quintero moved approval; seconded by Commissioner Hampton.
Motion Approved	The motion was approved (3–0).
***c.* Approval of Task Order Amendment Replacement Passenger Terminal Project**	Staff sought a recommendation from the Executive Committee to approve a Task Order Amendment to the Guaranteed Maximum Price for Holder, Pankow, TEC – A Joint Venture for the following change: 1. $741,999 – Airline Ticketing and Ramp Operations Office Design
Motion	Commissioner Hampton moved approval; seconded by Commissioner Quintero.
Motion Approved	The motion was approved (3–0).

6. Items for Discussion

a. Replacement Passenger Terminal ("RPT") Base Building Utility Infrastructure Status; Concessions Program	Jacobs Project Management Co. staff provided a status report to the Committee regarding the coordination between the RPT Base Building Design Builder and the Concessions Program, and

	potential contingency steps that may be necessary to ensure that the milestone dates for the RPT completion are achieved.
7. Items for Information	
a. Replacement Passenger Terminal Project Construction Update	Jacobs Project Management provided a construction update and the latest progress video.
b. Committee Pending Items	Staff informed the Committee of future pending items that will come to the Committee for review.
8. Adjournment	There being no further business, the meeting was adjourned at 10:04 a.m.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE COMMITTEE
NOVEMBER 5, 2025

APPROVAL OF AID-IN-CONSTRUCTION DEPOSIT TO CITY OF BURBANK REPLACEMENT PASSENGER TERMINAL PROJECT

Presented by Perry Martin
Sr. Program Manager
Jacobs Project Management Co.

SUMMARY

Staff seeks a recommendation from the Executive Committee ("Committee") to the Commission to approve an Aid-In-Construction ("AIC") deposit request, copy attached, from the City of Burbank on behalf of Burbank Water and Power ("BWP") for the Replacement Passenger Terminal ("RPT") electrical power infrastructure.

1. **$17,689,970** - 69kV Sub-transmission lines (substructure & cable installation, inspections, and Clybourn substation conversion)

BACKGROUND

On December 19, 2022, the Commission awarded Holder, Pankow, TEC – A Joint Venture ("HPTJV") a design-build agreement for the RPT Project. Design and construction are progressing well, with several significant milestones achieved. The project team, including airport Staff, Jacobs Project Management staff and members of the HPTJV design-build team, continues to coordinate with BWP representatives for the initial temporary and ultimate permanent power to the RPT and ancillary facilities.

The power implementation sequence for the RPT is as follows:

- **Phase 1:** 3.5 MVA temporary power for construction trailers and equipment, distributed through existing infrastructure built as part of the Avion development. Energization was completed in July 2025.
- **Phase 2:** 17 MVA temporary power for commissioning and opening the RPT to the public. Two additional feeders from the Ontario substation are required. Energization is expected in December of 2025.
- **Phase 3:** Permanent power that will feed the RPT on a long-term basis. BWP will decommission the Clybourn substation and will use its existing infrastructure to transmit power to the location of the new substation. The substation is expected to be completed and energized by 2028/2029. Power from Phase 2 will be deenergized once the substation is operational.

To provide primary power to the new community substation, BWP will install 69kV sub-transmission structures and power cables connecting the Ontario and Valley substations to the new airport substation. In parallel, the existing 4kV load at the Clybourn substation will be converted to 12kV and temporarily transferred to other 12kV substations in the area.

This transition will allow for the decommissioning of the Clybourn substation, freeing up underground sub-transmission substructures needed to route the 69kV sub-transmission lines to the new community substation.

The estimated cost for the scope of work described above is $17,689,970, bringing the total projected cost to date for both the temporary power and the new community substation to $50,583,844. This total cost will be funded through the substation allowance ($52,000,000), which was appropriated during the Commission meeting held on May 6, 2024, for the RPT guaranteed maximum price, Owner's contingency funds and allowances.

To date, the Authority has made the following payments for the RPT Project:

Date	Amount	Purpose
Nov. 2025	$17,689,970	69kV Sub-transmission lines (substructure & cable install, inspections, Clybourn conversion)
Oct. 2025	$1,130,334	Additional construction scope for BWP switch yard that will serve the new community substation
Aug. 2025	$6,000,000	Phase 3 – Convert sub transmission electrical lines only from overhead to underground, on Clybourn Ave and Sherman Way to replace 4kV distribution overhead lines with 12kV distribution lines.
Aug. 2025	$712,570	Phase 1 & 2 - 17 MVA temporary power, engineering, substructure inspection and Clybourn substation 12kV conversion (engineering, labor, material and equipment).
Aug. 2025	$2,050,000	Phase 3 (permanent power) substation engineering, procurement, construction (EPC) contract award deposit.
Jun. 2025	$225,000	Phase 3 engineering of community substation
Oct. 2024	$3,228,200	Temporary Terminal Power Phase 2 - 12kV
Oct. 2024	$7,110,070	17 MVA Distribution Substructure and Phase 2 Inspections
Sept. 2024	$9,257,700	Phase 3 (Permanent Power) to order long-lead time items for the proposed new 12kV community substation
Sept. 2024	$200,000	Phase 3 (Permanent Power) transmission and distribution engineering for the substation.
Aug. 2024	$860,000	Phase 1 & 2 engineering and balance of 12kV distribution materials and labor to bring construction power.
Aug. 2024	$100,000	Phase 2 engineering to bring temporary 17MVA power.
Jun. 2024	$40,000	BWP site inspector for the electrical substructure installation, manholes, conduit placement, concrete-encasement, slurry backfill, compaction, mandrelling conduit, etc., for temporary Phase 1 power.
Sept. 2023	$1,411,000	Additional material and labor cost to bring temp Phase 2 power.

Jun. 2023	$494,000	Procurement and installation of cabling and switches for the feeder lines for Phase 1, construction power.
Mar. 2023	$50,000	Electrical power requirement feasibility study.
Sept. 2022	$25,000	Electrical power requirement feasibility study.
Total to date	$50,583,844	

BWP will charge against the AIC deposits for the actual costs and quantities. Any remaining funds will either be refunded or credited to future work.

Based on evaluations conducted by the project management team, BWP's feasibility study, and an independent review by the retired General Manager and Chief Engineer of the Los Angeles Department of Water and Power, the project team concluded that a community substation is the most practical and beneficial power solution for the RPT project.

This approach allows power to be shared between the City of Burbank and the Authority, offering significant operational and infrastructure benefits to both parties. The Electrical Service Agreement ("ESA") between the City and the Authority has been approved by both parties. The finalized contract will be recorded with the County of Los Angeles and a copy is expected to be received by December 2025.

BWP intends to commence procurement of a design-builder in the fourth quarter of Calendar Year 2026 to design and construct the new community substation, which is expected to be completed between 2028 and 2029. In alignment with this schedule, BWP anticipates submitting an AIC funding request in September 2026 to support the construction phase of the community substation. This request will be based on the finalized scope and contract value with the selected design-builder and will be coordinated with the Authority to ensure alignment with the ESA.

Further details regarding the timing, amount, and breakdown of this future AIC request will be provided as BWP's procurement process progresses and contractual obligations are established. As previously advised, the anticipated amount for this final AIC deposit is $19,670,093.

FUNDING

Funding for this AIC for the construction of the RPT electrical power is included in the adopted FY 2026 budget.

STAFF RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission that it approve the proposed AIC deposit to the City of Burbank in the amount of $17,689,970 and authorize Staff to remit payment.

CITY OF BURBANK

WATER AND POWER

September 16, 2025

Hollywood Burbank Airport
2627 N Hollywood Way
Burbank, CA 91505
Attn: Stephanie Gunawan-Piraner

Re: Phase 3 (Permanent Power) 69kV Subtransmission for Hollywood Burbank Airport Replacement Terminal

Dear Ms. Gunawan-Piraner:

Burbank Water and Power (BWP) requires the payment of an aid-in-construction deposit, in accordance with the rules and regulations, to recover costs incurred by the Department for providing electric service as part of Burbank-Glendale-Pasadena Airport Authority's ("Burbank Airport") BUR Replacement Passenger Terminal Project ("Project") at 2761 N. Hollywood Way. The aid-in-construction deposit for 69kV subtransmission will allow BWP to align with the Burbank Airport's proposed construction schedule while Burbank Airport and BWP negotiate agreements for a substation agreement (together with all amendments, restatements or modifications, the "Agreement"). If the Agreement is executed, this AIC deposit will then be accounted for within the Agreement. This AIC payment due date shall be in accordance with the payment milestones in the Agreement. By paying this deposit, Burbank Airport acknowledges the terms of this letter and that the Agreement must be executed before the award of the Design-Build contract for the substation. This AIC letter does not constitute the City of Burbank's approval of the Project or the Agreement. The estimated cost related to the above project is as follows:

69kV Subtransmission (substructure & cable install, inspections, Clybourn conversion)..... $17,689,970

TOTAL amount to be paid by the customer **$17,689,970**

The $17,689,970 is a deposit that will be credited toward the actual charges for this project. Payment of the above amount must be received before work is started by our Department.

The check should be made payable to the City of Burbank. If mailed, please address the envelope to Burbank Water and Power, ATTN: Jessica Chen, 164 W. Magnolia Blvd., Burbank, CA 91502. Payments by check must match the customer account previously created by BWP with the bill-to information provided. BWP will not accept any payments nor refund any accounts that do not match the customer account. Please verify that the name addressed on this letter matches the check you intend to make payment with. Please include the cashier's receipt checklist with your mailed payment to ensure proper payment processing.

Should you have any further questions, or identify any discrepancies, please call Jessica Chen of our Engineering Department at 818-238-3549.

Sincerely,

Bobola Akerson
Principal Electrical Engineer

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE COMMITTEE
NOVEMBER 5, 2025

AWARD OF CONTRACT
AIRPORT PAVEMENT MANAGEMENT SYSTEM

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

SUMMARY

Staff seeks an Executive Committee ("Committee") recommendation to the Commission to:

1) Award a contract in the amount of $799,091.43 to Kimley-Horn and Associates ("Kimley-Horn"), and

2) Authorize a 15% project contingency of $120,000.00

resulting in a total of a not-to-exceed amount $919,091.43 for the development of an Airport Pavement Management System ("APMS").

BACKGROUND

An APMS is an FAA-defined procedure for systematically evaluating pavement conditions, forecasting future pavement distresses and degradation over time, and creating a plan and program to address pavement maintenance, rehabilitation, and reconstruction in a timely, cost-efficient manner. The Authority last performed a pavement management study which led to the implementation of the current APMS in 2018. One goal of the 2018 APMS was to prioritize projects and ensure airfield pavement remains safely operational through the construction of the Replacement Passenger Terminal ("RPT"). Since 2018, the Authority has continued to monitor pavement conditions by performing recurring pavement inspections on an in-house basis. However, Staff believes a comprehensive study is required to improve project definition priorities and support long-term planning of the Authority's airfield pavement projects. In addition, the age of the existing APMS, along with the completion of many of the rehabilitation projects identified by the current plan, makes this study due for an update. The proposed new study will incorporate the upcoming completion of the RPT and the planned demolition of the legacy terminal.

Project Description

The project will accomplish the following major tasks:

1) Perform required surveys and testing for airfield pavement conditions,
2) Forecast anticipated future pavement conditions,
3) Formulate short- and long-term Capital Improvement Plan for pavement maintenance, rehabilitation, and reconstruction under several budget and finding scenarios, and
4) Position the Authority for federal project funding for future pavement needs after the opening of the RPT.

The evaluation will be reflective of the airfield geometry changes that will occur as part of the RPT, as well as subsequent legacy terminal demolition. All work shall be compliant with FAA Advisory Circular 150/5380-7B ("AC") *Airport Pavement Management Program*.

PROCUREMENT

Staff publicly solicited responses to a Request for Qualifications ("RFQ") on the Authority's PlanetBids e-procurement website and was also advertised in the Los Angeles Times. The RFQ was downloaded by 34 prospective bidders. Staff received responses from five qualified proposal teams. Those five teams, listed in alphabetical order by prime consultant, are as follows:

- Applied Pavement Technology, Inc.
- Applied Research Associates, Inc.
- Kimley-Horn and Associates, Inc.
- RDM International
- RS&H, Inc.

SELECTION PROCESS

The APMS is intended to identify future pavement rehabilitation or reconstruction needs, many of which may be eligible for federal funding assistance. Therefore, the selection process was governed by FAA Advisory Circular 150/5100-14E ("AC") *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*, which states: "Consultants must be selected on the basis of their qualifications and experience, with fees determined through negotiations following selection. The qualifications of consultants are evaluated and the best qualified consultant is selected, subject to a mutual understanding of the scope of services and negotiation of a fair and reasonable fee."

PROPOSAL EVALUATIONS

Written responses were individually evaluated by five staff members and were given a score based upon three initial selection criteria with a maximum possible score of 100 points:

SC-1 Airport Pavement Management Experience (30 points)
SC-2 Project Approach and Comprehensive Funding Plan Experience (40 points)
SC-3 Project Team Experience (30 points)

Following the evaluations of the written responses, the highest-ranking three teams were also invited for interviews and presentation of a proposal, which constituted a fourth selection criteria:

SC-4 Interviews/Proposal (50 points)

The four selection criteria, in total, result in a combined maximum possible score of 150 points. The results of the combined scoring evaluation are presented as follows:

	SC-1	SC-2	SC-3	SC-4	Total
Max Points Possible	30	40	30	50	150
Applied Pavement Technology, Inc.	27	34	27	44	132
Applied Research Associates, Inc.	27	32	26	n/a	85
Kimley-Horn and Associates, Inc.	**30**	**36**	**27**	**46**	**139**
RDM International	27	35	25	37	124
RS&H, Inc.	26	33	26	n/a	85

FEE NEGOTIATIONS

Once Kimley-Horn was identified as the highest scoring proposer and the detailed scope of services was established, staff requested and received an initial price proposal from Kimley-Horn and entered negotiations to establish a fair and reasonable value for the project.

In accordance with the final fee proposal, a lump sum Professional Services Agreement ("PSA") for planning services with Kimley-Horn is proposed in the amount of $799,091.43 for base services. Staff recommends a 15% project contingency of $120,000.00 to cover unforeseen conditions and scope, bringing the proposed project to a total of $919,091.43.

ENVIRONMENTAL REVIEW

In accordance with National Environmental Protection Act requirements for federally funded projects, a Categorical Exclusion was filed with the FAA and approved.

FUNDING

The entirety of the project cost will be funded through an approved Passenger Facility Charge ("PFC") and is appropriated in the Authority's adopted FY2026 budget.

SCHEDULE

Staff anticipates work to commence shortly after the award and execution of the PSA, with an anticipated project duration of approximately 8 to 12 months.

STAFF RECOMMENDATION

Staff seeks a Committee recommendation to the Commission that it award a PSA for an APMS to Kimley-Horn and Associates and authorize the President to execute the same.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE COMMITTEE
NOVEMBER 5, 2025

AWARD OF CONTRACT
ADVERTISING CONCESSION
REPLACEMENT PASSENGER TERMINAL

Presented by Scott Kimball
Deputy Executive Director
Business Development

SUMMARY

Staff seeks a recommendation from the Executive Committee ("Committee") to the Commission to award an Advertising Program and Internet Protocol Television Concession ("Concession") for the Replacement Passenger Terminal ("RPT") to Clear Channel Outdoor, Airport Division ("Clear Channel"). A copy of the proposed concession agreement is attached.

BACKGROUND

In April 2023, the Commission selected the "ICON" design concept for the RPT that provides "a sense of arrival" for the traveling public. From the beginning of this Concession process, Staff made it known to potential participants that the Commission's goal is to develop an advertising program and Internet Protocol Television ("IPTV") system that provides an entertainment gate holdroom which delivers passengers an exceptional experience, meets the diverse needs and preferences of the airport's broad customer base and complements the design of the RPT.

In the spring of 2024, development of the Request for Proposals ("RFP") for this Concession began with the support of Burns Engineering ("Burns"), a subconsultant to Jacobs Project Management Co. Burns is a nationally respected provider of specialized engineering services and brings highly technical, sought-after engineering expertise to complex transportation and critical infrastructure projects. For over 60 years, Burns has provided services to over 100 aviation clients. Among others, Los Angeles International Airport, Orlando International Airport, JFK International Airport, LaGuardia Airport and Philadelphia International Airport have all turned to Burns for state-of-the-art innovation and rigorous engineering expertise. Burns has expertise with modern complex facility and systems requirements for information technology, security, and communications systems, which were critical with the development of this Concession.

One of the objectives of the RFP was to obtain a concessionaire to provide curated content that includes live television, real-time flight information, and digital advertising across the RPT, the gate hold rooms and other high-traffic areas. The purpose of this type of programming is to enable the Authority to engage passengers with dynamic, targeted messaging while creating significant revenue opportunities through advertising. By delivering high-quality content to strategically placed screens, the Authority will be able to enhance passenger experience, reduce perceived wait times, and strengthen overall traveler satisfaction with the RPT.

With the curated content, advertisers can support location-based promotions, loyalty programs, and personalized messaging, which can develop additional ancillary revenue streams Under this concession agreement, Clear Channel is tasked with managing the content network and building, operating, and maintaining the infrastructure—including displays, media players, and network connections—while ensuring seamless content delivery. Clear Channel is required to coordinate with Staff and advertisers to deploy targeted campaigns, optimize screen placement, and manage real-time content updates. By leveraging out-of-home advertising—which includes any form of marketing that audiences see outside of their homes, such as posters in bus shelters and digital screens in airports—multiple brands and advertisers can be onboarded efficiently, maximizing revenue potential while providing consistent, high-quality messaging to passengers throughout the RPT.

PROCUREMENT PROCESS

On June 27, 2025, utilizing the PlanetBids system, Staff issued the RFP for the Concession.

On July 15, Staff conducted a pre-proposal conference. Also, in attendance was Burns and the RPT design-builder to provide technical details of the terminal and how the advertising program and the IPTV system were being incorporated into the base building. A total of eight representatives from five different companies attended the pre-proposal conference. The procurement schedule is listed below.

Procurement Phase	Date
RFP Issued by Authority	June 27, 2025
Mandatory Pre-proposal Conference	July 15, 2025
Deadline for submission of written questions or requests for clarification	July 21, 2025
Proposals Due	August 28, 2025
Interviews (In-person at Airport)	September 17, 2025
Notice of Intent to Award	Week of October 6, 2025
Award Recommendation to Authority Committee	October 20, 2025
Award Recommendation to Authority Commission	November 17, 2025
Agreement Commencement Target Date	November 2025

RESPONSES TO THE RFP

The Authority received two proposals for the Concession. The proposals were from Lamar and Clear Channel, which are two of the three primary companies in the airport advertising space business in the United States. The other primary company, JCDecaux, did not submit a response. When contacted, JCDecaux explained that it had already committed to submitting proposals for two other major airport advertising procurements and did not have the necessary resources to support a third proposal at this time. Upon review, the Lamar and Clear Channel 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:

- SC-1 Firm and Individual Professional Experience (5 pts)
- SC-2 Proposed Solution and Features (25 pts)
- SC-3 Project Plan and Schedule (15 pts)
- SC-4 Proposal Pricing (35 pts)
- SC-5 Training, Warranty and Maintenance (5 pts)
- SC-6 Competitive Advantages and Targeting Strategy (10 pts)
- SC-7 Additional Qualifications and Process Questions (5 pts)
- SC-8 Interview (50 pts)

A four-person evaluation team reviewed the proposals based on the available points in 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.

	SC-1	SC-2	SC-3	SC-4	SC-5	SC-6	SC-7	Subtotal	Interview	Total
MAXIMUM POINTS	5	25	15	35	5	10	5	**100**	**50**	**150**
CLEAR CHANNEL	5	20	13	35	4	8	5	**90**	**47**	**137**
LAMAR	5	22	14	31	5	9	5	**91**	**35**	**126**

During the interview, Clear Channel presented an innovative vision and strategic direction for the airport's advertising program. The presentation outlined several initiatives focused on enhancing the visibility and performance of advertising assets across the RPT. Clear Channel also showcased its recently award-winning digital display installation at SFO as a benchmark for innovation and creative execution within airport environments. The proposal introduced modernized concepts aimed at improving the overall passenger experience, including new digital display opportunities, customizable IPTV integrations, and more dynamic anamorphic and experiential content capabilities. Additionally, Clear Channel discussed its process for onboarding new advertising partners to diversify the media portfolio, expand local and national brand participation, and increase revenue potential for the Authority through a more strategic and flexible use of advertising locations.

Clear Channel is a national company that operates at 29 of the 50 busiest airports in the United States. In California, the firm operates at: San Francisco International, San Diego International, San Jose International, Sacramento International, Oakland International, Long Beach Airport, and Fresno Yosemite International Airport. Additionally, although not a factor in the proposal evaluation, Clear Channel has highlighted that it has a significant number of employees in Southern California. The firm's Vice President of Western Region Sales for Airports resides just 15 minutes from Hollywood Burbank Airport and has played a key leadership role in

development of the proposal for the airport advertising program as well as developing its sales strategy. The firm employs 130 professionals across Southern California, including over 30 dedicated sales representatives who live and work directly within the Los Angeles markets.

CONTRACT DETAILS

- Guaranteed Revenue:
    - Higher of the Minimum Annual Guarantee ("MAG") of $1,182,500 or the revenue share percentage of 60% of actual sales
- Annual MAG Escalator: 5%
- Term: 8 years
- No extension options
- Minimum Capital Investment $1,000,000

Projected revenue over the eight-year contract term is $16,054,337. As an airport that receives federal assistance, this Concession, like other concession programs at the airport, was required to be coordinated with the Federal Aviation Administration, Civil Rights Division ("FAA"). FAA reviewed the RFP for this program as well as the associated concession agreement.

COORDINATION WITH THE BASE BUILDING

The timeline for this procurement was developed to award a contract by the fall of 2025 to give the selected firm the time necessary to complete its design package in coordination with the RPT design builder and to complete the City of Burbank's permitting process consistent with the base building schedule for a Temporary Certificate of Occupancy next year.

RECOMMENDATION

Staff recommends that the Committee recommend to the Commission award of the Concession to Clear Channel and authorization for the President to execute the concession agreement.

MEMORANDUM

TO: Executive Committee September 26, 2025
Jess Talamantes
Tyron Hampton
Frank Quintero

FROM: Bud Ovrom, Commissioner

COPIES: Airport Commissioners, John Hatanaka

SUBJECT: Proposed **Commemorative Program** for RPT Grand Opening

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It is exciting that we have reached a point where staff is starting the actual planning for the Grand Opening ceremony for the Replacement Passenger Terminal (RPT)!

Naturally, there will be a printed Program, listing the speakers and the sequence of events. Because this is one of the most important moments in the almost 100 year history of the Burbank Airport, I would like to propose that staff and the Executive Committee 'up the ante' and order the production of a **Commemorative Program** to celebrate this very special occasion. 8-12 pages in a high-quality publication that people will want to keep and take home to share with their family and friends!

Some thoughts on content:

- For many of our publications during the last two years, we have used the very nice architectural rendering of the front of the proposed terminal. For this publication, I believe we should have a high-quality photograph of the new terminal, to symbolize the passing from **concept** to **completion.**

- The first interior page or two would naturally be the normal **program**, with speakers and events, but followed by much more!

- The center fold would be a great opportunity to have a two-page spread to show the **floor plan** of the new terminal – giving people a map to understand where are the gates, restrooms, retail shops, restaurants, bars, etc.

- We could also have a page for a **directory,** to list all those services and amenities. Lots of good materials to choose from in the submittals we were provided during the selection process.

- A page to list all the **airlines** serving BUR as of that time (10 or 11?). Maybe use the airline logos we use for this purpose on our website. Perhaps include the nonstop destinations each airline serves.

- Certainly, it would be a good place to have the map of the US from our website that shows all our **destinations**. Many people will still be surprised to see all the pairings we have!

- Have an **aerial photo** or **site plan** that shows the **full campus** and the relationship of the new terminal to the parking, roadways, pick-up locations, access to Hollywood Way, etc.

- A page, or maybe two, of bullet points that focus on the **beneficial features** of this new terminal. Remember, a lot of people love the existing Burbank Airport and are worried we are going to screw it up! What are we doing to preserve the features they like (14 gates, lineal design, front and rear access from the tarmac) and what are the new or enhanced features that are going to make the new BUR even more lovable?

I can virtually guarantee that a well done and informative keepsake like this will be a BIG hit! People attending the Grand Opening are going to love it - informative and useful, and interspersed with great photographs of the various common areas. They are going to love showing off the proof that they were there for the Grand Opening!

Needs to be done First Class, but I have no idea of the cost! Based on just a few comments from more knowledgeable people than me on such things, I would make a WAG of $10/copy for 1,000 copies. As a percentage of our $1.3 billion budget for the RPT, the number is **too small** to show on my little Casio calculator. In my mind, a smart investment of an exceedingly small amount of money!

I will bring up this idea at the next meeting, and I hope staff and the Exec Committee will give it some consideration.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE COMMITTEE
NOVEMBER 5, 2025

COMMITTEE PENDING ITEMS

Future	**Tentative Presentation**
1. Award of Contract - Asset Management System	December 3, 2025
2. Additional Art Program Presentation (selected artist) - RPT	December 3, 2025
3. GSA/TSA TI Buildout - RPT	TBD

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / Kimley-Horn and Associates, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated November 17, 2025 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Kimley-Horn and Associates, Inc. ("Consultant"), a North Carolina 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: engineering services to update the Authority's Airport Pavement Management System ("APMS").

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": November 17, 2025.

C. "Contract Administrator": Aaron Galinis or a duly authorized designee.

D. "Contract Limit": $799,091.43.

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

F. "Expiration Date": November 17, 2028.

G. "Federal Requirements" the federal requirements set forth in the attached Exhibit D, 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. "Services": the tasks set forth in the attached Exhibit A.

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

2. Services.

A. 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. Consultant shall not have liability for any delays, expenses, losses, damages or be deemed in breach for liabilities that are caused by any factor outside of its reasonable control, including natural disasters, epidemics, pandemics, quarantine restrictions, adverse weather, or acts of the Authority, third parties, or governmental agencies.

B. 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.

C. Consultant's duties and services under this Agreement shall not include preparing or assisting the Authority with any portion of the Authority's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Authority. The Authority shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the Authority to ensure that all competitors for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

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. 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.

C. 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.

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. 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.

6. 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). 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.

7. 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.

8. 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.

9. 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.

10. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Indemnitees from and against damages, liabilities, losses, costs or expenses, including reimbursement of reasonable attorneys' fees and costs of defense (collectively "Claims") which are incurred by any Indemnitee but only 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 California 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 attorneys' fees and costs of defense (collectively, "Damages"), in law or equity, which arise out of, pertain to, or relate to the negligent 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, including the payment of all consequential damages, except for such loss or damage arising from the 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 Indemnitees in any action or actions filed in connection with any such Damages, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith or in enforcing the indemnity herein provided. Consultant's duty to defend pursuant to this paragraph B shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

C. Consultant's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable.

11. 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.

12. 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.

13. 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	Kimley-Horn and Associates, Inc.
2627 Hollywood Way	555 Capitol Mall, Suite 300
Burbank, CA 91505	Sacramento, CA 95814
Attn: Aaron Galinis	Attn: Tim Miller
E-mail: agalinis@bur.org	E-mail: timothy.miller@kimley-horn.com

14. 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.

15. 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.

16. Exhibits. Exhibits A through D 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 C, 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 D, the provisions of Exhibit D shall prevail.

17. 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 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.

18. 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.

Kimley-Horn and Associates, Inc.

By: _____

Print Name: Zachary Tait, P.E. #82940

□ Chairperson □ President ☒ Vice President

By: _____

Print Name: Timothy Miller, P.E. #82327

□ 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

_____
Jess Talamantes, President

Approved as to form:

_____
Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Scope of Services

II. SCOPE OF SERVICES

TASK 1 – PROGRAM INITIATION

Task 1 Program Initiation commences the APMS with the Airport and the Consultant. In Task 1, the Consultant will perform efforts defined by subtasks that initiate the APMS in accordance with the applicable standards defined in **Table 1**. The Program Initiation will consist of Request for Information and Review, Technical Work Plan, Program Kick-Off, Airport Staff Interviews, PAVER Database Integration and Calibration, Airfield Pavement Network Definition, Geographic Information Systems (GIS) development, Personnel Badging and Logistics, and Data Collection Coordination.

1.1 REQUEST FOR INFORMATION AND REVIEW

The Consultant will request record documentation and information that will be required for the APMS. The documents requested will be technical and will be used as the basis of subsequent updates to the existing element of the APMS. **Table 1.1.1** enumerates a preliminary list of information needed for the APMS.

Table 1.1.1. Anticipated Request for Information

Item	Description	APMS Element
1	Airport Layout Plan (CAD, GIS, PDF)	Airfield Pavement System Inventory Airfield Pavement Network Definition
2	Airport Geographic Information System (Geodatabase, Map Package)	Airfield Pavement System Inventory Airfield Pavement Network Definition Spatial compatibility review
3	Historic Airfield Pavement Construction Project Record Documentation 1. Issued for Construction Plans 2. Project Specifications 3. Engineer's Design Report 4. Project Bid Tabulations 5. As-Built Documents	Airfield Pavement System Inventory Airfield Pavement Network Definition Opinion of Probable Construction Costs Capital Improvement Program Planning
4	Aircraft Fleet Mix / Operational Data 1. Runway Utilization 2. Apron / Ramp Utilization	Airfield Pavement System Inventory Airfield Pavement Network Definition Opinion of Probable Construction Costs Structural Remaining Life Analysis Best Practice Pavement Planning Guide Conceptual Pavement Sections Pavement Strength Reporting Capital Improvement Program Planning Aircraft Routing Tool
5	Planning/Engineering Reports and/or Studies 1. Utilities (Domestic Water, Fire Water, Sanitary Sewer, Communications, Gas, etc.) 2. Stormwater/Drainage 3. Electrical Facilities 4. Geotechnical Investigations 5. Airfield Geometry	Airfield Pavement System Inventory Airfield Pavement Network Definition Condition Data Collection Opinion of Probable Construction Costs Structural Remaining Life Analysis Best Practice Pavement Planning Guide Capital Improvement Program Planning
6	Maintenance Records and Maintenance Program	Airfield Pavement System Inventory Condition Data Collection

Item	Description	APMS Element
		Opinion of Probable Construction Costs Structural Remaining Life Analysis Best Practice Pavement Planning Guide
7	Existing Conditions / Topography 1. Subsurface utilities 2. Aerial Imagery (SID, TIFF)	Field Data Collection Best Practice Pavement Planning Guide Capital Improvement Program Planning
8	Prior APMS Documents 1. Historic APMS Reports 2. PAVER Database 3. CADD / GIS file sets 4. PCR Reports and files	Basis of current APMS

The Consultant will prepare a secure file transfer platform using Sharefile for Airport Staff to provide the documents and artifacts associated with the Request for Information.

The Consultant will prepare a technical memorandum that enumerates the review of the request for information and review of the artifacts provided by the Airport.

1.2 PROJECT WORK PLAN

Upon completion of the review of the information requested, the Consultant will develop a Project Work Plan. The Project Work Plan is intended to be a reference document to clearly identify the Project Definition, Project Standards, Data Collection Plan, and Quality Control and Quality Assurance expectations. The Project Work Plan will include the following elements:

I. Project Definition
   a. Project Organization
   b. Staffing Plan
   c. Communication
   d. Project Scope
   e. Schedule
II. Project Standards
   a. FAA Documents
   b. ASTM Standards
   c. Airport Standards
   d. Health and Safety Plan
III. Data Collection Plan
   a. APMS Network Scope
   b. Airport Interviews
      i. Planning and Development
      ii. Engineering
      iii. Operations
      iv. Facilities
   c. Data Collection
      i. Functional Condition (PCI)
      ii. Non-Destructive Testing (NDT)
      iii. Geotechnical Investigations
IV. Quality Control and Quality Assurance / Quality Management Plan
   a. Inventory Integrity

b. Functional Condition
c. Performance Modeling / Forecasting
d. Opinion of Probable Construction Cost

The Consultant will prepare a Project Work Plan in an electronic format (PDF) for up to one (1) round of review by the Airport for feedback. Upon substantial completion and incorporation of reasonable feedback, the Consultant will submit a final Project Work Plan in an electronic format (PDF).

1.3 KICK-OFF MEETING AND DATA GATHERING WORKSHOP

The Consultant will schedule a Program Kick-Off Meeting at the Airport located at 2627 N Hollywood Way, Burbank, CA 91505. The Program Kick-Off Meeting may include Planning & Development, Engineering, Operations, Facilities, Tower, and/or other Stakeholders from the Airport. The Consultant will prepare a formal agenda outline and PowerPoint presentation subject to up to one (1) round for Airport Staff review and acceptance. The Program Kick-Off will discuss Scope of Work, Schedule, Request for Information, AOA Access, Concurrent Studies, and Administration; the Program Kick-Off will be for up to two (2) hours. The Consultant will have the following in attendance: Project Manager, Deputy Project Manager, and up to two (2) other Professionals. The Consultant will prepare Program Kick-Off Meeting Minutes subject to up to one (1) round for Airport Staff review and acceptance.

The Consultant will coordinate a staff interview with the following department staff: Planning & Development, Engineering, Operations, and Facilities. The Staff Interview will be scheduled to follow the Program Kick-Off Meeting and during the same trip event. The following table, **Table 1.3.1** Staff Interview Agenda, provides the anticipated technical agenda for the Staff Interview efforts.

Table 1.3.1. Staff Interview Agenda

Department	Anticipated Agenda Topics	Anticipated Duration
All Departments	"Pre-Evaluation Site Visit" 1. Review of Known Pavement Issue Map Application Results 2. Airfield Site Visit 3. Observation of Known Pavement Issues 4. Historical Experience of Airfield Pavements	Up to four (4) hours

The Consultant will perform a "Pre-Evaluation" airfield site visit with P&D, ENG, OPS, and FAC after Staff Interviews. The Pre-Evaluation site visit will be coordinated by Airport staff (access, vehicle, and escort) and will be attended by up to four (4) personnel and will be performed over one (1) day during the day and in coordination with the Program Kick-Off Meeting. In advance of the "Pre-Evaluation", the Consultant will provide the Airport with a link to an Esri ArcGIS Portal for an Interactive Map Application to provide notes and observations on an aerial map.

1.4 NETWORK DEFINITION AND DATABASE INTEGRATION

1.4.1 PAVER Database Integration and Calibration

Based on the review of the data and artifacts provided by the Airport, the Consultant will convert the prior PAVER 7.0 database to a consolidated PAVER 7.1 e70 database. Consultant will integrate the PAVER database Pavement System Inventory to reflect airfield section-level characteristics that include pavement work history, pavement geometry accurate to ±25 square feet, Airport inventory customization, rank, branch use, branch ID, branch name, section ID, section total sample units, and typical slab

dimensions. The airfield pavement system inventory characteristics will be modeled or registered with the PAVER database using the 'Inventory' and 'Work History' modules. The Consultant will not procure PAVER 7.1 on behalf of the Airport or perform installation on Airport computer. The Airport will be responsible for procuring software and license for PAVER 7.1.

Work History Updates will incorporate the following provided data:

1. Section geometry updates (length, width, and estimated area). *Area subject to limitations of aerial and/or record drawing interpretation and not intended for AGIS or construction-level accuracy, nor for final construction.*
2. Localized Maintenance and Repair (Localized M&R) work type, quantity, funded amount, applicable specification reference number, layer thickness characteristics, and/or estimated month/year of application (contractor performance, activity, extent, etc.).
3. Major Rehabilitation (Major M&R) work type, quantity, funded amount, Airport Improvement Program (AIP) Number, Airport Project Number, applicable specification reference number, layer thickness characteristics, and/or estimated month/year of application.

Inventory Updates will be refined in accordance with **Table 1.4.1**.

Table 1.4.1. Pavement System Inventory PAVER Data

System Inventory Level	Feature Example	Characteristic	Potential Planning Effect
Network	Overall pavement assets maintained by the Airport "Airside" "Landside"	Relative Airport Location Facility Use	Grouping of facilities Budget Plan Overall Condition by Network
Branch	Commonly defined asset name as established by Airport and by use Example: "Runway 08-26"	Facility Use Apron Blast Pad Other Overrun Runway Shoulder Taxiway Taxilane Airport-maintained pavement vs. privately maintained pavement (e.g. FBO ramp)	Prioritization of facilities within a Network for constrained budget scenarios. Localized Preventive and/or Stopgap Maintenance and Repair prioritization. Eligibility of M&R (e.g. privately maintained).
Section	A defined area of pavement asset that is distinct by the following: Pavement Composition Construction Work History Aircraft Traffic	Surface Type AC – Asphalt Concrete AAC – AC overlaid APC – AC overlaid on PCC PCC – Portland Cement Concrete Aircraft Traffic Loading (e.g. for runway facility) Center "keel" Outer board right/left Rank Based on use, prioritization, and budget constraining prioritization	Application of appropriate Maintenance and Repair treatment. Consideration of appropriate pavement section characteristics for Major Rehabilitation.

The Consultant will assume all provided System Inventory Data (nomenclature, identification, geometric characteristics, etc.), Work History Data (pavement surface type, composition, thickness, age,

specification, year of construction, treatment, maintenance, repair, and/or major rehabilitation), PCI Records (historic PCI inspection data, PCI Families, performance models, etc.), and Maintenance, Repair, and Rehabilitation (M&R Policies for Localized Stopgap/Preventive, global treatments, and major M&R, M&R Unit Costs, M&R Cost Curves, etc.), and prior bid tabulation records, are reflective of previous APMS programs and are deemed acceptable by the Airport.

1.4.2 Airfield Pavement Network Definition

The Consultant will prepare a Base Drawing model in accordance with the definition of features established by the existing APMS and in consideration of the results of Subtask 1.3. Airfield Pavement Network Definition will be a schematic model representation of the Pavement System Inventory for Branch-Level, Section-Level, and Sample Unit-Level features as shown in **Table 1.4.2**

. Pavement facilities will be limited to previously defined areas and limited to airfield pavements. Airport pavements such as landside access, driveway, service routes, parking lots, or similar non-aircraft facilities will be excluded.

The Airport will provide the Consultant with existing AutoCAD (.dwg), GIS Shapefiles, and Geodatabase(s) for review. The Consultant will review the existing artifacts of the previous APMS and in consideration of the data obtained from the Airport in Subtask 1.1 Request for Information, reconcile the existing data for this APMS. The Consultant will rely on the accuracy of the Pavement System Inventory and Network Definition data provided by the Airport.

The Consultant will utilize AutoCAD Civil 3D 2024 to create individual Airfield Pavement Network Definition models and produce a PDF exhibit based on a standardized AutoCAD template that defines the visual characteristics of each feature. Airfield Pavement Network Definition models are schematic-level and are intended for planning-level, rough order-of-magnitude area determinations. The AutoCAD and PDF data accuracy are not intended for construction purposes. The geometric definition will be based on information obtained from the Airport's response to the Request for Information.

If available, the Airport will provide the Consultant with access to orthoimagery that is orthoreferenced and spatially projected in a standard coordinate system, and CADD-ready aerial imagery files (e.g. .SID, .TIF, .JPG with world files) for the Airport. If the Airport is unable to obtain readily available aerial imagery data for use within AutoCAD Civil 3D 2024 or newer, the Consultant will utilize publicly available aerial imagery data (e.g. NearMap). The spatial accuracy is not intended for positional accuracy for the purpose of aeronautical survey-grade accuracy and precision. The spatially projected Base Drawing is intended to gain reasonably accurate Pavement Network Definition geometry (± 25 ft for horizontal vector data and ±1,000 square feet for area association). No vertical elevation data will be identified within the Base Drawing models. All base models will be developed utilizing the California State Plane Coordinate System using North American Datum 1983 (NAD83) for horizontal positioning. If the High Accuracy Reference Network (HARN) or High Precision Geodetic Network (HPGN) readjustment of NAD83 within the State of California applies, the Consultant will utilize the adjusted NAD83 as a coordinate system for the applicable Airport Base Drawing model.

The Consultant will provide the Airport with a standardized template for review and acceptance that enables each Base Drawing model to comply with the requirements of AC 150/5380-7B and ASTM D5340-20 in the development of Airfield Pavement Network Definition exhibits, as well as for further use in Esri ArcGIS Pro and Esri ArcGIS Online and/or Portal.

Table 1.4.2. Airfield Pavement Network Definition Map Features

System-Level	Feature
Branch	1. Branch ID or Name
Section	1. Section ID Tags a. Section ID b. Total Sample Units c. Sample Units Inspected d. Surface Type (AC, AAC, APC, or PCC) 2. Sections not inspected due to recent/anticipated pavement construction communicated by Airport staff
Sample Unit	1. Sample Unit Number 2. Sample Unit Inspected (Hatch)
Miscellaneous	1. Select Airfield Buildings that interface with pavement (outline only) 2. Select non-aircraft pavement facilities (e.g. service road)

Airfield Pavement Network Definition Map data is not intended to replace the official Airport Layout Plan. Airport geometry is for schematic-level accuracy and is not intended for design-level analysis or quantification. Runway lengths digitized may not reflect FAA 5010 Master Record published dimensions.

1.4.3 Geographic Information System (GIS) Model Development and Data Collection Tools

The Consultant will create Airport-specific feature classes that define Branch-level, Section-level, and Sample Unit-level topology as defined by the ASTM D5340-20 method. The Consultant will utilize elements defined in the Airfield Network Definition and export said elements (Branch-, Section-, and Sample Unit-level topology polygons) from AutoCAD as an Esri-compatible shapefile. The Consultant will utilize Esri ArcGIS Pro to define feature class characteristics in accordance with the corresponding Branch-, Section-, and Sample Unit-level attributes.

The Consultant will utilize the resulting feature shapefiles to define Sample Unit-Level “Intelligent Navigation Maps” for use on mobile computing equipment (tablet, handheld GPS, and/or smartphone). Additionally, the Consultant will develop an initial Sample Unit Inspection .kmz file for viewing on Google Earth. The Consultant will develop a real-time PCI Survey Data Collection Tracker using ArcGIS Portal. The tracker will depict the Airfield Pavement Network Definition and identify the sample units to be inspected and the sample units that have been inspected.

The Consultant assumes the Airport has access to Google Earth on either a personal computer and/or on a smartphone/tablet device with data capability and is GPS-enabled. The Consultant assumes the Airport has access to an internet web browser that can utilize Esri ArcGIS Online and/or ArcGIS Portal.

Pre-Evaluation Map of Known Issues (ArcGIS Portal)

The Consultant will develop a preliminary inventory map application for Airport Staff to identify known pavement issues on an aerial map; the application will be developed using Esri ArcGIS Portal. The Pre-Evaluation Map of Known Issues will be hosted by the Consultant for a period of up to fifteen (15) business days and will be decommissioned upon notice to proceed for the Data Collection task.

PCI Data Collection Tracker (ArcGIS Portal)

The Consultant will develop a PCI Data Collection Tracker (“Tracker”) using Esri ArcGIS Portal. The Tracker will provide the Airport with a means of tracking data collection progress – specifically for the

functional data collection efforts at the PCI sample-unit level. The Tracker map application will be hosted by the Consultant. The Tracker will be decommissioned upon completion of field data collection efforts.

Data Collection Program Plan (.kmz)

The Consultant will develop a .kmz package that visually communicates the Data Collection Program for use in Google Earth. The .kmz package will organize the Data Collection Program by Operational Constraint and Data Collection (Functional, Non-destructive). The Data Collection Program Plan will not be updated after initial issuance.

1.5 TRAFFIC OPERATIONS ASSESSMENT

The Consultant will analyze available fleet mix data from Airport records or FAA's Traffic Flow Management System Counts (TFMSC) system, arrival and departure patterns, and other available runway and taxiway utilization data gathered in **Task 1.1**. Based on an assessment of traffic operations, a customized fleet mix for each pavement section will be developed based on projected aircraft paths of travel. The analysis will account for aircraft traffic growth over the next five years and will be used to inform Pavement Classification Rating (PCR) reporting and the aircraft routing tool developed in later tasks.

1.6 AIRPORT BADGING

The Consultant will have up to six (6) personnel initiate the two-step badging application process with the Airport ID Badging Office. It is assumed that all staff will be subject to the Step 1 – Fingerprinting / Background Check and Step 2 – Computer-Based Training in order to obtain ID Badge, Access to AOA, and permission to operate a vehicle in the movement area. The Consultant will have personnel undergo the following Airport ID Badging Office Computer-Based Training Information (Security and AOA Driving) Courses as shown in **Table 1.6.1**. It is assumed that Consultant will not need to undergo Authorized Signer Training.

Table 1.6.1. Airport Badging Training

Required Training Course	Badge Type	Training Frequency
Security Awareness Training	Sterile Area Only	Every year
Security Identification Display Area (SIDA) Training	SIDA Badge	Every year
Non-Movement Area Driver Training	SIDA Badge	Every year
Movement Area Driver Training[1]	SIDA Badge	Every year

The Consultant will be reimbursed for other direct cost (ODC) expenses associated with Airport Badging. These ODC expenses may include travel, lodging, new badge fee, fingerprinting, and Vehicle Permits.

Escort privilege allows for Escort and up to six (6) personnel with up to two (2) vehicles in tow.

TASK 1 – DELIVERABLES	
Task Item	**Deliverable**
1.1 Request for Information and Review	A. Record Documentation Review Summary Memorandum (PDF)
1.2 Technical Work Plan, up to one (1) round of review	B. Draft Technical Work Plan (PDF)

Task Item	Deliverable
	C. Final Technical Work Plan (PDF)
1.3 Program Kick-Off	D. Kick-Off Presentation (PDF) E. Kick-Off Agenda (PDF) F. Attendance of up to four (4) Personnel
1.3 Staff Interview and Site Visit	G. Interview Coordination, Meeting, and Summary of Notes (PDF) H. Site Visit up to four (4) staff, Field Observation Report
1.4 Airfield System Inventory Update	I. Airfield Pavement Network Definition (PDF) J. PCI Data Collection Tracker (ArcGIS Portal) for duration of Data Collection K. Data Collection Program Plan (Google Earth .kmz)
1.5 Traffic Operations Assessment	L. Fleet mix summary table (XLS) M. Airfield Utilization Exhibits (PDF)
1.6 Airport Badging	N. Up to six (6) personnel for Security and AOA Driving

TASK 2 – CONDITION ASSESSMENT

For this APMS, the Consultant will be performing a comprehensive data collection effort that will consist of Functional Data Collection, Non-Destructive Testing, and Geotechnical Investigation.
Table 2.1 summarizes the type of data collection efforts for the APMS evaluation and the corresponding guidance standards and analysis.

Table 2.1. Data Collection Program

Type	Evaluation	Data Collected / Testing	Guidance	Analysis
Visual Assessment / Pavement Condition Index (PCI) Survey	Functional Condition	Visual distress manifestations; 1. Type 2. Severity 3. Quantity Limited Sampling. Marking paint or chalk will be used to mark sample units.	FAA AC 150/5380-7B ASTM D5340-20	Pavement Condition Index (PCI)
Non-Destructive Testing (NDT)	Structural Analysis	Vehicle with FWD equipment in tow. 1. Deflection Basin (Center Test) for AC and PCC Pavements 2. Transverse and Longitudinal Testing for PCC Pavements 3. Corner testing for PCC Pavements Limited Sampling. Marking paint or chalk will be used for reference marks.	FAA AC 5370-11B	Structural Remaining Life Pavement Classification Rating (PCR)
Geotechnical Investigation	Structural Evaluation	Geotechnical coring equipment. 1. Soil characterization and classification 2. Pavement structure confirmation 3. California Bearing Ratio (CBR) determination Limited Sampling. Marking or chalk will be used for reference marks.	FAA AC 150/5320-6 ASTM D2487	Pavement Composition Structural Remaining Life Pavement Classification Rating (PCR)

This APMS will exclude evaluation of pavement friction to ascertain pavement roughness. The data collection program will be performed with the following operational conditions as defined by the Airport and shown in **Figure 2.1**.

Night Full Closure – the Consultant will have access to the airfield pavement facilities located within the AOA on a full-closure basis from 2200 to 0530 (10:00 PM to 5:30 AM) while conducting evaluations within the Runway Safety Area, including Runway 08-26 and Runway 15-33. The Airport will not require a single dedicated personnel member to monitor radio traffic for data collection performed during Night Time data collection. No limit on vehicle quantity.

Night Pull-Back – the Consultant will have access to the airfield pavement facilities located within the AOA on a pull back or "give way" basis from 2200 to 0530 (10:00 PM to 5:30 AM). The Airport will not require a single dedicated personnel member to monitor radio traffic for data collection performed during Night Time data collection. No limit on vehicle quantity.

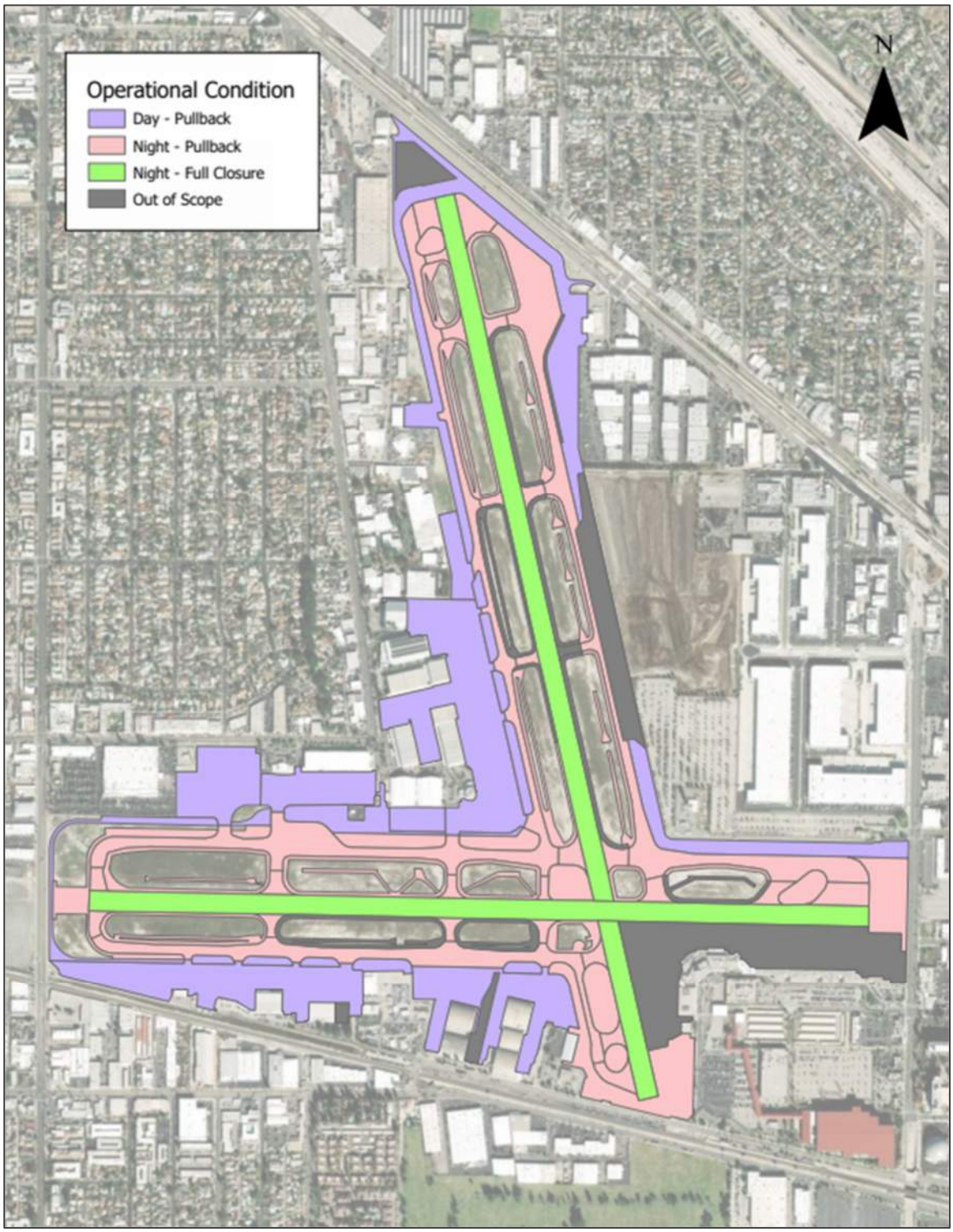
Day Pull-Back – the Consultant will have access to airfield pavement facilities located within the AOA on a pull-back or "give way" basis from 0730 to 1800 (7:30 AM to 6:00 PM). It is assumed that no traffic cones will be required for Day Time Pull-Back operational conditions. The Airport will require a single dedicated personnel member to monitor radio for traffic for data collection performed during Day Time on a Pull-Back basis. One (1) Escort Vehicle can escort no more than two (2) vehicles.

2.1 INSPECTION PHASING PLAN/CONSTRUCTION SITE SAFETY PLAN (CSSP)

The Consultant will develop an Inspection Phasing Plan or Construction Site Safety Plan (CSSP) for the airfield data collection efforts. The CSSP will consist of a CSSP Summary, Project Overview, Work Area and Access Narrative, Schedule, Personnel Plan, Equipment and Facilities, Communication and Coordination Plan, Contact Information, and Supporting Attachments. The CSSP will enumerate the efforts associated with the PCI Survey Data Collection, QA/QC PCI Survey Data Validation, Non-Destructive Testing using Heavy Weight Deflectometer equipment, and Geotechnical Investigation. The Consultant will develop the CSSP and submit to Airport staff for review and acceptance. This effort will assume up to two (2) virtual meetings to review detailed feedback from Airport staff prior to acceptance.

The Consultant will coordinate with the Airport and prepare supporting documentation for an FAA Form 7460-1 Notice of Proposed Construction or Alteration for the data collection efforts associated with the Non-Destructive Testing and Geotechnical Investigation if deemed necessary. The coordination will consist of identifying areas within the Project scope area subject to Non-Destructive Testing and Geotechnical Investigation with equipment that will be approximately ±10-ft above grade for the extraction of field material samples. The Notice will be for an existing facility with a temporary duration that will be based on a schedule approved by the Airport. The supporting documentation will be limited to an 11" by 17" PDF exhibit that depicts the general areas subject to the Non-Destructive Testing and Geotechnical Investigation and be subject to two (2) rounds of review. It is assumed that the Airport will be submitting Form 7460-1 to the FAA if required.

Figure 2.1. BUR Operational Conditions



2.2 PAVEMENT CONDITION INDEX (PCI) EVALUATION

All PCI Survey data collection will be performed by trained personnel with “feet on the ground” efforts, utilizing measurement equipment accurate to the nearest one (1) foot. Inspections will be performed in dry weather conditions. Pavement distress data will be evaluated and inventoried by trained pavement inspectors for input into the PAVER database. The pavement inspection process will locate, identify, and categorize all distresses visible in field conditions in accordance with ASTM D5340-20 for flexible AC pavements and rigid PCC pavements. Sample Units will be defined as an area of 5,000 square feet (±2,000 square feet) for flexible asphalt concrete pavement or 20 slabs (± 8 slabs) for rigid PCC pavement.

2.2.1 PCI Data Collection

Inspection personnel will perform all efforts at the Airport in accordance with safe practices confirmed with the Airport (e.g. safety vests, lighted vehicle, pull-back basis, tower communications, Airport escort provisions). PCI Inspection personnel will actively monitor the Common Traffic Advisory Frequency (CTAF) provided by the Airport. Inspection personnel will mark Sample Units in field with marking paint or chalk and inventory representative photographs of the data collection effort. The representative photographic log will consist of at least one (1) digital photograph per Section. Select representative photographs will be incorporated into report documents with identification of Branch, Section, Sample Unit, and observed distress types. For this APMS Sample Units, when appropriate, will be based on the defined Sample Units that have been inspected previously.

Any pavement that is subject to upcoming construction, specific to structural rehabilitation/repair improvements, will be omitted from current data collection inspection for this Project. Pavement facilities subject to construction activity as recent as calendar year 2025 will not be inspected and assumed to have a Section PCI of 100; work history records will reflect known work. Pavement facilities subject to construction activity through calendar year 2026 will not be inspected and assumed to have a Section PCI of 100 with work history records to reflect anticipated work.

Based on a preliminary inspection plan, Consultant estimates eight (8) night shifts and three (3) day shifts, each 10 hours in length, to complete the inspections. Night inspections are anticipated to involve nine (9) staff and day inspections are anticipated to involved six (6) staff. An independent QC inspector will also support the PCI effort over two (2) nights. Airport acknowledges that inspection periods often exceed the standard 8-hour workday. The Consultant will perform PCI Survey Data Collection based on the following **Table 2.2.1**.

Table 2.2.1. Estimated Sample Rate Table

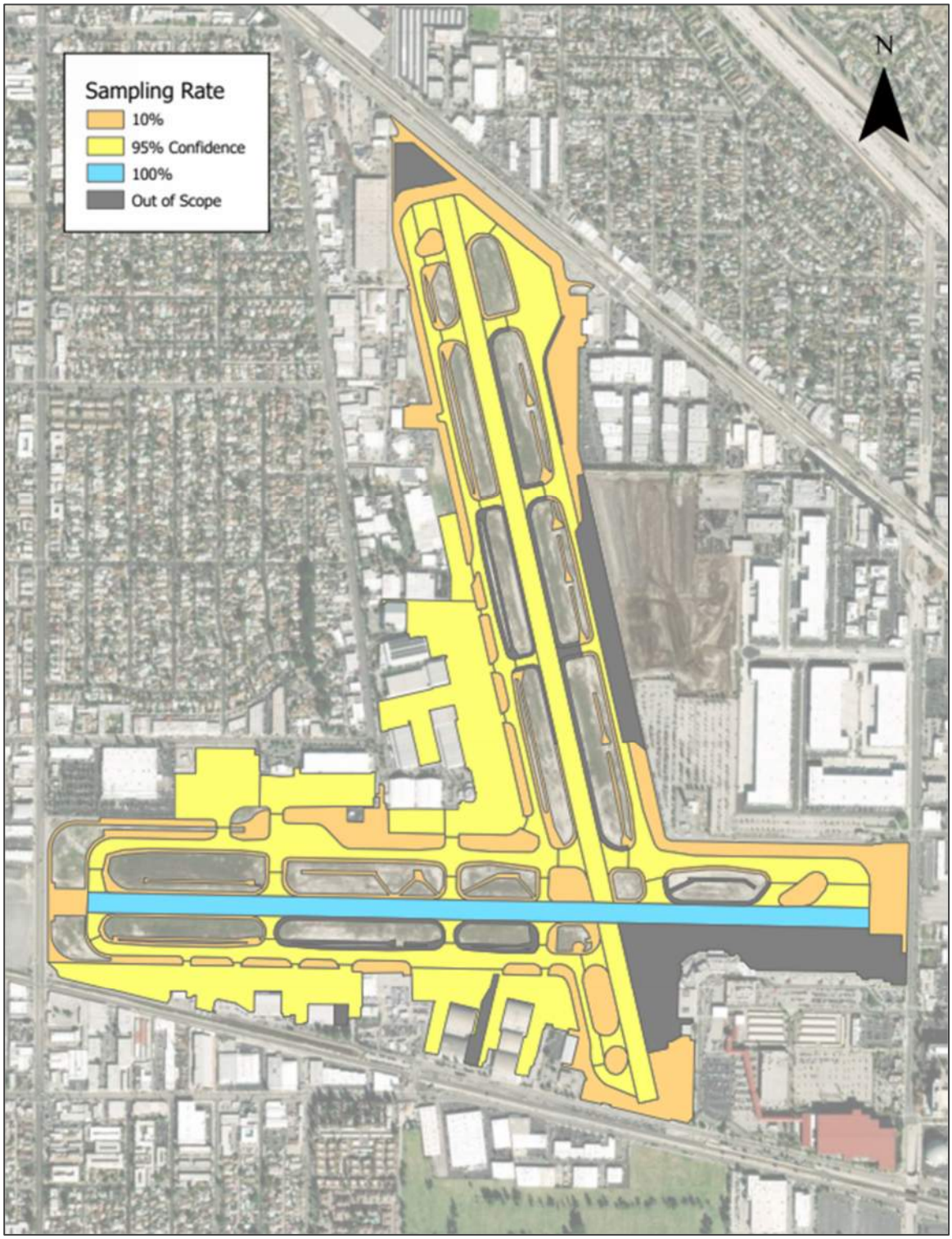
Sample Rate Category	Sample Description	Sampling Rate
100%	A sample rate that considers all total available sample units available in a section with an inspection rate of 100%.	100%
95% Confidence Level (95% CF)	A sample rate to achieve a statistical 95% confidence level by total sample count or by actual distress data obtained.	95% CF
10%	A sample rate that considers the total sample units available in a section with an inspection rate of 10%. Example: 20 total samples in a section, two (2) sample units will be inspected.	10%

The following is a summary of the evaluation efforts for this specific APMS based on information provided by Airport staff. The Consultant has developed **Table 2.2.2**. This table will be the basis of the data collection efforts for this APMS. **Figure 2.2.1** depicts sampling rates by section.

Table 2.2.2. Data Collection Program by Branch for PCI Survey

Branch Description	Sampling Rate	Operational Condition
Northwest Aprons	95% CF	Day Pull-Back
RON Apron	95% CF	Day Pull-Back
RW 08 Blast Pad	10%	Day Pull-Back
RW 08-26	100%	Night Full Closure
RW 15-33	95% CF	Night Full Closure
RW 26 Blast Pad	10%	Day Pull-Back
Shoulders (Movement)	10%	Night Pull-Back
Shoulders (Non-Movement)	10%	Day Pull-Back
Southwest Aprons	95% CF	Day Pull-Back
TW A and Connectors	95% CF	Night Pull-Back
TW B and Connectors	95% CF	Night Pull-Back
TW C and Connectors	95% CF	Night Pull-Back
TW D and Connectors	95% CF	Night Pull-Back
TW G and Connectors	95% CF	Night Pull-Back

Figure 2.2.1. PCI Survey Sampling Rate



Should inspection delays outside of Consultant's control occur, Airport will allow for modification to schedule for inspections and overall program. Additional efforts required due to inspection delays outside of Consultant's control will be billed on an hourly basis based on the agreed upon schedule of rates. Inspections may be cancelled up to 24 hours in advance in the event of forecasted inclement weather conditions to mitigate additional costs. Factors that may introduce delay may include, but are not limited, to the following:

- Airport Coordination (access/escort)
- Climate Conditions (snow, rain, high winds, etc.)
- Hazard Conditions (seismic, fire, pandemic, etc.)
- Emergency Airport Events (e.g. fire rescue, other emergency events)

Consultant shall not proceed beyond approved scope of work and costs without 1) both Airport and Consultant agree on nature of the delay, 2) Consultant provides estimate of the additional level of effort, including hours and costs, for Airport approval, and 3) Airport provides approval before Consultant proceeds.

2.2.2 Quality Assurance and Quality Control PCI Surveys

The Consultant will perform QA/QC PCI Surveys with a senior pavement inspector at rate of 5% of the total inspected sample units. A senior pavement inspector will accompany the primary inspection team and provide immediate feedback. Additional QA/QC procedures will be outlined in the Project Work Plan.

2.3 NON-DESTRUCTIVE TESTING (NDT) EVALUATION

The Consultant will utilize a subconsultant, Quality Engineering Solutions, Inc. ("QES") for the Non-Destructive Testing data collection and analysis of select airfield pavements. The Subconsultant will acquire quantitative data for use as reliable input for the Structural Analysis in accordance with the FAA Advisory Circular 150/5370-11B, "Use of Non-Destructive Testing in the Evaluation of Airport Pavements" using a Dynatest 8082 Heavy Weight Deflectometer ("HWD"). The Subconsultant will develop a Test Plan in accordance with the testing location and spacing guidance defined by the FAA AC 150/5370-11B for "Network-Level" evaluation. The NDT efforts will include 1) Deflection Basin (Center Test) for AC and PCC pavements; and 2) Transverse and Longitudinal Joint testing for PCC pavements. *Runway 08-26 and Runway 15-33 will be excluded from the NDT evaluation due to their recent evaluation in 2024. Consultant assumes that this data is accurate and will not conduct additional NDT evaluations on these facilities.*

QES will utilize the collected data to conduct structural evaluation and calculate the Pavement Classification Rating (PCR) and remaining life for all included taxiway facilities. The structural evaluation will include a comprehensive analysis of the deflection data, assessment of load transfer efficiency across transverse joints, and back-calculation of layer moduli. The structural evaluation will be conducted in accordance with FAA AC 150/5370- 11B. The calculation of PCR and remaining life will be performed using the FAA software FAARFIELD and following the procedures recommended in FAA AC 150/5320-6G "Airport Pavement Design and Evaluation" and FAA AC 150/5335-5D "Standardized Method of Reporting Airport Pavement Strength – PCR."

An NDT evaluation report will be provided to Kimley-Horn documenting the NDT testing, structural evaluation, and calculation of PCR values and remaining life for all included facilities. Kimley-Horn will provide QES with the existing pavement composition, layer thicknesses, and current aircraft traffic

streams for the PCR calculations. In addition, any historical data on subgrade strength and records of pavement coring collected during the Program Initiation phase will be used in the evaluation.

Proposed NDT tasks include:

1. Perform NDT for all the facilities considered for this project identified in **Table 2.3.1** and **Figure 2.3.1**. Details on spacing, test types, and number of test locations for the facilities included in the scope of work will be further defined during the Program Initiation phase. The proposed test plan in this Scope is assumed to follow the recommendations in FAA AC 150/5370-11B for a "Network-Level" NDT evaluation.

2. Conduct NDT data reduction. QES will review and reduce the raw data collection during the NDT evaluation. The raw data will be reviewed for any anomalies recorded during testing. The data will be converted into a usable format to complete the structural analysis.

3. Conduct deflection data analysis to evaluate the structural integrity of the pavement sections. The structural evaluation will include analysis of the deflection basin and Impulse Stiffness Modulus (ISM) and described further in Section 3.1.2.

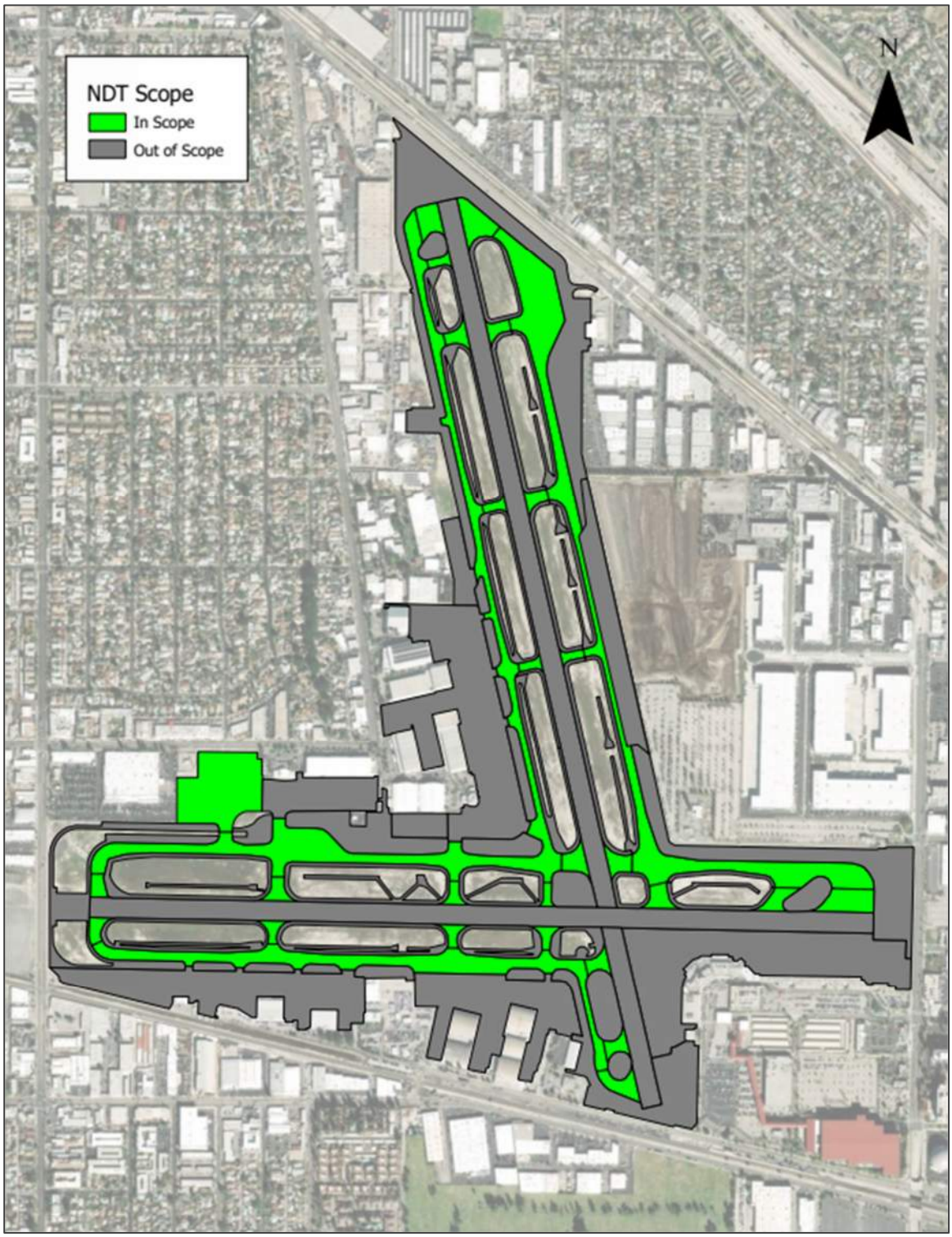
4. Conduct moduli back-calculation to determine the pavement layer stiffness of the pavement surface, base/subbase course, and subgrade as described further in Section 3.1.2. In accordance with FAA AC 150/5370-11B, this analysis will be completed utilizing the iteration-based linear-elastic back-calculation program BAKFAA. QES will rely on pavement thickness and composition information provided by Kimley-Horn for this analysis.

5. Conduct transverse and longitudinal joint Load Transfer Efficiency (LTE) analysis. QES will use the NDT transverse and longitudinal joint deflection data to determine the current load transfer capacity across the joints.

Table 2.3.1. Data Collection Program by Branch for Non-Destructive Testing (Network Level)

Branch Description	Operational Condition
TW A and Connectors	Night Pull-Back
TW B and Connectors	Night Pull-Back
TW C and Connectors	Night Pull-Back
TW D and Connectors	Night Pull-Back
TW G and Connectors	Night Pull-Back
RON Apron	Day Pull-Back

Figure 2.3.1. Non-Destructive Testing Plan



2.4 GEOTECHNICAL INVESTIGATION

This section specifies the requirements for geotechnical investigations, sampling, laboratory testing, and analysis necessary to support the design of flexible airfield pavement rehabilitation. Work shall be performed in accordance with standards identified in **Table 1**. The Consultant will retain a qualified Geotechnical Subconsultant, California Testing and Inspection ("CT&I"), to perform subsurface investigations and laboratory analyses in support of the APMS. The purpose of the geotechnical investigation is to obtain representative pavement and subgrade data necessary for the design of flexible pavement rehabilitation alternatives in accordance with FAA AC 150/5320-6 and the FAARFIELD 2.1 design methodology. The geotechnical investigation will be limited to twelve (12) pavement cores and soil borings at the approximate locations shown in **Figure 2.4.1**. Nine (9) of the cores and soil borings will be completed during the initial investigation, and an additional three (3) cores and soil borings will be determined following the initial investigation and analysis. This information will be used for the determination of adequate pavement rehabilitation thickness based on existing structure and subgrade strength.

Proposed geotechnical investigation tasks include:

1. Review of Existing Information. The Airport will provide available geotechnical records, as-built drawings, and prior testing data for use where applicable. The Consultant and CT&I will review all available documentation to identify data gaps and guide the field investigation program.

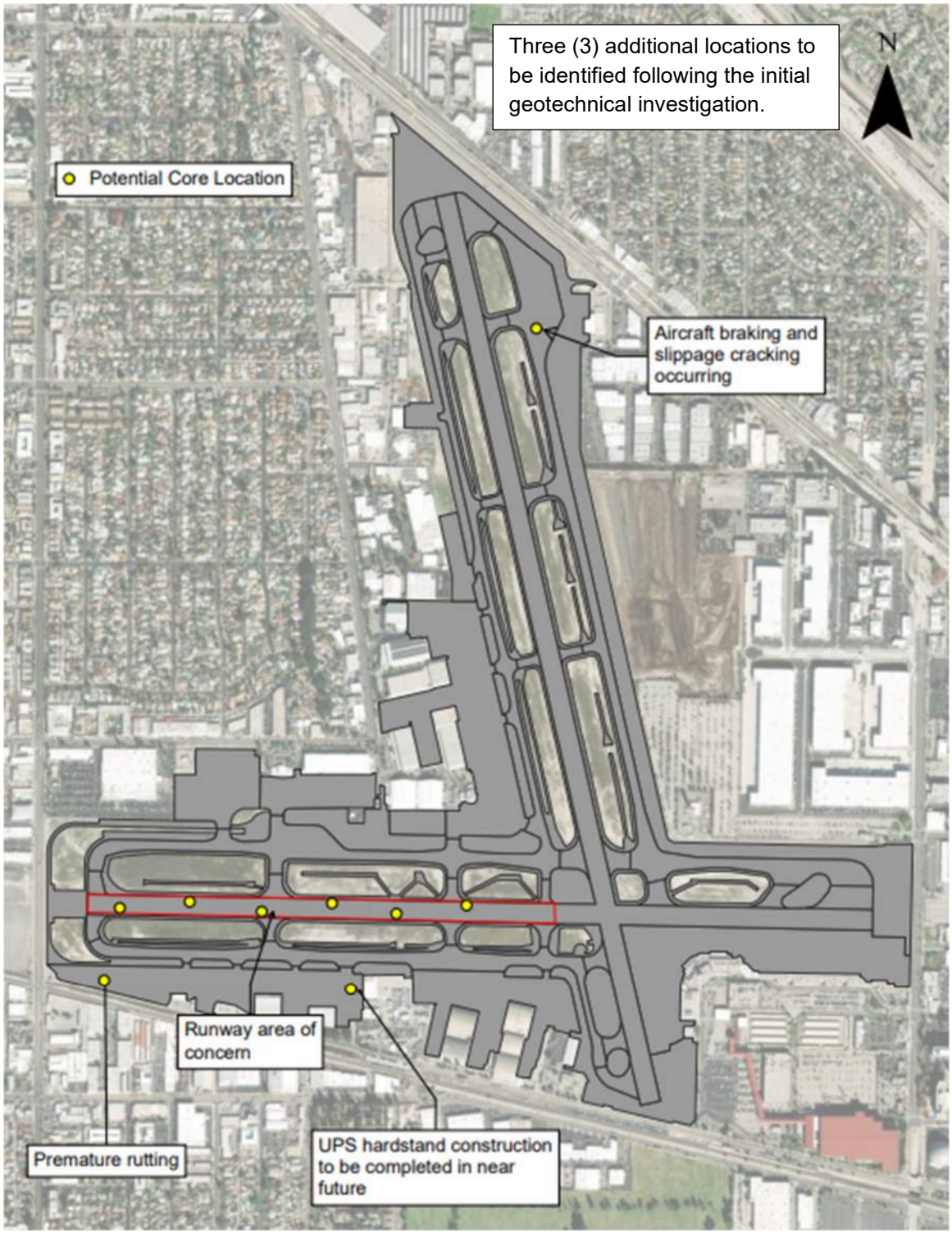
2. Field Exploration. CT&I will conduct nine (9) pavement cores and soil borings within the designated pavement rehabilitation limits. An additional three (3) locations will be identified for investigation following the initial investigation. Pavement cores shall be extracted to determine the thickness and composition of surface and base layers. Soil borings shall be advanced to a depth of approximately 10 feet below the existing ground surface or until practical refusal, in accordance with FAA recommendations. Subgrade samples shall be collected at regular depth intervals for laboratory testing. In-situ testing shall be performed at select locations to characterize in-place conditions.

3. Laboratory Testing. CT&I will test collected samples to determine classification, strength, and compaction properties of subgrade soils. Laboratory testing will be conducted on representative samples and include the following:

    - In-situ moisture and dry density – ASTM D2937
    - Atterberg limits – ASTM D4318
    - Grain-size distribution (sieve and hydrometer analysis) – ASTM D422 / D7928
    - Maximum dry density and optimum moisture content (Standard Proctor) – ASTM D1557
    - California Bearing Ratio (CBR), including remolded samples prepared at maximum density/optimum moisture for pavement design input – ASTM D1883
    - Soil classification in accordance with Unified Soil Classification System (USCS)

4. Data Analysis and Reporting. CT&I will analyze pavement core data to establish existing structural section thicknesses. Subgrade soils will be classified per the Unified Soil Classification System (USCS). CT&I will determine in-situ and remolded CBR values for input into FAARFIELD 2.1. CT&I will prepare a geotechnical report documenting field and laboratory results, boring logs, and engineering analyses and provide recommendations for pavement rehabilitation thickness design in accordance with FAA AC 150/5320-6 and FAARFIELD 2.1.

Figure 2.4.1. Geotechnical Investigation Locations



The Geotechnical Subconsultant shall submit the following for review and approval:

1. Field investigation plan, including boring locations and schedule.
2. Laboratory testing program.
3. Boring logs, pavement core logs, and field density/moisture test records.
4. Laboratory test results and soil classification data.
5. Final geotechnical report with recommendations for pavement rehabilitation design, including all supporting data for FAARFIELD input.

All work shall be performed by a geotechnical engineering subconsultant experienced in airfield pavement investigations. Laboratory testing shall be conducted by an accredited laboratory meeting ASTM and AASHTO requirements. All boring and sampling operations shall be supervised by a licensed Professional Engineer (PE) or Geotechnical Engineer (GE).

TASK 2 – DELIVERABLES

Task Item	Deliverable
2.1 Inspection Phasing Plan / Construction Site Security Plan (CSSP)	A. Draft CSSP (PDF) subject to up to two (2) rounds of review and detailed reasonable feedback B. Final CSSP (PDF)
2.2 Functional Data Collection / PCI Surveys	C. Daily In-Brief and De-Brief Coordination D. PCI data E. Photo log
2.3 Non-Destructive Testing	F. Daily In-Brief and De-Brief Coordination G. Field investigation plan
2.4 Geotechnical Investigation	H. Daily In-Brief and De-Brief Coordination I. Field investigation plan J. Laboratory testing program K. Coring/boring logs and related test records L. Laboratory test results and soil classification data M. Final geotechnical report

TASK 3 – ANALYSIS AND REPORTING

3.1 CONDITION ANALYSIS

3.1.1 Functional Analysis

The Consultant will perform functional condition analysis of the data collected using PAVER software. Prior to the data migration from field data collection efforts, the Consultant will perform Pavement System Inventory updates based on field verified observations. Examples of field observations that may affect system inventory information include Section limits, Section geometry, and Branch identification. The functional condition analysis will consist of performing calculation of the Sample Unit-level PCI, Section-level area-weighted PCI, and the Branch-level PCI values.

Pavement Performance Models / PCI Family Models Update

The Consultant will refine the existing pavement performance models (“PCI Family Models”) based on current condition data for the development of forecasted PCI values at the Section level. Using PAVER, the Consultant will analyze work history, pavement composition, functional Branch use, Section definition, and historic condition at the Section level to develop statistical predictive model curves, defined as “PCI Families,” to forecast Section-level PCI. To enhance data integrity, the Performance Model analysis and Prediction Curve development will commence upon the completion of the analysis of

condition data for this APMS. The Consultant will rely on the accuracy and acceptance of the prior APMS work history and condition data.

Pavement Functional Condition Forecasting

The Consultant will utilize the refined PCI Family Models to forecast Section-level PCI values for this APMS. It should be noted that the functional forecasting of PCI values at the Section-level is intended for planning-level estimation, and all project definition should be made with consideration of design-level investigation, structural evaluation, and traffic loading. **Table 3.1.1** provides an outline of the analysis that will be performed.

Table 3.1.1. Functional Analysis

Type of Analysis	Evaluation	Resultant
Inventory	1. Branch Definition 2. Section Definition 3. Pavement Surface Type 4. Pavement Work History	Exhibits Table Charts
Current Condition	1. Branch Condition Summary 2. Section Condition Summary 3. Pavement Distress Mechanism Summary	Exhibits Tables Charts
Forecasted Conditions	1. Refinement of Pavement Performance Models (PCI Family Models) 2. Predicted Section Condition Summary (8-Year Duration, each year) 3. Remaining Functional Life based on a Critical PCI of 70	PAVER PCI Condition Family Models Exhibits Tables Charts
Climatic Conditions	1. Average Annual Temperature High/Low (ºF), Monthly Summary (from published data) 2. Average Precipitation (inches), Monthly Summary (from published data)	Table Charts

3.1.2 Structural Evaluation

The Consultant will work with a Subconsultant, QES, to process the NDT data for the Structural Evaluation of the airfield pavements for this APMS and prepare a comprehensive structural evaluation report summarizing the NDT testing effort, structural evaluation, determination of PCR and pavement remaining life, and analytical software outputs.

NDT Data Reduction

The Subconsultant will review and reduce the raw data collection during the NDT testing. The raw data will be reviewed for any anomalies recorded during testing. The data will be converted into a useable format to complete the structural analysis. The data will be organized by APMS section in accordance with the Airport Pavement Network Definition.

Impulse Stiffness Modulus (ISM)

The maximum FWD deflections (deflections occurring directly under the FWD load plate) and the FWD Load will be analyzed to identify pavement strength and assess the overall support conditions of the in-place pavements. The ISM is the FWD load (pounds) divided by the measured deflection. The Subconsultant will prepare ISM profile plots along a scale plan view of the pavement facilities assessed. The ISM values from each NDT test location will be plotted against an established stationing of each pavement section. The Subconsultant will prepare a narrative summary for each Branch-level facility evaluated. The analysis will be conducted in accordance with the FAA AC 150/5370-11B “Use of Non-Destructive Testing in the Evaluation of Airport Pavements”. The results of the analysis will be depicted in graphical form, tabular form, and visually with a plan view of the pavement facilities.

Back-Calculation of Pavement Layer Strengths

A pavement layer strength analysis will be performed to identify the stiffness of the AC and PCC layers, the base course beneath the surface layers, and the underlying subgrade support. The pavement layer strength analysis will be performed using a back-calculation technique. The back-calculated modulus values may be examined to draw some conclusions about the degree of structural deterioration in the pavement layers and the expected remaining life of the pavement.

The general principle of back-calculation is that the deflections measured by the FWD are dependent on the following parameters:

A. Thickness and stiffness of the pavement layers
B. Stiffness of the foundation
C. Degree of friction between the pavement layers
D. Magnitude of applied load
E. Radius of applied load
F. Rate of loading
G. Position of the deflection sensors

If the loading, deflection, and layer thickness parameters are known and the interface friction condition is assumed, the measured pavement deflections may be used to solve for the stiffness of the pavement layers and foundation.

The back-calculations will be completed utilizing closed-form or iteration-based tools in accordance with FAA Advisory Circular 150/5370-11B “Use of Non-Destructive Testing in the Evaluation of Airport Pavements”. For the iteration-based tools, the Subconsultant should use linear-elastic back-calculation programs such as BAKFAA to estimate pavement layer characteristics.

Calculation of Pavement Classification Rating (PCR) and Remaining Structural Life (RSL)

The Subconsultant will summarize the data for input for PCR determination and Remaining Structural Life Analysis using FAARFIELD. The Subconsultant will rely on existing data for existing pavement thickness and composition information for all pavement sections provided by the Airport through the prior APMS database. Calculation of PCR and Remaining Structural Life will be calculated using FAARFIELD software. Runways will be excluded from PCR and RSL calculations due to their recent assessment in 2024. Subconsultant will utilize the existing pavement composition, layer thickness, and aircraft traffic information in conjunction with back-calculated subgrade moduli values to complete the analysis. The

Airport will provide detailed Aircraft Traffic Fleet Mix data for all facilities subject to PCI Survey and NDT Data Collection as part of Task 1.

Table 3.1.2. Aircraft Traffic Fleet Mix (Example)

Aircraft Name/Model	Gross Taxi Weight (lbs)	Annual Departures	Annual Arrivals	Annual Growth	Airfield Facility Usage
B737-900	174,700 lbs	24,000	24,000	8%	Runway 12-30 (100%) Taxiway W (100%) Taxiway T (100%)

Transverse and Longitudinal Joint Load Transfer Efficiency Analysis (PCC Pavements)

For PCC pavements Subconsultant will use the NDT transverse and longitudinal joint deflection data to determine what percentage of the total main gear weight of an aircraft is transferred from the loaded slab to the unloaded slab. As the amount of load that is transferred to the unloaded slab increases, the flexural stress in the loaded slab decreases and the pavement life is extended. The amount of load transfer depends on many factors, including gear configuration, tire contact area, pavement temperature, use of dowel bars, and use of a stabilized base beneath the PCC surface layer.

3.1.3 Maintenance, Repair, Rehabilitation, and Reconstruction Planning

The Consultant will develop a strategic airfield pavement maintenance policy for both flexible AC and rigid PCC pavement sections for BUR. The Consultant will reference FAA Advisory Circular 150/5380-6C “Guidelines and Procedures for Maintenance of Airport Pavements” and Air Force Civil Engineer Center Engineering Technical Letter 14-3: Preventive Maintenance Plan for Airfield Pavements.

Current Condition Localized Maintenance and Repair Policy

The Consultant will develop a Localized M&R Policy based on guidance provided in FAA Advisory Circular 150/5380-6C. Localized M&R will be identified based on the section-level extrapolation of distress manifestations observed as part of the Functional Data Collection. Localized Preventive M&R will be defined as pavement treatments applied to Sections above a PCI value of 70; Localized Stopgap M&R will be defined as pavement treatments applied to Sections at or below a PCI Value of 70. **Table 3.1.3** provides an example distress repair table policy for rigid PCC pavement.

Table 3.1.3. Example Localized M&R Table Policy for Rigid PCC (USAF ETL 14-3)

Distress Code	Severity	Description	Code	Work Type	Work Unit
61	High	BLOW-UP	PA-PF	Patching - PCC Full Depth	SqFt
61	Low	BLOW-UP	PA-PF	Patching - PCC Full Depth	SqFt
61	Medium	BLOW-UP	PA-PF	Patching - PCC Full Depth	SqFt
62	High	CORNER BREAK	PA-PF	Patching - PCC Full Depth	SqFt
62	Low	CORNER BREAK	CS-PC	Crack Sealing - PCC	Ft
62	Medium	CORNER BREAK	PA-PF	Patching - PCC Full Depth	SqFt
63	High	LINEAR CR	PA-PP	Patching - PCC Partial Depth	SqFt
63	Medium	LINEAR CR	CS-PC	Crack Sealing - PCC	Ft
64	High	DURABIL. CR	SL-PC	Slab Replacement - PCC	SqFt
64	Medium	DURABIL. CR	PA-PF	Patching - PCC Full Depth	SqFt
65	High	JT SEAL DMG	JS-LC	Joint Seal (Localized)	Ft
65	Medium	JT SEAL DMG	JS-LC	Joint Seal (Localized)	Ft
66	High	SMALL PATCH	PA-PP	Patching - PCC Partial Depth	SqFt
66	Medium	SMALL PATCH	PA-PP	Patching - PCC Partial Depth	SqFt
67	High	LARGE PATCH	PA-PF	Patching - PCC Full Depth	SqFt
67	Medium	LARGE PATCH	PA-PF	Patching - PCC Full Depth	SqFt
69	N/A	PUMPING	JS-LC	Joint Seal (Localized)	Ft
70	High	SCALING	SL-PC	Slab Replacement - PCC	SqFt
70	Medium	SCALING	PA-PP	Patching - PCC Partial Depth	SqFt
71	High	FAULTING	GR-PP	Grinding (Localized)	Ft
71	Medium	FAULTING	GR-PP	Grinding (Localized)	Ft
72	High	SHAT. SLAB	SL-PC	Slab Replacement - PCC	SqFt
72	Medium	SHAT. SLAB	SL-PC	Slab Replacement - PCC	SqFt
74	High	JOINT SPALL	PA-PP	Patching - PCC Partial Depth	SqFt
74	Medium	JOINT SPALL	PA-PP	Patching - PCC Partial Depth	SqFt
75	High	CORNER SPALL	PA-PP	Patching - PCC Partial Depth	SqFt
75	Medium	CORNER SPALL	PA-PP	Patching - PCC Partial Depth	SqFt
76	High	ASR	SL-PC	Slab Replacement - PCC	SqFt
76	Medium	ASR	SL-PC	Slab Replacement - PCC	SqFt

Rehabilitation and Reconstruction Planning

The Consultant will work with the Airport to develop practical Major Rehabilitation and Reconstruction policies based on preliminary development of pavement performance models and comparison to the theoretical critical PCI value ranges of 56 to 70 for Rehabilitation and 0 to 55 for Reconstruction. Such activities could include mill and hot-mix asphalt overlay and reconstruction. This analysis will be conducted with no constraints to budgets to identify all pavement projects based on the aforementioned PCI ranges for an 8-year duration. It is recommended that the Airport use this as a planning tool for future project development and prioritization. A policy table will help program the major rehabilitation work identified at the pavement Section-level based on current and predicted pavement PCI.

The Airport should consider the major rehabilitation work types of mill and overlay, PCC restoration, and reconstruction as planning-level classifications only. Additional design-level investigation in accordance to the FAA Advisory Circulars will be required to identify specific areas within each Section that are subject to reconstruction, mill and overlay, and PCC restoration. The work and budgets identified are intended for the planning-level, not the design-level. Areas identified as mill and overlay may, in fact, require select areas of reconstruction, should load-based distresses observed warrant it.

Opinion of Probable Construction Cost Planning

The Consultant will request and review local construction bid tabulations of historic (within the last 5 years) construction costs of airfield pavements at BUR. The Consultant will coordinate cost development efforts with a Cost Estimating Subconsultant, Connico. The Consultant will develop conceptual pavement sections based on a planning-level assumption of aircraft fleet mix and subgrade conditions. Pavement sections will be developed for flexible and rigid pavement and will be based on the application of the FAA Circular 150/5320-6G “Airport Pavement Design and Evaluation”. The conceptual pavement sections are intended for planning-level efforts and will not be a design-level determination. The maintenance and repair planning-level opinion of probable construction costs will be intended for planning purposes based on the conceptual pavement sections.

For the purpose of the APMS, the Consultant has no control over the cost of labor, materials, equipment, or over the Contractor’s methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs are based on the information known to Consultant at this time and represent only the Consultant’s judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable construction costs.

3.1.4 Budget Scenario Analysis

The Consultant will utilize PAVER to perform Budget Scenario Analysis to evaluate the Airport’s forecasted network-level PCI values after an 8-year period based on budgetary inputs. The following scenarios will be evaluated:

1. Unconstrained Funding
2. Current Funding (information provided by Airport)
3. Maintain Current Network-Level PCI
4. Funding Alternative 1
5. Funding Alternative 2
6. No Spending

3.1.5 Capital Improvement Program (CIP) Recommendations

The Consultant will develop an 8-Year Capital Improvement Program Recommendation plan that considers the Functional Condition, Structural Evaluation, and collected Geotechnical data. Additionally, the Consultant will request and review documents and/or applicable studies that may inform airfield pavement construction projects. The 8-Year CIP will be developed in a five (5) step process, inclusive of two (2) reviews by the Airport during two (2) in-person workshops as described in **Table 3.1.4**.

Table 3.1.4. CIP Development Process

Development Stage	Process	Coordination
Post-Evaluation Airfield Site Visit	1. Field Visit for up to two (2) days with P&D, ENG, OPS, and FAC to review results of Subtask 3.1.1 and 3.1.2. 2. Provide Post-Evaluation Map Tracker for Comments	**Airport Coordinates:** A. Feedback prior to field visit B. Access, Vehicle, and Escort
Initial CIP Based on Condition	1. Overlay of Data a. Functional b. Structural c. Geotechnical 2. Scope Area Phasing 3. Non-Pavement Consideration 4. Airport Priority *No sequencing, ROM costs*	**Airport Provided Input:** A. Planned Projects B. Hotspot / RIM Issues C. Geometry Studies D. Utility Study E. Drainage Study
Airport Workshop #1 ***Discussion and Prioritization***	1. Project Scope Discussion a. Eligibility b. Justification 2. Project Priority 3. Airport Department Input 4. Airport Stakeholder Considerations	A. Feedback on Initial Need B. Airport Prioritization C. Concurrence on Program Cost Assumptions D. Concurrence on Sequencing
Revised CIP Based on Condition and Airport Input	1. Scope Boundary Definition 2. Pavement Rehab/Recon Concept 3. Updated Geometry 4. Non-Pavement Factors	
Airport Workshop #2 ***Fine Tuning***	1. Concurrence on sequencing 2. Concurrence on project cost assumptions 3. Concurrence on CIP Narrative a. Eligibility b. Justification c. Budget Summary d. Work Code Identification	

Upon concurrence of the CIP recommendations, the Consultant will prepare an opinion of probable construction cost narrative for each project identified in the 8-year CIP recommendation.

3.2 REPORT

The Consultant will prepare an executive summary report and a comprehensive technical report document. The documents will be developed to collect the pertinent data associated with the APMS. Each document will be prepared for the Airport for review and acceptance for up to two (2) rounds of review and acceptance. The Consultant will prepare a Submittal Review Comment Form for Airport staff to use to organize comments and track resolutions of Airport review efforts.

3.2.1 Executive Summary Report

An Executive Summary Report will be prepared that recognizes a wide range of stakeholders with varying levels of technical expertise. It will summarize the efforts for the BUR APMS and will be highly visual and graphically stylized to communicate a summary of the program elements, pavement condition results, and major rehabilitation planning.

3.2.2 Technical Report

The Technical Report will consist of the technical documentation for each aforementioned task and an example of the expected report outline is shown in **Table 3.2.1**. This outline will be reviewed and revised with the Airport early in the project.

Table 3.2.1. Technical Report Elements

Major Section	Technical Communication	Content
Executive Summary	A brief summary of the results of the APMS, specific to condition results and Major Rehabilitation needs.	Table of Current Section-Level PCI Inventory Data Table of 8-Year Forecasted Section-Level PCI Table of Major Rehabilitation Need
Section 1 – Introduction / Overview	An introduction of APMS scope, background, FAA requirements, objective, technical purpose, and limitations.	
Section 2 – Methodology	A brief narrative of FAA requirements and methodology utilized for APMS effort.	Figure of Conceptual Life-Cycle of Pavement and Optimal Timing of Pavement Treatments in Consideration of Cost Increases
Section 3 – Airfield Pavement System Inventory	A summary of work history and Inventory data. Depict tabular data, figures, and charts intended to summarize System Inventory data.	Chart/Figure Pavement Area by Estimated Age Chart/Figure Pavement Area by Functional Use Chart/Figure Pavement Area by Surface Type Table of Pavement System Inventory Data Map of Work History Updates
Section 4 – Functional Evaluation	A summary of current and forecasted pavement conditions. Select narrative of Branch-level distress observations.	Chart/Figure Network-level analysis Chart/Figure Branch-level analysis Chart/Figure Section-level analysis Chart/Figure 8-Year Forecasted Section-Level PCI Table 8-Year Forecasted Section-Level PCI Map Current Section-Level PCI Map 8-Year Forecasted Section-Level PCI
Section 5 – Structural Evaluation	A narrative explaining method and limitations of PCR determination, estimated pavement layer strengths, and estimated remaining structural life.	Table of Assumed Aircraft Fleet Mix and Traffic Data Table of Subgrade Category Assumptions

Major Section	Technical Communication	Content
Section 6 – Localized Maintenance and Repair Planning	A narrative stating approach to localized M&R. Distress-Repair definition for AC and PCC.	Distress-Repair Tables Repair Planning-level Unit Cost Summary Airport-Specific Localized M&R Needs
Section 7 – Budget Scenario Analysis	A narrative of budget scenario simulation approach and CIP development.	Table Comparison of Budget Scenario Simulations Budget Based on Target Performance
Section 8 – Major Rehabilitation Planning / Capital Improvement Program Recommendations	A narrative stating approach for Major Rehabilitation for pavements at or below PCI 70. 8-year forecast of needs.	Table of 8-Year Forecasted Major Rehabilitation Needs Map of 8-Year Major Rehabilitation Needs
Section 9 – Conclusion	A narrative of recommended continued pavement condition monitoring and record-keeping.	
Appendix A – Airfield Pavement Analysis Tables		Table of System Inventory Data Table of Current PCI Inventory Data Table of 8-Year Forecasted PCI Data PAVER Branch Condition Report PAVER Section Condition Report
Appendix B – Airfield Pavement Localized Maintenance and Repair		Table of Current Localized M&R Need 1. Branch and Section 2. Surface Type and Age Rehabilitation Type, Area, Cost
Appendix C – Airfield Pavement Major Rehabilitation Planning		Table of 8-Year Forecasted Major Rehabilitation Need 1. Branch and Section 2. Surface Type and Age 3. Rehabilitation Type, Area, Cost
Appendix D – Technical Map Exhibits	Highly visual technical exhibits that depict the results of the APMS.	Airfield Pavement Network Definition Airfield Pavement System Inventory Work History Airfield Pavement Condition Index (Current) Airfield Pavement Condition Index (8-Year) Airfield Runway Pavement Classification Number Airfield Pavement CIP Recommendations (8-Year)
Appendix E – Inspection Photograph Documentation		2-Photographs Per Page, Each Photo Identifies Branch, Section, Sample Unit, and Observed Distresses
Appendix F – Inspection Distress Details		PAVER-Generated “Re-Inspection Report”
Appendix G – Condition at Last Inspection		Table of Section-Level Condition Results 1. Inventory 2. Distress Type Table of Section-Level Extrapolated Distresses
Appendix H – Standard PAVER Work History Report		PAVER Work History Report

The Consultant will utilize both AutoCAD Civil 3D and Esri ArcGIS Pro to develop Technical Exhibits for the Technical Report. The following describes the content of each exhibit:

1. *Airfield Pavement Network Definition Exhibit* – this exhibit will be a color graphic of the Network Definition showing Branch, Section, and Sample Units defined for the airport, based on field verification. Airport staff will be able to utilize the maps for future PCI Survey Inspections.

2. *Airfield Pavement System Inventory Work History Exhibit* – this exhibit will depict the major work history information provided by the Port as a color graphic using the Airfield Pavement Network Definition Exhibit as a base.

3. *Airfield Pavement Condition Index Exhibit* – this exhibit will depict color graphics of the resulting PCI Values and condition category as defined by ASTM. Annotation will consist of airfield pavement facilities' Branch, Section ID, Section Area-Weighted PCI Value, and Rating.

4. *Airfield Forecasted 8-Year Pavement Condition Index Exhibit* – this exhibit will depict color graphics of the resulting PCI Values and condition categories as defined by ASTM. Annotation will consist of airfield pavement facilities' Branch, Section ID, Section Area-Weighted PCI Value, and Rating for the forecasted value at the end of a 8-year duration.

5. *Airfield Runway Pavement Classification Rating Exhibit* – this exhibit will depict color graphics of the resulting PCR numerical value code, based on the results of the Technical Method as defined by FAA Advisory Circular 150/5335-5D.

6. *Airfield Pavement 8-Year Capital Improvement Program Recommendation Exhibit* – this exhibit will depict color graphics of the resulting Major Rehabilitation planning projects and/or activity ("M&R") identified based on current PCI Values and predicted PCI Values. Annotation will consist of airfield pavement facilities' Branch, Section ID, Section Area-Weighted PCI Value at time of M&R, and planning-level opinion of probable construction costs.

7. *Aircraft Routing Exhibit* – this exhibit will depict possible paths of travel for various aircraft based on structural data inputs and PCR values. The exhibits will show the Structural Index for each pavement section subject to NDT evaluations and if the selected aircraft presents an under-load, moderate overload, or overload scenario

3.2.3 Maintenance Manual

The Consultant will discuss and observe current maintenance practices with Authority maintenance personnel. Understanding the Authority's current practices will allow the Consultant to provide recommendations on periodic maintenance activities that can extend pavement life and optimize treatment sequencing.

The Consultant will develop a detailed operations and maintenance manual specific to BUR. The operations and maintenance manual will describe daily, weekly, monthly, and other periodic checks that can be performed by the Airport to optimize pavement life. The maintenance manual is intended to help guide the Authority in making timely pavement maintenance and repair decisions while allowing for an

estimation of Authority man-power requirements to complete the work. As part of the maintenance manual, the Consultant will develop guidance on technical specifications for pavement materials used in emergency repairs.

3.3 INTERACTIVE MAP APPLICATION

The Consultant will develop a non-proprietary Interactive Map Application that effectively communicates the results of the APMS. The map application will be dynamic in nature, allowing users to access data on multiple platforms. The map application will be highly graphical and give users access to PCI results, maintenance needs, and major rehabilitation recommendations. The interactive map application will be developed utilizing commercial off-the-shelf software (COTS), specifically ArcGIS Portal and/or ArcGIS Online. This effort assumes that the Airport will provide the Consultant access to the Airport's existing Esri ArcGIS Pro and ArcGIS Portal/Online system. The Consultant will provide APMS interactive map data for the Airport to host. The Consultant will not procure hardware or software on behalf of the Airport for hosting the interactive map application.

3.3.1 Creating GIS Elements using Esri ArcGIS Pro

The Consultant will utilize Esri ArcGIS Pro to utilize shapefiles (.shp) initially created from AutoCAD Civil 3D 2024 drawings (.dwg) with data results from PAVER in Microsoft Excel (.xlsx) to develop Esri Feature Class elements that retain geometric characteristics and the resultant analysis data. The Feature Class elements will be within a Geodatabase that considers the North American Datum of 1983 California State Plan Coordinate System. The Feature Class elements will be used for reporting pavement conditions and planning-level analysis; data will not be accurate for construction or final quantities. The GIS elements will be archived as a Map Package (.mpk) file.

3.3.2 Creating Web Application using the Airport's Esri ArcGIS Portal

The Consultant will utilize the aforementioned Map Package within ArcGIS Portal. This Scope of Work assumes that the Airport will have access to a 'Creator/GIS Professional'-level user account within the Airport's ArcGIS Portal. This Scope of Work assumes that the Airport will provide the Consultant up to two (2) 'Creator/GIS Professional'-level user accounts within the Airport ArcGIS Portal for the contract duration. ArcGIS Portal will be utilized to create a feature service that retains feature layers that convey the results of the APMS for this Scope of Work. The feature service will be subject to the approval and acceptance of the data by the Airport. The feature service will be the 'web map' utilized within the ArcGIS Portal 'Web Application Builder' to develop the 'web application'. The web application will be customized within the available COTS features. No customization, programming, coding, or software development will be performed within this Scope of Work. Should the Airport's ArcGIS Portal be unavailable to the Consultant, the Airport will provide access to the Airport's Esri ArcGIS Online system and provide adequate Esri ArcGIS Online credits to host the data; this may be up to one thousand (1,000) credits. The Consultant will not host the final Interactive Map Web Application for this APMS. The Consultant will not be responsible for fees associated with Esri ArcGIS Portal and/or ArcGIS Online account(s). **Table 3.3.2** defines the organization of data that will be provided in the Web Application deliverable

The Consultant will prepare a draft map application at the receipt of final round of draft report comments from the Airport. The Consultant will provide the Airport up to twenty (20) business days to review and provide feedback on draft map service application.

Table 3.3.2. Information for ArcGIS Portal Map Service

System Inventory Level	Feature Example	Attribute Data	Feature Type
Section	A defined area of pavement asset that is distinct by the following: Pavement Composition Construction Work History Aircraft Traffic	Airport Location ID Airport Name Branch Name Branch Identification Branch Use Section Identification Estimated Last Major Construction Work Date Surface Type AC -Asphalt Concrete AAC – Asphalt Concrete, overlaid APC – Asphalt Concrete overlaid on PCC PCC – Portland Cement Concrete Section Area (SF or SY) Last PCI Survey Inspection Date Last Inspected PCI Value Last Inspected PCI Category Percent Distress due to Climate Percent Distress due to Load Percent Distress due to Other Forecasted PCI Values (8-year) Forecasted PCI Category (8-Year) Major Rehabilitation Year Major Rehabilitation Treatment Type (Planning-Level) Planning-level Opinion of Probable Unit Construction Cost PCN Determination	*Polygons*
Section	Pavement Classification Rating	Pavement Characteristic by Aircraft Use 1. “No PCR Determined” 2. “Insufficient PCR” 3. “Overloaded” 4. “Sufficient PCR”	*Polygons*
Sample Unit	Sample Unit Inspected Sample Unit Not Inspected	Sample Unit Identification Pavement Surface Type Sample Unit Area	*Polygons*

TASK 3 – DELIVERABLES

Task Item	Deliverable
3.1 Analysis – Preliminary PCI and PCR	A. Technical Memorandum Summarizing Preliminary PCI and PCR Data (PDF)
3.1 Analysis – Draft Budget Scenario Analysis	B. One (1) Teleconference Meeting to discuss Budget Scenario Inputs. Attendance and Meeting Minutes (PDF)
3.1 Analysis – CIP Development	C. Initial CIP Based on Condition Exhibit (PDF) D. Airport Workshop #1 a. Presentation (PDF) b. Attendance of up to three (3) personnel c. Meeting Minutes (PDF) E. Revised CIP Exhibit (PDF) and Program Opinion of Probable Construction Cost (PDF) F. Airport Workshop #2 a. Presentation (PDF)

Task Item	Deliverable
	b. Attendance of up to three (3) personnel c. Meeting Minutes (PDF)
3.2 Draft Technical Report	G. Draft Technical Report (PDF) subject up to two (2) rounds of review, reasonable feedback, and revisions.
3.2 Draft Executive Summary Report	H. Draft Executive Summary Report (PDF) subject up to two (2) rounds of review, reasonable feedback, and revisions.
3.2 Draft Maintenance Manual	I. Draft Maintenance Manual (PDF) subject up to two (2) rounds of review, reasonable feedback, and revisions.
3.2 Final Reports	J. Executive Summary Report (PDF) K. Technical Report (PDF) L. Maintenance Manual (PDF)
3.3 Interactive Map Application Development	M. Esri ArcGIS Pro Map Package (.mpk) N. Draft Interactive Map Application subject to twenty (20) business days of review and reasonable detailed comments. O. Final Esri ArcGIS Portal Map on Airport system.

TASK 4 – TECHNICAL TRAINING

4.1 INTRODUCTION TO AIRPORT PAVEMENT MANAGEMENT SYSTEMS

The Consultant will prepare an in-person training module and related technical content for Airport focused on providing an introduction to fundamental pavement management system concepts. This training module will include topics related to pavement management system database structure, pavement inventory, work history and record reviews, pavement condition data, incorporation of traffic data, condition forecasting and modeling, maintenance and rehabilitation (M&R) planning, and budget scenario simulation. This training module will provide a foundation for subsequent training modules related to acquisition of functional and structural pavement condition data, use of PAVER pavement management software, reporting, and GIS integration.

4.2 INTRODUCTION TO PAVEMENT CONDITION INDEX SURVEYS

The Consultant will prepare an in-person training module and related technical content for Airport staff related to conducting pavement condition index surveys. The training module will review FAA Advisory Circular 150/5380-7B Guidelines and Procedures for Maintenance of Airport Pavements and ASTM D5340-20 Standard Test Method for Airport Pavement Condition Index Surveys. The training will provide information on the 17 flexible Asphalt Concrete and 16 rigid Portland Cement Concrete pavement distress types as identified by the ASTM D5340-20 standard. Distress information will consist of description, typical location, probable cause, measurement, and severity characteristics.

The training module is intended to educate Airport personnel on how PCI surveys are conducted and how this data is synthesized in pavement management systems and specifically in the PAVER software. The training module will cover how pre-inspection activities related to network definition lead to the execution of functional pavement condition evaluations. PCI survey performance will involve using the Airfield Pavement Network Definition and Intelligent Navigation Maps developed in previous tasks to select pavement sample units for survey. PCI calculations will be performed using a manual procedure and the PAVER software. The training will be structured for a one (1) day training with up to eight (8) hours of instruction. The Airport will coordinate access, escort, and closures (if necessary) for field demonstration.

4.3 REPORT AND WEB APPLICATION OVERVIEW

The Consultant will prepare an in-person training module and related technical content for Airport staff for the following Report Document Use and Interactive Web Application. This module will focus on providing an overview of report documentation, including a review and interpretation of section-level results and discussion of best practices. This training will also incorporate an Interactive Web Application tutorial focused on the user interface, reporting through the web application, and using query tools

TASK 4 – DELIVERABLES	
Task Item	**Deliverables**
4.1 Introduction to APMS	A. Presentation Material (PDF) B. Presentation
4.2 Introduction to PCI Surveys	C. Presentation Material (PDF) D. Presentation E. Field Demonstration
4.3 Report and Web Application Overview	F. Presentation Material (PDF) G. Presentation

TASK 5 – PROJECT ADMINISTRATION AND COORDINATION

5.1 MONTHLY INVOICING PACKAGES

The Consultant will prepare monthly invoicing packages for each task on a percentage-complete basis. Monthly invoicing packages will detail efforts completed during the month and will include a monthly progress report.

5.2 MONTHLY PROGRESS COORDINATION

The Consultant will host monthly progress meetings via teleconference (Microsoft Teams) with the Airport. The Consultant will prepare meetings minutes for each monthly meeting and distribute meeting minutes.

5.3 SUBCONSULTANT COORDINATION

The Consultant will coordinate work activities with the three (3) identified subconsultants. For purposes of this document, Consultant assumes a total of 80 hours of coordination.

TASK 5 – DELIVERABLES	
Task Item	**Deliverables**
5.1 Monthly Invoicing Packages	A. Monthly Invoices (PDF)
5.2 Monthly Progress Coordination	B. Monthly Progress Meetings and Minutes (PDF)

EXHIBIT B
Fee Schedule

Burbank-Glendale-Pasadena Airport Authority

AIRPORT PAVEMENT MANAGEMENT SYSTEM ENGINEERING SERVICES
HOLLYWOOD BURBANK AIRPORT - PROJECT NUMBER E25-05

		Kimley-Horn and Associates, Inc.											Subconsultants							
197.39%	Overhead%	Tim Miller	Katherine Keegan	Pearse Melvin	Sr. Professional II	Sr. Professional I	Professional	Analyst II	Analyst I	Project Support	Kimley-Horn Total Hours	Kimley-Horn Total Costs	Connico Hours	Connico Costs Total Costs	CTI Hours	CTI Total Costs	QES Hours	QES Total Costs	TOTAL PROJECT HOURS	TOTAL PROJECT COSTS
	Name																			
	Category/Title	Project Manager	QC/QA Manager	Principal-in-Charge																
196.29%	Overhead% w/o FCCM																			
10%	Fee%																			
	Direct Rate	$84.34	$117.56	$114.18	$98.30	$78.92	$70.48	$59.18	$51.15	$40.45										
	Billing Rate	$275.81	$384.44	$373.39	$321.46	$258.08	$230.48	$193.53	$167.27	$132.28										
Task 1	**Program Administration**	**80**	**5**			**32**	**134**	**160**	**136**		**547**	**$ 122,643.76**			**12**	**$ 1,225.63**	**8**	**$ 926.53**	**567**	**$ 124,795.92**
1.1	Request for Information and Review														2	$ 204.27			2	$ 204.27
	Record Documentation Review	12				4	16	40			72	$ 15,770.95							72	$ 15,770.95
	RFI Summary Memorandum	2	1				8				11	$ 2,779.92							11	$ 2,779.92
1.2	Technical Work Plan														2	$ 204.27			2	$ 204.27
	Work Plan Development	12	1				16				29	$ 7,381.87							29	$ 7,381.87
	Work Plan Revisions Based on one (1) round of reviews	2	1				4				7	$ 1,857.99							7	$ 1,857.99
1.3	Program Kick-off Meeting and Staff Interviews														4	$ 408.54			4	$ 408.54
	Technical Agenda, Presentation Development, Travel	16				12	10	10			48	$ 11,750.05							48	$ 11,750.05
	Kick-Off Attendance and Meeting Minutes	2				2	2	2			8	$ 1,915.81							8	$ 1,915.81
	Staff Interviews and Pre-Evaluation Site Walk	4				4	4	4			16	$ 3,831.62							16	$ 3,831.62
1.4	Airfield Pavement System Inventory Update																			
1.4.1	PAVER Database Integration and Calibration	1					4	20			25	$ 5,068.34							25	$ 5,068.34
	Work History Updates	1					4	8			13	$ 2,745.98							13	$ 2,745.98
1.4.2	Airfield Pavement Network Definition	2					12		60		74	$ 13,353.62							74	$ 13,353.62
1.4.3	Geographic Information System (GIS) Model Development and Data Collection Tools	2					8	40			50	$ 10,136.67							50	$ 10,136.67
	PAVER GIS Feature Assignment Updates	1	1				6		12		20	$ 4,050.39							20	$ 4,050.39
	Web Application "Pre-Evaluation Map of Known Issues", "PCI Data Collection Tracker"	1	1				4		8		14	$ 2,920.35							14	$ 2,920.35
	KMZ Package "Data Collection Program"	1					2		8		11	$ 2,074.94							11	$ 2,074.94
1.5	Traffic Operations Assessment																			
	Review Traffic Operations	1				2	4		8		15	$ 3,052.07							15	$ 3,052.07
	Develop Utilization and Fleet Mix	2				8	12		40		62	$ 12,072.89							62	$ 12,072.89
1.6	Airport Badging														4	$ 408.54	8	$ 826.53	12	$ 1,235.07
	Step 1 Fingerprinting/Background Check (4 KH, 1 CTI, 1 QES)	8					8	16			32	$ 7,146.80							32	$ 7,146.80
	Step 2 Computer-Based Training (4 KH, 1 CTI, 1 QES)	10					10	20			40	$ 8,933.51							40	$ 8,933.51
	Expenses by Task (kickoff travel, badging)											*$ 5,800.00*						*$ 100.00*		*$ 5,900.00*
Task 2	**Data Collection**	**108**	**33**			**106**	**208**	**370**	**182**		**1007**	**$ 269,120.41**			**196**	**$ 72,771.33**	**90**	**$ 29,032.82**	**1293**	**$ 370,924.56**
2.1	Construction Site Security Plan (CSSP) / Inspection Phasing Plan Development																			
	Inspection Phasing Plan	2	1			4	12		16		35	$ 7,410.51							35	$ 7,410.51
	Coordination with Airport	4				4					8	$ 2,135.56							8	$ 2,135.56
2.2	Pavement Condition Index (PCI) Evaluation																			
2.2.1	Primary PCI Data Collection																			
	Mobilize/demobilize to site (12 staff: 9 PCI/1 QC/1 sub supervision - 2 trips)	8	8			8	16	40	16		96	$ 21,451.92								
	Night Inspections (9 staff, 6 nights, 10 hr/shift)	60				60	120	180	120		540	$ 114,599.23							540	$ 114,599.23
	Day Inspections (6 staff, 3 days, 10 hr/shift)	30				30	60	30	30		180	$ 40,669.72							180	$ 40,669.72
2.1.2	Quality Assurance and Quality Control PCI Surveys (1 staff, 2 nights)	4	24								28	$ 10,329.88							28	$ 10,329.88
2.3	Nondestructive Testing (NDT)																90	$ 9,137.62	90	$ 9,137.62
	Field Escort/Supervision (1 staff, 5 nights)							50			50	$ 9,676.49							50	$ 9,676.49
2.4	Geotechnical Investigation														196	$ 21,371.33			196	$ 21,371.33
	Field Escort/Supervision (1 staff, 3 nights/4 days), Part 1							40			40	$ 7,741.19							40	$ 7,741.19
	Field Escort/Supervision (1 staff, 2 nights/3 days), Part 2							30			30	$ 5,805.90								
	Expenses by Task (travel, hotel, per diem, equipment)											*$ 49,300.00*				*$ 51,400.00*		*$ 19,895.20*		*$ 120,595.20*
Task 3	**Analysis and Reporting**	**99**	**18**	**4**	**38**	**58**	**218**	**316**		**36**	**787**	**$ 185,765.60**	**104**	**$ 18,590.14**	**36**	**$ 3,201.50**	**291**	**$ 48,092.00**	**1218**	**$ 255,649.24**
3.1	Analysis														12	$ 1,225.63			12	$ 1,225.63
3.1.1	Functional Analysis																			
	PAVER Entry, PCI Determiniation, Distress Analysis	2					16	24			42	$ 8,884.06							42	$ 8,884.06
	Performance Modeling	2					20				22	$ 5,161.28							22	$ 5,161.28
	Technical Exhibits	2						16			18	$ 3,648.09							18	$ 3,648.09
3.1.2	Structural Evaluation																291	$ 48,092.00	291	$ 48,092.00
	QC of Structural Report	4					8				12	$ 2,947.10							12	$ 2,947.10
	Technical Exhibits	2					4	16			22	$ 4,570.03							22	$ 4,570.03
3.1.3	Maintenance, Repair, Rehabilitation, and Reconstruction Planning												104	$ 18,590.14					104	$ 18,590.14
	Localized M&R Policies	1					2				3	$ 736.77							3	$ 736.77
	Major Rehabilitation Policies	1					2				3	$ 736.77							3	$ 736.77
	Planning-Level Unit Cost Development QC	1	1				2				4	$ 1,121.22							4	$ 1,121.22
3.1.4	Budget Scenario Analysis	1	1			4	8				14	$ 3,536.45							14	$ 3,536.45
3.1.5	Capital Improvement Program (CIP) Recommendations																			
	Post-Evaluation Site Visit	8			8	8	8				32	$ 8,686.67							32	$ 8,686.67
	Initial CIP Based on Condition	8	2	1	8	12	20	20			71	$ 17,497.67							71	$ 17,497.67
	Workshop #1 - Discussion and Prioritization (In Person)	10			10	10					30	$ 8,553.51							30	$ 8,553.51
	Revised CIP Based on Airport Input	6				12	16				34	$ 8,439.58							34	$ 8,439.58
	Workshop #2 - Fine Tuning (In Person)	12			12	12					36	$ 10,264.21							36	$ 10,264.21
	Finalize CIP Recommendations	4	2	1			12				19	$ 5,011.30							19	$ 5,011.30
3.2	Report														24	$ 1,975.87			24	$ 1,975.87
3.2.1	Executive Summary																			
	Draft	4	2	1				12		8	27	$ 5,626.10							27	$ 5,626.10
	Final	2	1					4		2	9	$ 1,974.74							9	$ 1,974.74
3.2.2	Technical Report																			
	Draft	8	2	1			24	80		12	127	$ 25,950.07							127	$ 25,950.07
	Final	4	1				8	36		4	53	$ 10,827.73							53	$ 10,827.73
3.2.3	Maintenance Manual																			
	Draft	4	2				8	20		8	42	$ 8,644.81							42	$ 8,644.81
	Final	2	1				2	4		2	11	$ 2,435.70							11	$ 2,435.70
3.3	Interactive Map Application																			
3.3.1	Creating GIS Elements using Esri ArcMap																			
	PAVER Extraction							8			8	$ 1,548.24							8	$ 1,548.24
	Geodatabase Development	1					8	12			21	$ 4,442.03							21	$ 4,442.03
	Inventory, Conditions, Inspection Data						8	12			20	$ 4,166.22							20	$ 4,166.22
	Inspection Photos, Forecasted Conditions						8	12			20	$ 4,166.22							20	$ 4,166.22
	Aircraft Routing Tool	2	1				8	20			31	$ 6,650.52							31	$ 6,650.52
3.3.2	Creating Web Application using the Airport's Esri ArcGIS Portal																			
	Interactive Map Application - Draft and Review with Staff	4					6	8			18	$ 4,034.37							18	$ 4,034.37
	Interactive Map Application User's Guide	1					10				11	$ 2,580.64							11	$ 2,580.64
	Interactive Map Application Finalization	1					10				11	$ 2,580.64							11	$ 2,580.64
	Esri ArcGIS Pro Package	1	1					4			6	$ 1,434.37							6	$ 1,434.37
	KMZ Data - Inventory, Condition, Forecast, CIP, and PCR	1	1					8			10	$ 2,208.49							10	$ 2,208.49
	Expenses by Task (travel, 3 people, 2 workshops)											*$ 6,700.00*								*$ 6,700.00*

Burbank-Glendale-Pasadena Airport Authority

AIRPORT PAVEMENT MANAGEMENT SYSTEM ENGINEERING SERVICES
HOLLYWOOD BURBANK AIRPORT - PROJECT NUMBER E25-05

		Kimley-Horn and Associates, Inc.											Subconsultants							
197.39% Overhead%	Name	Tim Miller	Katherine Keegan	Pearse Melvin	Sr. Professional II	Sr. Professional I	Professional	Analyst II	Analyst I	Project Support	Kimley-Horn Total Hours	Kimley-Horn Total Costs	Connico Hours	Connico Costs Total Costs	CTI Hours	CTI Total Costs	QES Hours	QES Total Costs	TOTAL PROJECT HOURS	TOTAL PROJECT COSTS
196.29% Overhead% w/o FCCM	Category/Title	Project Manager	QC/QA Manager	Principal-in-Charge																
10% Fee%	Direct Rate	$84.34	$117.56	$114.18	$98.30	$78.92	$70.48	$59.18	$51.15	$40.45										
	Billing Rate	$275.81	$384.44	$373.39	$321.46	$258.08	$230.48	$193.53	$167.27	$132.28										
Task 4	**Technical Training**	**18**	**3**				**24**	**48**			**93**	**$ 22,338.90**							**93**	**$ 22,338.90**
4.1	Introduction to Airport Pavement Management Systems																			
	Material and Presentation Development	4	1				6	16			27	$ 5,967.05							27	$ 5,967.05
	In-Person Presentation	2					2				4	$ 1,012.58							4	$ 1,012.58
4.2	Introduction to Pavement Condition Index Surveys																			
	Material and Presentation Development	4	1				6	16			27	$ 5,967.05							27	$ 5,967.05
	In-Person Presentation	2					2				4	$ 1,012.58							4	$ 1,012.58
4.3	Report and Web Application Overview																			
	Material and Presentation Development	4	1				6	16			27	$ 5,967.05							27	$ 5,967.05
	In-Person Presentation	2					2				4	$ 1,012.58							4	$ 1,012.58
	Expenses by Task (travel, 1 session, 2 people)											*$ 1,400.00*								*$ 1,400.00*
Task 5	**Project Administration and Coordination**	**46**					**30**	**8**		**32**	**116**	**$ 25,382.82**							**116**	**$ 25,382.82**
5.1	Monthly Invoicing Packages	8						8		24	40	$ 6,929.40							40	$ 6,929.40
5.2	Monthly Progress Teleconference	8								8	16	$ 3,264.70							16	$ 3,264.70
5.3	Subconsultant Coordination	30					30				60	$ 15,188.72							60	$ 15,188.72
	Expenses by Task																			
	TOTAL HOURS	**351**	**59**	**4**	**38**	**196**	**614**	**902**	**318**	**68**	**2550**		**104**		**244**		**389**		**3287**	
	Subtotal Labor:	**$96,808.55**	**$22,682.17**	**$1,493.56**	**$12,215.47**	**$50,584.35**	**$141,516.56**	**$174,563.92**	**$53,191.93**	**$8,994.98**		**$ 562,051.48**		**$ 18,590.14**		**$ 25,798.46**		**$ 58,056.15**		**$ 664,496.23**
	TOTAL OTHER DIRECT COSTS											**$ 63,200.00**				**$ 51,400.00**		**$ 19,995.20**		**$ 134,595.20**
	TOTAL COST:											**$ 625,251.48**		**$ 18,590.14**		**$ 77,198.46**		**$ 78,051.35**		**$ 799,091.43**

Burbank-Glendale-Pasadena Airport Authority

AIRPORT PAVEMENT MANAGEMENT SYSTEM ENGINEERING SERVICES

HOLLYWOOD BURBANK AIRPORT

PROJECT NUMBER E25-05

			CONNICO, LLC									
		Name	Sri Kumar	Charl Neser	Michael Feeney, PE	Cost Specialist	Analyst 3	Analyst 2	Analyst 1	Director, Administration	Total Hours	Total Costs
178.98%	Overhead %	Category/Title	Principal	Director	Cost Specialist							
10%	Fee%	Direct Rate	$100.96	$95.92	$70.68	$70.68	$55.52	$45.43	$40.38	$73.20		
		Billing Rate	$309.82	$294.35	$216.89	$216.89	$170.39	$139.43	$123.93	$224.62		
Task 1	**Program Administration**											
Task 2	**Data Collection**											
Task 3	**Analysis and Reporting**		**2**	**2**	**8**	**32**		**56**		**4**	**104**	**$ 18,590.14**
3.1	Analysis											
3.1.1	Functional Analysis											
3.1.2	Structural Evaluation											
3.1.3	Maintenance, Repair, Rehabilitation, and Reconstruction P		2	2	8	32		56		4	104	$ 18,590.14
3.1.4	Budget Scenario Analysis											
3.1.5	Capital Improvement Program (CIP) Recommendations											
3.2	Report											
3.2.1	Executive Summary Report											
3.2.2	Technical Report											
3.3	Interactive Map Application											
3.3.1	Creating GIS Elements using Esri ArcMap											
3.3.2	Creating Web Application using the Port's Esri ArcGIS Por											
Task 4	**Technical Training**											
Task 5	**Project Administration and Coordination**											
	TOTAL HOURS		**2**	**2**	**8**	**32**		**56**		**4**	**104**	
	Subtotal Labor:		**$619.63**	**$588.70**	**$1,735.10**	**$6,940.40**		**$7,807.82**		**$898.48**		**$ 18,590.14**
	TOTAL COST:											**$ 18,590.14**

Burbank-Glendale-Pasadena Airport Authority
AIRPORT PAVEMENT MANAGEMENT SYSTEM ENGINEERING SERVICES
HOLLYWOOD BURBANK AIRPORT
PROJECT NUMBER E25-05

			CALIFORNIA TESTING & INSPECTIONS						
		Name	John Martin	Field Technician G-1	Field Technician G-2	Laboratory Technician	Admin Support	Total Hours	Total Costs
68.82%	Overhead %	Category/Title	Principal Engineer						
10%	Fee%	Direct Rate	$55.00	$64.18	$65.96	$25.00	$23.00		
		Billing Rate	$102.14	$119.18	$122.49	$46.43	$42.71		
Task 1	**Program Administration**		**12**					**12**	**$ 1,225.63**
1.1	Request for Information and Review		2					2	$ 204.27
1.2	Technical Work Plan		2					2	$ 204.27
1.3	Program Kick-off Meeting and Staff Interviews		4					4	$ 408.54
1.4	Airfield Pavement System Inventory Update								
1.4.1	PAVER Database Update and Calibration								
1.4.2	Airfield Pavement Network Definition								
1.4.3	Geographic Information System (GIS) Model Development and Data Collection Tools								
1.5	Construction Site Security Plan (CSSP) Development								
1.6	Airport Badging		4					4	$ 408.54
Task 2	**Data Collection**		**60**	**60**	**60**	**16**		**196**	**$ 21,371.33**
2.1	Functional Data Collection / PCI Surveys								
2.1.1	Primary PCI Data Collection								
2.1.2	Quality Assurance and Quality Control PCI Surveys								
2.2	Nondestructive Testing (NDT)								
2.3	Geotechnical Investigation		60	60	60	16		196	$ 21,371.33
Task 3	**Analysis and Reporting**		**28**				**8**	**36**	**$ 3,201.50**
3.1	Analysis		12					12	$ 1,225.63
3.1.1	Functional Analysis								
3.1.2	Structural Evaluation								
3.1.3	Maintenance, Repair, Rehabilitation, and Reconstruction P								
3.1.4	Budget Scenario Analysis								
3.1.5	Capital Improvement Program (CIP) Recommendations								
3.2	Report		16				8	24	$ 1,975.87
3.2.1	Executive Summary Report								
3.2.2	Technical Report								
3.3	Interactive Map Application								
3.3.1	Creating GIS Elements using Esri ArcMap								
3.3.2	Creating Web Application using the Port's Esri ArcGIS Por								
Task 4	**Technical Training**								
Task 5	**Project Administration and Coordination**								
	TOTAL HOURS		**100**	**60**	**60**	**16**	**8**	**244**	
	Subtotal Labor:		**$10,213.61**	**$7,151.01**	**$7,349.34**	**$742.81**	**$341.69**		**$ 25,798.46**
	Other Direct Costs								**$ 51,400.00**
	Driller - Martini Drilling								$ 32,000.00
	Coring - Rick Concrete Coring								$ 12,500.00
	Core testing								$ 3,000.00
	CBR								$ 2,700.00
	Sieve Analysis								$ 1,200.00
	TOTAL COST:								**$ 77,198.46**

Burbank-Glendale-Pasadena Airport Authority
AIRPORT PAVEMENT MANAGEMENT SYSTEM ENGINEERING SERVICES
HOLLYWOOD BURBANK AIRPORT
PROJECT NUMBER E25-05

		Quality Engineering Solutions, Inc.							
	Name	Douglas Frith	Carlos Cary	Staff Engineer	FWD Operator	Senior Technician	Admin Support	Total Hours	Total Costs
159.70%	Overhead % / Category/Title	Principal Engineer	Senior Engineer						
12%	Fee% / Direct Rate	$90.76	$71.26	$35.52	$32.56	$28.70	$37.06		
	Billing Rate	$263.99	$207.27	$103.32	$94.71	$83.48	$107.80		
Task 1	**Program Administration**			**8**				**8**	**$ 826.53**
1.1	Request for Information and Review								
1.2	Technical Work Plan								
1.3	Program Kick-off Meeting and Staff Interviews								
1.4	Airfield Pavement System Inventory Update								
1.4.1	PAVER Database Update and Calibration								
1.4.2	Airfield Pavement Network Definition								
1.4.3	Geographic Information System (GIS) Model Development and Data Collection Tools								
1.5	Construction Site Security Plan (CSSP) Development								
1.6	Airport Badging			8				8	$ 826.53
Task 2	**Data Collection**	**2**		**32**	**56**			**90**	**$ 9,137.62**
2.1	Functional Data Collection / PCI Surveys								
2.1.1	Primary PCI Data Collection								
2.1.2	Quality Assurance and Quality Control PCI Surveys								
2.2	Nondestructive Testing (NDT)	2		32	56			90	$ 9,137.62
2.3	Geotechnical Investigation								
Task 3	**Analysis and Reporting**	**8**	**180**			**100**	**3**	**291**	**$ 48,092.00**
3.1	Analysis								
3.1.1	Functional Analysis								
3.1.2	Structural Evaluation	8	180			100	3	291	$ 48,092.00
3.1.3	Maintenance, Repair, Rehabilitation, and Reconstruction P								
3.1.4	Budget Scenario Analysis								
3.1.5	Capital Improvement Program (CIP) Recommendations								
3.2	Report								
3.2.1	Executive Summary Report								
3.2.2	Technical Report								
3.3	Interactive Map Application								
3.3.1	Creating GIS Elements using Esri ArcMap								
3.3.2	Creating Web Application using the Port's Esri ArcGIS Por								
Task 4	**Technical Training**								
Task 5	**Project Administration and Coordination**								
	TOTAL HOURS	**10**	**180**	**40**	**56**	**100**	**3**	**389**	
	Subtotal Labor:	**$2,639.90**	**$37,308.83**	**$4,132.63**	**$5,303.54**	**$8,347.86**	**$323.39**		**$ 58,056.15**
	Other Direct Costs								**$ 19,995.20**
	Hotel Stay								$ 1,537.20
	Per Diem								$ 592.00
	HWD Mobilization (922 miles @ $3.00/mile)								$ 2,766.00
	HWD Testing Equipment (5 days @ $3,000/day)								$ 15,000.00
	Badging Fees (Estimated)								$ 100.00
	TOTAL COST:								**$ 78,051.35**

Other Direct Costs Breakdown

Task	Item	Description	Qty	Cost	Total Cost
1.3	Travel	Airfare to/from site (4 staff)	4	$ 500	$ 2,000
	Travel	Local transfer to/from airport (4 staff)	4	$ 100	$ 400
	Per Diem	One day (75%) (4 staff)	4	$ 65	$ 258
1.6	Per Diem	One day (75%) (4 staff)	4	$ 65	$ 258
	Badging	Badge application (4 staff)	4	$ 100	$ 400
	Travel	Airfare to/from site (4 staff)	4	$ 500	$ 2,000
	Travel	Transfer to/from airport (4 staff)	4	$ 100	$ 400
2.2	Travel	Airfare to/from site (12 staff)	12	$ 500	$ 6,000
	Travel	Local transfer to/from airport (12 staff)	12	$ 100	$ 1,200
	Hotel	Hotel, Night Shifts (9 staff, 6 nights/7 days)	63	$ 220	$ 13,860
	Hotel	Hotel, Day Shifts (6 staff, 3 nights/4 days)	24	$ 220	$ 5,280
	Hotel	Hotel, QC Shifts (1 staff, 2 nights/3 days)	3	$ 220	$ 660
	Hotel	Hotel, Sub Escort Shifts (1 staff, 2 trips, 10 nights/12 days)	12	$ 220	$ 2,640
	Per Diem	Night Inspections (9 staff, 6 nights/7 days)	63	$ 86	$ 5,418
	Per Diem	Day Inspections (6 staff, 3 days)	18	$ 86	$ 1,548
	Per Diem	QC Inspections (1 staff, 2 nights/3 days)	3	$ 86	$ 258
	Per Diem	Sub escort/supervision (1 staff, 2 trips, 8 nights/10 days)	10	$ 86	$ 860
	Equipment	Rental equipment: 3 trucks (2 weeks)	3	$ 2,000	$ 6,000
	Equipment	Rental equipment: 3 light towers (2 weeks)	3	$ 1,500	$ 4,500
	Equipment	Fuel, hitches	1	$ 1,000	$ 1,000
3.1	Travel	Post Evalution Site Visit: Airfare (4 staff)	4	$ 500	$ 2,000
	Travel	Post Evalution Site Visit: Local Transfer (4 staff)	4	$ 100	$ 400
	Per Diem	Post Evalution Site Visit: One day (75%) (4 staff)	4	$ 65	$ 258
	Travel	CIP Workshop 1: Airfare (3 staff)	3	$ 500	$ 1,500
	Travel	CIP Workshop 1: Local Transfer (3 staff)	3	$ 100	$ 300
	Per Diem	CIP Workshop 1: One day (75%) (3 staff)	3	$ 65	$ 194
	Travel	CIP Workshop 2: Airfare (3 staff)	3	$ 500	$ 1,500
	Travel	CIP Workshop 2: Local Transfer (3 staff)	3	$ 100	$ 300
	Per Diem	CIP Workshop 2: One day (75%) (3 staff)	3	$ 65	$ 194
4.1	Travel	Training: Airfare (2 staff)	2	$ 500	$ 1,000
	Travel	Training: Local Transfer (2 staff)	2	$ 100	$ 200
	Per Diem	Training: One day (75%) (2 staff)	2	$ 65	$ 129

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 Commercial and Auto liability 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
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 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, 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 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)];

11. 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, 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. 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.

7. <u>Disadvantaged Business Enterprises</u>

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.

8. 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.

9. 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.

10. 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.

11. Certification Regarding Lobbying

A. The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. 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.

13. 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)].

14. 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.

15. 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.

ADVERTISING PROGRAM AND INTERNET PROTOCOL TELEVISION CONCESSION AGREEMENT

FOR

HOLLYWOOD BURBANK AIRPORT

BETWEEN

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

AND

CLEAR CHANNEL OUTDOOR, AIRPORTS DIVISION

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:	November 17, 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:	Clear Channel Airports, Inc. d/b/a Clear Channel Outdoor, Airports Division 7450 Tilghman Street, Suite 104 Allentown, PA 18106	
Display Locations	As depicted in Exhibit A	Exhibit A
Expiration Date:	8th 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 Fee Commencement Date:	RPT Opening Date	Section 5.2
Base Fee:	• First Partial Fiscal Year: Gross Revenue Share • Each Fiscal Year: the greater of (i) Gross Revenue Share or (ii) MAG • Final Partial Fiscal Year: the greater of (i) Gross Revenue Share or (ii) prorated MAG	Section 5.2
MAG	• First Full Fiscal Year: $1,182,500 • Second full Fiscal Year and thereafter: 105% of MAG for the preceding Fiscal Year	Section 5.2
Gross Revenue Share:	60% of Gross Revenues	Section 5.2
Base Fee 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 Fee Report: fifteenth day after the close of each month • Annual Fee 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
Additional Fees:	Employee parking fees, utility charges, trash removal and recycling charges as applicable, and all other amounts (other than Base Fee) 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
Minimum Capital Investment:	$1 million	Section 18.1
Build-Out Deadline:	With respect to each Display Installation or Ancillary Installation, the earlier of: (i) 30 days from the date on which a Notice to Proceed is issued for work at the related Display Location or Ancillary Location, as applicable; or (ii) 60 days before the RPT Opening Date.	Article 1, Section 10.3
Activation Delay Damages:	If Concessionaire fails to have all installations for the Advertising Program fully operational by RPT Opening Date (except for minor portions as approved by the Authority), $2,800 per day	Section 12.3
Exhibits:	A – DISPLAY INSTALLATIONS AND LOCATIONS B – ANCILLARY INSTALLATIONS AND LOCATIONS C – ADVERTISEMENT GUIDELINES D – CONCESSIONAIRE PROPOSAL E – FEDERAL REQUIREMENTS	

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ADVERTISING PROGRAM AND INTERNET PROTOCOL TELEVISION CONCESSION AGREEMENT

THIS ADVERTISING PROGRAM AND INTERNET PROTOCOL TELEVISION CONCESSION AGREEMENT ("Agreement") is dated November 17, 2025, for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Clear Channel Airports, Inc., a Pennsylvania corporation doing business as Clear Channel Outdoor, Airports Division.

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. The Authority is constructing a replacement passenger terminal ("RPT") with an anticipated opening date of October 13, 2026.

C. The opening of the RPT includes the opportunity for airport advertising and internet protocol television ("IPTV") within the RPT and additional locations identified in this Agreement.

D. Concessionaire desires to develop, manage and operate an IPTV system ("IPTV System") and an advertising program ("Advertising Program") in designated areas ("Display Locations") at the Airport.

E. The Authority desires to grant Concessionaire the right to develop, manage, and operate an IPTV System and an Advertising Program at the Display Locations.

F. 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 Display Location (or ADL)	As defined in Section 16.1.
Additional Fees	Any amount owed to the Authority pursuant to this Agreement, other than Base Fee.

Advertising Display	A medium of communication installed and maintained for advertising (including signs, posters, dioramas, banners, wall wraps, other mounted or stand-alone displays, rotating displays, video systems and any other apparatus).
Advertising Display Location	A location at the Airport where Concessionaire has a revocable license to make installations for an Advertising Display as specified in Exhibit A.
Advertising Program	Program operated by Concessionaire to advertise to the traveling public and other users of the Airport through the Advertising Displays.
Advertisement Guidelines	The advertisement guidelines set forth in Exhibit C.
Airport	Hollywood Burbank Airport (officially known as Bob Hope Airport).
Airport Directory Displays	As defined in Section 11.5.
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 Installation	Any equipment, hardware, structure, wiring or other installation placed by Concessionaire at an Ancillary Location to support the operation of the Advertising Displays or the IPTV System at one or more Display Locations.
Ancillary Location	A location at the Airport where Concessionaire has a revocable license to install an Ancillary Installation as specified in Exhibit B.
Annual Concession Fee Report	As defined in Section 5.4(a).
Approved Improvement Project	Planned but not completed Concession 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 Fee	As defined in Section 5.2.
Build-Out Deadline	With respect to each Display Installation or Ancillary Installation, the earlier of: (i) 30 days from the date on which a Notice to Proceed is issued for work at the related Display Location or Ancillary Location, as applicable; or (ii) 60 days before the RPT Opening Date.
Capital Investment Report	Report described in Section 18.4.
Concession Fee	Collectively, Base Fee and Additional Fees.
Concession Period	From the RPT Opening Date to 11:59 p.m. on the Expiration Date or any earlier termination date.
Concessionaire	Clear Channel Airports, Inc. d/b/a Clear Channel Outdoor, Airports Division.
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.
Concession Improvements	Installations (including Display Installations and Ancillary Installations) made by Concessionaire that are affixed to a Display Location or an Ancillary Location.
Default Event	As defined in Section 13.1.
Display Installation	Any equipment, hardware, structure, wiring or other installation placed by Concessionaire at a Display Location.
Display Location	As applicable, either an Advertising Display Location or an IPTV Display Location.
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), which shall be the eighth anniversary of the RPT Opening Date.
FAA	Federal Aviation Administration.

Federal Requirements	The federal requirements set forth in Exhibit E, which requirements are applicable to contracts not funded by an Airport Improvement Program grant from the FAA.
Final Full 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 Full 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.
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 charges, fees or other revenues charged by Concessionaire for all services and advertising at or relating to the Advertising Program and the IPTV System, including deposits received and not refunded to customers. Charges and fees shall include all revenues received or realized by or accruing to Concessionaire and the value of all "in kind" goods or services received from all sales, for cash or credit, or all goods and services provided including all fees received by Concessionaire from subcontractors or agents, regardless of when or where the order therefore is received or delivered, whether on a cash basis or credit. Amounts received for any transaction on a deferred or periodic payment basis shall be treated as Gross Revenues upon the earlier of (a) the due date for the payment of such amount to Concessionaire under the underlying agreement, whether or not such amounts are paid on or before such due date, or (b) the actual receipt of such amount by Concessionaire. In the event that any amounts due on a deferred or periodic basis are determined by the Authority not to be payable on a reasonable pro rata basis over the term of the underlying agreement, the total amounts due under the underlying agreement shall be deemed to be Gross Revenues at the time the underlying agreement is entered into. The following shall be excluded from Gross Revenues: (1) advertising agency commission fees; (2) the amounts of any federal, state or municipal sales taxes or other similar taxes separately stated and collected from customers now or hereafter levied or imposed and paid to the taxing authorities by Concessionaire; and (3) any amounts payable under any contract between Concessionaire or any of its customers after the termination of such contract, except to the extent any such amounts are received by Concessionaire after such termination.
Initial Installations	As specified in Section 10.3(a).
Initial Improvements	Initial Installations that are affixed to an Airport location and, thus, are also Concession Improvements.
Installation Plan	Concessionaire's plan to make installations at the Display Locations and the Ancillary Locations, as approved by the Authority.
IPTV	Internet protocol television, being the delivery of video programming over an internet protocol network.

IPTV Content Provider	A third-party provider of programming and content delivered through the IPTV System.
IPTV Display Location	A location at the Airport where Concessionaire has a revocable license to make installations for IPTV as specified in Exhibit A.
IPTV System	System operated by Concessionaire to deliver IPTV to the traveling public and other users of the Airport at the IPTV Display Locations.
MAG (Minimum Annual Guarantee)	During the Concession Period, the minimum dollar amount of Base Fee for a Fiscal Year, as further described in Section 5.2(c).
Minimum Capital Investment	As defined in Section 18.1.
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 Concession Fee Report	The monthly report due pursuant to Section 5.2(e).
Net Book Value of Eligible Improvements	As defined in Section 16.6.
New Concession Improvements	As defined in Section 19.1.
Notice for ADL	As defined in Section 16.1.
Notice to Proceed	The written notice to Concessionaire by which the Authority allows Concessionaire to commence work on a Display Installation or an Ancillary Installation.
Performance Guarantee	As defined in Article 6.
Pre-Concession Period	As defined in Section 2.2.
Proposal	Concessionaire's August 28, 2025 proposal in response to the RFP, set forth in Exhibit D.
Qualified Investments	As defined in Section 18.5.
Removable Fixtures	Trade fixtures or equipment installed by Concessionaire at a Display Location or an Ancillary Location, but excluding those that have become such a part of the Airport property that they cannot be removed without causing substantial damage to the property.
RFP (Request for Proposal)	Authority RFP No. ADM25-03.

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.
Subcontract	Contract between Concessionaire and a Subcontractor for the subcontractor's undertaking of a portion of Concessionaire's tasks relating to the Advertising Program or the IPTV 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.
Testing Schedule	As defined in Section 10.2(d).
TSA	Transportation Security Administration.
Turnover Date	With respect to each Display Location or Ancillary Location, the effective date of the Notice to Proceed allowing Concessionaire to commence construction and installation of the related Display Installation or Ancillary Installation.

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. The Expiration Date shall be the eighth anniversary of the RPT Opening Date.

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 design and make installations at the Display Locations and

the Ancillary Locations to enable active operation of Advertising Displays at the Advertising Display Locations and IPTV at the IPTV Display Locations on and after the RPT Opening Date.

3.2 Concession Period Rights. During the Concession Period, subject to this Agreement:

(a) Concessionaire shall have the right to develop, manage and operate Advertising Displays at the Advertising Display Locations and IPTV at the IPTV Display Locations.

(b) Concessionaire is granted a revocable license to use: (i) the Display Locations for Advertising Displays or IPTV, as applicable, and the related Display Installations, and (ii) the Ancillary Locations for the Ancillary Installations.

(c) Concessionaire shall have the rights of ingress to and egress from the Display Locations and 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 No Real Property Interest. None of the rights granted shall be construed as a conveyance of real property interest. This Agreement is not a lease. In no instance shall Concessionaire be deemed to have acquired possessory rights of any real property at or about the Airport. No easement shall be created pursuant to the privileges granted under this Agreement.

3.4 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. The Authority reserves the right to enter into other agreements, including concession agreements, with third parties for all or a portion of the services or concessions set forth in this Agreement. With respect to each Advertising Display Location where Concessionaire is licensed to install an Advertising Display, the Authority shall not grant a license concurrently to any third party to use for commercial advertising purposes at the same location. Notwithstanding the preceding, the Authority may contract with third parties for Wi-Fi systems (or similar technology) anywhere at the Airport and such systems may include advertisements as a component of the user portal experience.

3.5 No Warranty by Authority.

(a) Concessionaire has conducted its own research and analysis to determine the feasibility of the Advertising Program and the IPTV System. The Authority is under no obligation to protect or defend Concessionaire from loss of any investments. Concessionaire assumes all risks regarding its 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 any Display Location or Ancillary Location. 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 of the Display Locations, in their as-is condition, for the Display Installations, 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 Display Locations and the Ancillary Locations for their respective uses. Concessionaire shall not be entitled to any adjustment or other payments on account of the condition of the Display Locations 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 Display Locations or the 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 the Concession Fee 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 the Concession Fee or make other financial accommodations to Concessionaire based on any delays in the RPT Opening Date.

ARTICLE 4
DISPLAY LOCATIONS; ANCILLARY LOCATIONS

4.1 Display Locations and Ancillary Locations.

(a) The Advertising Display Locations and the IPTV Display Locations shall consist of the Airport locations described and delineated in Exhibit A. The Ancillary Locations shall consist of the areas of the Airport described and delineated in Exhibit B.

(b) The parties acknowledge that, as of the execution of this Agreement, Exhibit A and Exhibit B identify, respectively, the conceptual locations of the Display Locations and the Ancillary Locations, which are subject to changes by mutual agreement during the development of the Installation Plan. To the extent appropriate, Exhibit A and Exhibit B shall be updated in accordance with the completed and approved Installation Plan before the Turnover Date.

(c) Throughout the term of this Agreement, the location and size of each Display Location and each Ancillary Location may change from time to time. Exhibit A or Exhibit B, as appropriate, shall be revised and updated to reflect such changes.

4.2 Acceptance of "As is" Conditions.

(a) Concessionaire shall diligently proceed with the installations at, as applicable, a Display Location or an Ancillary Location as of each related Turnover Date.

(b) Concessionaire accepts that all Display Locations and Ancillary Locations are made available in their "as is, where is, and with all faults" conditions to Concessionaire for the Advertising Program and the IPTV System without any Authority warranty.

4.3 Authority Access. Without limiting any other right of the Authority as the property owner, Airport Representatives may access the Display Locations and the Ancillary Locations at any reasonable time without prior notice to Concessionaire (but with reasonable effort 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.

(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
CONCESSION FEE

5.1 Obligation to Pay Concession Fee.

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

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

5.2 Base Fee.

(a) *Base Fee Calculation*. The amount of Base Fee 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 Fiscal 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 60%.

(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	$1,182,500
Subsequent Fiscal Years	105% of MAG 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 the MAG. This payment shall be applied to the Base Fee 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 Fee for the first partial month of the Concession Period.

(e) *Supplemental Payment; Monthly Concession Fee Report*.

(i) Commencing the second full month of the Concession Period, Concessionaire shall submit to the Authority the Monthly Concession Fee 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 (and with respect to each Display Location, specify the Gross Revenues attributable to such Display Location, and specify Gross Revenues attributable to Advertising Displays permitted under Section 11.8) 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 Concession Fee Report, then Concessionaire shall remit the Supplemental Payment concurrently with the Monthly Concession Fee Report.

(iii) The "Supplemental Payment" for any month is equal to: (i) the Gross Revenue Share for such 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 Fees. Additional Fees shall consist of the following:

(a) *Employee Parking Fees*. The Authority has no obligation to provide motor vehicle parking spaces to any Airport concessionaires including Concessionaire. Upon Concessionaire's request, the Authority has the discretion to make spaces available at locations in common with employees of other Airport concessionaires. 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.

(b) *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). Concessionaire shall pay utility charges within 30 days of invoice from the Authority.

(c) *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.

(d) *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.

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

5.4 Annual Concession Fee Report and Reconciliation.

(a) Within 90 days after the conclusion of each Fiscal Year, Concessionaire shall provide a report ("Annual Concession Fee Report") to the Authority. The Annual Concession Fee 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 Concession Fee (in any form) for such Fiscal Year were calculated and made in accordance with this Agreement.

(b) The Annual Concession Fee 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 Concession Fee Report; (ii) the total Concession Fee paid; and (iii) an attestation that the Concession Fee paid by Concessionaire during the preceding Fiscal Year was properly calculated and paid pursuant to this Agreement. Late submission of the Annual Concession Fee Report shall be subject to liquidated damages per Article 12.

(c) If Concessionaire believes that it underpaid or overpaid the Concession Fee then Concessionaire shall notify the Authority contemporaneously with its submission of the Annual Concession Fee 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 Concession Fee 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 Concession Fee 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

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), 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 risk, 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 Concession Fee (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), or by an Authority-approved financial institution authorized to conduct business in California, 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 which any notice of claim should be sent may be obtained from the California Department of Insurance by calling the toll-free telephone number; or (3) as related to a letter of credit, clear details for the means of completing draw requests (including instructions regarding whether a draw request shall be transmitted by e-mail, fax or other telephonic or electronic methods) without the need for in-person presentation at the issuer's office. 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) If any amount payable to the Authority is 10 days past due, or if any other default on Concessionaire's part under this Agreement has occurred and is continuing (and Concessionaire has not promptly implemented an effective cure within 10 days of the Authority's notice of such past-due payment or other default), the Authority may apply all or any part of the Performance Guarantee to cure any default by Concessionaire including: (i) the payment of Concession Fee and other fees and charges; (ii) repair of damages to the Display Locations, the Ancillary Locations or any other Airport facilities caused by a Concessionaire Agent; (iii) cleaning the Display Locations and the Ancillary Locations 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 Concession Fee 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.

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 of the Advertising Program. 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 (provided such records may be digitally maintained) 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) 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 Representatives 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 an Additional Fee an amount equal to 5% of the MAG for the period in question. This

Additional Fee 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 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 discloses 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 rate permitted under law) 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 discloses 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 or 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 Advertising Program and the IPTV 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, install, and maintain the Advertising Display Installations and related Ancillary Installations for the Advertising Program, and manage and operate the Advertising Program in accordance with this Agreement.

(b) Concessionaire shall use the Advertising Display Locations for the Advertising Displays and the related Ancillary Locations for installations that support the successful and efficient operation of the Advertising Displays at the Advertising Display Locations.

(c) Concessionaire shall have the right and duty to design, install, and maintain the IPTV Display Installations and related Ancillary Installations for the IPTV System, and manage and operate the IPTV System in accordance with this Agreement.

(d) Concessionaire shall use the IPTV Display Locations for IPTV and the related Ancillary Locations for installations that support the successful and efficient operation of the IPTV System at the IPTV Display Locations.

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

(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 the 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 Advertising Program or the IPTV System) shall be deemed to be under Concessionaire's supervision. Concessionaire shall remain responsible for its duties under this Agreement 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.

(f) Subject to Section 11.12, 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 Advertising Program Coordination. Concessionaire acknowledges that the Authority may enter into one or more concession agreements for advertising (including advertising through Wi-Fi services at the Airport Terminal). 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.

9.4 Limitations. Concessionaire shall not:

(a) Use the Display Locations or the Ancillary Locations for any purpose other than the Advertising Program or the IPTV System, as applicable, without the Authority's consent.

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

(c) 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.

(d) 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.

(e) Interfere with or disturb the effectiveness or accessibility of the drainage and sewage system, fire hydrants and hoses, electrical/power system, or communication system within the Airport.

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

(g) Use the Display Locations, the Ancillary Locations or any other Airport facilities for any improper, immoral, or unlawful purpose.

(h) Obstruct the roadways or passageways adjacent to or within the Airport, or other Airport common use facilities or public areas (provided that the Display Installations and the Ancillary Installations made pursuant to this Agreement are not obstructions).

(i) Conduct solicitation activities or distribute materials in or about the Airport in any manner without the Authority's prior approval.

(j) 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.

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

9.5 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 Advertising Program and the IPTV System.

(b) Concessionaire acknowledges that the Authority may pursue Airport development, improvements, and maintenance activities from time to time that may affect the Display Locations, the 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
INITIAL INSTALLATIONS

10.1 General. Concessionaire shall design, construct, and install the Display Installations and the Ancillary Installations pursuant to this Agreement. Concessionaire shall be solely responsible for determining, and complying with, all applicable governmental requirements for such design, construction, and installation.

10.2 Design; Installation Plan.

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

(b) The Installation Plan shall specify: (i) the contemplated installation and work at each Advertising Display Location, and the technology for the related Advertising Displays, (ii) the contemplated installation and work at each IPTV Display Location, and the technology for the related IPTV delivery, (iii) the contemplated installation and work at each Ancillary Location, and (iv) such other information required by the Authority Representatives.

(c) Concessionaire shall disclose the materials to be used for the Display Installations and Ancillary Installations, as part of the designs and the Installation Plan. The materials shall be of first-class quality, safe, fire-resistant and consistent with the aesthetic and architecture of the Airport.

(d) Concurrently with the development of the Installation Plan, Concessionaire shall provide the Authority a schedule ("Testing Schedule") for inspections and testing of each Display Installation and the related Ancillary Installation. 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.

(e) Concessionaire shall have the right, at its own expense, to inspect and survey the Airport site in connection with the development of the Installation 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 Initial Installations

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

(b) The Initial Installations shall conform to the approved Installation Plan, and Concessionaire shall obtain the Authority's prior approval for deviations.

(c) The Initial Installations shall also be subject to the applicable provisions of Article 19.

(d) Concessionaire shall, at its sole expense, promptly repair damage to any Airport facility 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.

(e) 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 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 (d)), as well as ensure Concessionaire's compliance with the Authority's project closeout requirements. Upon receipt of the required closeout documentation for the Initial Installations, 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.

10.4 Testing and Inspections

(a) Within five days of the completion of a Display Installation and its supporting Ancillary Installations, Concessionaire shall notify the Authority of such completion, and Concessionaire shall either confirm that inspection and 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 Display Installation, Concessionaire shall provide the Authority: (i) the schematics and specifications of the Display Installation and the supporting Ancillary Installations, 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 Display Installation and the supporting Ancillary Installations (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 simultaneous testing of all Initial Installations 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 provide to the Authority all previously unsubmitted, final "as-installed" schematics and specifications of every component of the Display Installations and Ancillary Installations, 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 the Initial Installations, 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 Display Locations or the 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, and testing contemplated in this Article.

10.6 Operational by RPT Opening Date. All installations for the Advertising Program and the IPTV System shall be fully installed and operational by the RPT Opening Date. In the event that is not accomplished:

(a) Except as otherwise expressly provided in Section 12.3(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 Concession Fee, including Base Fee.

ARTICLE 11
OPERATIONS AND MAINTENANCE

11.1 Compliance with Law, Government Permits, and Approvals. Concessionaire shall perform its responsibilities under this Agreement (including work pertaining to the Display Installations and the Ancillary Installations, development and management of the Advertising Displays and the IPTV System, and other conduct of business relating to the Advertising Program and the IPTV System) in a manner that complies with all applicable law. In such connection, Concessionaire shall be solely responsible for determining the applicable governmental requirements. Concessionaire, at its sole expense, shall obtain and maintain all related permits and licenses.

11.2 Principal Use of Airport. All Concessionaire's business and operations at the Airport pursuant to this Agreement shall be at all times compatible with and subordinate to the

Authority's operation of the Airport as a public airport, as determined by the Authority in its sole discretion.

11.3 Concessionaire's Responsibility for Advertising Display; Advertisement Guidelines.

(a) The Advertising Displays shall be for products or services of general interest for the traveling public.

(b) Concessionaire shall be solely responsible for approving or rejecting a proposed Advertising Display. All Advertising Displays shall comply with the Advertisement Guidelines set forth in Exhibit C. The Authority may from time to time revise the Advertisement Guidelines after providing 30 days advance notice and an opportunity for Concessionaire to present any objections or proposed modifications during that period. The Advertisement Guidelines, after such revisions, shall automatically be incorporated by reference into this Agreement as the updated Exhibit C without the parties having to execute an amendment to this Agreement. Concessionaire shall evaluate each proposed Advertising Display for compliance with the Advertisement Guidelines.

(c) Upon the Authority's notice that an Advertising Display violates the Advertisement Guidelines, Concessionaire shall take corrective measures to the Authority's satisfaction within five days. Between the time of such notice and the implementation of satisfactory corrective measures, the Authority shall have the right to use such means as the Authority determines to be appropriate (without damaging the hardware component of the Display Installations), and without compensation to Concessionaire, to obstruct the noncompliant Advertising Display from public view.

11.4 IPTV Programming and Content.

(a) IPTV programming and content shall be suitable for a general audience of all ages.

(b) Concessionaire may contract with an IPTV Content Provider for any IPTV Display Location, subject to the following requirements:

(i) The Authority has consented to the IPTV Content Provider before the execution of the IPTV Content Provider contract.

(ii) The IPTV Content Provider's contract shall not conflict with this Agreement.

(iii) Concessionaire shall give the Authority 30 days' notice before commencing, or, once started, suspending or terminating, delivery of content provided by such IPTV Content Provider at a Display Location.

(c) Upon the Authority's notice that the IPTV content at an IPTV Display Location violates this Agreement, Concessionaire shall take corrective measures to the Authority's satisfaction within five days. Between the time of such notice and the implementation of satisfactory corrective measures, the Authority shall have the right to use such means as the Authority determines to be appropriate (without damaging the hardware component of the Display Installations), to turn off the IPTV feed at such IPTV Display Location, without compensation to Concessionaire.

11.5 Airport Directory Displays.

(a) As used below, an "Airport Directory Display" means a display where the traveling public and other Airport users may obtain information about the layout of the Airport Terminal and other Airport areas that are accessible by the traveling public.

(b) From time to time, the Authority may elect to install Airport Directory Displays at one or more Authority-maintained installations. At the Authority's request, Concessionaire shall provide assistance for the design and development of such Airport Directory Displays. Concessionaire shall have no responsibility for the physical installation or maintenance of such Airport Directory Displays.

(c) After an Airport Directory Display is activated, Concessionaire shall provide such assistance as the Authority may reasonably request from time to time for modifications, upgrades or repairs.

11.6 Public Service Displays.

(a) As used below, "Public Service" means, as determined by the Authority, public service (excluding any promotion of commercial products or services) or Airport-related information. A "Public Service Display" means a display that contains an unpaid Public Service announcement or promotional message, either furnished or approved by the Authority, but does not include any Airport Directory Display.

(b) Upon 90 days notice, Concessionaire shall make a space or slot available for a Public Service Display pursuant to the Authority's request. The Authority's notice shall specify: (i) the Display Location for such Public Service Display; (ii) for a static Advertising Display location, whether the Public Service Display will require the entire space or only a portion (and if the latter, the dimensions); and (iii) for a dynamic Advertising Display location, the time and size required to be allocated to such Public Service Display in the rotation.

(c) Concessionaire shall not be obligated to pay for any production costs related to a Public Service Display, but shall be responsible for all other costs for such use of the Display Location.

(d) Once a Public Service Display is put in place at a Display Location, Concessionaire shall obtain the Authority's prior approval before replacing the Public Service Display with a paid Advertising Display or otherwise discontinuing the Public Service Display.

11.7 Emergency Announcement Displays. In the event of an emergency (as determined by the Authority), Concessionaire shall promptly cooperate with the Authority to enable emergency announcements at each Display Location requested by the Authority, at no expense to the Authority.

11.8 Advertising Display Opportunities at Authority Installations.

(a) From time to time, upon request of Concessionaire, the Authority may approve the development of Advertising Displays outside of a Display Location at an installation maintained by the Authority (e.g., an installation that is part of the Authority-maintained digital system through which flight information or other airport information is displayed). Such approvals shall be at the Executive Director's sole discretion, shall be evaluated on a case-by-case basis for each location and specified duration, and shall be subject to conditions as the Executive Director may require.

(b) The Authority shall not be liable to Concessionaire for the compatibility or condition of the Authority-maintained digital system. Concessionaire assumes all risks for a malfunction or shut-down of the system, and Concessionaire shall not be entitled to any abatement or set-off of any payment in such event.

(c) With respect to any Advertising Display approved under this Section, Concessionaire shall ensure and warrant that all related digital content and other information uploaded onto the Authority's system are free from viruses, spyware, and other harmful and destructive code or malware. Concessionaire shall not insert any destructive mechanisms or data tracking software into any Authority system. Concessionaire shall be responsible for the cost of repairing any damage to the Authority's system caused by Concessionaire's content or information uploaded onto the Authority's system, payable on demand upon the Authority's invoice.

11.9 Standard of Service; Conduct of Business.

(a) Concessionaire shall furnish a first-class Advertising Program and IPTV System serving all Airport users in a fair and non-discriminatory manner, and shall maintain the highest degree of standards and service based on industry standards for similar venues and in a manner acceptable to the Authority.

(b) Concessionaire shall, at its own cost, be responsible for all aspects of the development, management, and operation of the Advertising Program and the IPTV System (including the respective design, construction, installation, maintenance and, as applicable, relocation or removal, of the Display Installations and the Ancillary Installations, and the design, development, activation and removal of Advertising Displays and IPTV content).

(c) Concessionaire shall take reasonable measures in every proper manner to develop, maintain and, as appropriate, increase the business conducted by it for the Advertising Program and the IPTV System. Concessionaire shall not divert, cause, or allow any business to be diverted from the Airport by referral or any other method. Any action taken by Concessionaire to diminish Gross Revenues will constitute a material breach of this Agreement.

(d) Concessionaire may not permit free advertising without prior Authority approval.

11.10 Continuous Operation; Unsold Slots.

(a) Concessionaire shall continuously and uninterruptedly operate the Advertising Program and the IPTV System. Unless caused by circumstances outside of its control, the Advertising Displays and the IPTV shall be operational 24 hours per day, 365 (or 366, as applicable) days per year; provided for any Display Location that requires electricity (or other power source), Concessionaire may turn off the power during the time between: (i) two hours after the arrival of the last flight; and (ii) one hour before TSA checkpoint opens the following day.

(b) If Concessionaire is unable to fully fill all available spaces or slots at an Advertising Display Location with paid Advertising Displays, Concessionaire shall notify the Authority and specify the potential available spaces or slots for Public Service Displays. The Authority may designate Public Service Displays for such spaces and slots until such time as Concessionaire is able to book them for paid Advertising Displays. Concessionaire shall continue to use its best effort to market such spaces or slots to customers and provide timely notice to the Authority once Concessionaire is able to book the space or slot for paid Advertising Displays.

11.11 Staffing; Manager.

(a) Concessionaire shall at all times retain a qualified, competent and experienced manager who shall manage and supervise the Advertising Program and the IPTV System, with authorization to make representations and take ordinary actions with respect to such operations (including control of assigned Concessionaire Agents) on Concessionaire's behalf. All approvals, consents, representations, and commitments of the manager shall be binding upon Concessionaire. Written notices to the manager (with a copy to CCAlegal@clearchannel.com) 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(e), 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 manager assumes the post, and shall furnish advance notification to the Authority regarding any changes.

(b) Concessionaire shall have available qualified and properly trained personnel in adequate numbers to operate the Advertising Program and the IPTV System, including staff for regular and routine maintenance of the Display Installations and the Ancillary Installations and for providing solutions to technical issues as they arise. In performing their tasks, Concessionaire Agents shall adequately and safely carry out services in a courteous, prompt, and efficient manner.

(c) Concessionaire shall, at its own expense, conduct a background check, as required, on each Concessionaire Agent assigned to operate at the Airport or otherwise work on Advertising Program or IPTV System facilities that are (or are expected to be) installed at the

Airport to comply with requirements of the Authority, FAA, TSA and other applicable government agencies.

(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 such objection by the Authority, Concessionaire shall take all steps necessary to remedy the cause of the objection.

(e) Concessionaire shall provide the Authority the names and contact information of Concessionaire Agents who are assigned to perform work on-site at the Airport.

11.12 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 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.

11.13 Periodic Meetings; Technology Reviews.

(a) Concessionaire shall schedule semi-annual meetings with designated Authority Representatives to discuss sales and other matters relating to the Advertising Program and the IPTV System. In conjunction with such meetings, Concessionaire and the Authority shall review the technology used at each Display Location (including technology for content delivery) and, if requested by the Authority, Concessionaire shall make proposals regarding upgrades and ad experience enhancements based on prevailing industry standards.

(b) Concessionaire shall also be available for meetings at other times as requested by the Authority, upon reasonable notice.

11.14 Modifications to Display Installations or Ancillary Installations. After installation of the initial Display Installations and Ancillary Installations, Concessionaire shall notify the Authority at least 60 days in advance of any proposed change (whether an addition, a deletion or a modification to an existing component) which would make the schematics and specifications previously submitted to the Authority outdated. The notice shall be accompanied by a preliminary plan that includes technical specifications, a proposed schedule (including dates for testing and completion), and details about access through Airport facilities. Concessionaire shall provide other information as required by the Authority and 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 (ii) final "as-installed" schematics and specifications. Article

19 shall also apply to any modifications that involve Alterations. Concessionaire shall be solely responsible for all costs to accomplish the modifications.

11.15 Maintenance, Repair, and Restoration.

(a) Concessionaire shall:

(i) Conduct all appropriate engineering, environmental, structural, and other studies for each Display Installation or Ancillary Installation before installation, and also conduct supplemental studies periodically thereafter, as appropriate, to ensure safe and proper functioning and compliance with law.

(ii) Maintain each Display Installation and Ancillary Installation in good working order and a neat and sanitary condition according to Authority standards. Concessionaire shall check the Display Installations and Ancillary Installations on-site at least once every week to perform cleaning and preventative maintenance and make appropriate adjustments or repairs. Upon the Authority's request, Concessionaire shall provide the Authority a written schedule of Concessionaire's cleaning and maintenance program.

(iii) Promptly inform the Authority of any malfunction at a Display Installation or an Ancillary Installation that either: (i) is anticipated to last longer than one day; or (ii) has remained unresolved one day after Concessionaire's attempt at repair.

(iv) Immediately inform the Authority upon becoming aware of any outage or malfunction at a Display Installation or an Ancillary Installation that can be reasonably anticipated to create a hazard to Airport users or damage to Airport property.

(v) Provide a toll-free telephone number (or other adequate means acceptable to the Authority) for the Authority to obtain live-human support, at any time of the day and on any day, regarding a malfunction or other technical issues pertaining to any Display Installation or Ancillary Installation.

(vi) Use best efforts to resolve the problem as soon as practicable after becoming aware that there is an outage or malfunction at a Display Installation or an Ancillary Installation. In any event, upon receipt of a request by the Authority to address a problem, Concessionaire shall respond within 72 hours and shall resolve the problem within one week. In such connection, at all times, there shall be Concessionaire Agents available to provide timely on-site service to address such repair issues.

(vii) Obtain the Authority's express approval before making any alteration to Airport property, whether as part of maintenance or repair work.

(viii) 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 not:

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

(ii) Commit or permit waste, debris or a nuisance at the Display Locations, Ancillary Locations, or any other area of the Airport.

(iii) Permit any noxious or toxic fumes or odors, dust, or dirt at the Display Locations, Ancillary Locations, or any other area of the Airport.

(iv) Place a load on any floor area of the Airport 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 locks or security systems of any kind or type without the prior written consent of the Authority.

(vii) Perform or permit to be done anything that may disturb Airport tenants or other Airport users.

(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 any Display Location or Ancillary Location, including lines, pipes, wires, conduits, and equipment connected or appurtenant thereto

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

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

(c) Concessionaire shall be solely responsible for the cost of maintenance or repair for damage to Airport property caused by Concessionaire Agents (whether through negligent acts or omissions) or any Concessionaire installations at the Airport. 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 11.22 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.

11.16 Utilities.

(a) Concessionaire shall install or otherwise procure any and all utilities at the Display Locations and the Ancillary Locations required to support the operations of the Advertising Program and the IPTV System. Concessionaire shall include meters in its Installation

Plan (and any subsequent plan for changes to the Display Installations and the Ancillary Installations) and shall pay all costs for the supporting utilities used during design, installation, or operation 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) If Concessionaire requires utilities beyond those then-currently provided or that are available to be extended to a Display Location 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.

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

(e) The Authority reserves the right to upgrade, extend, install, maintain, and repair all utilities and services at or across any Display Location or Ancillary Location, whether or not such services or utilities are for the benefit of Concessionaire. The Authority shall take 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 Health and Safety Standards.

(a) Concessionaire shall comply with all health and safety regulations for the Display Installations 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 a Display Location or an Ancillary Location and correct issues immediately, if applicable. Any issues not corrected immediately, shall be corrected prior to the 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.

11.18 Smoking Restrictions. All Concessionaire Agents 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.

11.19 Emergency Access to Installations; Related Manual.

(a) In response to a safety emergency (as determined by the Authority), the Authority shall have the right to take such action as the Authority deems necessary or appropriate to deactivate any Advertising Display or IPTV feed or remove any Display Installation or Ancillary Installation. The Authority may, but is not obligated to, notify Concessionaire before taking such actions, but shall inform Concessionaire of the actions taken as soon as the Authority determines to be practicable to do so. The Authority shall not incur any liability to Concessionaire for such actions.

(b) Before the start of the Concession Period, Concessionaire shall develop a manual for the recommended emergency protocols for the safe and efficient deactivation of each Advertising Display and IPTV feed, and the removal of Display Installation and Ancillary Installation components. Concessionaire shall give the Authority 45 days to review the draft manual and shall incorporate Authority comments, if any, before it is finalized. Concessionaire shall promptly provide the Authority updated manuals in connection with changes to the components of the Display Installations or the Ancillary Installations after their initial installation.

(c) At the Authority's option, Concessionaire shall meet with designated Authority staff and other Airport Representatives to review the protocols set forth in the emergency manual at least once before RPT Opening and from time to time during the Concession Period.

(d) The Authority shall not be bound by the content of such emergency manual nor meetings, in determining the appropriate actions in an emergency. None of the foregoing shall relieve Concessionaire of the full responsibility for the care of maintenance of the Display Installations and the Ancillary Installations, and for providing timely solutions to any system malfunction under this Agreement.

11.20 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; 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 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.

(b) The Authority shall have no obligation to commence any maintenance or repair required under this Section until after the receipt by the Authority of written notice of the need for such maintenance or repair. The Authority shall commence the repair within 10 days

after receipt of such notice and shall use its best effort to complete the repair within 30 days, subject to any circumstances outside of its control. 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 any Display Location or Ancillary Location arising out of, or resulting from or relating to the performance of any maintenance or the making of any repairs.

11.21 Additional Services at Concessionaire's Request. In the event that, at Concessionaire's request, the Authority provides additional services, including security, janitorial or maintenance or repair services relating to any Display Installation or Ancillary Installation, Concessionaire shall pay Concessionaire's proportionate share as determined by the Authority in the Authority's sole discretion, of all charges relating to such services.

11.22 Correction for Maintenance Failings.

(a) The Authority shall be the sole judge of the quality of Concessionaire's maintenance of the Display Installations and Ancillary Installations at their respective locations. The Authority or its representative may at any time, without notice, conduct inspections 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 and, if Concessionaire does not perform within such period, the Authority shall have the right to 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

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 failure to have all installations for the Advertising Program and the IPTV System be fully operational by the RPT Opening Date (except as expressly provided in Section 12.3(a)), and for a violation of a requirement regarding health and safety, 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 all installations for the Advertising Program and the IPTV System be fully operational by the RPT Opening Date, until the post-RPT Opening Date performance requirements under this Agreement are satisfied. Notwithstanding the foregoing, no Activation Delay Damages shall be assessed, and Concessionaire shall not be deemed in default, if Concessionaire obtained the Authority's consent before the RPT Opening Date (and the Authority shall not unreasonably withhold such consent if the delay is outside of Concessionaire's control and not due to Concessionaire's error).

(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 Concession Fee Report for a Fiscal Year by the applicable deadline, the Authority may, in addition to subsection (b), assess an amount of $600 per day for every day (or portion of a day) such report is late.

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.

(b) Failure to submit Concession Fee, documents, or reports when due.

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

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

(e) Unauthorized signage.

(f) Unauthorized solicitation activities at the Airport.

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

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

(i) 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 Concessionaire's properties related to the Advertising Program, the IPTV System, 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, 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 rights with respect to the Display Locations 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) A government entity terminates, revokes, or suspends any certificate, license, or permit held by Concessionaire without which Concessionaire is not lawfully empowered to perform its obligations under this Agreement, and such certificate, license, or permit is not reinstated, or a new one received, within five business days.

(g) Failure by Concessionaire to pay, when due, any Concession Fee (including Base Fee 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).

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

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

(j) 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) Revoke Concessionaire's license to use the Display Locations and the Ancillary Locations, in which case this Agreement shall terminate upon the date specified in the

Authority notice and Concessionaire shall peaceably remove its properties pursuant to 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 Fee (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 Concession Fee 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 expenses of finding a successor concessionaire, costs of putting the Display Locations and the Ancillary Locations in good order, condition and repair, including necessary renovation and alteration, reasonable attorneys' fees, court costs, all costs incurred in the appointment of and performance by a receiver to protect the Authority's interest under the Agreement and any other reasonable cost.

(b) Pursue any other remedy to continue this Agreement in effect and enforce all rights and remedies under this Agreement, including the right to recover amounts payable by Concessionaire as they becomes due, even though Concessionaire has breached this Agreement and abandoned the use of the Display Locations and the Ancillary Locations. In the event Concessionaire does not use the Display Locations and the Ancillary Locations as contemplated 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 at the Display Locations and the Ancillary Locations 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 Fee" referred to in Section 13.2(a)(2), the annual Base Fee shall be assumed to be the greater of: (i) the then current MAG, or (ii) the average Base Fee for the immediately preceding two 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 law, 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 the Authority's exercise of its remedies 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 Airport, or any person who uses 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.

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 Concession Fee 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 Display Installations and 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 Display Installations and 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 Base Fee and all Additional Fees, 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 a Display Installation or an Ancillary Installation is 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 Display Installation or the Ancillary Installation, as applicable, 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 Display Installation or the Ancillary Installation, as applicable, to substantially the same or better condition as they were in immediately before the damage or destruction.

(c) Concessionaire shall continue to pay Base Fee and all Additional Fees, 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) If the Display Installations and 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 Advertising Program and the IPTV System will not be restored 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 Display Installations and the Ancillary Installations, 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 Fee and all Additional Fees, 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 the total or partial destruction).

(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 Display Installations and Ancillary Installations exceeds 50% of the estimated replacement cost of all of the Display Installations and the Ancillary Installations, 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 but 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 or Concessionaire Agent.

(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 a Display Installation 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. In the event of repair or restoration affecting Concession Improvements, all other provisions of this Agreement that apply to Concessionaire's construction and installation of Concession Improvements shall apply.

14.7 Damage to Airport Facilities. With respect to any damage to any areas or facilities of the Airport:

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

(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 Advertising Program or the IPTV 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 Concession Fee 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 the total or partial destruction).

(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 any law that is contrary to the obligations of Concessionaire under this Section or that relieves Concessionaire from such obligations, or that places upon the Authority obligations to repair or restore any Airport facility. Under no circumstances shall the Authority have any obligation to repair, replace or re-install any damaged or destroyed portion of the Display Installations or the Ancillary Installations or any improvements, furnishings, fixtures, or equipment, or other personal property of

Concessionaire (or a Concessionaire 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) (i) The portion of the Airport that included the Display Locations is totally or partially taken by condemnation, or (ii) the Display Installations and the Ancillary Installations are totally or partially taken by condemnation.

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

(c) In case of a taking of Display Locations or Ancillary Locations, the Authority does not make available replacement location(s) at the Airport that, in its judgement, would allow the Advertising Program and the IPTV 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 Display Locations or the Ancillary Locations 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 Concession 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 use the Display Locations and the Ancillary Locations under the license created by this Agreement (as evidenced by the plain wording of the related condemnation documents).

ARTICLE 16
ADDITION OR DELETION OF DISPLAY LOCATIONS OR ANCILLARY LOCATIONS; TERMINATION FOR CONVENIENCE

16.1 Addition of Display Locations. From time to time, the Authority may determine to create additional Display Locations (each an "Additional Display Location" or "ADL") and give Concessionaire notice of such determination ("Notice for ADL"). The Authority and Concessionaire shall meet within 30 days of the Notice for ADL. Unless the Authority and Concessionaire agree to cancel the ADL as the result of this meeting, Concessionaire shall, within 60 days of the Notice for ADL, submit a proposed Installation Plan for the ADL. The parties shall proceed with the development of the new Display Installations and related Ancillary Installations, if any, in substantially the same manner as prescribed in Article 10 for Initial Installations. All provisions of Article 10 shall apply, except: (i) the parties shall, by memorandum, establish the related deadlines, and (ii) with respect to each reference to the RPT Design-Builder in Article 10, the Authority may designate a different Authority Representative to serve the same role.

16.2 Removal or Relocation of Ancillary Installations. At any time the Authority determines that an Ancillary Installation shall be removed or relocated from one location ("Original Ancillary Location") to another location at the Airport, Concessionaire shall take such steps as are necessary to (a) remove or relocate the item, and (b) restore the Original Ancillary Location to its condition prior to the installation of the removed items, with normal wear and tear and casualty loss excepted. The license granted to Concessionaire for use of the Original Ancillary Location for Concessionaire installations shall cease upon such removal or relocation. The cost of removal or relocation (and restoration of the Original Ancillary Location) shall be borne by Concessionaire. The removal or 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.

16.3 Relocation of Display Installations. At any time the Authority determines that a Display Installation shall be relocated from one location ("Original Display Location") to another Airport location, Concessionaire shall take such steps as are necessary to (a) relocate the Display Installation to the new location, and (b) restore the Original Display Location to its condition prior to the installation of such items, with normal wear and tear and casualty loss excepted. The license granted to Concessionaire for use of the Original Display Location for Concessionaire installations shall cease upon such removal or relocation. The cost of relocation (and restoration of the Original Display Location) shall be borne by Concessionaire. The relocation shall be accomplished by Concessionaire within 90 days from receipt of the Authority's notice (or a longer period upon the Authority's prior consent); provided that if the Authority states in the notice that the 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.

16.4 Authority Election to Eliminate Display Locations or Terminate Agreement. The Authority shall give 120 days notice of a decision to revoke Concessionaire's license to one or more Display Locations without any offer for substitute locations, and:

(a) If the Authority elects to terminate this Agreement with respect to the entire Advertising Program and IPTV System, 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) If the Authority elects to eliminate one or more (but not all) of the Display Locations:

(1) Upon Concessionaire's request given within 30 days of the Authority's notice, the parties shall negotiate in good faith, for a period no less than 30 days, to find an alternative Airport location to substitute each Display Location proposed to be eliminated, taking into consideration the required physical support for, and the size and the location of, the advertising displays and the related revenue projection; and

(2) If the parties are unable to reach an agreement on substitutions for the Display Locations proposed to be eliminated within 60 days of the Authority's notice, then upon Concessionaire's request: (A) the Authority shall pay Concessionaire an amount equal to the Net Book Value of Eligible Improvements for the Display Installations and the related Ancillary Installations being eliminated, and (B) the parties shall negotiate in good faith regarding a MAG reduction, if any, based on historical data and reasonable revenue projections of the Advertising Program and the IPTV System.

(c) 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.

(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 Fee which would have accrued under this Agreement from the date of termination until the Expiration Date (for this purpose, the annual Base Fee shall be assumed to be the greater of: (i) the then current MAG, or (ii) the average Base Fee for the immediately preceding two 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 Concession Fee) 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 Concessionaire.

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 Display Locations or the Ancillary Locations and to display fixtures that were custom designed by Concessionaire for the Display Locations and have no practical use or value outside the Display Locations: (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, (iii) consistently appearing on any Net Book Value of Eligible Improvements report requested by the Authority pursuant to this Agreement; and (iv) 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 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
REMOVAL OF PROPERTY UPON LICENSE TERMINATION; HOLDOVER; OWNERSHIP OF CONCESSION IMPROVEMENTS

17.1 Removal of Property Upon Termination.

(a) No notice to vacate 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 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 fees, and subject the provisions of Section 17.4 regarding the removal of Concession Improvements.

(b) Concessionaire shall not abandon any of its property at the Display Locations 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 of the license granted hereunder or give Concessionaire any rights in or to the Display Locations or the Ancillary Locations. If Concessionaire, with the Authority's written consent, remains its use of the Display Locations and the Ancillary Locations after the end of the Concession Period, such use by Concessionaire shall be deemed a month-to-month extension of the license to such locations terminable by either party on 30 days' notice. During such extension, all provisions of this Agreement pertaining to Concessionaire's obligations (including all Concession Fee 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) With respect to any holding over to which the Authority has not consented, 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 Fee shall be increased to an amount equal to twice the highest Base Fee 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 premises or shall be subject to a fee equivalent to four months of the Base Fee per month during the holdover period.

(2) The Authority may, with written notice, take any legal action to remove Concessionaire from Airport premises.

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

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

(5) All insurance policies and the Performance Guarantee shall remain in effect while Concessionaire continues to use the Display Locations and the Ancillary Locations.

(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 Holdover After Termination of License at a Specific Airport Location.

(a) If Concessionaire's license to use a specific location ("Deleted Location") at the Airport is revoked or otherwise terminated, any holding over of the Deleted Location shall not constitute a renewal or an extension of the license granted for the Deleted Location or give Concessionaire any rights in or to the Deleted Location. If Concessionaire, with the Authority's written consent, remains its use of the Deleted Location, such use by Concessionaire shall be deemed a month-to-month extension of the license to the Deleted Location terminable by either party on 30 days' notice. During such extension, all provisions of this Agreement pertaining to Concessionaire's obligations (including all Concession Fee and any other amounts due) shall remain in effect, to the same extent as the Concession Period, for the Deleted Location. Furthermore, unless otherwise modified by the Authority in writing, the MAG shall continue to be calculated to include revenues attributable to the Deleted Locations and accordingly continue to adjust annually.

(b) With respect to any holding over to which the Authority has not consented, all provisions of this Agreement pertaining to Concessionaire's obligations shall remain in effect and applicable to the Deleted Location to the same extent as the Concession Period, except as modified as follows. The Authority shall determine, based on a method of the Authority's choosing, the highest amount of Base Fee that was allocable to the Deleted Location paid by Concessionaire during any month of this Agreement, and multiply that amount by two, to calculate the "Monthly Holdover Base Fee." In addition to all other amounts due under this Agreement, Concessionaire shall pay the Monthly Holdover Base Fee for the holdover of the Deleted Location. Without limiting the foregoing and without affecting the Authority's rights with respect to the other Display Locations and Ancillary Locations under this Agreement:

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

(2) The Authority may, with written notice, take any legal action to remove Concessionaire from the Deleted Location.

(3) Concessionaire shall be responsible for payment of taxes relating to the Deleted Location for the entire following tax year without proration and the Authority shall be entitled to remove Concessionaire but may still collect Concession Fee due by Concessionaire.

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

(5) All insurance policies and the Performance Guarantee shall remain in effect with respect to the Deleted Location while Concessionaire is in possession of the Deleted Location.

(c) Any holding over at the Deleted Location 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.

17.4 Ownership of Concession Improvements; Removal.

(a) Concession Improvements installed at any location at the Airport that cannot be removed without causing substantial damage to the Airport property 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. Concessionaire shall not remove or demolish, in whole or in part, any Concession Improvements 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) 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 Display Location or Ancillary Location, as applicable, 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.

(c) At the expiration or termination of this Agreement, the Authority may require some or all of the Concession Improvements to be removed by Concessionaire. In such event Concessionaire shall, at its sole expense, remove Authority-designated Concession Improvements, 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 Concession Improvements only without cost to the Authority and free and clear of any encumbrances, with Concession Improvements and all alterations and additions functioning and in a good state of repair, reasonable wear and tear excepted.

ARTICLE 18
MINIMUM CAPITAL INVESTMENT

18.1 Minimum Capital Investment. Concessionaire shall invest an amount not less than $1 million ("Minimum Capital Investment") in Eligible Improvements.

18.2 Required Investment Amount Calculation. In determining whether Concessionaire has met the requirements for the Minimum Capital Investment, only Qualified Investments will be considered.

18.3 Payment for Required Investment Amount Deficiency. The Authority shall review all submitted Capital Investment Reports and send to Concessionaire, no later than six-months before the Expiration Date, either: (i) a notice confirming that the Minimum Capital Investment has been satisfied; or (ii) an invoice for the amount of the deficiency. Concessionaire shall pay the invoice within 30 days.

18.4 Capital Investment Report. 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 Concession Improvements, including the associated architectural, engineering, construction management, and design fees of independent consultants and permitting costs in such detail as reasonably necessary to ascertain the costs of all Concession Improvements, fixtures and equipment constructed or installed by Concessionaire at the Display Locations and the Ancillary Locations.

(b) Concessionaire shall identify which, among such Concession Improvements, 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 Concession Improvements, calculated in accordance with Section 16.6(c) (relating to Net Book Value of Eligible Improvements). Other than the report 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 Display Installations and Ancillary Installations that have not been captured by the line items related to the Concession Improvements. In that case, the report shall provide details for the Authority to determine whether an expenditure may be included in the calculation of Qualified Investments.

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

18.5 Qualified Investments. "Qualified Investments" mean the monies expended by Concessionaire for the capital cost of the Display Installations and Ancillary Installations,

excluding any operational and maintenance costs. After the initial installation, only capital cost used to upgrade the Display Installations and the Ancillary Installations shall be included. In all cases, the Executive Director shall have the sole discretion to determine whether an expenditure count as Qualified Investments.

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

ARTICLE 19
REQUIREMENTS FOR ALL CONCESSION IMPROVEMENTS AND SUBSEQUENT ALTERATIONS

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

19.2 Review and Approval of Plans for Alterations.

(a) To expedite plan review and approval and to ensure that each proposed New Concession Improvements 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 Concession Improvements 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 Installation 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.

19.3 Conditions of Approval. The Authority may impose as a condition of its approval of any New Concession Improvements or other Alteration such reasonable requirements as to the design, construction, installation, making, or removal 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 Concession Improvements 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 Concession Improvement 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 Concession Improvement or Alteration, including construction, alteration, refurbishment, or repair of the Display Location or, as applicable, the 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 Concession Improvement or Alteration. The performance bond shall be released upon the completion of the submissions and inspections required under Section 19.11

19.6 Performance of Concession Improvement or Alteration. All work done in connection with any Concession Improvement 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 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 Concession Improvement 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 a Display Location, an Ancillary Location or any other areas of the Airport in connection with the construction, installation, or making of the Concession Improvement or Alteration, which claims are or may be secured by any stop notice rights or by any lien against the Display Location, 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 Concession Improvements, Display Location, Ancillary Location, 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 and each subsequent Alteration, Concessionaire shall designate one or more Concessionaire Agents. In connection with the Initial Improvements, Concessionaire shall inform the Authority, in writing, of the identity of such Concessionaire Agent before the Authority-hosted pre-construction meeting or otherwise before construction commences. In connection with all other Alterations, Concessionaire shall inform the Authority, in writing, of the identity of such Concessionaire Agents before the Authority-hosted pre-construction meeting at the time as the request for approval of such Alteration is submitted, or otherwise before construction commences.

(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 Concession Improvements or Display 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 Improvement Project. Upon the occurrence of a Default Event by Concessionaire during construction of Concession Improvements, 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 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.

(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 Display Location 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 Concession Improvement 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 Display Location 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) 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.

(c) 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.

(d) 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 Display Installations, 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.

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, 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 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.

20.7 Commercial Crime Insurance. Concessionaire shall procure and maintain Commercial Crime insurance in an amount not less than $1,000,000 that covers loss arising from employee theft, employee dishonesty, forgery or alteration, robbery, burglary, embezzlement, disappearance, destruction; money orders and counterfeit currency; depositors forgery; and computer fraud on-premises and in-transit.

20.8 Professional/Media Liability. Concessionaire shall procure and maintain Professional/Media Liability insurance in an amount not less than $1,000,000 in connection with its advertising and IPTV business and operations.

20.9 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, Concession Improvements, or property of any kind; or (c) damage, theft or destruction of an automobile, whether or not insured.

20.10 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 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 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.

20.11 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 use of Display Locations or Ancillary Locations and at other times upon request of the Authority. 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 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 making Display Installations and Ancillary Installations.

(3) Waiver of Subrogation Endorsement(s) shall be filed with the Authority prior to Concessionaire making Display Installations and Ancillary Installations.

(4) 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.

(5) 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 use of Airport properties and facilities by Concessionaire, including Concessionaire Agent(s), if any.

20.12 Insurance Requirements for Concessionaire Agents. Concessionaire shall require all Concessionaire Agents (other than Concessionaire's employees) in connection with the use of Airport properties and facilities 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 will obtain and verify the accuracy of certificates of insurance evidencing the required coverage prior to permitting Concessionaire Agents to perform work for Advertising Displays, IPTV System components, the Display Installations, the Ancillary Installations or any other 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.

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 Advertising Program, or the IPTV 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 Advertising Program or the IPTV 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 Display Installation, 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, 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 is 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 or about a Display Installation or an Ancillary Installation or migrating or threatening to migrate to or from a Display Installation or an Ancillary Installation, or the existence of a violation of Environmental Laws pertaining to a Display Installation or 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.

(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 a Display Installation or an Ancillary Installation.

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 users 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 a Display Location 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
GENERAL PROHIBITION AGAINST ASSIGNMENT OR SUBLICENSE

23.1 No Assignment or Sublicensing 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 Concession Fee or other payment as provided in this Agreement or the continuation of the use of the Display Locations and Ancillary Locations, 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 sublicense, 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.

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 Display Installations, Ancillary Installations, and personal property used in the performance of Concessionaire's activities at the Airport, or that result from Concessionaire's 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 Concession Fee 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) The Authority makes no representation regarding whether Concessionaire might be subject to any 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, a Display Location, an Ancillary Location, 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 any Airport property, including any 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. Nothing herein impedes the Authority's right to post and keep on the Display Locations and the Ancillary Locations 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 has been created by or permitted by Concessionaire in violation of this provision, Concessionaire shall within 10 days of the filing thereof, cause such Lien 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 Fees 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 any portion of the Airport 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

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 Airport premises, 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 Transfer in Event of Foreclosure. 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 Airport premises, shall enter into a new contract covering the Display Locations and the Ancillary Locations for the remainder of the Concession Period, on the same provisions herein provided.

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.

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:

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: Executive Director
Email: jhatanaka@bur.org

To Concessionaire: CLEAR CHANNEL OUTDOOR, AIRPORTS DIVISION
7450 Tilghman Street, Suite 104
Allentown, PA 18106
Attn: Morten Gotterup, President
Email: mortengotterup@clearchannel.com

With a copy to:
CLEAR CHANNEL OUTDOOR, AIRPORTS DIVISION
7450 Tilghman Street, Suite 104
Allentown, PA 18106
Attn: Legal Department
Email: CCAlegal@clearchannel.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 for its properties at the Airport. 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 on 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.

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 Concession Fee, fees or charges due to be made by Concessionaire shall be deemed to be other than on account of the Concession Fee, fees and/or charges due, and no endorsement or statement on any check or in any letter accompanying any check or payment as Concession Fee, 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 Concession Fee, 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 Concession Fee, 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. In cases where the Authority's approval or consent is required pursuant to this Agreement, the Executive Director is authorized to give such approval or consent on behalf of the Authority. The Executive Director, without additional Authority Commission action, is also authorized to execute amendments to this Agreement that do not have a negative financial impact on 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 shall be construed to create a landlord and tenant relationship (as this Agreement confers solely revocable license to the Display Locations and Ancillary Locations).

(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. Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(b) *Cross-References*. Cross-references are to articles, sections, or paragraphs of this Agreement unless otherwise indicated or apparent from the context.

(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 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.

(b) Whenever information in an exhibit becomes outdated because of changes pursuant to this Agreement, a change in law or Airport policy changes otherwise approved by the

Authority Commission, the parties may make a substitution to update the 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.

[SIGNATURES ON FOLLOWING PAGE]

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

Clear Channel Airports, Inc.
d/b/a Clear Channel Outdoor, Airports Division

By: _____

Print Name: Morton Gottlieb

□ Chairperson ☒ President □ Vice President

By: Natalie Miller

Print Name: Natalie Miller

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

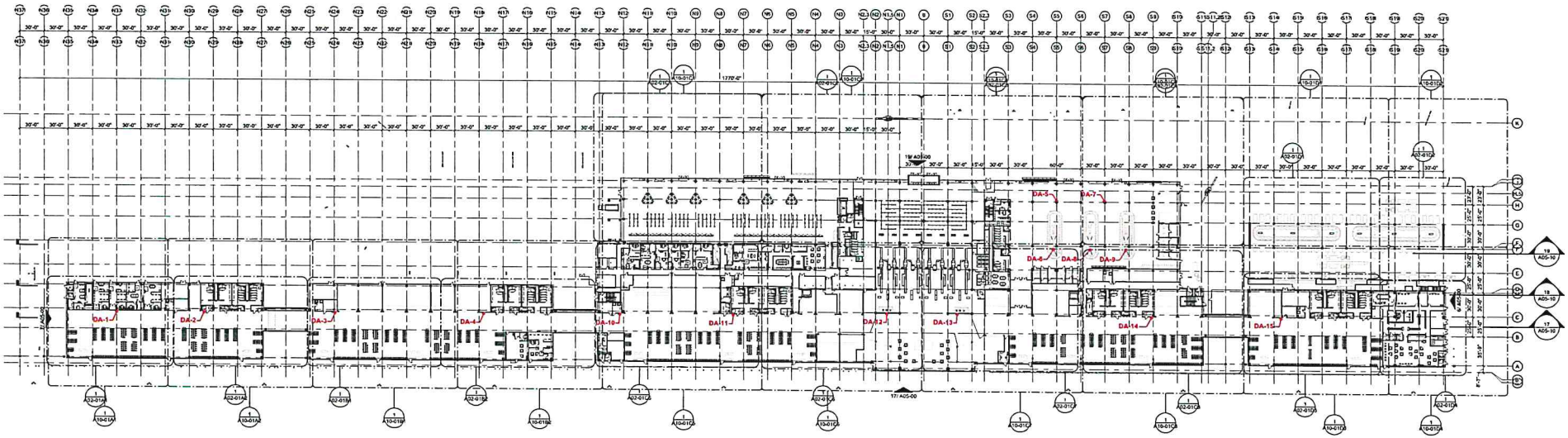
Burbank-Glendale-Pasadena Airport Authority

_____
Jess Talamantes, President

Approved as to form:

_____
Richards, Watson & Gershon
A Professional Corporation

Exhibit A: Display Installations and Locations



1 FF&E PLAN - LEVEL 01 - OVERALL
1" = 50'-0"

KEYPLAN

N

REVISIONS	ISSUES

Hollywood Burbank Airport

HOLDER Pankow TEC CORGAN CANNONDESIGN BURNS MCDONNELL

TERMINAL BUILDING
BURBANK RPT PROJECT
2827 N HOLLYWOOD WAY
BURBANK, CA 91505

SHEET TITLE:
FF&E PLAN - LEVEL 01 - OVERALL

PERMIT NUMBER: BS2400265

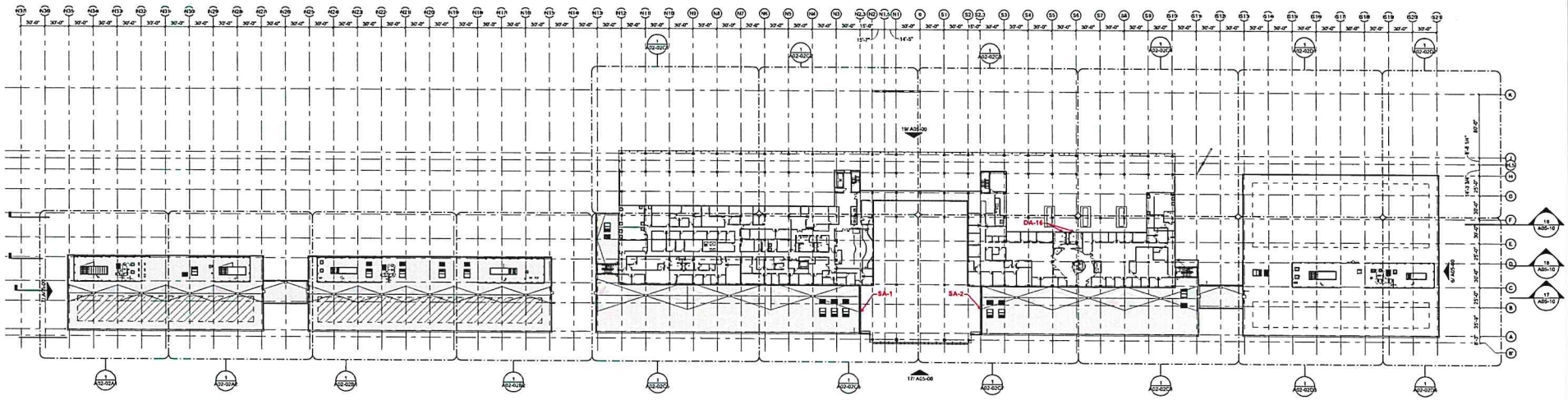
DATE: 10/23/2024
DRAWN BY: GN
CHECKED BY: Checker

DRAWING No: A10-01

TERM2

RETURN TO INDEX G02-01.1

9/13/2024 12:54:25 AM A10-01 FF&E PLAN - LEVEL 01 - OVERALL



1 ARCHITECTURAL FLOOR PLAN - LEVEL 02 - OVERALL
1" = 50'-0"

KEYPLAN

REVISIONS	ISSUES

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 - OVERALL

PERMIT NUMBER: BS2400265

DATE: 10/23/2024
DRAWN BY: MT
CHECKED BY: Checker

DRAWING No: A02-02

TERM2

RETURN TO INDEX G01-01.1

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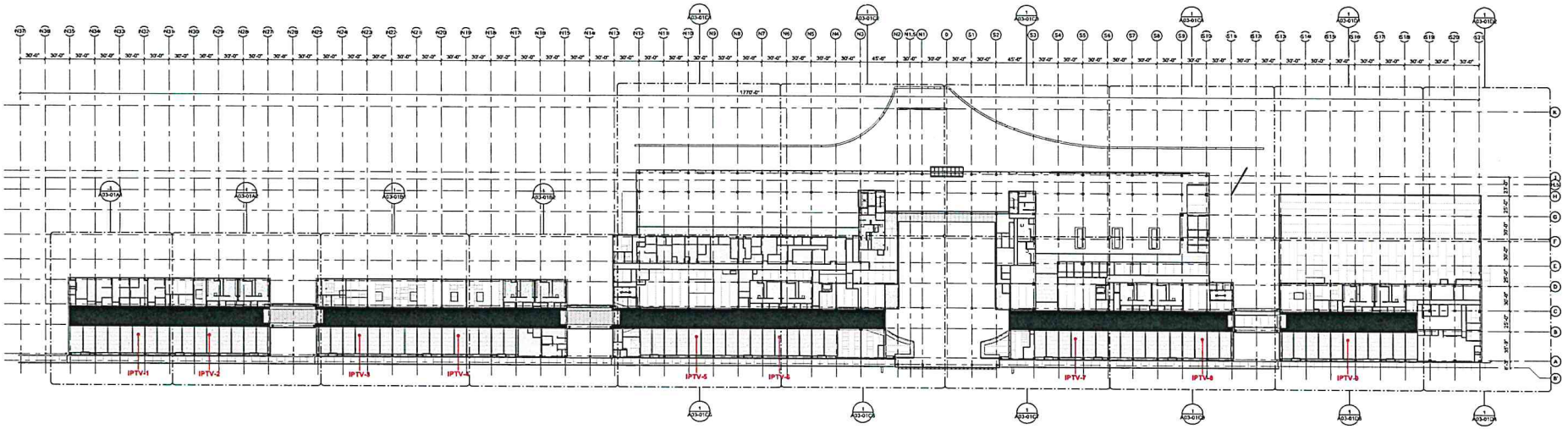

1 REFLECTED CEILING PLAN - LEVEL 01 - OVERALL
1" = 50'-0"

KEYPLAN

REVISIONS	ISSUES

Hollywood Burbank Airport

HOLDER Pankow CORGAN CANNONDESIGN BURNS MCDONNELL

TERMINAL BUILDING
BURBANK RPT PROJECT
2827 N HOLLYWOOD WAY
BURBANK, CA 91505

SHEET TITLE:
REFLECTED CEILING PLAN - LEVEL 01 - OVERALL

PERMIT NUMBER: BS2400265

DATE: 10/23/2024
DRAWN BY: MT
CHECKED BY: Checker

DRAWING No: A03-01

TERM2

RETURN TO INDEX G01-01.1

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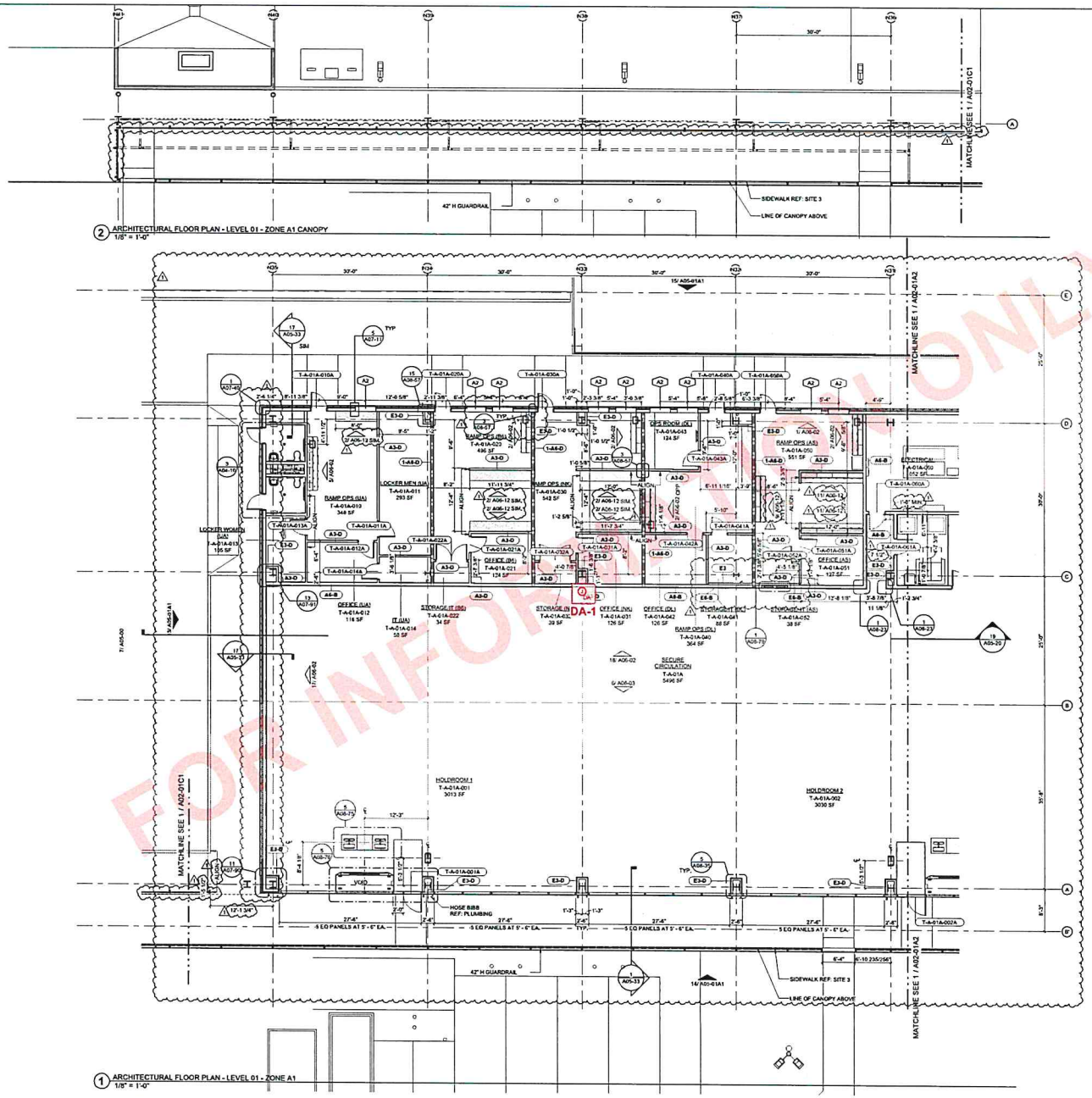


FOR INFORMATION ONLY

GENERAL PLAN NOTES

1. ALL INTERIOR WALLS ARE 5'-0" UNLESS NOTED.
2. PROVIDE CONTROL JOINTS IN DRYWALL BOARD TYPES AT ABOVE THE CORNER OF ALL INTERIOR DOOR AND WINDOW FRAMES IN THE CENTER OF STRAIGHT WALLS WHICH JOINTS OR AS INDICATED ON INTERIOR ELEVATIONS. PROVIDE CONTROL JOINTS THROUGH SOFFITS AT LOCATIONS THAT ALIGN WITH WALL CONTROL JOINTS THROUGH SOFFITS AT LOCATIONS THAT ALIGN WITH DOOR AND WINDOW JAMBS AND SILL OPENINGS.
3. PROVIDE BOLT MATCHES ABOVE ALL STEEL LADDERS FOR ROOF ACCESS.
4. PROVIDE PLASTIC LAMINATE FINISH TO WALL BASES, ALL EXTERIOR WINDOW SURFACES AND ALL INTERIOR WINDOW SURFACES.
5. PROVIDE WELDED METAL DOORS AND FRAMES DETAILS.
6. PROVIDE STRUCT FOR CURB ENDING SPACES TO BE PROVIDED AT A FUTURE DATE PROVIDED CONSTRUCTION IS TO COMPLY WITH PMU CLAUSE.
7. PROVIDE CAST IRON BOOT AT ALL DRAIN SPOUTS TO UNDERGROUND DRAINAGE SYSTEM.
8. PROVIDE FLUSH RECESSED STAINLESS STEEL WALL CORNER GUARDS AT ALL CORNERS AT ALL DOOR OPENINGS AND ENTRANCES IN PUBLIC AREAS. TYPICAL FOR ALL DOOR OPENINGS, UNLESS NOTED.
9. PROVIDE STAINLESS STEEL PIPE BOLLARDS AT 10'-0" C/C FOR ALL OUTDOOR CANOPIES. TYPICAL FOR PURPOSES OF SAFE, SECURITY IN PLEASURE.
10. PROVIDE 4" THICK CONCRETE SLAB AT ALL ELEVATED AREAS AND TERRACES.
11. PROVIDE STAINLESS STEEL PIPE BOLLARDS AT 10'-0" C/C FOR ALL OUTDOOR CANOPIES. TYPICAL FOR PURPOSES OF SAFE, SECURITY IN PLEASURE.
12. MINIMUM HEIGHT FOR TSA RETAINS TO BE IN ACCORDANCE WITH UNITED STATES DEPARTMENT OF HOMELAND SECURITY AND TRANSPORTATION SECURITY ADMINISTRATION.
13. REFER TO SHEET A00-01 FOR ALL ABBREVIATIONS.
14. REFER TO SHEET A00-02 FOR ALL SYMBOLS.
15. REFER TO ALL SERIES A BUILDING DRAWINGS FOR LAYOUT AND DETAILS OF WATERPROOFING ELEMENTS INCLUDING FLOOR, CARPENTRY AND WALL MOUNTED ELEMENTS.
16. REFER TO SHEET A00-03 FOR PARTITION TYPES.
17. SEE A-SERIES DRAWINGS FOR BUILDING LOCATIONS AND DESIGN.
18. REFER TO SHEET A00-04 FOR DETAILS SLOPING, EXPANSION JOINTS.
19. SEE ELECTRICAL DRAWINGS FOR FLOOR MOUNTED LINE PER SEATING ELEMENT LAYOUT.
20. WHERE BUILDING DIMENSIONS WITHOUT DIMENSION ARE TO BE SPECIFIED WITH WALL ASSEMBLY CENTERED UPON SHEET OPENING U.N.O.
21. WHERE DIMENSIONS ARE TO SIDE OF GRID LINE WITHOUT DIMENSION ARE TO BE SPECIFIED WITH FACE OF WALL ASSEMBLY TO FACE GRIDLINE U.N.O.

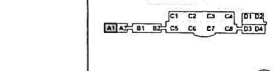
PARTITION RATING LEGEND

- UNRATED PARTITION ASSEMBLY
- 1 HOUR RATED ASSEMBLY *
- 2 HOUR RATED ASSEMBLY *

*REFER TO LIFE SAFETY DRAWINGS FOR ASSEMBLY TYPE - PARTITION OR BARRIER

SHEET NOTES

KEYPLAN



0' 8' 16' N

REVISIONS		ISSUES	

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 01 - ZONE A1

PERMIT NUMBER: BS2400265

DATE: 01/31/2025
DRAWN BY: MT
CHECKED BY: Checker

DRAWING No: A02-01A1

TERM2

RETURN TO INDEX G01-01.1

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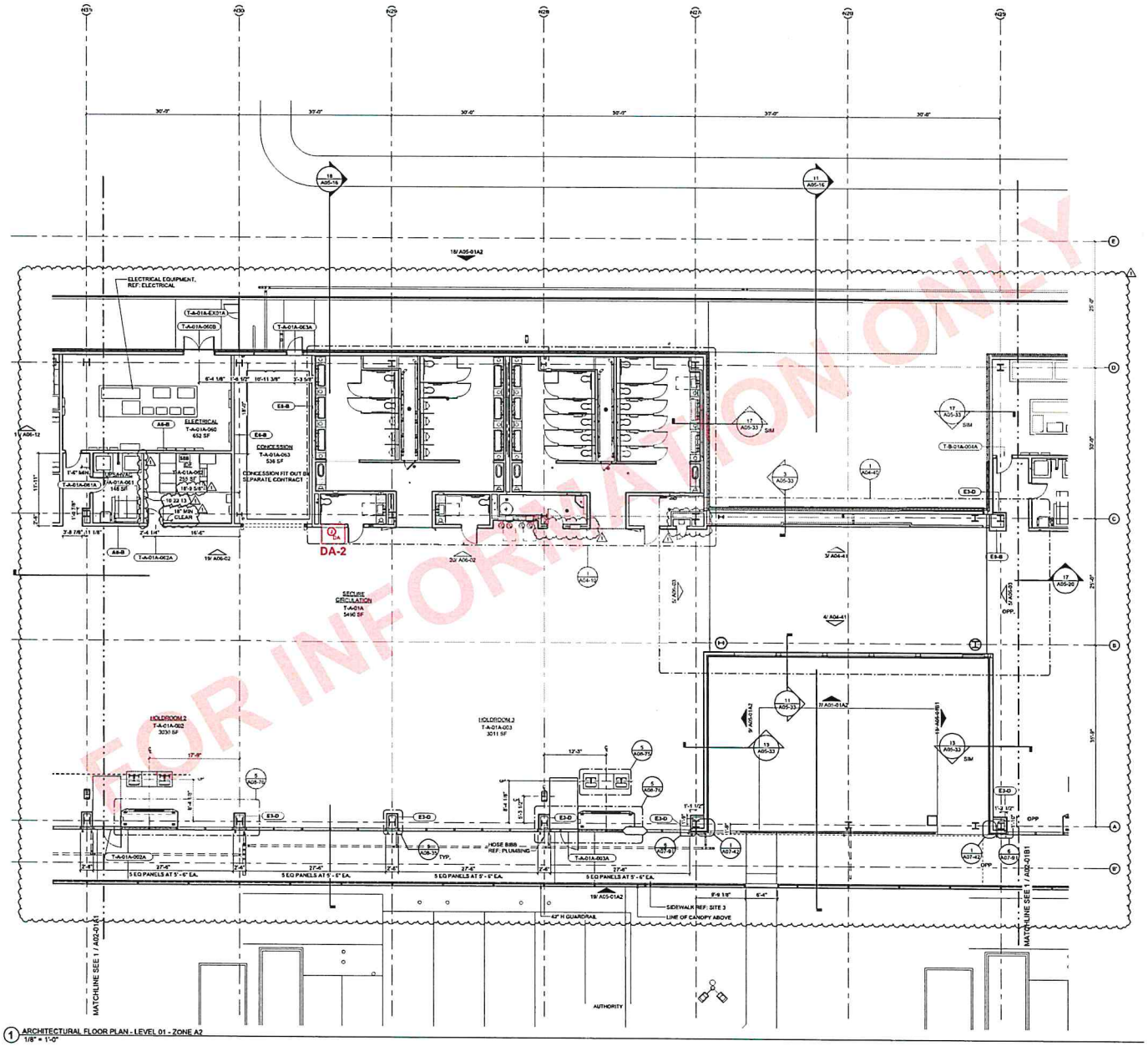

1 ARCHITECTURAL FLOOR PLAN - LEVEL 01 - ZONE A2
1/8" = 1'-0"

GENERAL PLAN NOTES

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

10 22 13 WIRE MESH PARTITIONS

KEYPLAN

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Hollywood Burbank Airport

HOLDER Pankow TEC CORGAN CANNONDESIGN BURNS MCDONNELL

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BURBANK RPT PROJECT
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BURBANK, CA 91505

SHEET TITLE:
ARCHITECTURAL FLOOR PLAN - LEVEL 01 - ZONE A2

PERMIT NUMBER: BS2400265

DATE: 01/31/2025
DRAWN BY: MT
CHECKED BY: Checker

DRAWING No: A02-01A2

TERM2

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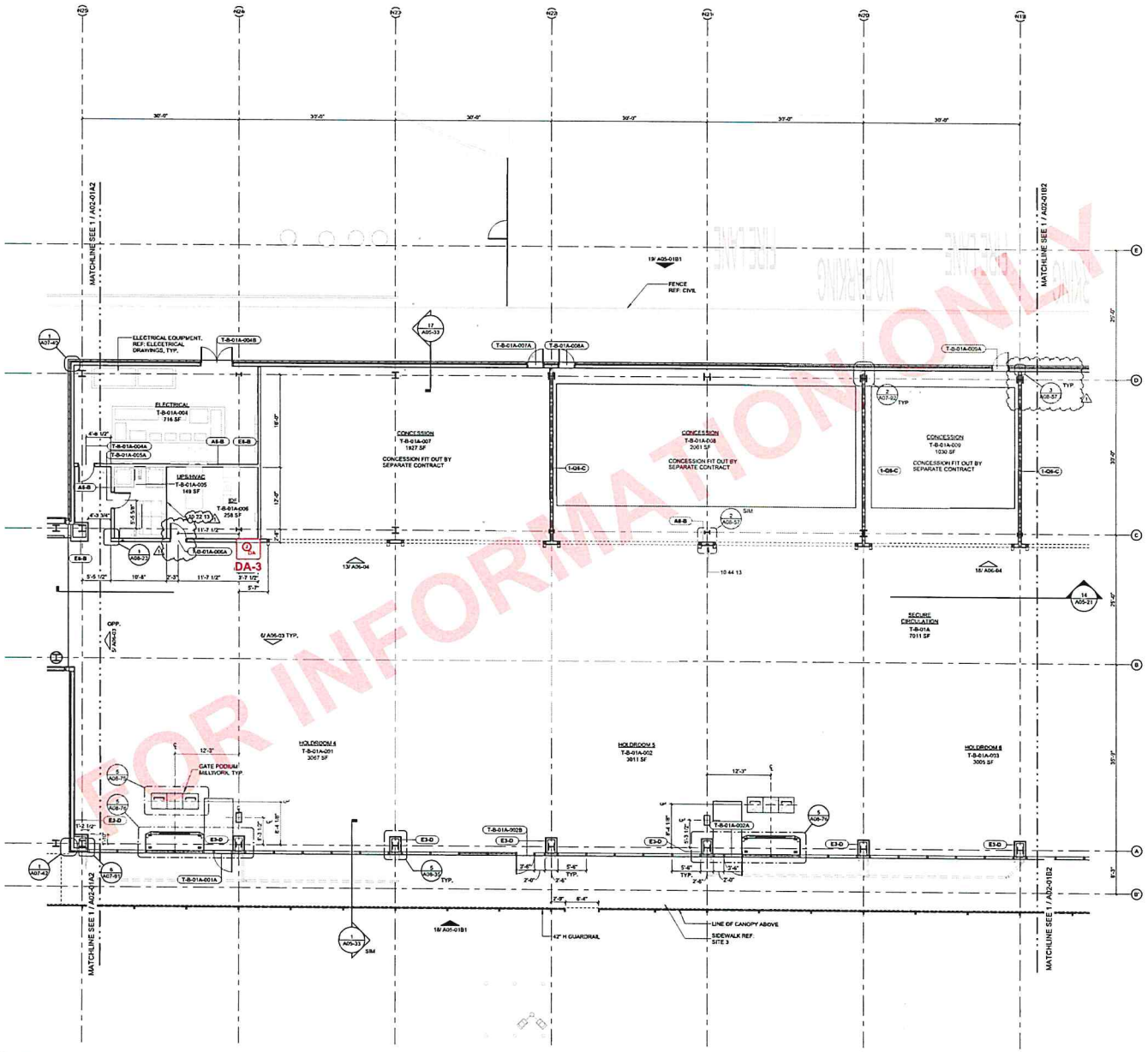

1 ARCHITECTURAL FLOOR PLAN - LEVEL 01 - ZONE B1
1/8" = 1'-0"

FOR INFORMATION ONLY

GENERAL PLAN NOTES

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

10 22 13 WIRE MESH PARTITIONS
10 44 13 FIRE EXTINGUISHER CABINETS

KEYPLAN

REVISIONS	ISSUES

Hollywood Burbank Airport

HOLDER Pankow TEC CORGAN CANNONDESIGN BURNS & MCDONNELL

TERMINAL BUILDING
BURBANK RPT PROJECT
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BURBANK, CA 91505

SHEET TITLE:
ARCHITECTURAL FLOOR PLAN - LEVEL 01 - ZONE B1

PERMIT NUMBER: BS2400265

DATE: 01/31/2025
DRAWN BY: MT
CHECKED BY: Checker
DRAWING No: A02-01B1
TERM2

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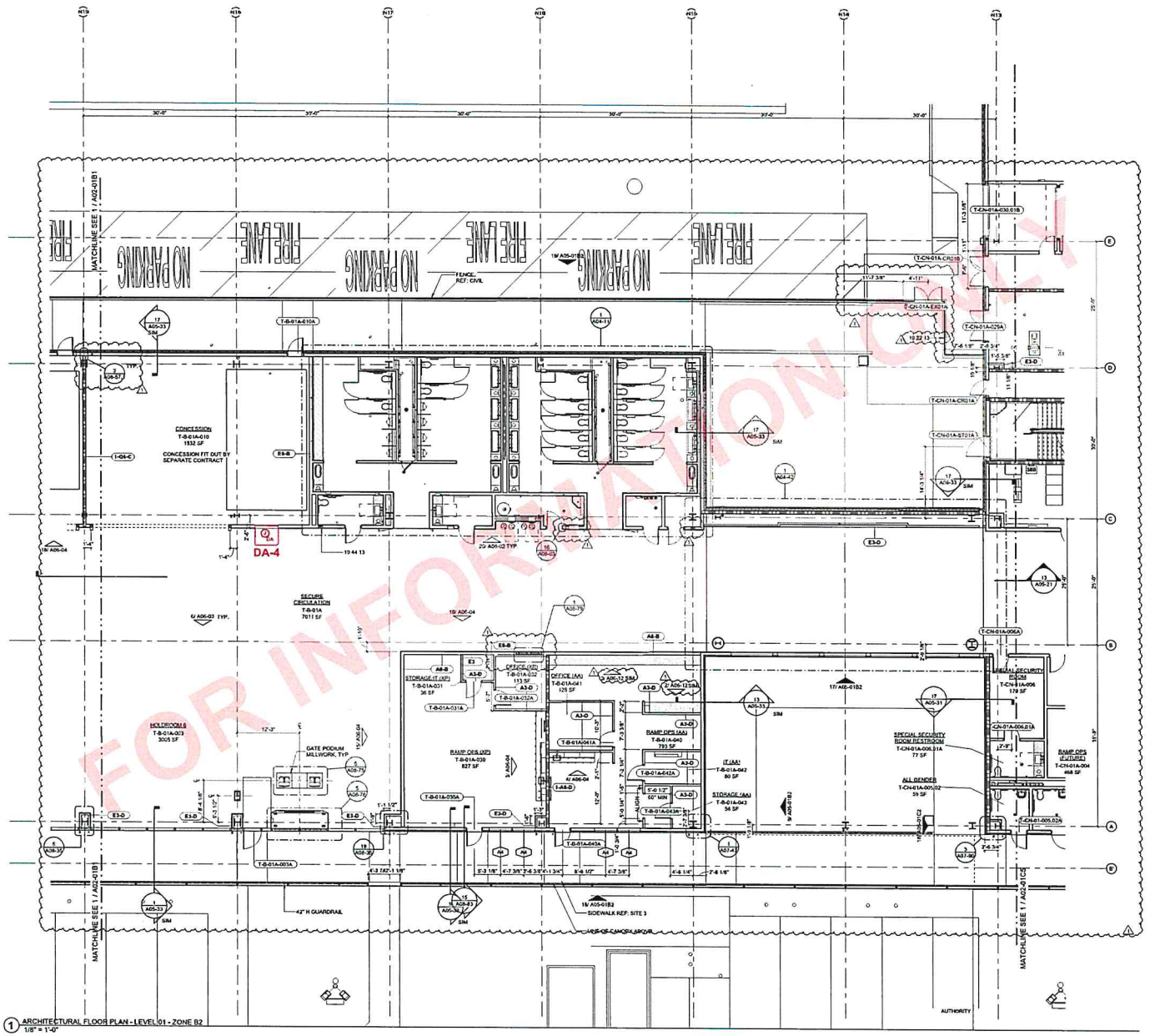

1 ARCHITECTURAL FLOOR PLAN - LEVEL 01 - ZONE B2
1/8" = 1'-0"

FOR INFORMATION ONLY

GENERAL PLAN NOTES

PARTITION RATING LEGEND

- UNRATED PARTITION ASSEMBLY
- 1 HOUR RATED ASSEMBLY *
- 2 HOUR RATED ASSEMBLY *

*REFER TO LIFE SAFETY DRAWINGS FOR ASSEMBLY TYPE - PARTITION OR BARRIER

SHEET NOTES

10 22 13 WIRE MESH PARTITIONS
12 93 13 WIRE MESH BIKE CABINETS

KEYPLAN

REVISIONS		ISSUES	

Hollywood Burbank Airport

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BURBANK, CA 91505

SHEET TITLE:
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PERMIT NUMBER: BS2400265

DATE: 01/31/2025
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CHECKED BY: Checker

DRAWING No: A02-01B2

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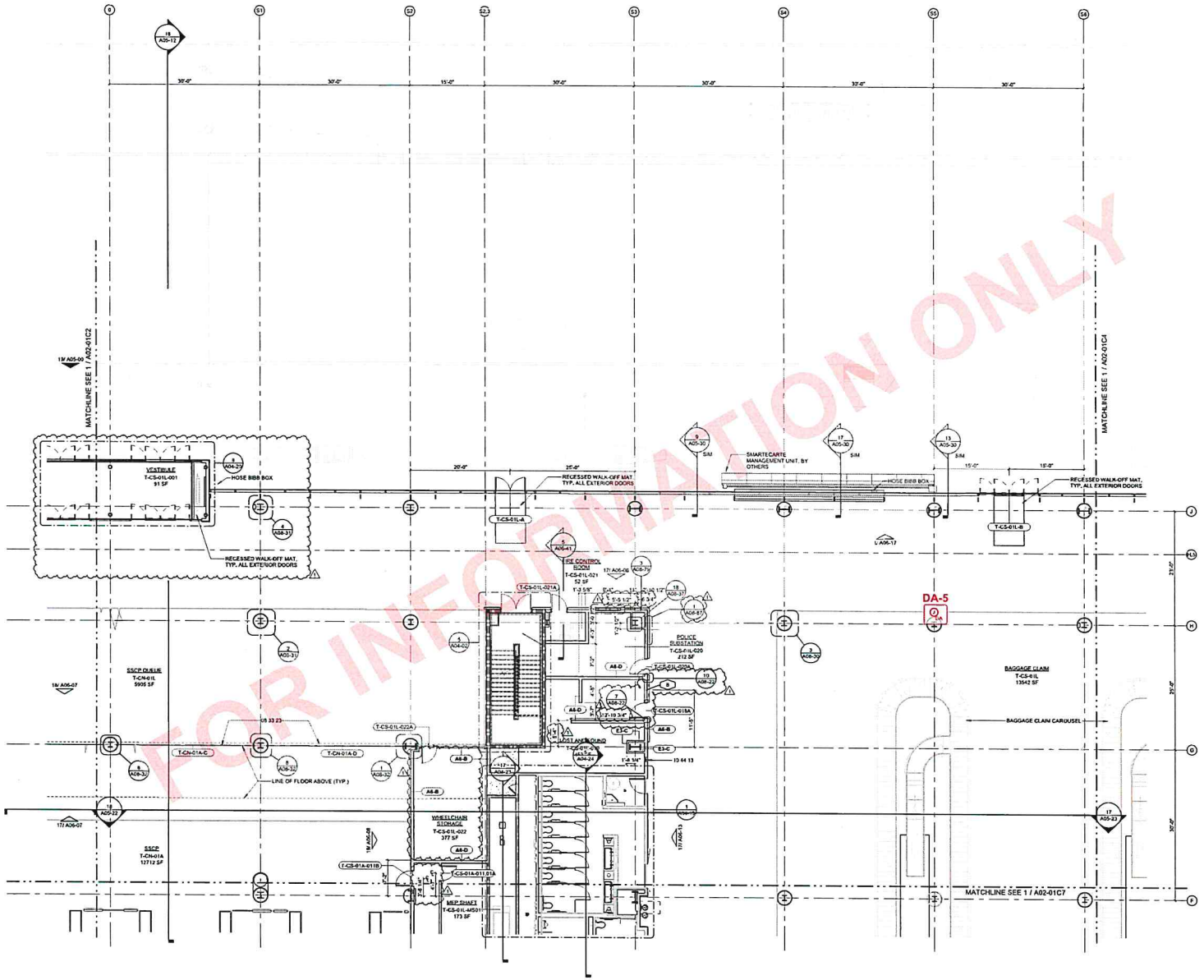

1 ARCHITECTURAL FLOOR PLAN - LEVEL 01 - ZONE C3
1/8" = 1'-0"

FOR INFORMATION ONLY

GENERAL PLAN NOTES

PARTITION RATING LEGEND

UNRATED PARTITION ASSEMBLY
1 HOUR RATED ASSEMBLY *
2 HOUR RATED ASSEMBLY *

*REFER TO LIFE SAFETY DRAWINGS FOR ASSEMBLY TYPE - PARTITION OR BARRIER

SHEET NOTES

08 33 23 OVERHEAD COILING DOORS
10 44 13 FIRE EXTINGUISHER CABINETS

KEYPLAN

REVISIONS	ISSUES

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 01 - ZONE C3

PERMIT NUMBER: BS2400265

DATE: 01/31/2025
DRAWN BY: MT
CHECKED BY: Checker

DRAWING No: A02-01C3

TERM2

RETURN TO INDEX G01-01.1

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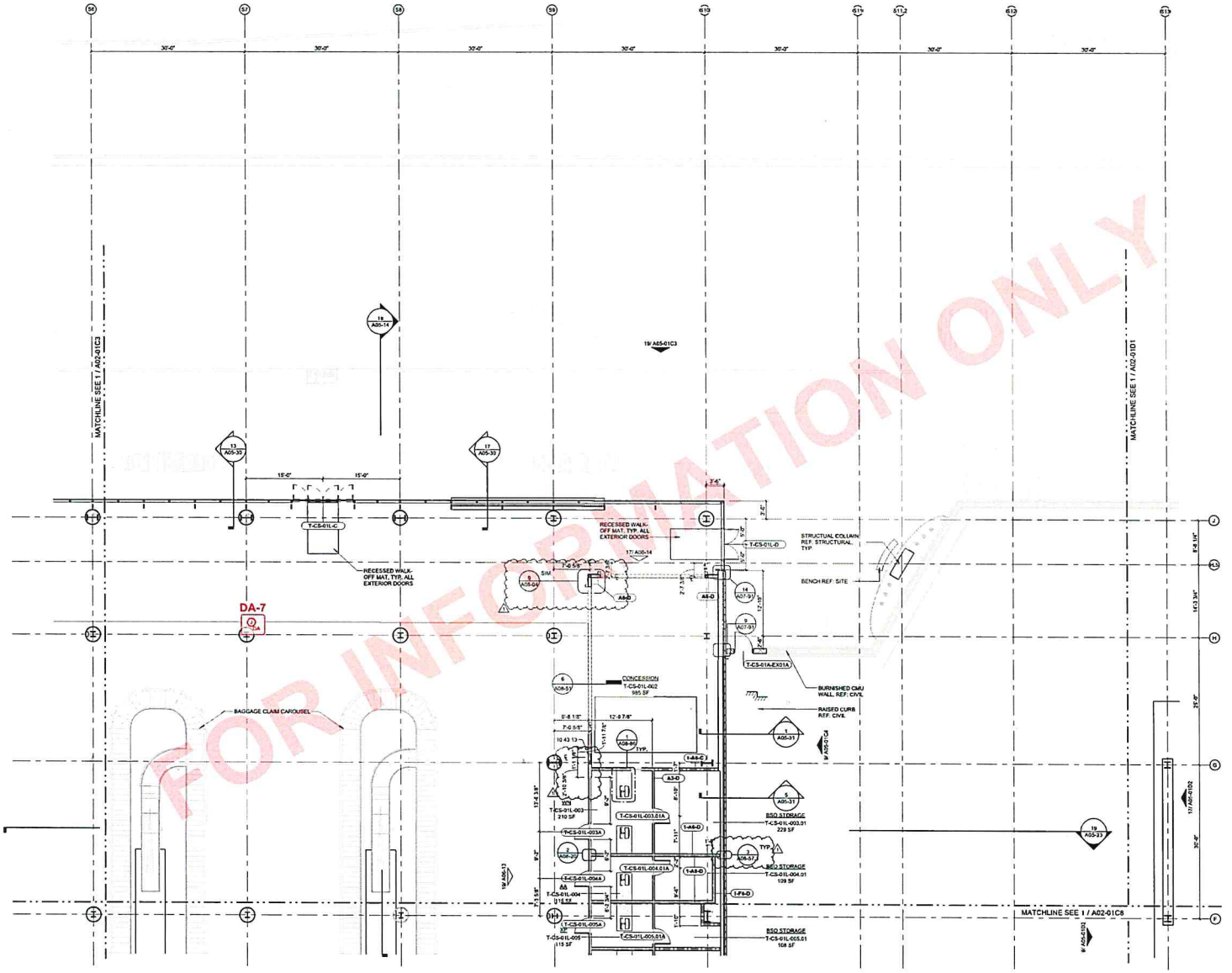

1 ARCHITECTURAL FLOOR PLAN - LEVEL 01 - ZONE C4
1/8" = 1'-0"

GENERAL PLAN NOTES

PARTITION RATING LEGEND

UNRATED PARTITION ASSEMBLY

1 HOUR RATED ASSEMBLY *

2 HOUR RATED ASSEMBLY *

*REFER TO LIFE SAFETY DRAWINGS FOR ASSEMBLY TYPE - PARTITION OR BARRIER

SHEET NOTES

10 43 13 LIFE SAFETY DEVICES AND CABINETS

KEYPLAN

REVISIONS	ISSUES

Hollywood Burbank Airport

Pankow HOLDER TEC CORGAN CANNONDESIGN BURNS MCDONNELL

TERMINAL BUILDING
BURBANK RPT PROJECT
2827 N HOLLYWOOD WAY
BURBANK, CA 91505

SHEET TITLE:
ARCHITECTURAL FLOOR PLAN - LEVEL 01 - ZONE C4

PERMIT NUMBER: BS2400265

DATE: 01/31/2025
DRAWN BY: MT
CHECKED BY: Checker

DRAWING No: A02-01C4

TERM2

RETURN TO INDEX G01-01.1

FOR INFORMATION ONLY

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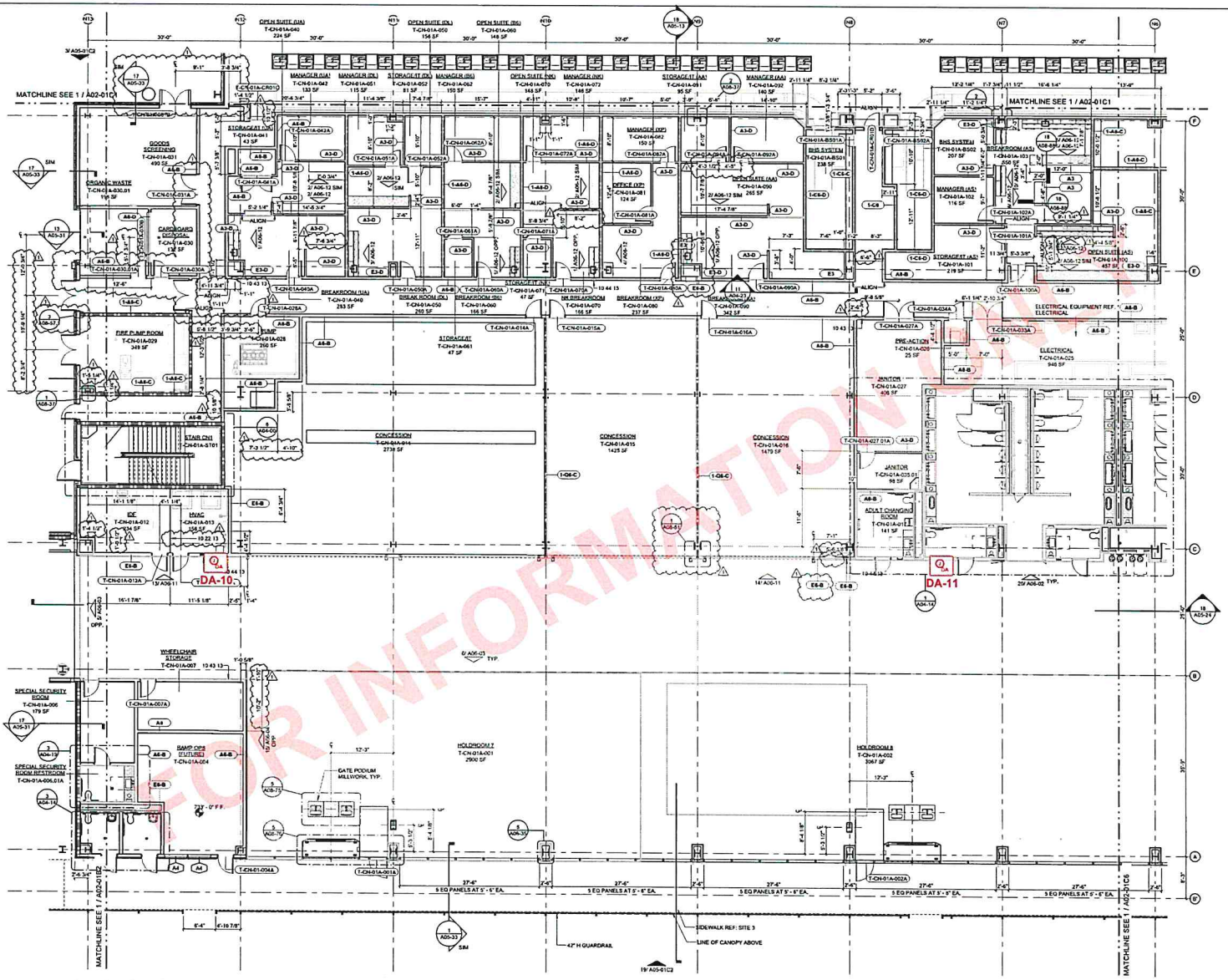

1 ARCHITECTURAL FLOOR PLAN - LEVEL 01 - ZONE C5
1/8" = 1'-0"

GENERAL PLAN NOTES

1. ALL INTERIOR WALLS ARE TYPE 3 AND 3 HR.
2. PROVIDE CONTROL JOINTS IN GYPSUM BOARD WALLS ABOVE THE CORNER OF ALL EXTERIOR DOOR AND WINDOW FRAMES IN THE CENTER OF STRAIGHT WALLS SPACED AT 30'-0" MAX. O.C. AND AT CHANGES IN WALL PLANE. SEE ELEVATIONS FOR LOCATIONS.
3. REFER TO WINDOW SCHEDULE FOR ALL WINDOW SIZES AND DETAILS.
4. REFER TO DOOR SCHEDULE ON SHEET A06-01 FOR ALL DOOR SIZES AND DETAILS.
5. PROVIDE BLOCKING AT WALLS AND CEILINGS FOR FUTURE EQUIPMENT AS REQUIRED.
6. PROVIDE ALL MISCELLANEOUS STEEL AND ANCHORAGE AS REQUIRED FOR ALL ITEMS SHOWN ON DRAWINGS.
7. PROVIDE FIRE RETARDANT PLYWOOD BACKING AT ALL ELECTRICAL EQUIPMENT AND TELEPHONE EQUIPMENT.
8. PROVIDE BLOCKING AT ALL WALLS AND CEILINGS FOR FUTURE EQUIPMENT AS REQUIRED.
9. PROVIDE ALL MISCELLANEOUS STEEL AND ANCHORAGE AS REQUIRED FOR ALL ITEMS SHOWN ON DRAWINGS.
10. PROVIDE LAST RUN BOLT AT ALL BEAMS WHERE THEY ARE SUBJECT TO FUTURE EXPANSION.
11. PROVIDE ALL MISCELLANEOUS STEEL AND ANCHORAGE AS REQUIRED FOR ALL ITEMS SHOWN ON DRAWINGS.
12. PROVIDE ALL MISCELLANEOUS STEEL AND ANCHORAGE AS REQUIRED FOR ALL ITEMS SHOWN ON DRAWINGS.
13. PROVIDE ALL MISCELLANEOUS STEEL AND ANCHORAGE AS REQUIRED FOR ALL ITEMS SHOWN ON DRAWINGS.
14. PROVIDE ALL MISCELLANEOUS STEEL AND ANCHORAGE AS REQUIRED FOR ALL ITEMS SHOWN ON DRAWINGS.
15. PROVIDE ALL MISCELLANEOUS STEEL AND ANCHORAGE AS REQUIRED FOR ALL ITEMS SHOWN ON DRAWINGS.
16. PROVIDE ALL MISCELLANEOUS STEEL AND ANCHORAGE AS REQUIRED FOR ALL ITEMS SHOWN ON DRAWINGS.
17. PROVIDE ALL MISCELLANEOUS STEEL AND ANCHORAGE AS REQUIRED FOR ALL ITEMS SHOWN ON DRAWINGS.
18. PROVIDE ALL MISCELLANEOUS STEEL AND ANCHORAGE AS REQUIRED FOR ALL ITEMS SHOWN ON DRAWINGS.
19. PROVIDE ALL MISCELLANEOUS STEEL AND ANCHORAGE AS REQUIRED FOR ALL ITEMS SHOWN ON DRAWINGS.
20. PROVIDE ALL MISCELLANEOUS STEEL AND ANCHORAGE AS REQUIRED FOR ALL ITEMS SHOWN ON DRAWINGS.
21. PROVIDE ALL MISCELLANEOUS STEEL AND ANCHORAGE AS REQUIRED FOR ALL ITEMS SHOWN ON DRAWINGS.
22. PROVIDE ALL MISCELLANEOUS STEEL AND ANCHORAGE AS REQUIRED FOR ALL ITEMS SHOWN ON DRAWINGS.

PARTITION RATING LEGEND

UNRATED PARTITION ASSEMBLY
1 HOUR RATED ASSEMBLY *
2 HOUR RATED ASSEMBLY *

*REFER TO LIFE SAFETY DRAWINGS FOR ASSEMBLY TYPE - PARTITION OR BARRIER

SHEET NOTES

10 22 13 WIRE MESH PARTITIONS
10 43 13 LIFE SAFETY DEVICES AND CABINETS
10 44 13 FIRE EXTINGUISHER CABINETS

KEYPLAN

C1 C2 C3 C4 D1 D2
A1 A2 B1 B2 C5 C6 C7 C8 D3 D4

0' 2' 4' 8' 16' N

REVISIONS		ISSUES	

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 01 - ZONE C5

PERMIT NUMBER: BS2400265

DATE: 01/31/2025
DRAWN BY: MT
CHECKED BY: Checker

DRAWING No: A02-01C5

TERM2

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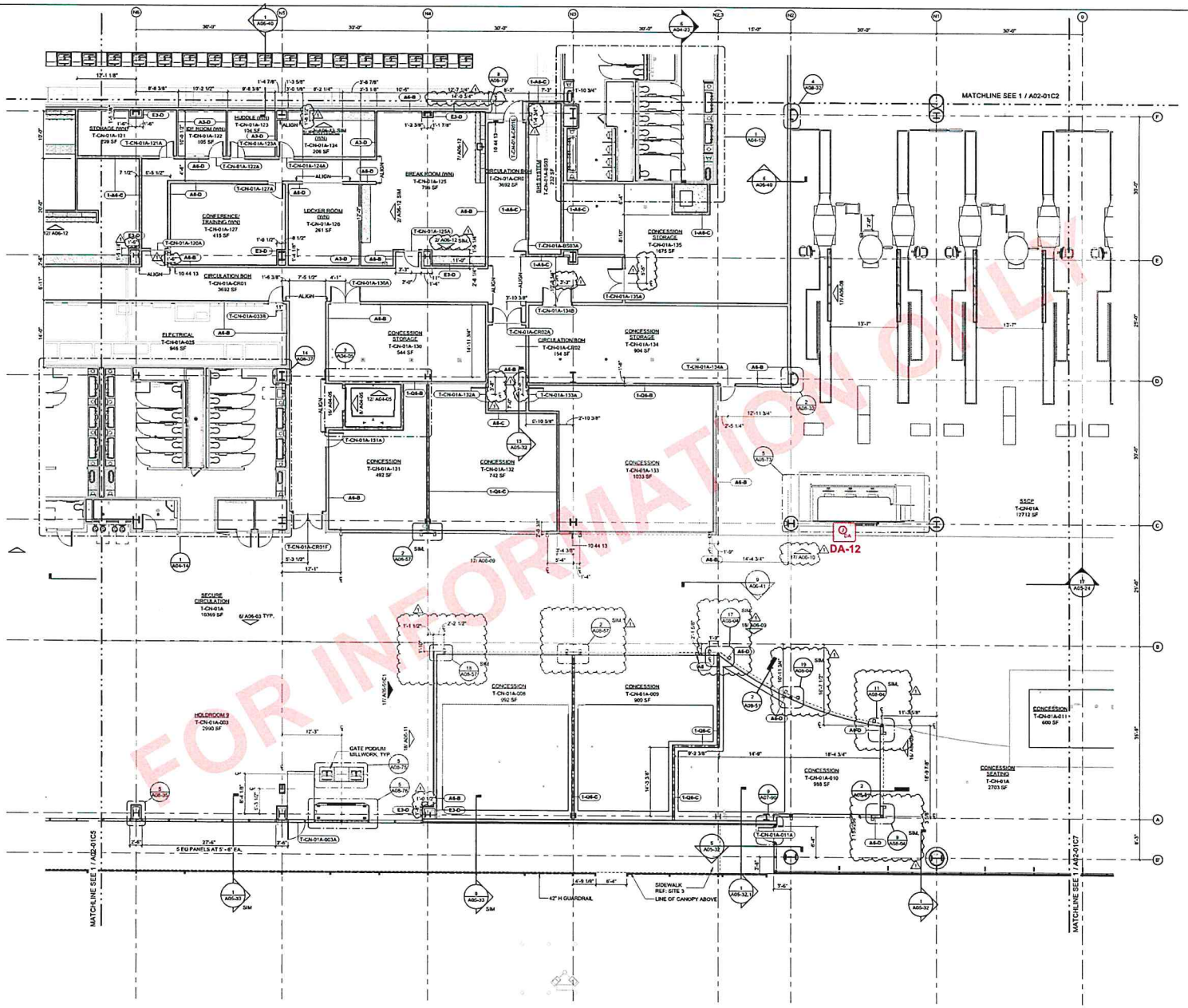
2/24/2025 12:38:21 PM A02-01C5ARCHITECTURAL FLOOR PLAN - LEVEL 01 - ZONE C5



1 ARCHITECTURAL FLOOR PLAN - LEVEL 01 - ZONE C6
1/8" = 1'-0"

GENERAL PLAN NOTES

PARTITION RATING LEGEND

UNRATED PARTITION ASSEMBLY
1 HOUR RATED ASSEMBLY *
2 HOUR RATED ASSEMBLY *

*REFER TO LIFE SAFETY DRAWINGS FOR ASSEMBLY TYPE - PARTITION OR BARRIER

SHEET NOTES

10 44 13 FIRE EXTINGUISHER CABINETS

KEYPLAN

REVISIONS	ISSUES

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 01 - ZONE C6

PERMIT NUMBER: BS2400265

DATE: 01/31/2025
DRAWN BY: MT
CHECKED BY: Checker

DRAWING No: A02-01C6

TERM2

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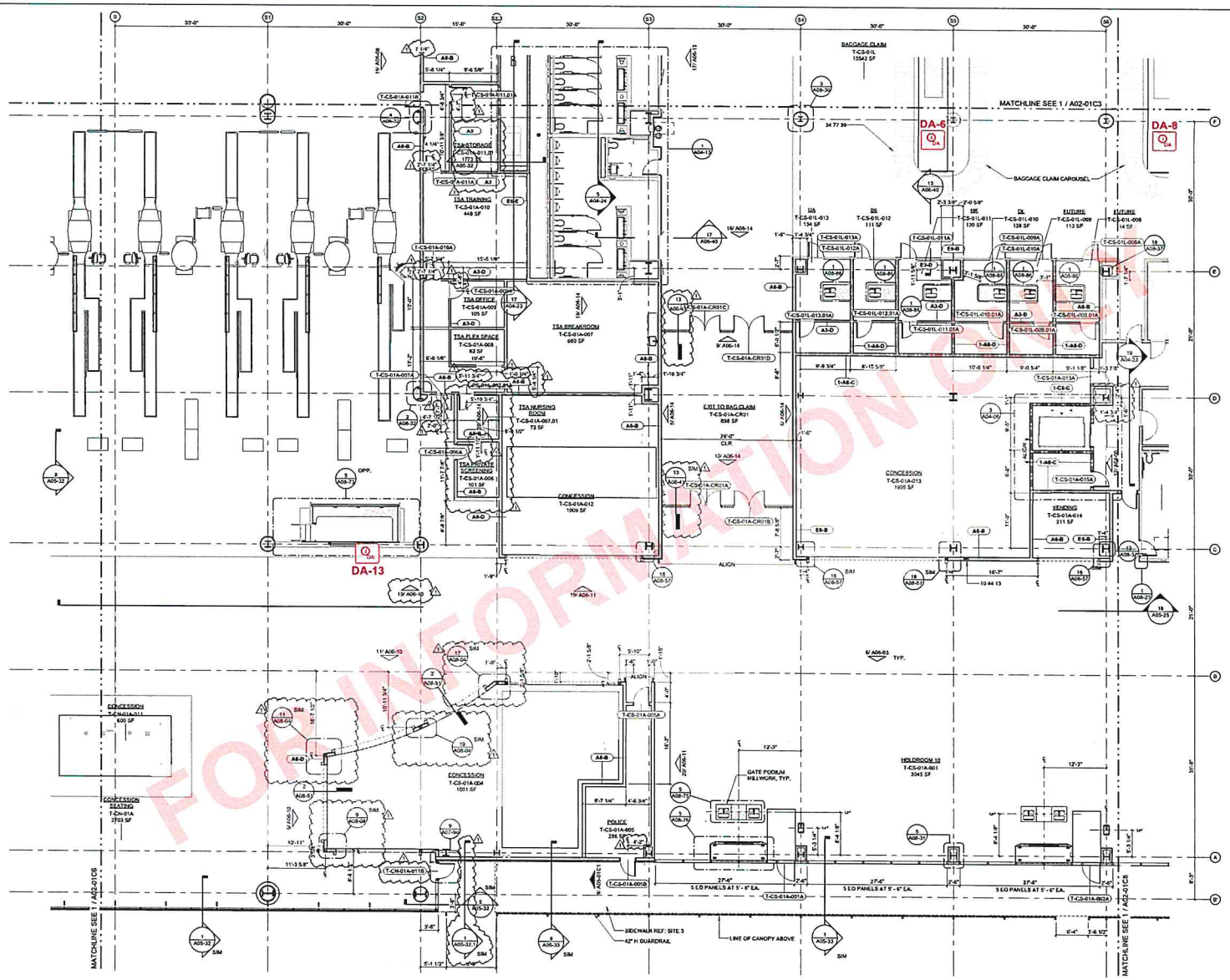
2/24/2025 12:38:27 PM A02-01C6ARCHITECTURAL FLOOR PLAN - LEVEL 01 - ZONE C6



1 ARCHITECTURAL FLOOR PLAN - LEVEL 01 - ZONE C7
1/8" = 1'-0"

GENERAL PLAN NOTES

1. ALL INTERIOR WALLS ARE TYPE A1A2 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 SPACED AT MAXIMUM 30'-0" O.C. AND AT CHANGES IN WALL PLANE. SEE DETAIL 1/A06-01
3. REFER TO WINDOW SCHEDULE (SHEET A07-01) FOR ALL WINDOW SIZES AND TYPES.
4. REFER TO DOOR SCHEDULE (SHEET A07-02) FOR ALL DOOR SIZES AND TYPES.
5. PROVIDE BLOCKING AT ALL WALL MOUNTED ITEMS. SEE DETAIL 2/A06-01
6. PROVIDE PLASTIC LAMINATE WRAP AT ALL EXPOSED WINDOW JAMB EDGES. SEE DETAIL 3/A06-01
7. PROVIDE ROLLER SHUTTER, DOOR AND FRAME U.N.O.
8. PROVIDE CONCRETE CURB AT DOOR OPENINGS TO BE PROVIDED AT A FUTURE DATE. SEE DETAIL 4/A06-01 FOR CONCRETE CURB AT DOOR OPENING.
9. PROVIDE CAST IRON GRATE AT ALL DOWN SPOUTS TO CONCRETE/PLANTER DRAINAGE SYSTEM, TYP.
10. PROVIDE SOLID NON-RATED BRUSHED STAINLESS STEEL WALL CORNER GUARDS AT 90 DEG. ANGLE AT ALL OUTSIDE CORNERS AND ENTRYWAYS IN PUBLIC AREAS, TYPICAL FOR PUBLIC AREAS, EXCEPT IN RESTROOMS.
11. PROVIDE CONCRETE FILLED BOLLARDS AT TOP OF RAMP FOR ALL OUTSIDE CORNERS, TYPICAL FOR ENTRYWAYS, SPACES, FACILITIES TESTING, ETC.
12. PROVIDE 6" HIGH WALL WITH CURB AT ALL EXTERIOR WALLS AND CURBING WALLS. PROVIDE 6" WALL WIDTH CURB AT PLUMBING CHASES AND RESTROOMS.
13. MAXIMUM HEIGHT FOR TSA PHOTOS TO BE IN ACCORDANCE WITH UNITED STATES DEPARTMENT OF HOMELAND SECURITY AND TRANSPORTATION SECURITY ADMINISTRATION
14. REFER TO SHEET A07-02 FOR DOOR SCHEDULE
15. REFER TO SHEET A07-01 FOR GLAZING DETAILS
16. REFER TO SHEET A07-03 FOR FINISH SCHEDULE AND FINISH LEGEND
17. REFER TO SHEET A07-04 FOR WALL TYPES, LEGEND AND DETAILS
18. SEE ENLARGED PLANS FOR LAYOUT AND DETAILS OF WATERPROOFING ELEMENTS INCLUDING FLOOR, UNDERSLAB AND WALL MOUNTED WATERPROOFING ELEMENTS.
19. SEE ENLARGED TYPICAL DRAWINGS FOR FLOOR JOINTS AND FIRE RATED ELEMENT VERIFICATION.
20. WHERE ALIGNS WITHOUT DIMENSION ARE SHOWN, ALIGN WITH FACE OF WALL.
21. WHERE ALIGNS WITHOUT DIMENSION ARE SHOWN, ALIGN WITH FACE OF WALL.
22. WHERE REFERRED TO MAP OF AIRCRAFT MARKUP DIMENSIONS ARE TO BE DIRECTLY WITH FACE OF GYP. BOARD TO TAKE LIFELINE U.N.O.

PARTITION RATING LEGEND

- UNRATED PARTITION ASSEMBLY
- 1 HOUR RATED ASSEMBLY *
- 2 HOUR RATED ASSEMBLY *

*REFER TO LIFE SAFETY DRAWINGS FOR ASSEMBLY TYPE - PARTITION OR BARRIER

SHEET NOTES

10 44 13 FIRE EXTINGUISHER CABINETS
34 77 39 BAGGAGE HANDLING AND CHECKED BAGGAGE INSPECTION SYSTEM

KEYPLAN

FOR INFORMATION ONLY

REVISIONS	ISSUES

Hollywood Burbank Airport

HOLDER Pankow TEC CORGAN CANNONDESIGN BURNS & MCDONNELL

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BURBANK RPT PROJECT
2827 N HOLLYWOOD WAY
BURBANK, CA 91505

SHEET TITLE:
ARCHITECTURAL FLOOR PLAN - LEVEL 01 - ZONE C7

PERMIT NUMBER: BS2400265

DATE: 01/31/2025
DRAWN BY: MT
CHECKED BY: Checker

DRAWING No: A02-01C7

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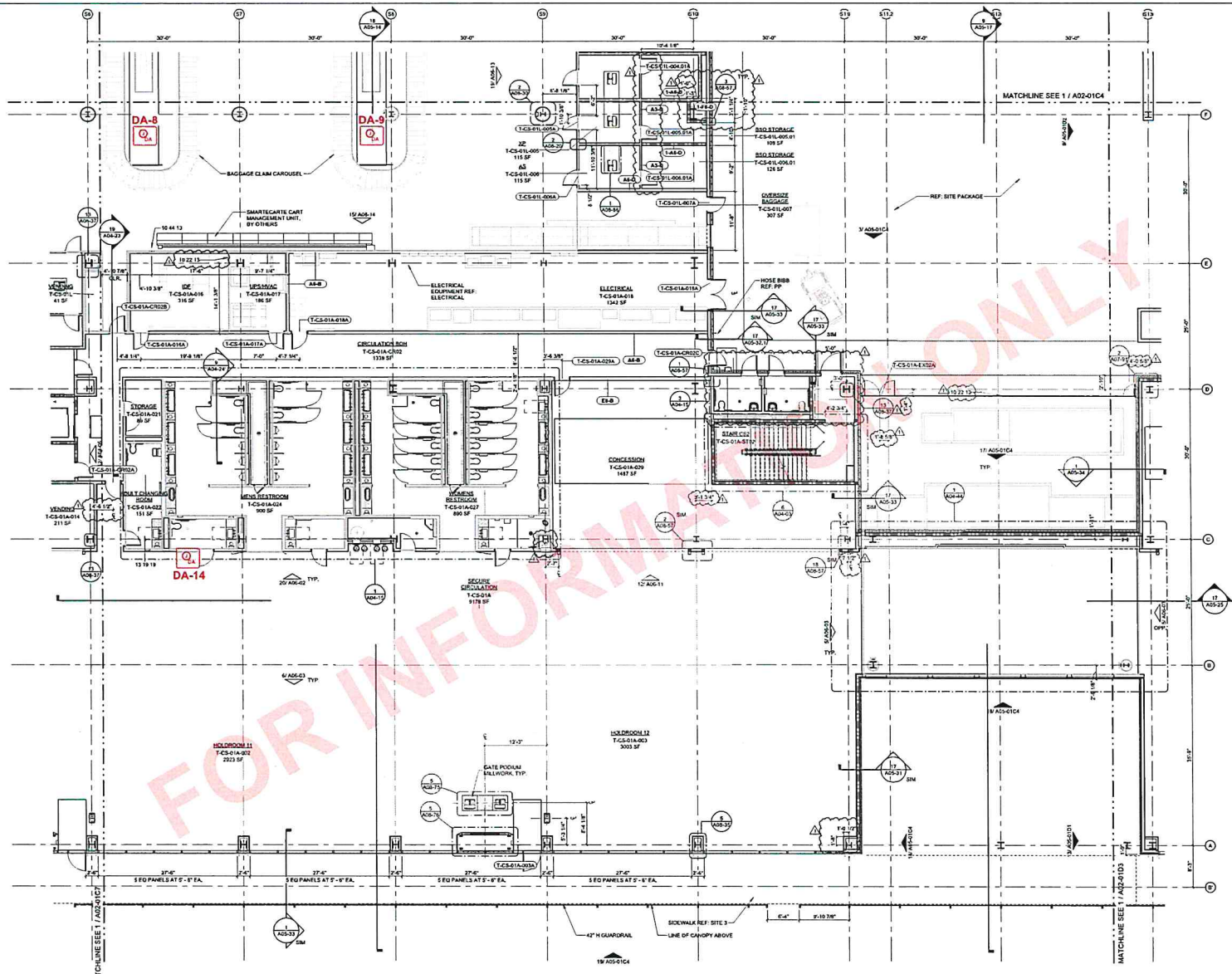
2/24/2025 12:38:33 PM A02-01CARCHITECTURAL FLOOR PLAN - LEVEL 01 - ZONE C7



1 ARCHITECTURAL FLOOR PLAN - LEVEL 01 - ZONE C8
1/8" = 1'-0"

FOR INFORMATION ONLY

GENERAL PLAN NOTES

1. ALL BATHROOM WALLS ARE TYPE A1 (T.O.U.N.O.)
2. PROVIDE CONTROL JOINTS IN GYP BD SOUND WALLS ABOVE THE CORNER OF ALL INTERIOR DOOR AND WINDOW FRAMES IN THE CENTER OF ALL VERTICAL PANELS WHERE POSSIBLE. SEE ARCH. REFLECTED CEILING PLANS FOR LOCATIONS.
3. REFER TO WINDOW SCHEDULE (AND ALT. RETURN ALL WINDOW SILLS AND JAMBS TO FINISH)
4. [illegible]
5. PROVIDE NAILP NAILERS ABOVE ALL STEEL LADDERS FOR RUGS AS REQ.
6. PROVIDE PLASTIC LAMINATE TO FINISH ALL EXPOSED WINDOW BOARDS (PAINT CLEAR LIGHT WINDOWS)
7. PROVIDE PRE-FINISHED METAL DOOR AND FRAME U.N.O.
8. PROVIDE CAST IRON BOOT AT ALL DOWN SPOUTS TO VENT PLUMBING DRAINAGE SYSTEM, TYP.
9. PROVIDE 4" WIDE RECESSED BRUSHED STAINLESS STEEL WALL CORNER GUARDS AT THE TOP AND AT ALL OUTSIDE CORNERS AND ENTRYWAYS IN PUBLIC AREAS, TYPE OF FOR PUBLIC AREAS, EXCEPT IN RESTROOMS.
10. PROVIDE 4" WIDE RECESSED BRUSHED STAINLESS STEEL KICK PLATE AT THE BOTTOM OF ALL DOORS, TYPICAL OF NON-PUBLIC SPACES, EXCEPT IN RESTROOMS.
11. PROVIDE 6" HIGH TILE WITH CURED AT ALL EXTERIOR WALLS AND CURTAIN WALLS, TYPICAL OF ALL EXTERIOR WALLS AND CURTAIN WALLS, TYP.
12. [illegible] SEPARATION AT HOLDROOMS TO BE IN ACCORDANCE WITH TSA'S DEPARTMENT OF HOMELAND SECURITY AND TRANSPORTATION SECURITY ADMINISTRATION.
13. REFER TO SHEET A10-01 FOR PARTITION TYPES.
14. REFER TO ALL REFLECTED CEILING PLANS FOR CEILING HEIGHTS AND DESIGN.
15. REFER TO A00-SERIES DRAWINGS FOR LAYOUT AND DETAILS OF WAYFINDING ELEMENTS INCLUDING FLAGS, OVERHEAD AND WALL MOUNTED WAYFINDING ELEMENTS.
16. REFER TO SHEET A00-03 FOR ACCESSIBILITY NOTES.
17. REFER TO SHEET A00-02 FOR ABBREVIATIONS AND SYMBOLS.
18. REFER TO SHEET A00-01 FOR GENERAL NOTES AND DESIGN.
19. REFER TO SHEET A00-04 FOR SEISMIC EXPANSION JOINTS.
20. SEE ELECTRICAL DRAWINGS FOR FLOOR ABOVE'S, USE EYE BEAM(S) ELEMENT MARK(S).
21. [illegible] SHALL BE DIRECTED WITH PANEL.
22. [illegible] SHALL BE DIRECTED WITH PANEL.
23. [illegible] SHALL EXTEND TO SIDE OF OPENING WITHOUT DIMINISHING AND TO BE DIRECTED WITH FACE OF GYP ASSEMBLY TO MAKE GRADE OR U.N.O.

PARTITION RATING LEGEND

- UNRATED PARTITION ASSEMBLY
- 1 HOUR RATED ASSEMBLY *
- 2 HOUR RATED ASSEMBLY *

*REFER TO LIFE SAFETY DRAWINGS FOR ASSEMBLY TYPE - PARTITION OR BARRIER

SHEET NOTES

10 22 13 WIRE MESH PARTITIONS
10 44 13 FIRE EXTINGUISHER CABINETS
13 19 19 PET RELIEF AREAS

KEYPLAN

0' 2' 4' 8' 16' N

REVISIONS		ISSUES	

Hollywood Burbank Airport

HOLDER Pankow TEC CORGAN CANNONDESIGN BURNS MCDONNELL

TERMINAL BUILDING
BURBANK RPT PROJECT
2827 N HOLLYWOOD WAY
BURBANK, CA 91505

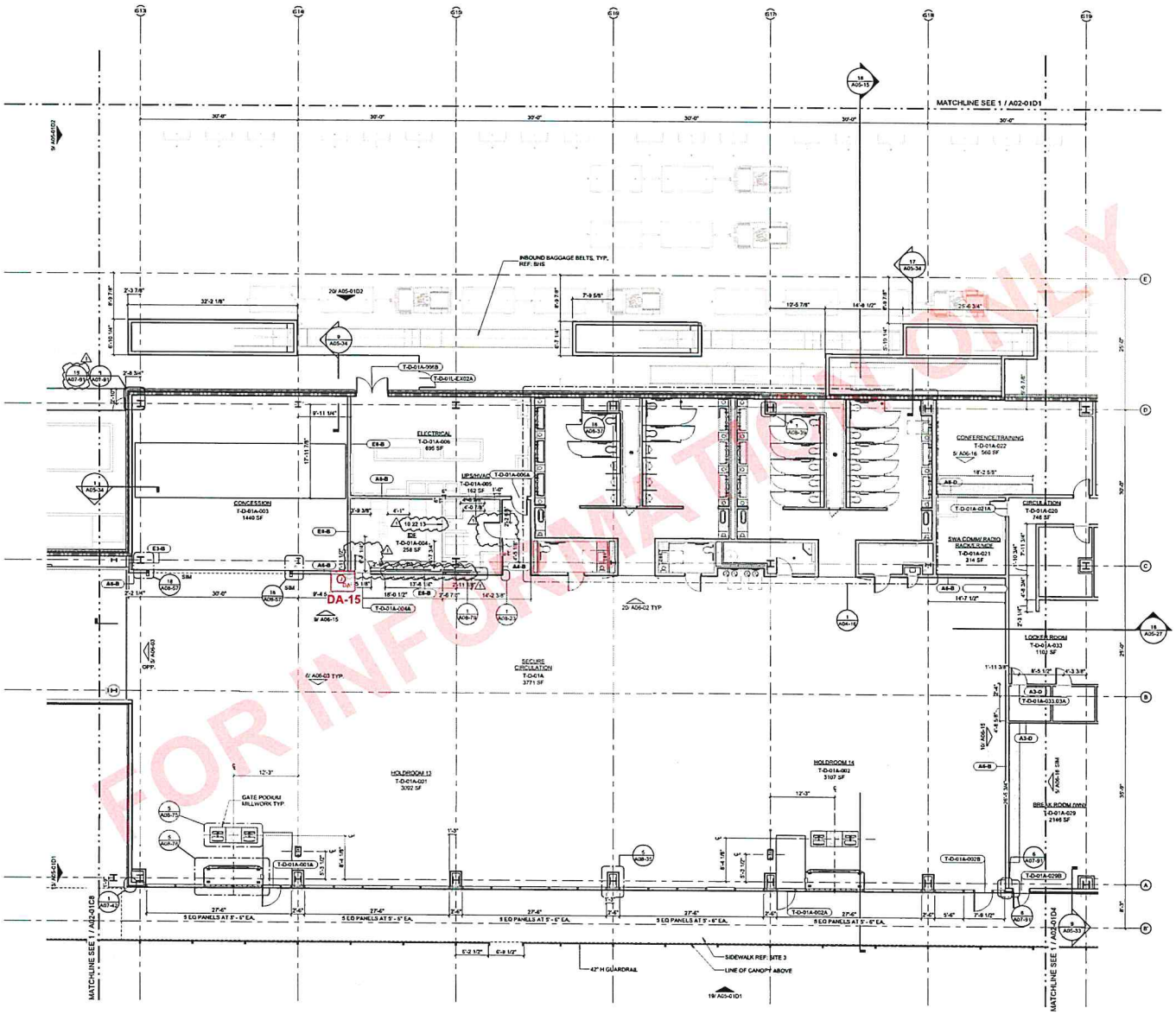
SHEET TITLE:
ARCHITECTURAL FLOOR PLAN - LEVEL 01 - ZONE C8

PERMIT NUMBER: BS2400265

DATE: 01/31/2025
DRAWN BY: MT
CHECKED BY: Checker
DRAWING No: A02-01C8
TERM2

RETURN TO INDEX G01-01.1

2/24/2025 12:38:40 PM A02-01C8ARCHITECTURAL FLOOR PLAN - LEVEL 01 - ZONE C8



1 ARCHITECTURAL FLOOR PLAN - LEVEL 01 - ZONE D3
1/8" = 1'-0"

FOR INFORMATION ONLY

GENERAL PLAN NOTES

PARTITION RATING LEGEND

UNRATED PARTITION ASSEMBLY
1 HOUR RATED ASSEMBLY *
2 HOUR RATED ASSEMBLY *

*REFER TO LIFE SAFETY DRAWINGS FOR ASSEMBLY TYPE - PARTITION OR BARRIER

SHEET NOTES

10 22 13 WIRE MESH PARTITIONS

KEYPLAN

0' 2' 4' 8' 16' N

REVISIONS	ISSUES

Hollywood Burbank Airport

HOLDER Pankow TEC CORGAN CANNONDESIGN BURNS MSDONNELL

TERMINAL BUILDING
BURBANK RPT PROJECT
2827 N HOLLYWOOD WAY
BURBANK, CA 91505

SHEET TITLE:
ARCHITECTURAL FLOOR PLAN - LEVEL 01 - ZONE D3

PERMIT NUMBER: BS2400265

DATE: 01/31/2025
DRAWN BY: MT
CHECKED BY: Checker

DRAWING No: A02-01D3

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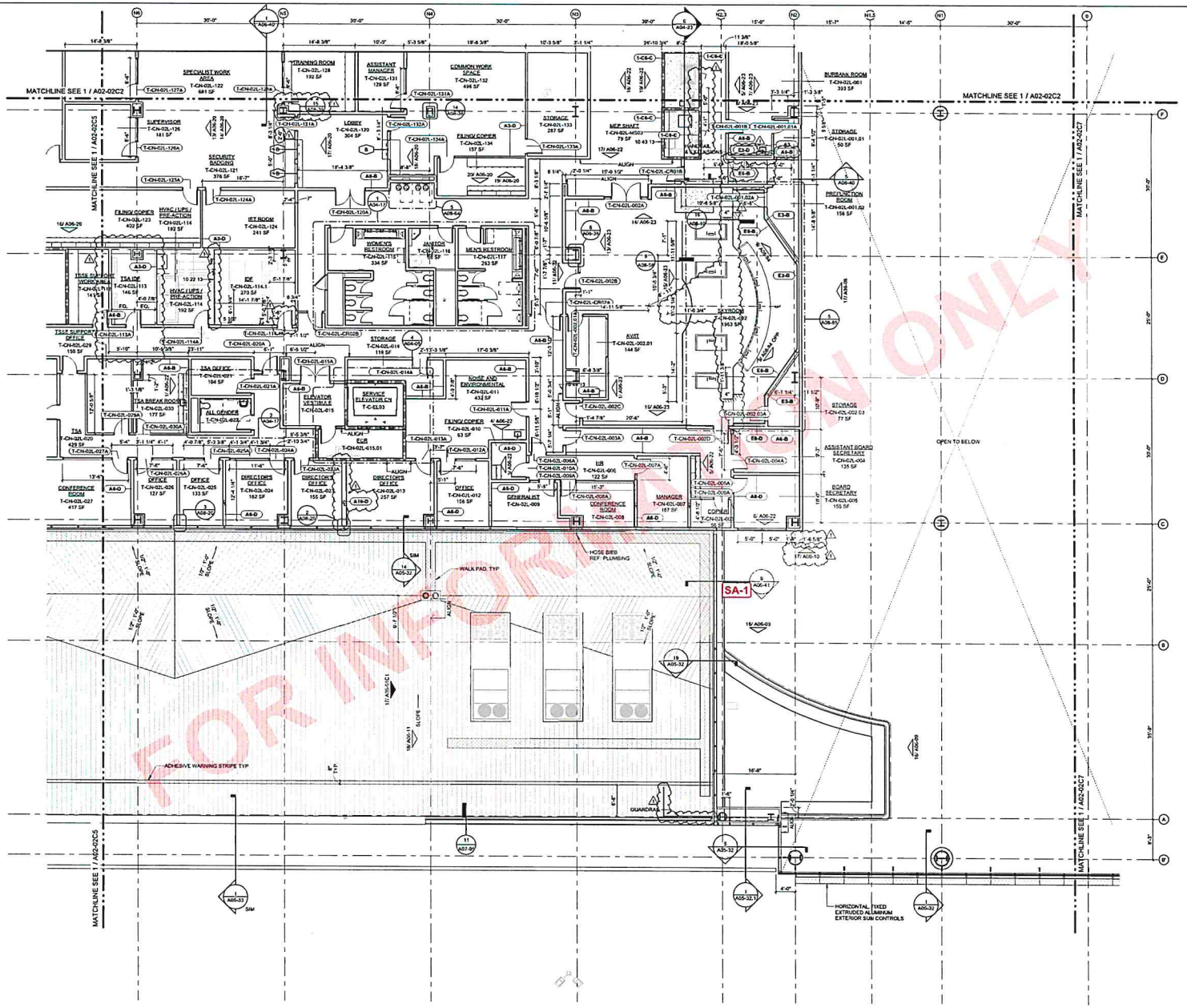
2/24/2025 12:38:53 PM A02-01D3ARCHITECTURAL FLOOR PLAN - LEVEL 01 - ZONE D3



1 ARCHITECTURAL FLOOR PLAN - LEVEL 02 - ZONE C6
1/8" = 1'-0"

GENERAL PLAN NOTES

1. ALL INTERIOR WALLS ARE TYPE A10.01/A10.
2. PROVIDE CONTROL JOINTS IN GYPSUM BOARD WALLS ABOVE THE CORNER OF AN INTERIOR DOOR AND OPENING FRAMES IN WHICH GLASS IS SET IN GYPSUM BOARD WALLS. CONTROL JOINTS SHALL BE LOCATED AT THE CENTER OF THE DOOR OR OPENING FRAME.
3. PROVIDE ROOF HATCHES AS SHOWN ON ROOF PLAN.
4. PROVIDE FLASHING, LOUVERS, SCREENS, FILL PANELS, ALL EXTERIOR WINDOWS, SURFACE CLOSURES, DRY WINDOWS, ETC.
5. PROVIDE WELDING WITH FILLER METAL COMPATIBLE WITH THE METALS BEING WELDED.
6. PROVIDE ALL EQUIPMENT, MATERIALS, AND ACCESSORIES NECESSARY FOR A FUTURE GATE ENTRY SYSTEM.
7. PROVIDE CAST IRON BOOT AT ALL SANITARY VENTS TO EXTERIOR. PROVIDE DRAINAGE SYSTEM TYP.
8. PROVIDE CONCEALED SLEEVE BRUSHED STAINLESS STEEL WALL CORNER GUARDS AT ALL CORNERS AT ALL HALLWAYS, CORRIDORS AND ENTRYWAYS IN PUBLIC AREAS, TYPE AND SIZE PER PUBLIC AREAS SPECIFICATIONS.
9. PROVIDE CONCEALED SLEEVE BRUSHED STAINLESS STEEL WALL CORNER GUARDS AT ALL CORNERS TYPICAL IN ALL NON-PUBLIC SPACES, SPECIFY AS PER FINISHES.
10. PROVIDE 6" HIGH WALL MASTIC CURBS AT ALL EXTERIOR WALLS AND CURTAIN WALLS. PROVIDE 6" WALL MASTIC CURB AT PLUMBING CHASES AND TEST HOUSE.
11. ALL PLUMBING FIXTURES TO BE IN ACCORDANCE WITH CALIFORNIA ENERGY COMMISSION AND DEPARTMENT OF HOMELAND SECURITY AND TRANSPORTATION SECURITY ADMINISTRATION.
12. REFER TO SHEET A10.01 FOR TERMINATION TYPES.
13. REFER TO SHEET A10.01 FOR TYPICAL WALL TYPES.
14. REFER TO ALL DETAILS & SECTIONS FOR LAYOUT AND DETAILS OF WATERPROOFING ELEMENTS INCLUDING PLINTH, UNDERSLAB AND WALL MOUNTED WATERPROOFING ELEMENTS.
15. REFER TO SHEET A60.01 FOR PARTITION TYPES.
16. REFER TO SHEET A60.01 FOR TYPICAL WALL TYPES AND DESIGN.
17. REFER TO WALL DETAILS IN SECTION 9, SEISMIC JOINTS.
18. SEE ELECTRICAL DRAWINGS FOR FLOOR AUDIBLE & VISUAL ALARM EQUIPMENT LOCATIONS.
19. WALL & SOFFIT FINISHES TO BE AS SCHEDULED.
20. WALLS AS REFERRED TO SHALL BE CONCRETE WITHOUT SHEETROCK AND TO BE SHEETED WITH FACE OF GYP. 2 INCHES TO SAID CONCRETE 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 A01-51 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

10 22 13 WIRE MESH PARTITIONS
10 43 13 LIFE SAFETY DEVICES AND CABINETS
10 44 13 FIRE EXTINGUISHER CABINETS

KEYPLAN

0' 2' 4' 8' 16' N

REVISIONS		ISSUES	

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 C6

PERMIT NUMBER: BS2400265

DATE: 01/31/2025
DRAWN BY: MT
CHECKED BY: Checker

DRAWING No: A02-02C6

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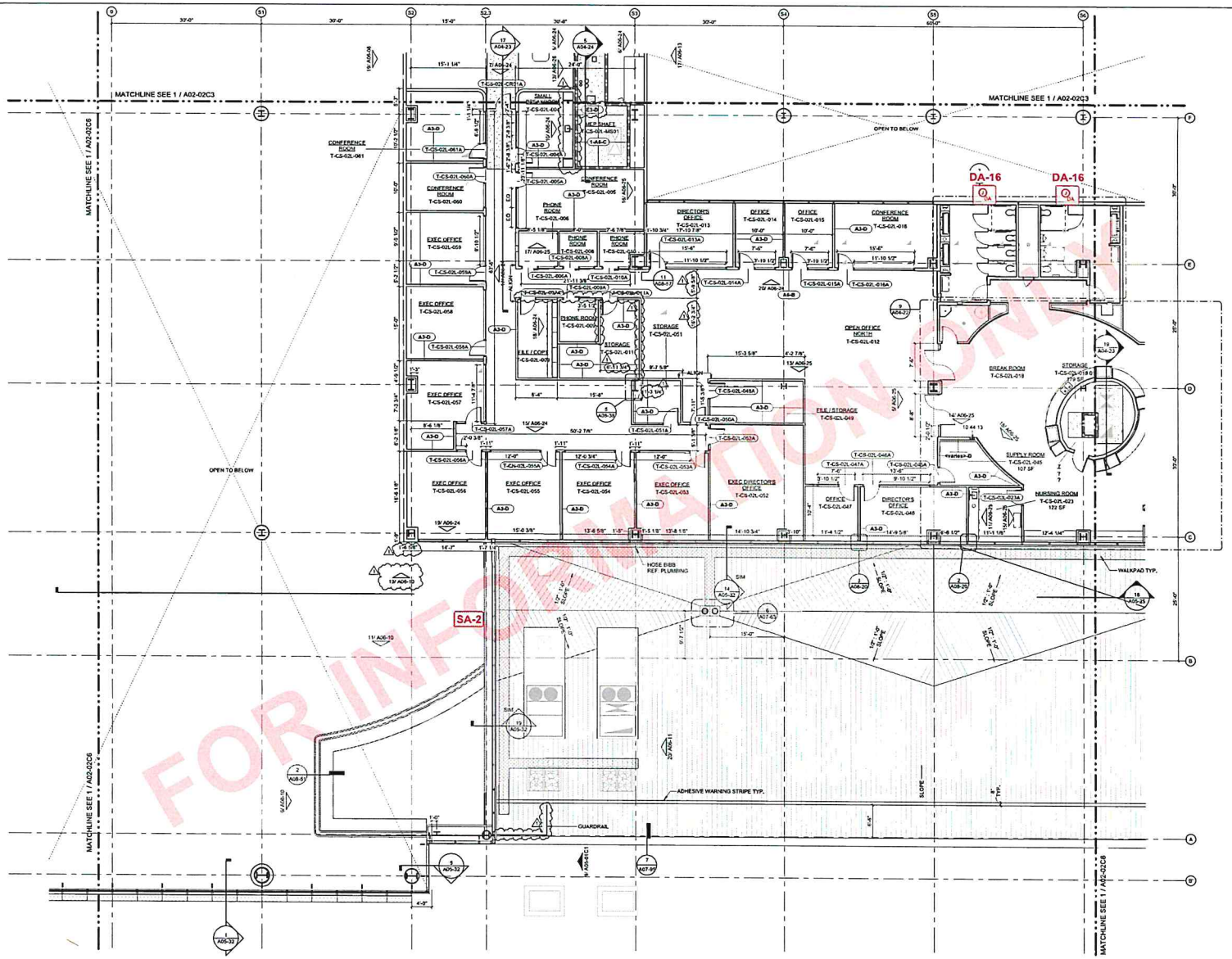
RETURN TO INDEX G01-01.1

2/24/2025 12:39:23 PM A02-02C6ARCHITECTURAL FLOOR PLAN - LEVEL 02 - ZONE C6



1 ARCHITECTURAL FLOOR PLAN - LEVEL 02 - ZONE C7
1/8" = 1'-0"

GENERAL PLAN NOTES

1. ALL INTERIOR WALLS ARE TYPE A10.11 NO.1 UNLESS NOTED OTHERWISE.
2. PROVIDE CONTROL JOINTS IN GYPSUM BOARD WALLS ABOVE THE CORNER OF ALL DOOR AND WINDOW OPENINGS AT LOCATIONS AS INDICATED ON REFLECTED CEILING PLANS AND AS REQUIRED TO LIMIT DISTANCE BETWEEN CONTROL JOINTS TO A MAXIMUM OF 30'-0" IN ANY DIRECTION.
3. REFER TO ROOM FINISH SCHEDULE ON SHEET A10.10 FOR ALL WINDOW SILL TYPES AND CONDITIONS.
4. PROVIDE PLASTIC LAMINATE WRAPPED TACKABLE WOOD PANELS AT ALL EXPOSED GYPSUM BOARD DRYWALL PARTITIONS.
5. PROVIDE WELDED METAL DOOR FRAMES U.N.O.
6. PROVIDE ACCESSIBLE DOOR HARDWARE AT EACH DOOR REQUIRED TO BE ACCESSIBLE AT ALL ACCESSIBLE DOORS.
7. PROVIDE CAST IRON GRATE AT ALL DRAIN OUTLETS TO RECEIVE FLOOR DRAINAGE SYSTEM, TYP.
8. PROVIDE CONCEALED RECESSED BRUSHED STAINLESS STEEL PANEL COVERS OVER ALL EXPOSED EDGES OF WALL MOUNTED TOILET PARTITIONS AT ALL OUTDOOR COMMON AND BATHROOMS IN PUBLIC AREAS, TYPICAL FOR PUBLIC AREAS, EXCEPT IN RESTROOMS.
9. PROVIDE STAINLESS STEEL FLUSHING SHIELD AT TOP OF ANY FURR OUT WALL CONCEALING PIPING, TYPICAL. PROVIDE SHIELD AT ALL EXTERIOR WALLS AND CURTAIN WALLS. PROVIDE 6" WALL WHERE ITEM IS AT PLUMBING LINGUS AND RESTROOMS. MINIMUM HEIGHT FOR TEN INCHES TO BE IN ACCORDANCE WITH UNITED STATES DEPARTMENT OF HOMELAND SECURITY AND TRANSPORTATION SECURITY ADMINISTRATION.
10. REFER TO SHEET A10.10 FOR FINISH MATERIAL KEY
11. REFER TO SHEET A10.20 FOR TYPICAL DETAILS
12. REFER TO SHEET A10.21 FOR MILLWORK DRAWINGS FOR LAYOUT AND DETAILS OF MISCELLANEOUS ELEMENTS INCLUDING FLOOR, DARKENING AND WALL MOUNTED MISCELLANEOUS ELEMENTS.
13. REFER TO SHEET A10.21 FOR PARTITION TYPES
14. REFER TO SHEET A10.22 FOR DOOR SCHEDULE AND DOOR TYPES
15. SEE ELECTRICAL DRAWINGS FOR FLOOR LAYOUTS THAT SHOW FURNITURE ZONES
16. SEE ELECTRICAL DRAWINGS FOR FLOOR LAYOUTS THAT SHOW FURNITURE ZONES
17. PROVIDE BLOCKING (PLYWOOD WITHOUT DARKENING) AT WALL TO BE SPECIFIED WITH WALL MOUNTED ITEMS. SEE ELEVATIONS FOR ITEMS REQUIRING BLOCKING.
18. PROVIDE A SOFFIT TO MAKE UP GYPSUM WITHOUT DARKENING AND TO BE SPECIFIED WITH SURFACE OF CITY ASSIGNED TO MAKE GYPSUM 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 CW-1-04
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 - PARTITION OR BARRIER

SHEET NOTES

10 44 13 FIRE EXTINGUISHER CABINETS

KEYPLAN

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REVISIONS		ISSUES	

Hollywood Burbank Airport

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BURBANK, CA 91505

SHEET TITLE:
ARCHITECTURAL FLOOR PLAN - LEVEL 02 - ZONE C7

PERMIT NUMBER: BS2400265

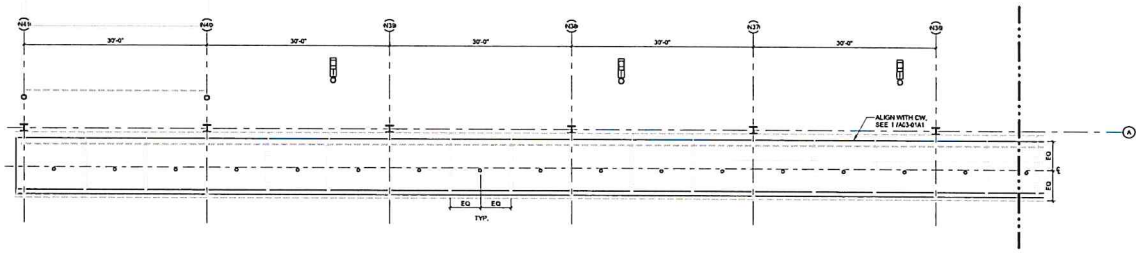
DATE: 01/31/2025
DRAWN BY: MT
CHECKED BY: Checker

DRAWING No: A02-02C7

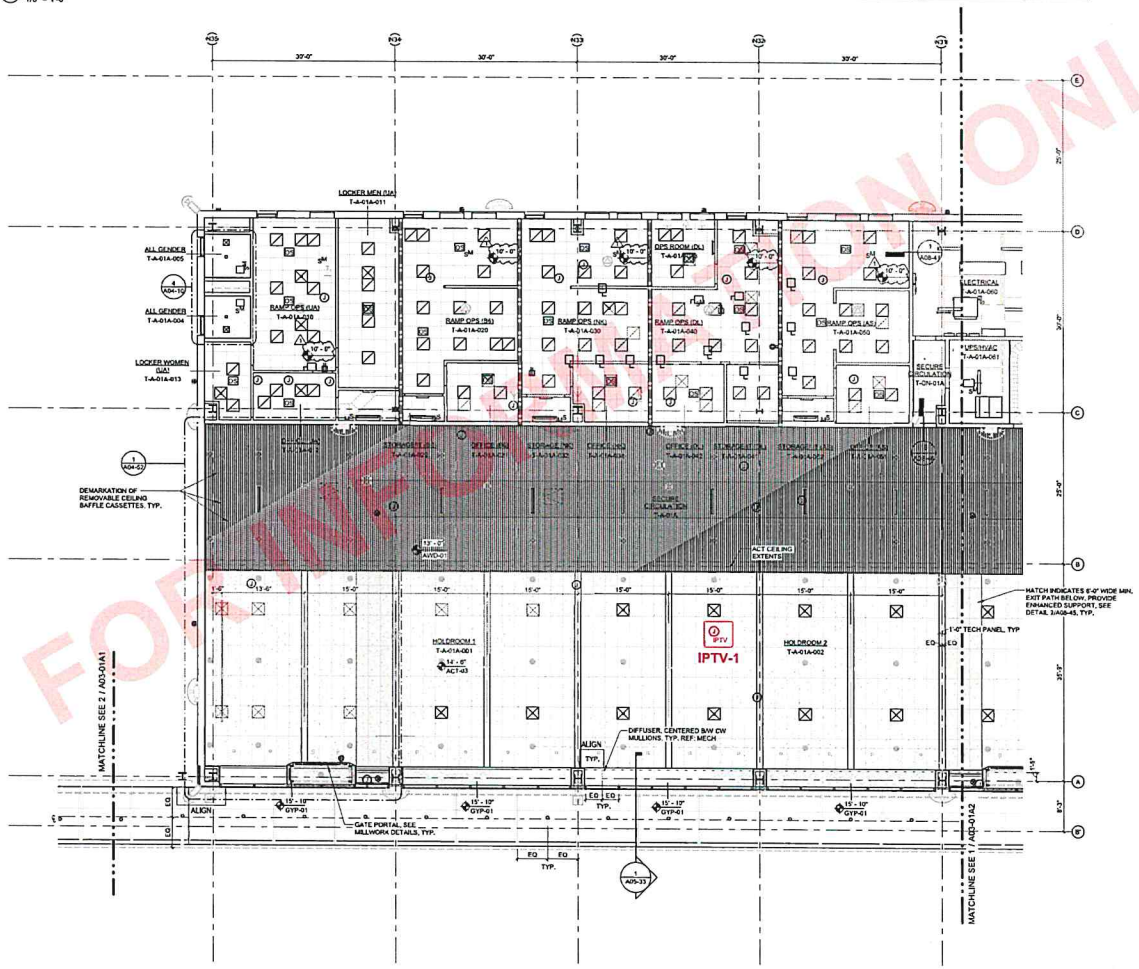
TERM2

RETURN TO INDEX G01-01.1

2/24/2025 12:39:28 PM A02-02C7 ARCHITECTURAL FLOOR PLAN - LEVEL 02 - ZONE C7



2 REFLECTED CEILING PLAN - LEVEL 01 - ZONE A1 CANOPY
1/8" = 1'-0"



1 REFLECTED CEILING PLAN - LEVEL 01 - ZONE A1
1/8" = 1'-0"

FOR INFORMATION ONLY

GENERAL RCP NOTES

SHEET NOTES

RCP LEGEND

ES EXPOSED STRUCTURE	CLG MOUNTED CURTAIN TRACK
2X2 LAY-IN INDIRECT FIXTURE	2X4 LAY-IN INDIRECT FIXTURE
1X4 LAY-IN INDIRECT FIXTURE	RECESSED LIGHT FIXTURE
2X2 LAY-IN PARABOLIC FIXTURE	2X4 LAY-IN PARABOLIC FIXTURE
1X4 HUNG PARABOLIC STRIP	RECESSED WALLWASHER
2X2 LAY-IN LENS FIXTURE	2X4 LAY-IN LENS FIXTURE
1X4 LAY-IN LENS FIXTURE	HANGING PENDANT LIGHTING FIXTURE
WALL SCONCE TOP @ 7'-2" A.F.F.	COVE LIGHTING
7'-0" HEIGHT A.F.F., ACT-01 FINISHED CEILING	SUPPLY AIR DIFFUSER
RETURN AIR DIFFUSER	EXHAUST AIR GRILLE
CEILING SPEAKER	EMERGENCY EXIT FIXTURE

CEILING HATCH LEGEND

ACM-01A, ACM-01B, ACM-01C, ACM-02, ACM-04, ACM-05, ACT-01, ACT-02, ACT-03, ACT-04, AWD-01, AWD-02, AWD-03, EXP-01, PT-01, PT-05

KEYPLAN

REVISIONS		ISSUES	

Hollywood Burbank Airport

HOLDER Pankow TEC CORGAN CANNONDESIGN BURNS MCDONNELL

TERMINAL BUILDING
BURBANK RPT PROJECT
2827 N HOLLYWOOD WAY
BURBANK, CA 91505

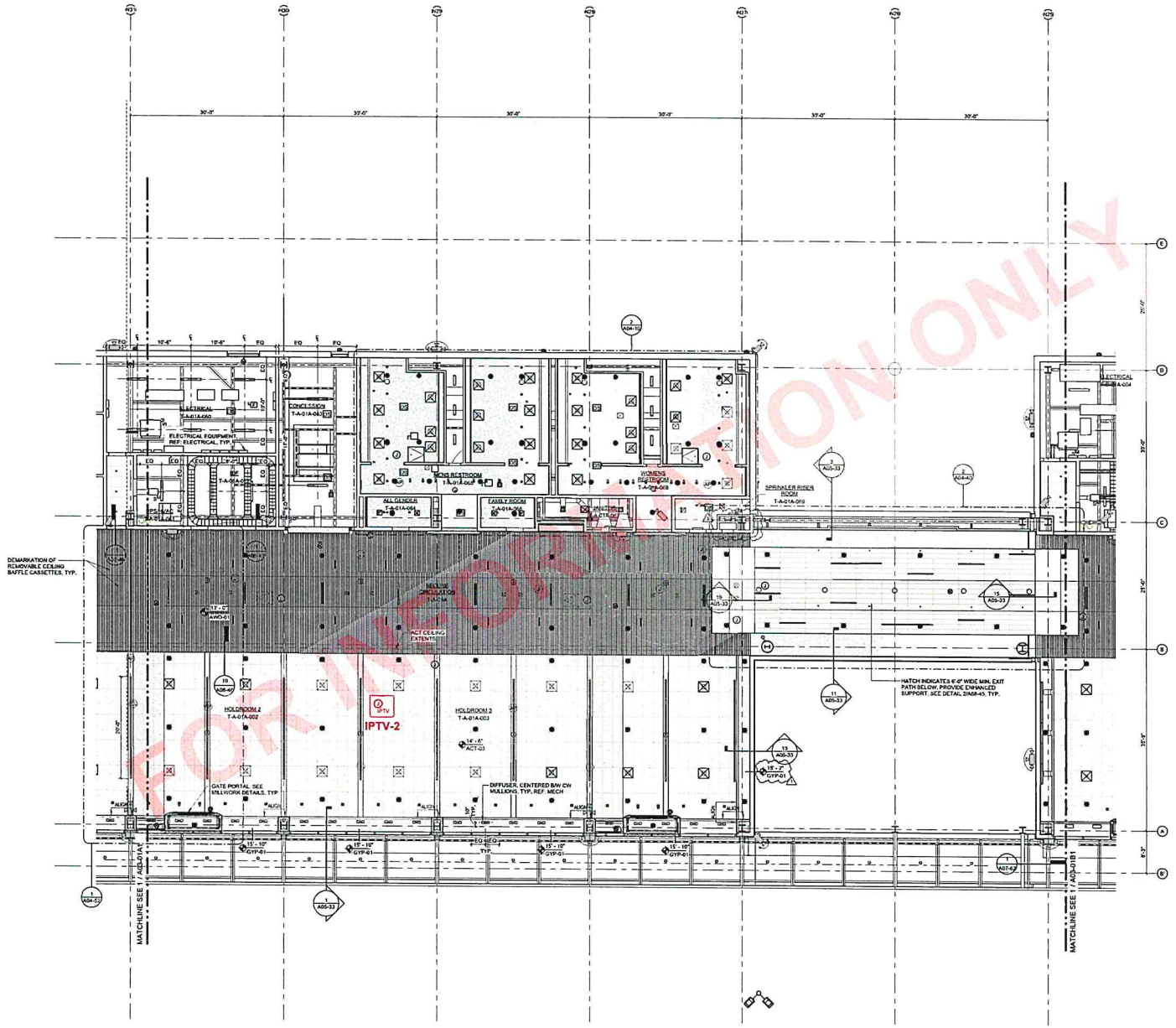
SHEET TITLE:
REFLECTED CEILING PLAN - LEVEL 01 - ZONE A1

PERMIT NUMBER: BS2400265

DATE: 01/31/2025
DRAWN BY: MT
CHECKED BY: Checker
DRAWING No: A03-01A1
TERM2

RETURN TO INDEX G01-01.1

2/14/2025 5:49:26 PM A03-01A REFLECTED CEILING PLAN - LEVEL 01 - ZONE A1



1 REFLECTED CEILING PLAN - LEVEL 01 - ZONE A2
1/8" = 1'-0"

GENERAL RCP NOTES

SHEET NOTES

RCP LEGEND

ES EXPOSED STRUCTURE	CLG MOUNTED CURTAIN TRACK
2X2 LAY-IN INDIRECT FIXTURE	2X4 LAY-IN INDIRECT FIXTURE
1X4 LAY-IN INDIRECT FIXTURE	RECESSED LIGHT FIXTURE
2X2 LAY-IN PARABOLIC FIXTURE	2X4 LAY-IN PARABOLIC FIXTURE
1X4 HUNG PARABOLIC STRIP	RECESSED WALLWASHER
2X2 LAY-IN LENS FIXTURE	2X4 LAY-IN LENS FIXTURE
1X4 LAY-IN LENS FIXTURE	HANGING PENDANT LIGHTING FIXTURE
WALL SCONCE TOP @ F.F.F.	COVE LIGHTING
1'-0" HEIGHT A.F.F., ACT-01 FINISHED CEILING	SUPPLY AIR DIFFUSER
RETURN AIR DIFFUSER	EXHAUST AIR GRILLE
CEILING SPEAKER	EMERGENCY EXIT FIXTURE

CEILING HATCH LEGEND

ACM-01A, ACM-01B, ACM-01C, ACM-02, ACM-04, ACM-05, ACT-01, ACT-02, ACT-03, ACT-04, AWD-01, AWD-02, AWD-03, EXP-01, PT-01, PT-05

KEYPLAN

0' 2' 4' 8' 16' N

REVISIONS		ISSUES	

Hollywood Burbank Airport

HOLDER Pankow TEC CORGAN CANNONDESIGN BURNS MCDONNELL

TERMINAL BUILDING
BURBANK RPT PROJECT
2827 N HOLLYWOOD WAY
BURBANK, CA 91505

SHEET TITLE:
REFLECTED CEILING PLAN - LEVEL 01 - ZONE A2

PERMIT NUMBER: BS2400265

DATE: 01/31/2025
DRAWN BY: MT
CHECKED BY: Checker

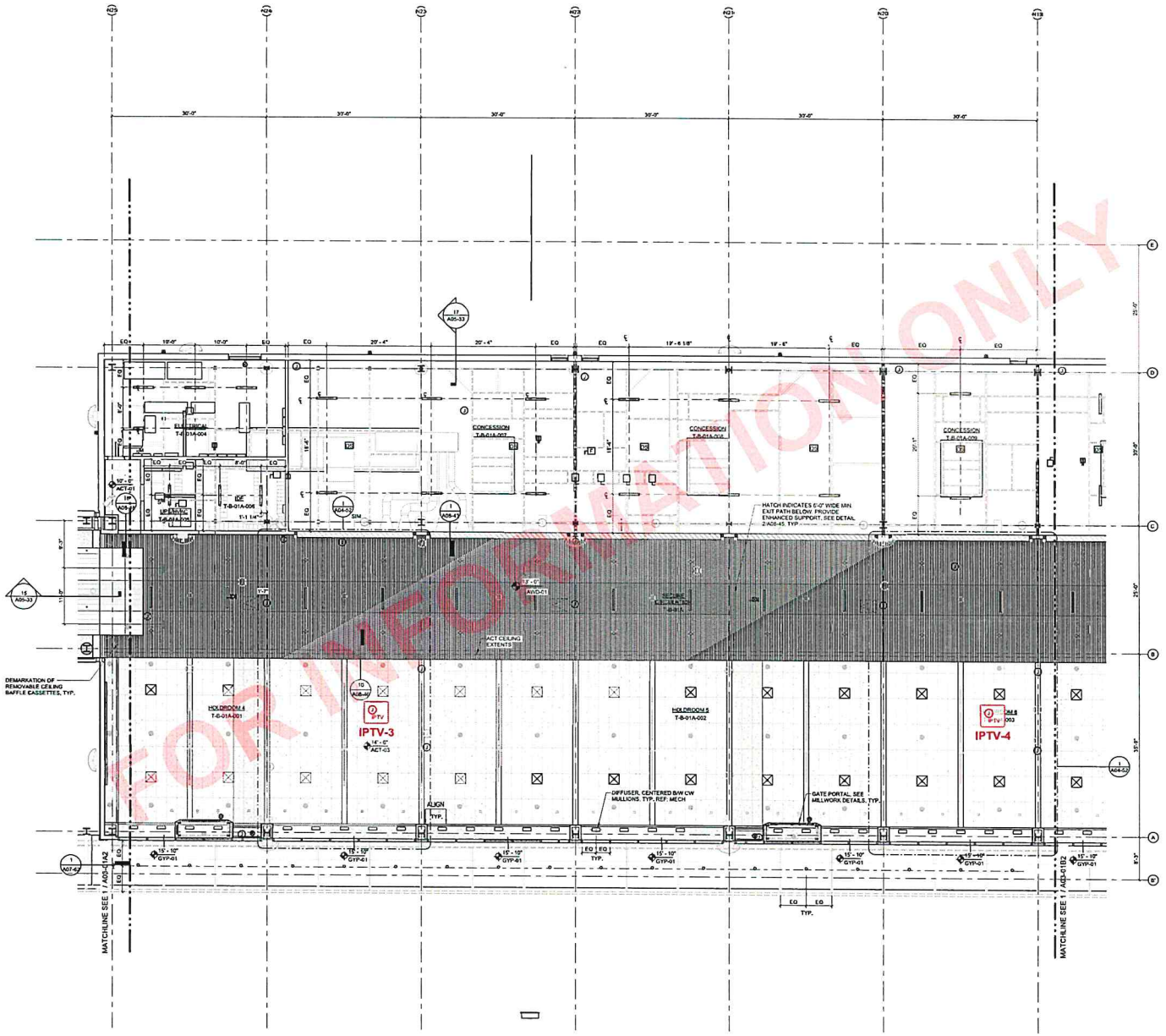
DRAWING No: A03-01A2

TERM2

RETURN TO INDEX G01-01.1

3/5/2025 3:57:40 PM A03-01A2REFLECTED CEILING PLAN - LEVEL 01 - ZONE A2

FOR INFORMATION ONLY



1 REFLECTED CEILING PLAN - LEVEL 01 - ZONE B1
1/8" = 1'-0"

FOR INFORMATION ONLY

GENERAL RCP NOTES

SHEET NOTES

RCP LEGEND

ES	EXPOSED STRUCTURE		CLG MOUNTED CURTAIN TRACK
	2X2 LAY-IN INDIRECT FIXTURE		2X4 LAY-IN INDIRECT FIXTURE
	1X4 LAY-IN INDIRECT FIXTURE		RECESSED LIGHT FIXTURE
	2X2 LAY-IN PARABOLIC FIXTURE		2X4 LAY-IN PARABOLIC FIXTURE
	1X4 HUNG PARABOLIC STRIP		RECESSED WALLWASHER
	2X2 LAY-IN LENS FIXTURE		2X4 LAY-IN LENS FIXTURE
	1X4 LAY-IN LENS FIXTURE		HANGING PENDANT LIGHTING FIXTURE
	WALL SCONCE TOP @ 7'-2" A.F.F.		COVE LIGHTING
	9'-0" HEIGHT A.F.F., ACT-01 FINISHED CEILING		SUPPLY AIR DIFFUSER
	RETURN AIR DIFFUSER		EXHAUST AIR GRILLE
	CEILING SPEAKER		EMERGENCY EXIT FIXTURE

CEILING HATCH LEGEND

ACM-01A, ACM-01B, ACM-01C, ACM-02, ACM-04, ACM-05, ACT-01, ACT-02, ACT-03, ACT-04, AWD-01, AWD-02, AWD-03, EXP-01, PT-01, PT-05

KEYPLAN

REVISIONS		ISSUES	

Hollywood Burbank Airport

HOLDER Pankow TEC CORGAN CANNONDESIGN BURNS MCDONNELL

TERMINAL BUILDING
BURBANK RPT PROJECT
2827 N HOLLYWOOD WAY
BURBANK, CA 91505

SHEET TITLE:
REFLECTED CEILING PLAN - LEVEL 01 - ZONE B1

PERMIT NUMBER: BS2400265

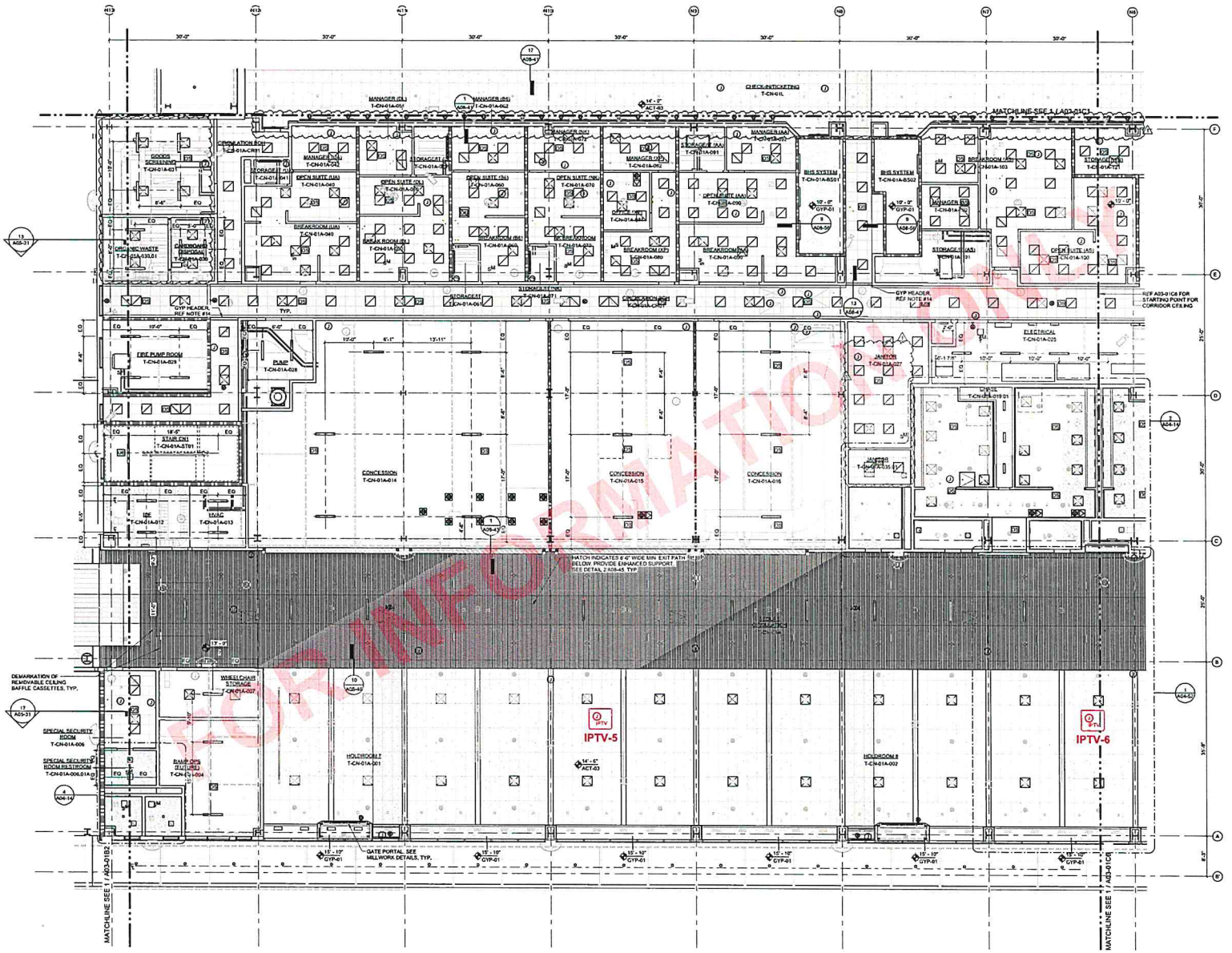
DATE: 01/31/2025
DRAWN BY: MT
CHECKED BY: Checker

DRAWING No: A03-01B1

TERM2

RETURN TO INDEX G01-01.1

2/14/2025 5:48:41 PM A03-01B REFLECTED CEILING PLAN - LEVEL 01 - ZONE B1



1 REFLECTED CEILING PLAN - LEVEL 01 - ZONE C5
1/8" = 1'-0"

FOR INFORMATION ONLY

GENERAL RCP NOTES

SHEET NOTES

RCP LEGEND

ES EXPOSED STRUCTURE	CLG MOUNTED CURTAIN TRACK
2X2 LAY-IN INDIRECT FIXTURE	2X4 LAY-IN INDIRECT FIXTURE
1X4 LAY-IN INDIRECT FIXTURE	RECESSED LIGHT FIXTURE
2X2 LAY-IN PARABOLIC FIXTURE	2X4 LAY-IN PARABOLIC FIXTURE
1X4 HUNG PARABOLIC STRIP	RECESSED WALLWASHER
2X2 LAY-IN LENS FIXTURE	2X4 LAY-IN LENS FIXTURE
1X4 LAY-IN LENS FIXTURE	HANGING PENDANT LIGHTING FIXTURE
WALL SCONCE TOP @ 7'-0" A.F.F.	COVE LIGHTING
1'-0" HEIGHT A.F.F., ACT-01 FINISHED CEILING	SUPPLY AIR DIFFUSER
RETURN AIR DIFFUSER	EXHAUST AIR GRILLE
CEILING SPEAKER	EMERGENCY EXIT FIXTURE

CEILING HATCH LEGEND

ACM-01A, ACM-01B, ACM-01C, ACM-02, ACM-04, ACM-05, ACT-01, ACT-02, ACT-03, ACT-04, AWD-01, AWD-02, AWD-03, EXP-01, PT-01, PT-05

KEYPLAN

C1 C2 C3 C4 D1 D2 A1 A2 B1 B2 C5 C6 C7 C8 D3 D4

0' 2' 4' 8' 16' N

REVISIONS		ISSUES	

Hollywood Burbank Airport

HOLDER Pankow TEC CORGAN CANNONDESIGN BURNS MCDONNELL

TERMINAL BUILDING
BURBANK RPT PROJECT
2827 N HOLLYWOOD WAY
BURBANK, CA 91505

SHEET TITLE:
REFLECTED CEILING PLAN - LEVEL 01 - ZONE C5

PERMIT NUMBER: BS2400265

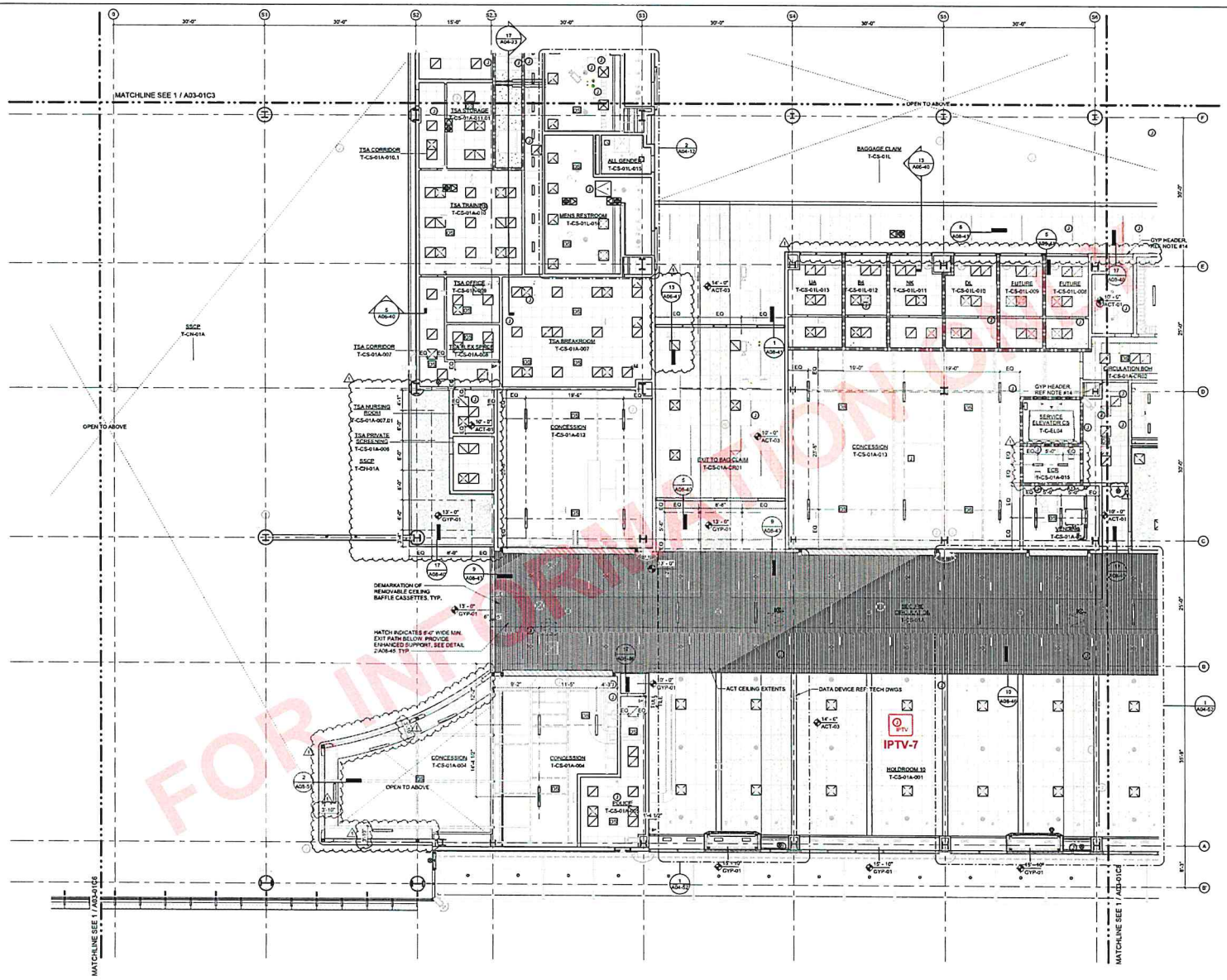
DATE: 01/31/2025
DRAWN BY: MT
CHECKED BY: Checker

DRAWING No: A03-01C5

TERM2

RETURN TO INDEX G01-01.1

2/14/2025 5:50:20 PM A03-01C5-REFLECTED CEILING PLAN - LEVEL 01 - ZONE C5



1 REFLECTED CEILING PLAN - LEVEL 01 - ZONE C7
1/8" = 1'-0"

GENERAL RCP NOTES

SHEET NOTES

RCP LEGEND

ES EXPOSED STRUCTURE	CLG MOUNTED CURTAIN TRACK
2X2 LAY-IN INDIRECT FIXTURE	2X4 LAY-IN INDIRECT FIXTURE
1X4 LAY-IN INDIRECT FIXTURE	RECESSED LIGHT FIXTURE
2X2 LAY-IN PARABOLIC FIXTURE	2X4 LAY-IN PARABOLIC FIXTURE
1X4 HUNG PARABOLIC STRIP	RECESSED WALLWASHER
2X2 LAY-IN LENS FIXTURE	2X4 LAY-IN LENS FIXTURE
1X4 LAY-IN LENS FIXTURE	HANGING PENDANT LIGHTING FIXTURE
WALL SCONCE TOP @ 7'-2" A.F.F.	COVE LIGHTING
1'-0" HEIGHT A.F.F., ACT-01 FINISHED CEILING	SUPPLY AIR DIFFUSER
RETURN AIR DIFFUSER	EXHAUST AIR GRILLE
CEILING SPEAKER	EMERGENCY EXIT FIXTURE

CEILING HATCH LEGEND

ACM-01A, ACM-01B, ACM-01C, ACM-02, ACM-04, ACM-05, ACT-01, ACT-02, ACT-03, ACT-04, AWD-01, AWD-02, AWD-03, EXP-01, PT-01, PT-05

KEYPLAN

REVISIONS		ISSUES	

Hollywood Burbank Airport

HOLDER Pankow TEC CORGAN CANNONDESIGN BURNS MCDONNELL

TERMINAL BUILDING
BURBANK RPT PROJECT
2827 N HOLLYWOOD WAY
BURBANK, CA 91505

SHEET TITLE:
REFLECTED CEILING PLAN - LEVEL 01 - ZONE C7

PERMIT NUMBER: BS2400265

DATE: 01/31/2025
DRAWN BY: MT
CHECKED BY: Checker

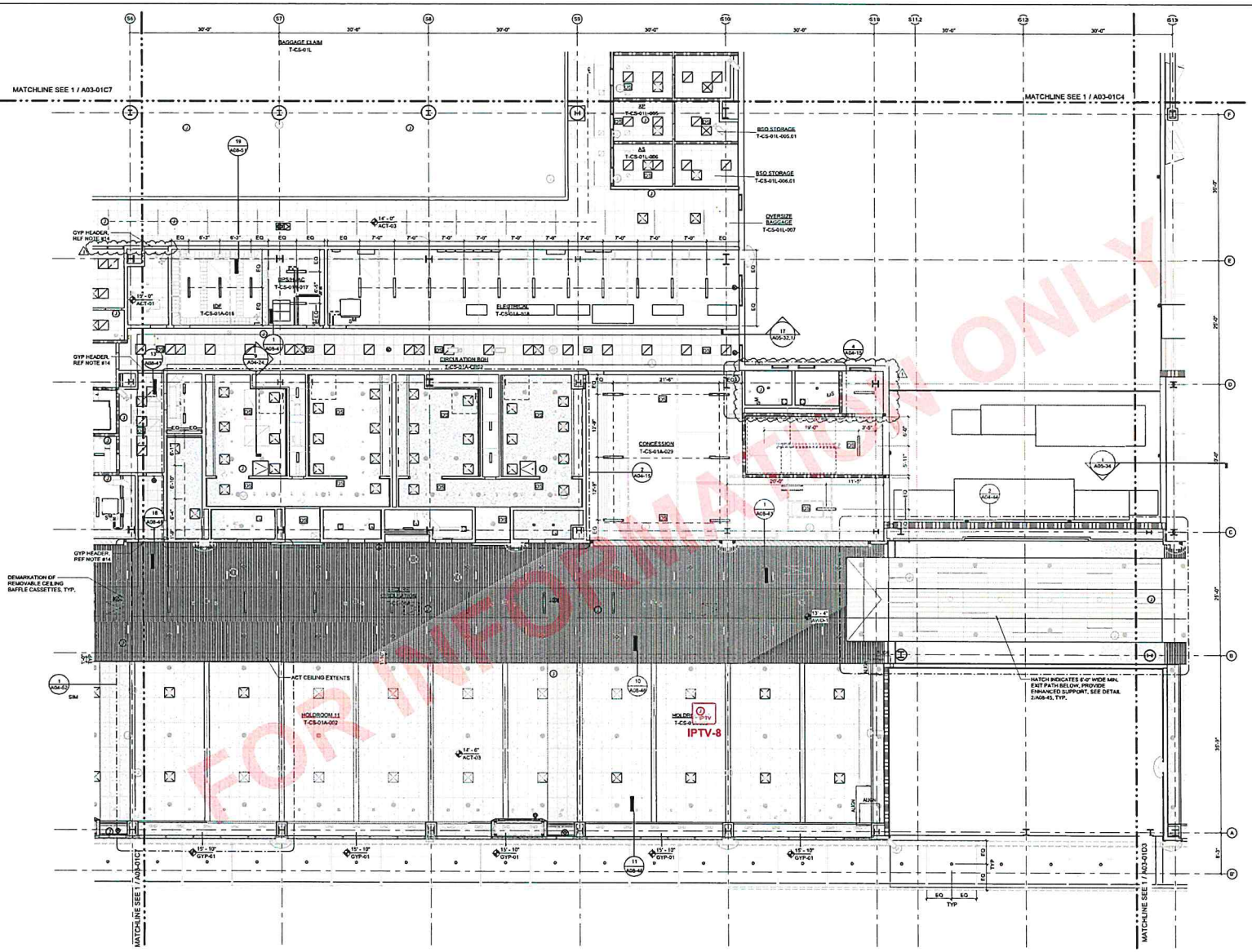
DRAWING No: A03-01C7

TERM2

RETURN TO INDEX G01-01.1

2/14/2025 5:50:37 PM A03-01CREFLECTED CEILING PLAN - LEVEL 01 - ZONE C7

FOR INFORMATION ONLY



1 REFLECTED CEILING PLAN - LEVEL 01 - ZONE C8
1/8" = 1'-0"

GENERAL RCP NOTES

SHEET NOTES

RCP LEGEND

ES	EXPOSED STRUCTURE		CLG MOUNTED CURTAIN TRACK
	2X2 LAY-IN INDIRECT FIXTURE		2X4 LAY-IN INDIRECT FIXTURE
	1X4 LAY-IN INDIRECT FIXTURE		RECESSED LIGHT FIXTURE
	2X2 LAY-IN PARABOLIC FIXTURE		2X4 LAY-IN PARABOLIC FIXTURE
	1X4 HUNG PARABOLIC STRIP		RECESSED WALLWASHER
	2X2 LAY-IN LENS FIXTURE		2X4 LAY-IN LENS FIXTURE
	1X4 LAY-IN LENS FIXTURE		HANGING PENDANT LIGHTING FIXTURE
	WALL SCONCE TOP @ 7'-2" A.F.F.		COVE LIGHTING
1'-0" ACT-01	HEIGHT A.F.F., FINISHED CEILING		SUPPLY AIR DIFFUSER
	RETURN AIR DIFFUSER		EXHAUST AIR GRILLE
	CEILING SPEAKER		EMERGENCY EXIT FIXTURE

CEILING HATCH LEGEND

ACM-01A, ACM-01B, ACM-01C, ACM-02, ACM-04, ACM-05, ACT-01, ACT-02, ACT-03, ACT-04, AWD-01, AWD-02, AWD-03, EXP-01, PT-01, PT-05

KEYPLAN

REVISIONS		ISSUES	

Hollywood Burbank Airport

HOLDER Pankow TEC CORGAN CANNONDESIGN BURNS MCDONNELL

TERMINAL BUILDING
BURBANK RPT PROJECT
2827 N HOLLYWOOD WAY
BURBANK, CA 91505

SHEET TITLE:
REFLECTED CEILING PLAN - LEVEL 01 - ZONE C8

PERMIT NUMBER: BS2400265

DATE: 01/31/2025
DRAWN BY: MT
CHECKED BY: Checker

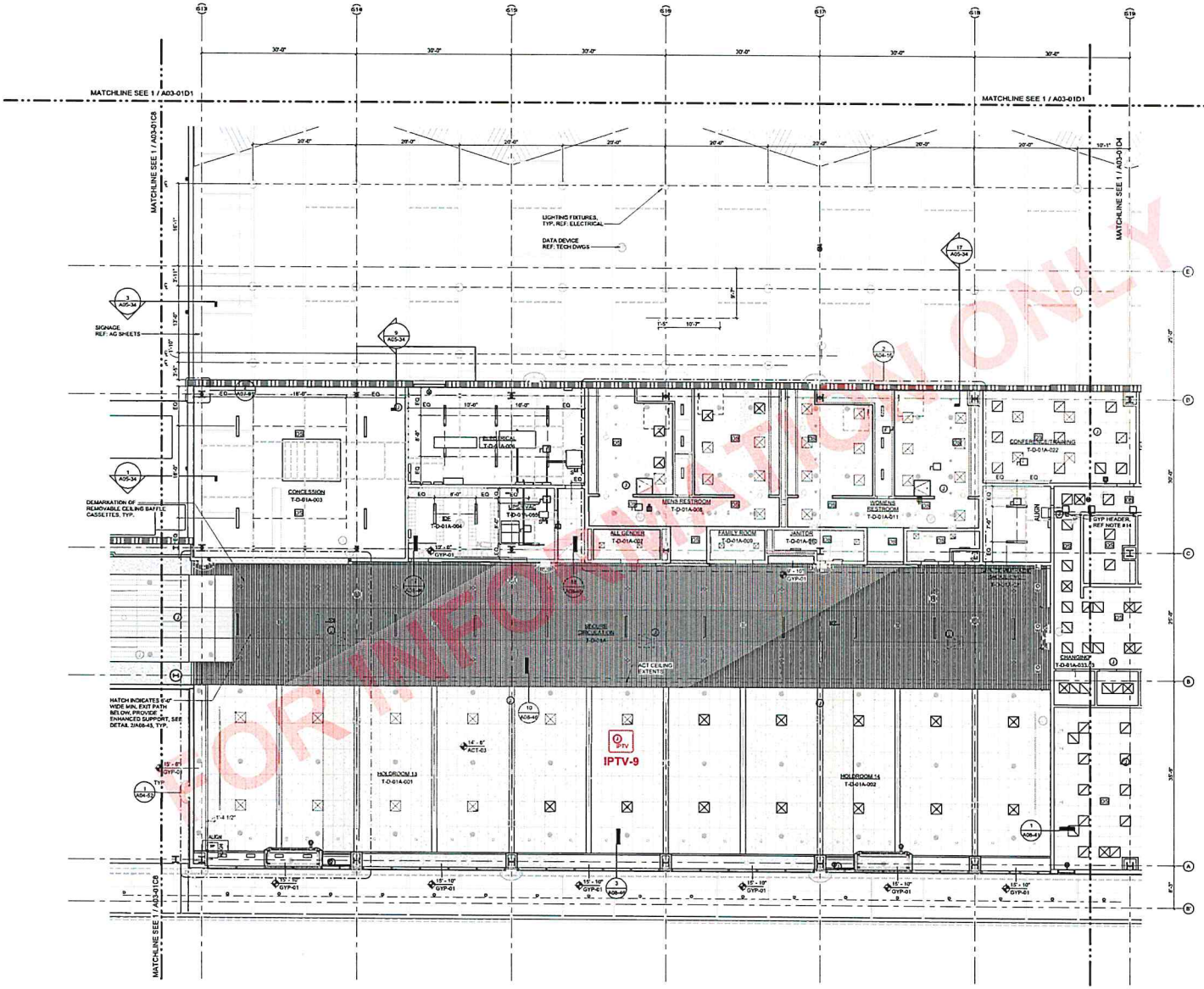
DRAWING No: A03-01C8

TERM2

RETURN TO INDEX G01-01.1

2/14/2025 5:50:45 PM A03-01CREFLECTED CEILING PLAN - LEVEL 01 - ZONE C8

FOR INFORMATION ONLY



1 REFLECTED CEILING PLAN - LEVEL 01 - ZONE D3
1/8" = 1'-0"

GENERAL RCP NOTES

SHEET NOTES

RCP LEGEND

ES	EXPOSED STRUCTURE		CLG MOUNTED CURTAIN TRACK
	2X2 LAY-IN INDIRECT FIXTURE		2X4 LAY-IN INDIRECT FIXTURE
	1X4 LAY-IN INDIRECT FIXTURE		RECESSED LIGHT FIXTURE
	2X2 LAY-IN PARABOLIC FIXTURE		2X4 LAY-IN PARABOLIC FIXTURE
	1X4 HUNG PARABOLIC STRIP		RECESSED WALLWASHER
	2X2 LAY-IN LENS FIXTURE		2X4 LAY-IN LENS FIXTURE
	1X4 LAY-IN LENS FIXTURE		HANGING PENDANT LIGHTING FIXTURE
	WALL SCONCE, TOP @ 7'-2" A.F.F.		COVE LIGHTING
	HEIGHT A.F.F., ACT-01 FINISHED CEILING		SUPPLY AIR DIFFUSER
	RETURN AIR DIFFUSER		EXHAUST AIR GRILLE
	CEILING SPEAKER		EMERGENCY EXIT FIXTURE

CEILING HATCH LEGEND

ACM-01A, ACM-01B, ACM-01C, ACM-02, ACM-04, ACM-05, ACT-01, ACT-02, ACT-03, ACT-04, AWD-01, AWD-02, AWD-03, EXP-01, PT-01, PT-05

KEYPLAN

0' 2' 4' 8' 16' N

REVISIONS	ISSUES

Hollywood Burbank Airport

HOLDER Pankow TEC CORGAN CANNONDESIGN BURNS MCDONNELL

TERMINAL BUILDING
BURBANK RPT PROJECT
2827 N HOLLYWOOD WAY
BURBANK, CA 91505

SHEET TITLE:
REFLECTED CEILING PLAN - LEVEL 01 - ZONE D3

PERMIT NUMBER: BS2400265

DATE: 01/31/2025
DRAWN BY: MT
CHECKED BY: Checker

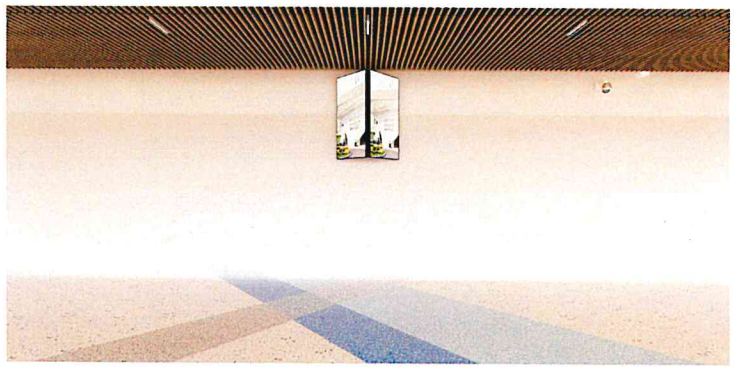
DRAWING No: A03-01D3

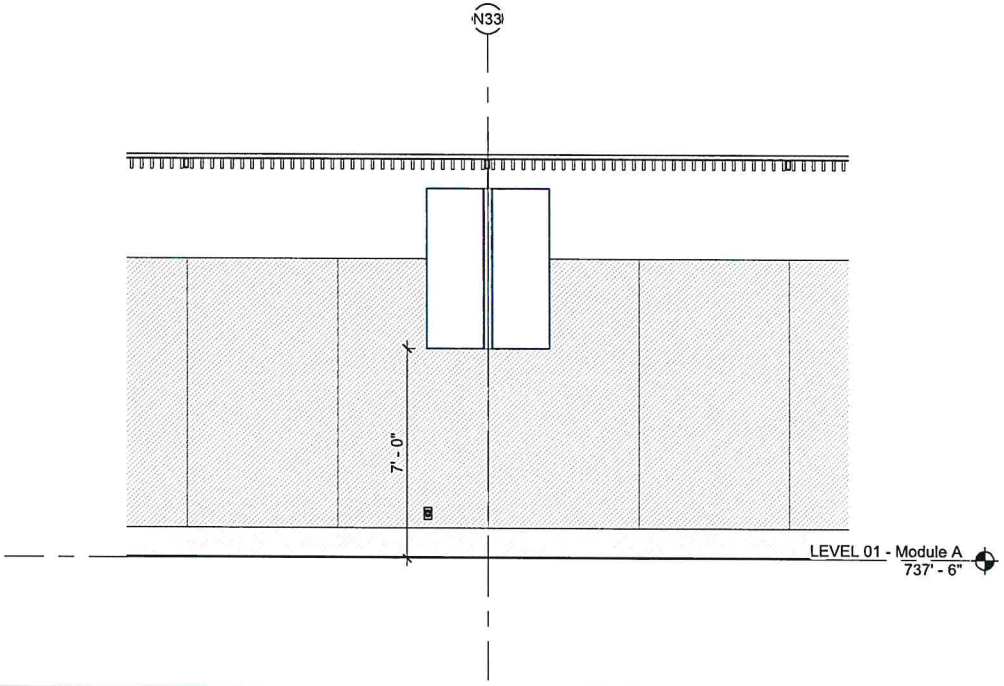
TERM2

RETURN TO INDEX G01-01.1

2/14/2025 5:51:02 PM A03-01D3REFLECTED CEILING PLAN - LEVEL 01 - ZONE D3

FOR INFORMATION ONLY





Drawings and advertising display locations are subject to change pending final approval and may shift based on field coordination and security requirements.

ELEVATE BUR

DIGITAL ADVERTISEMENT ELEVATION

DA#: 1

04/07/2025

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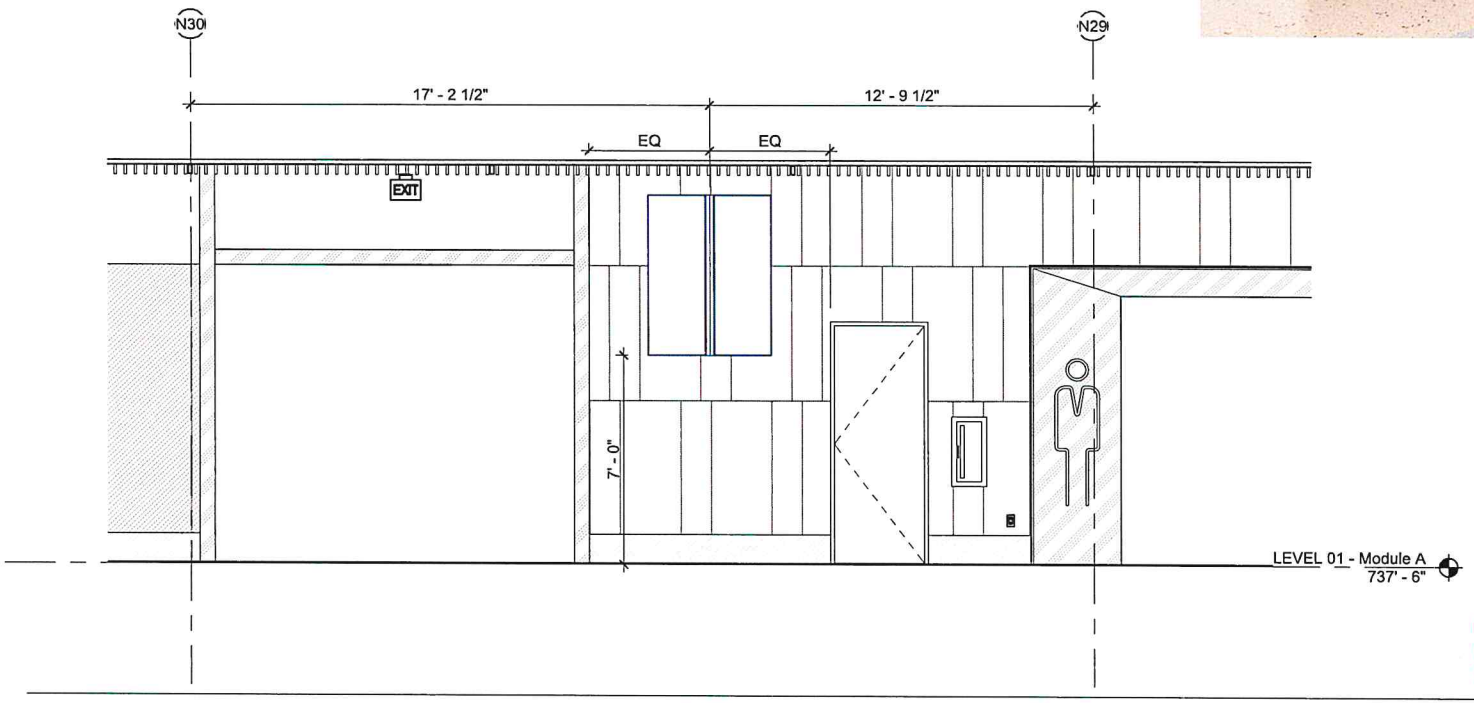

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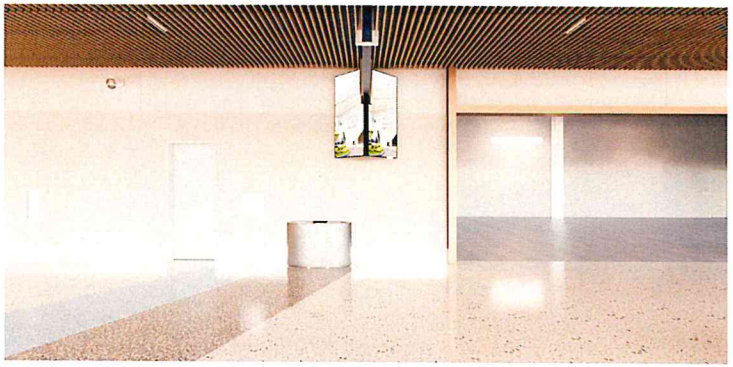

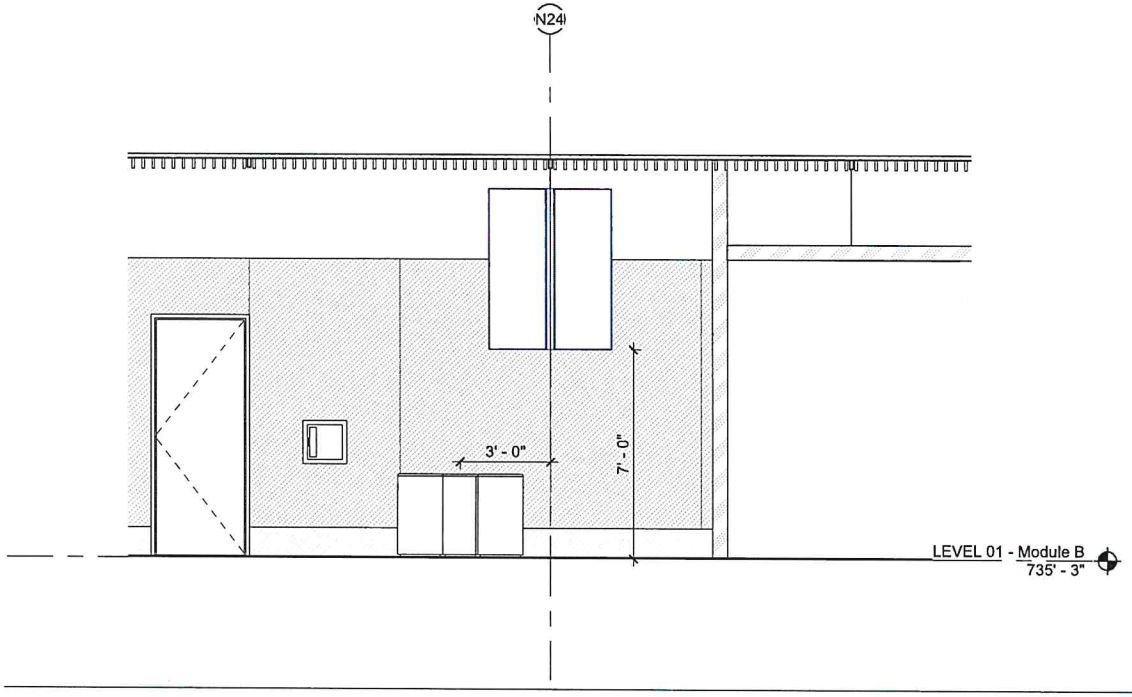

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DA#: 3

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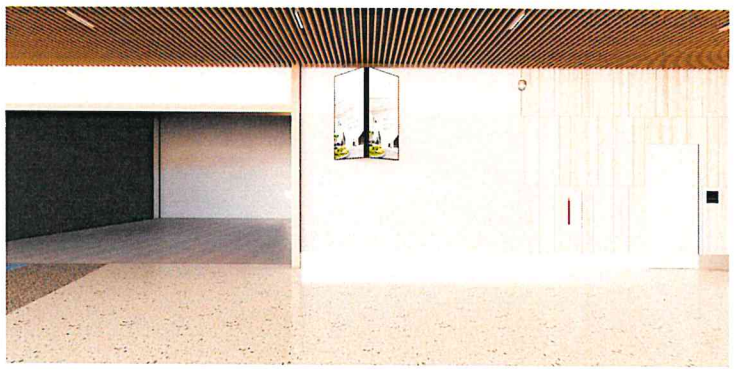

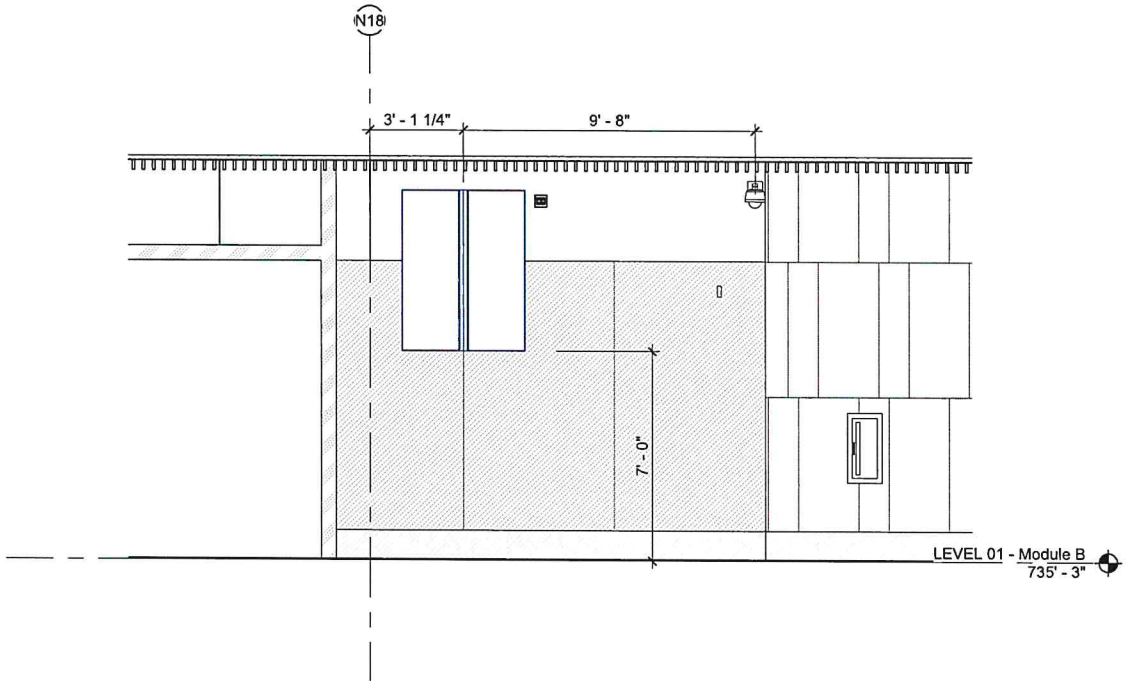

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DIGITAL ADVERTISEMENT ELEVATION

DA#: 4

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HOLDER Pankow TEC CONSTRUCTORS & ENGINEERS CORGAN CANNONDESIGN BURNS McDONNELL

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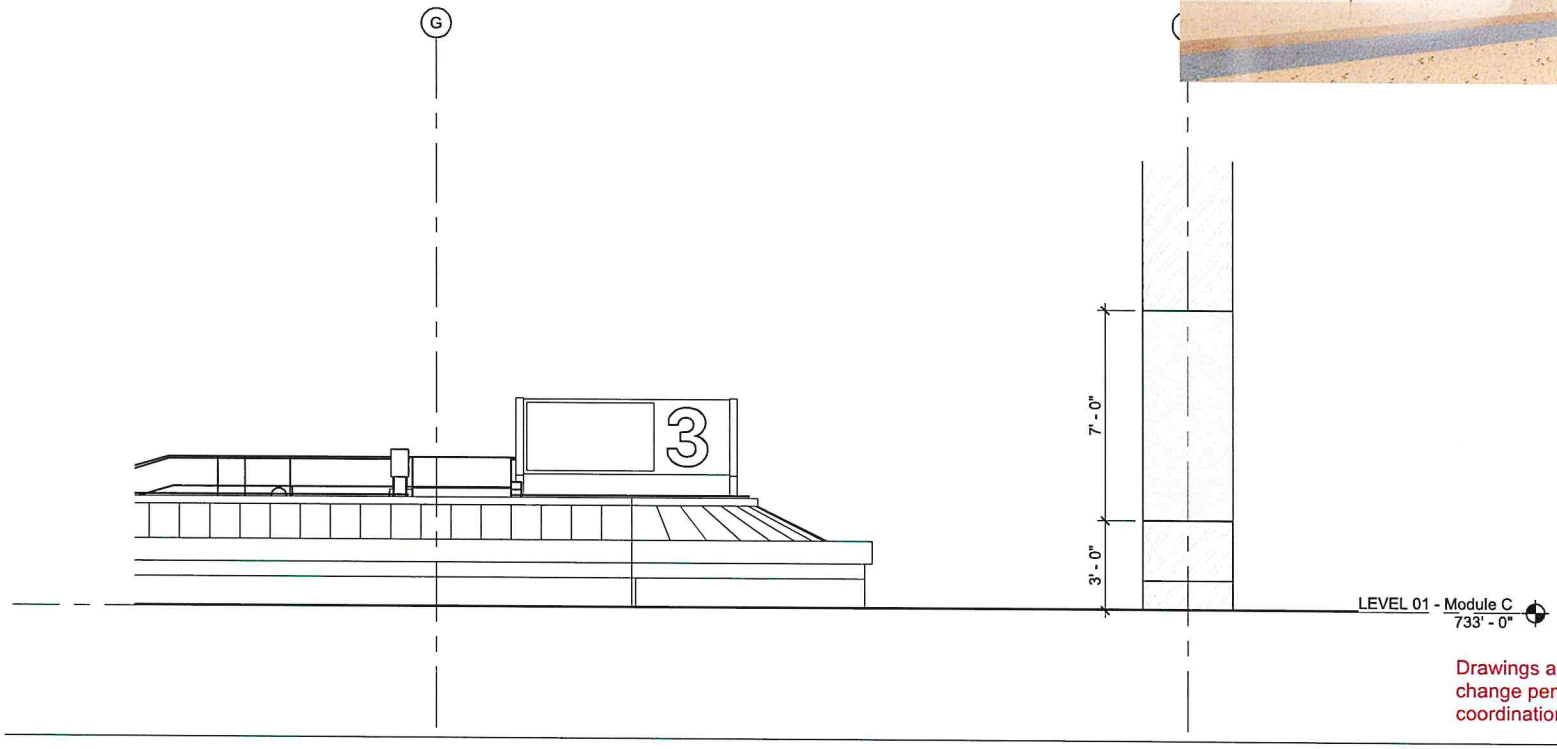

Drawings and advertising display locations are subject to change pending final approval and may shift based on field coordination and security requirements.

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DIGITAL ADVERTISEMENT ELEVATION

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04/07/2025

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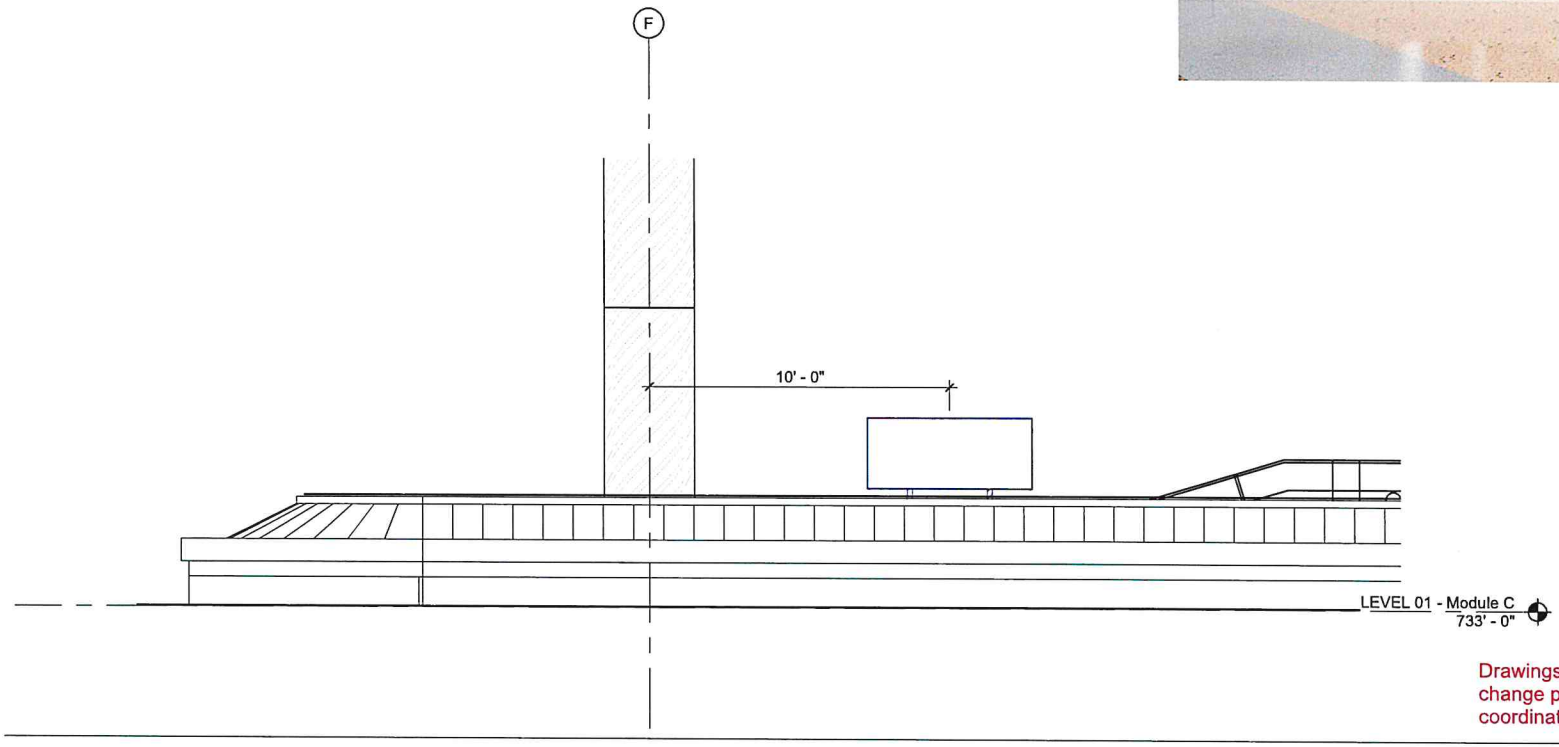

Drawings and advertising display locations are subject to change pending final approval and may shift based on field coordination and security requirements.

ELEVATE BUR

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DA#: 6

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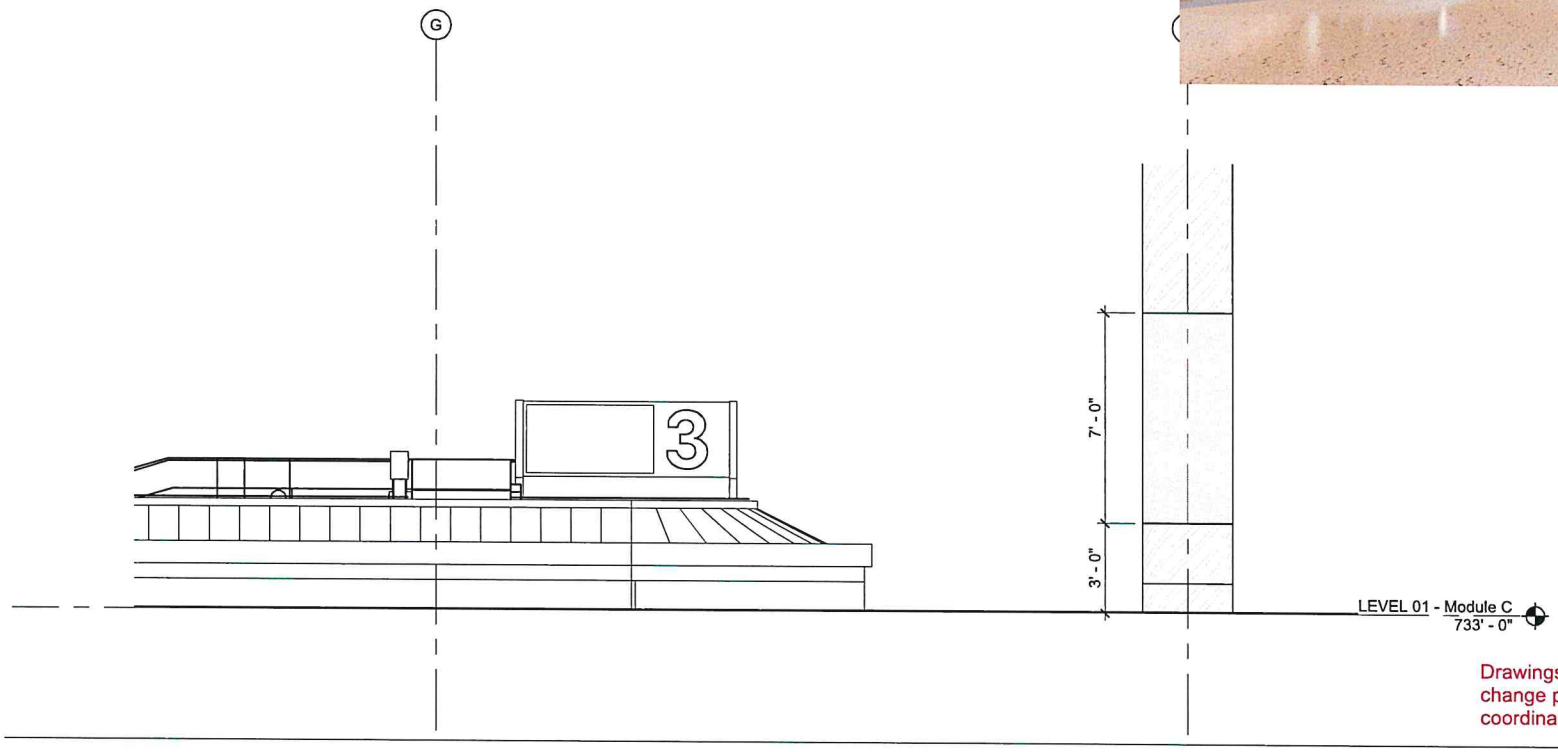

Drawings and advertising display locations are subject to change pending final approval and may shift based on field coordination and security requirements.

ELEVATE BUR

DIGITAL ADVERTISEMENT ELEVATION

DA#: 7

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HOLDER Pankow TEC CONSTRUCTORS & ENGINEERS CORGAN CANNONDESIGN BURNS McDONNELL

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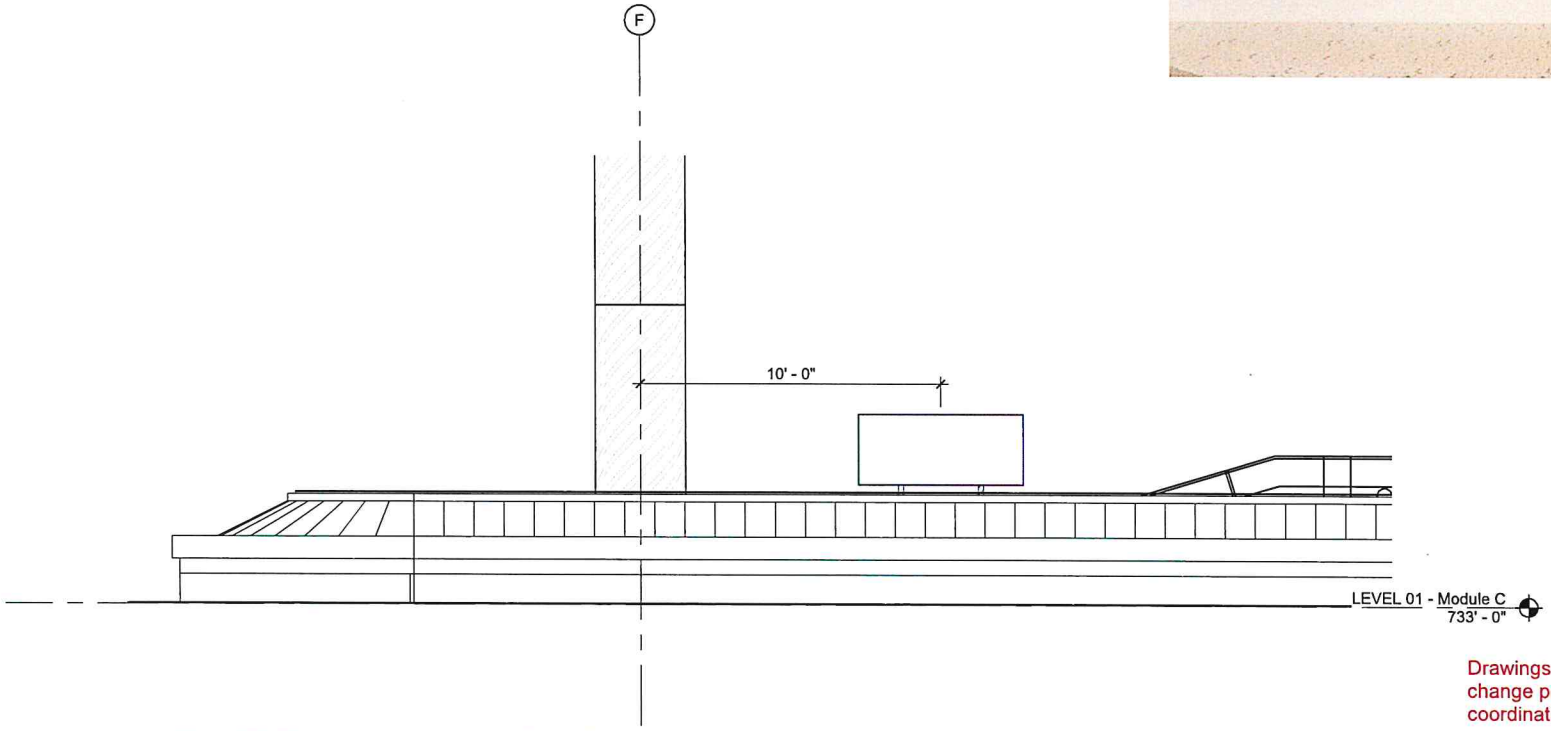

Drawings and advertising display locations are subject to change pending final approval and may shift based on field coordination and security requirements.

ELEVATE BUR

DIGITAL ADVERTISEMENT ELEVATION

DA#: 8

04/07/2025

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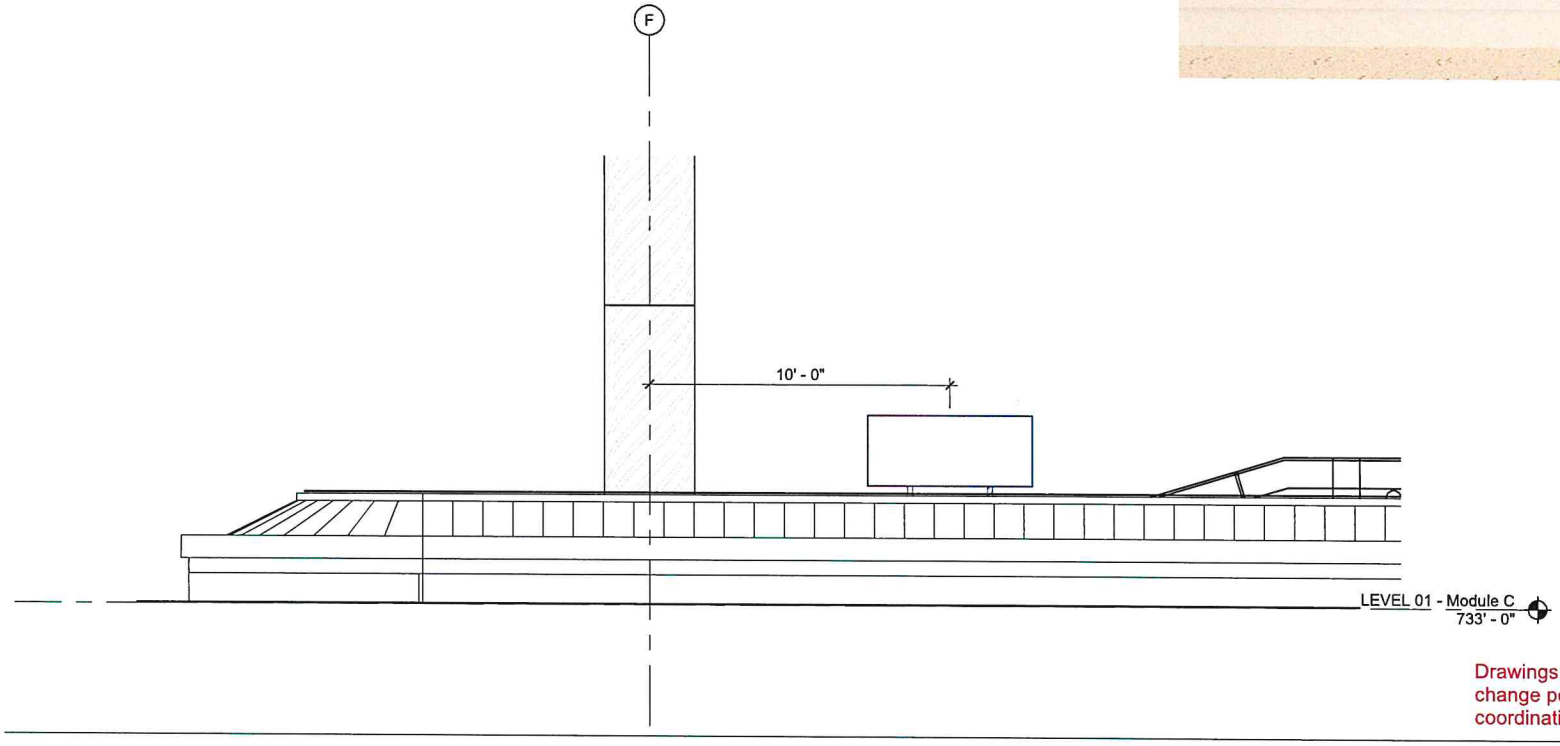

Drawings and advertising display locations are subject to change pending final approval and may shift based on field coordination and security requirements.

ELEVATE BUR

DIGITAL ADVERTISEMENT ELEVATION

DA#: 9

04/07/2025

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ELEVATE BUR

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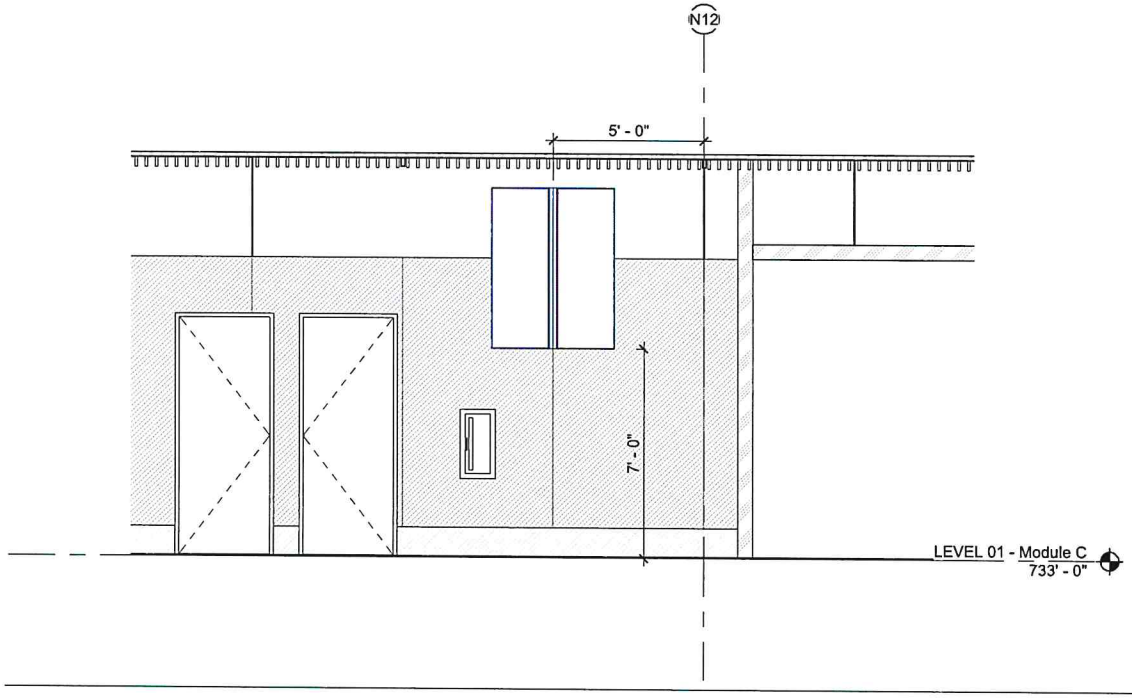

Drawings and advertising display locations are subject to change pending final approval and may shift based on field coordination and security requirements.

ELEVATE BUR

DIGITAL ADVERTISEMENT ELEVATION

DA#: 10

04/07/2025

HOLDER Pankow TEC CONSTRUCTORS & ENGINEERS CORGAN CANNONDESIGN BURNS MCDONNELL

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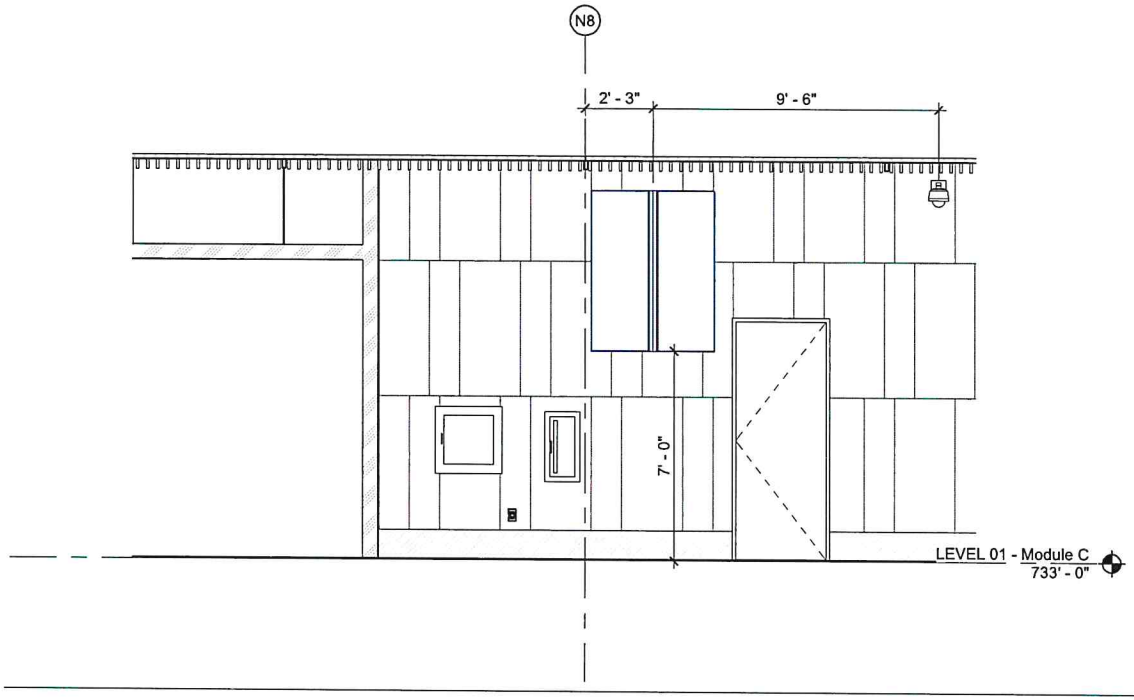

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ELEVATE BUR

DIGITAL ADVERTISEMENT ELEVATION

DA#: 11

04/07/2025

HOLDER | Pankow TEC CONSTRUCTORS & ENGINEERS | CORGAN | CANNONDESIGN | BURNS McDONNELL

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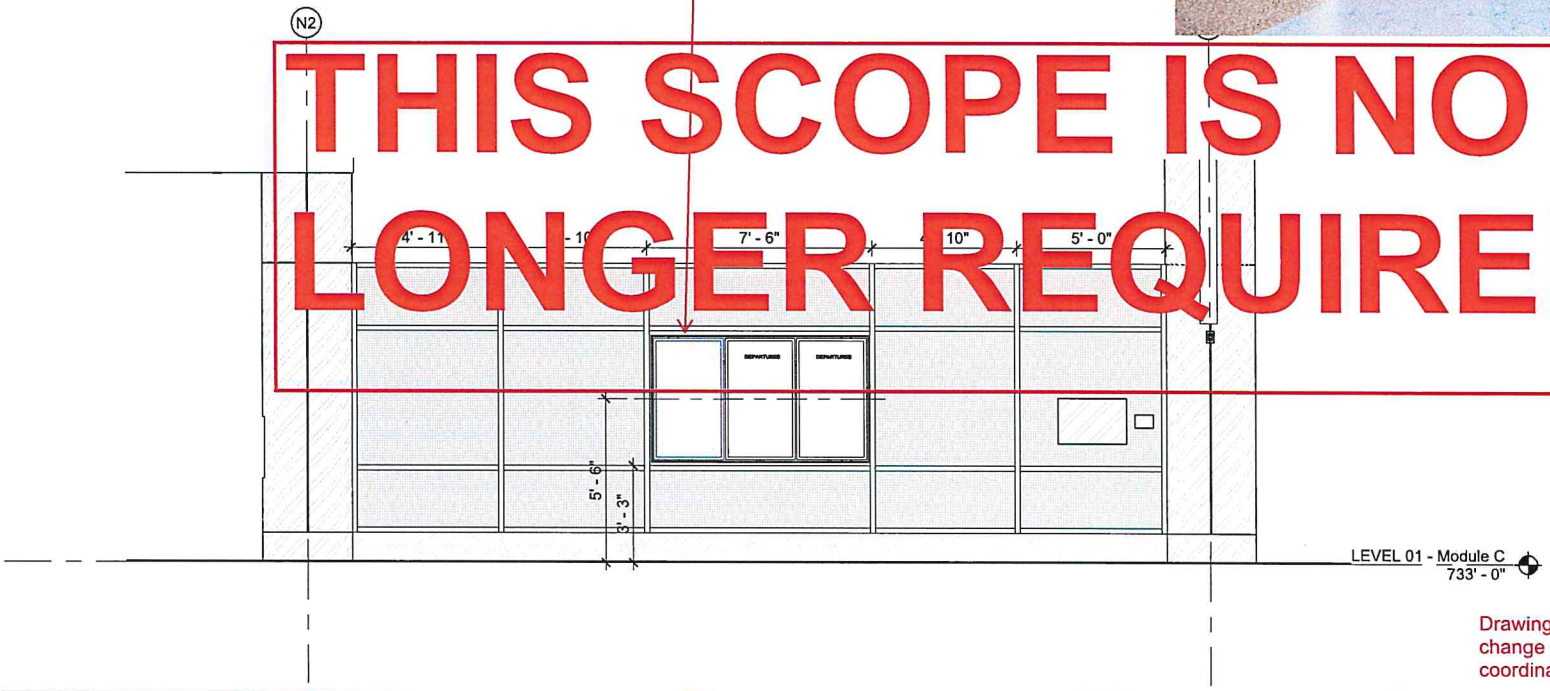
Due to ongoing design coordination, please note that these displays may not be required to be provided by the advertising vendor and may change to an Airport Provided large ~5'x20' LED Display with elevated Airport and Flight Information Content.

THIS SCOPE IS NO LONGER REQUIRED



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ELEVATE BUR

DIGITAL ADVERTISEMENT ELEVATION

DA#: 12

04/07/2025

HOLDER Pankow TEC CONSTRUCTORS & ENGINEERS CORGAN CANNONDESIGN BURNS McDONNELL

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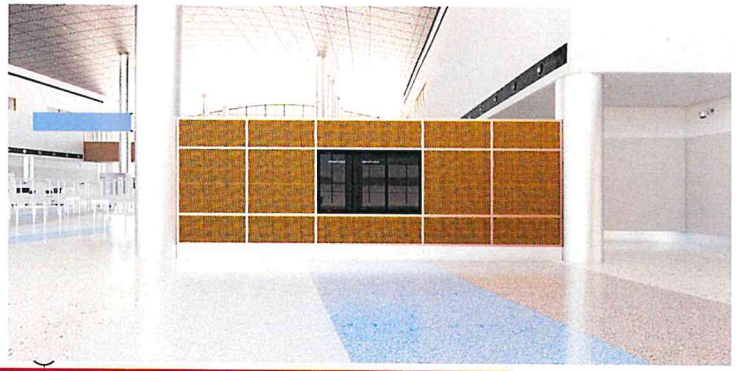

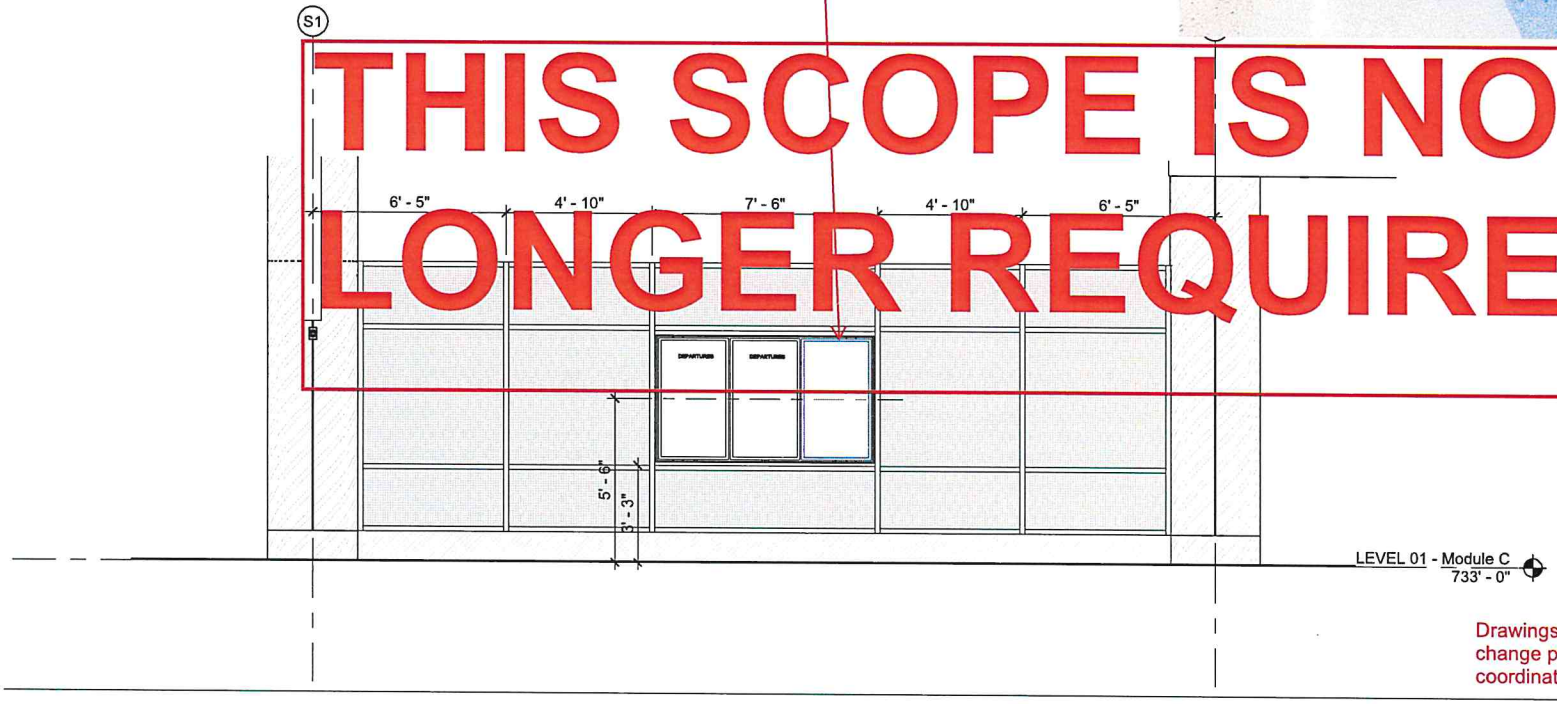

THIS SCOPE IS NO LONGER REQUIRED

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ELEVATE BUR

DIGITAL ADVERTISEMENT ELEVATION

DA#: 13

04/07/2025

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ELEVATE BUR

DA-12/DA-13 Alternate Airport Information Display

5/16/2025

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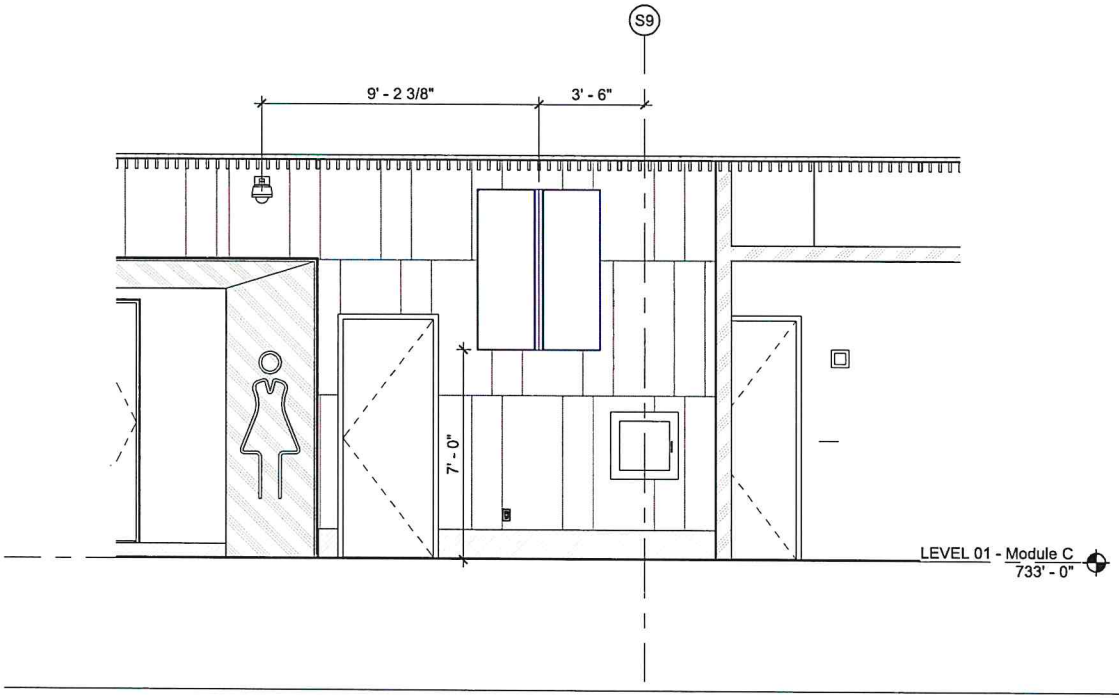

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ELEVATE BUR

DIGITAL ADVERTISEMENT ELEVATION

DA#: 14

04/07/2025

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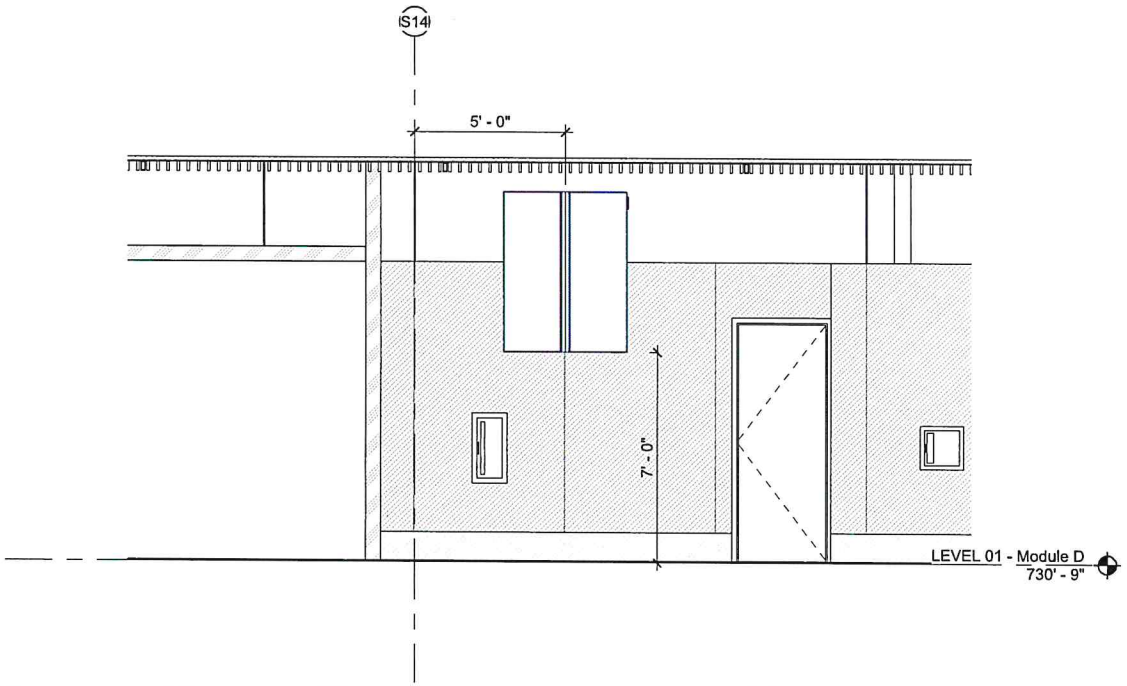

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ELEVATE BUR

DIGITAL ADVERTISEMENT ELEVATION

DA#: 15

04/07/2025

HOLDER Pankow TEC CONSTRUCTORS & ENGINEERS CORGAN CANNONDESIGN BURNS McDONNELL

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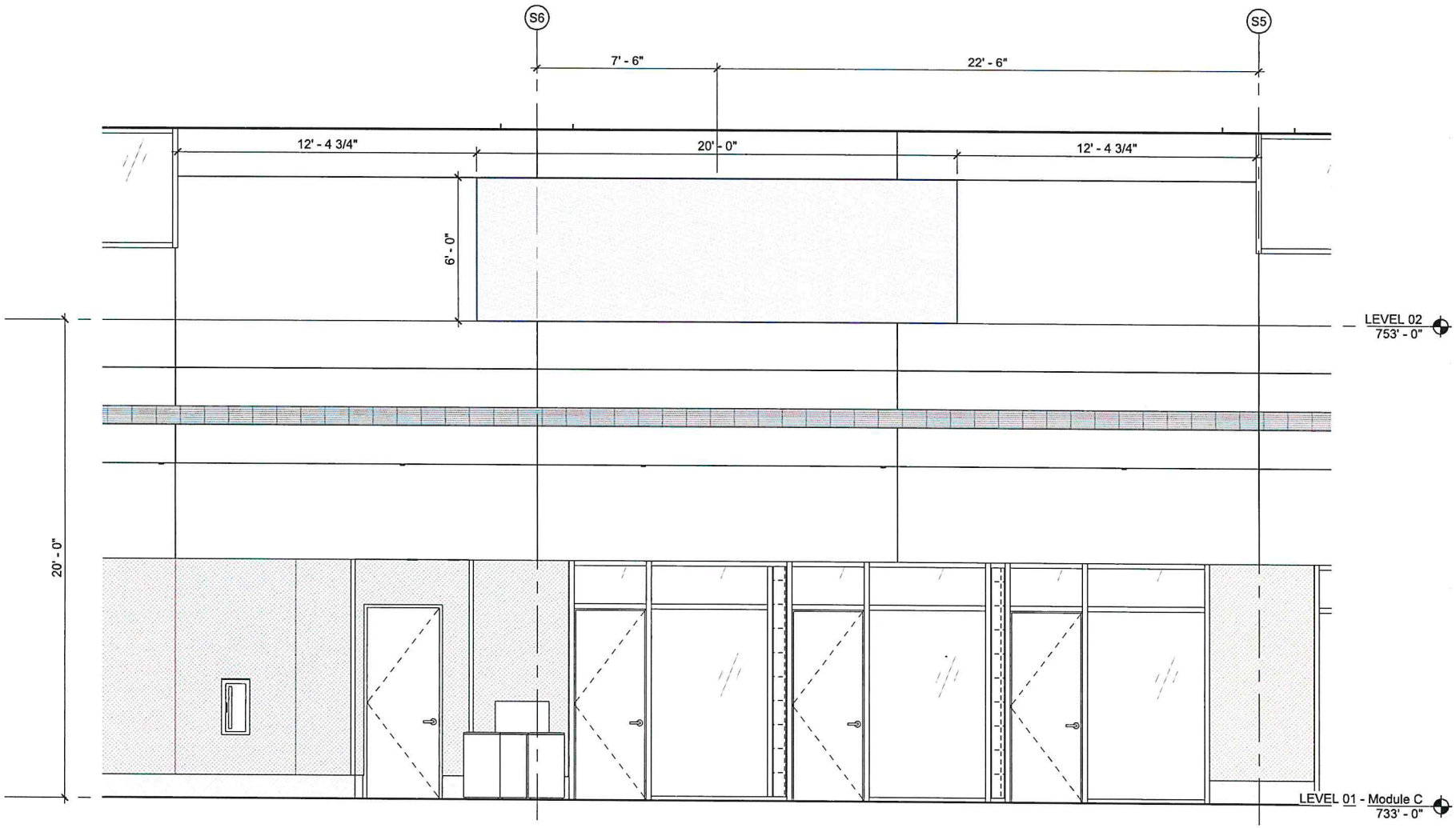

Drawings and advertising display locations are subject to change pending final approval and may shift based on field coordination and security requirements.

DIGITAL ADVERTISEMENT ELEVATION

DA#: 16

04/07/2025

ELEVATE BUR

HOLDER | Pankow TEC CONSTRUCTORS & ENGINEERS | CORGAN | CANNONDESIGN | BURNS & McDONNELL

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ELEVATE BUR

DIGITAL ADVERTISEMENT ELEVATION

DA#: 16

04/07/2025

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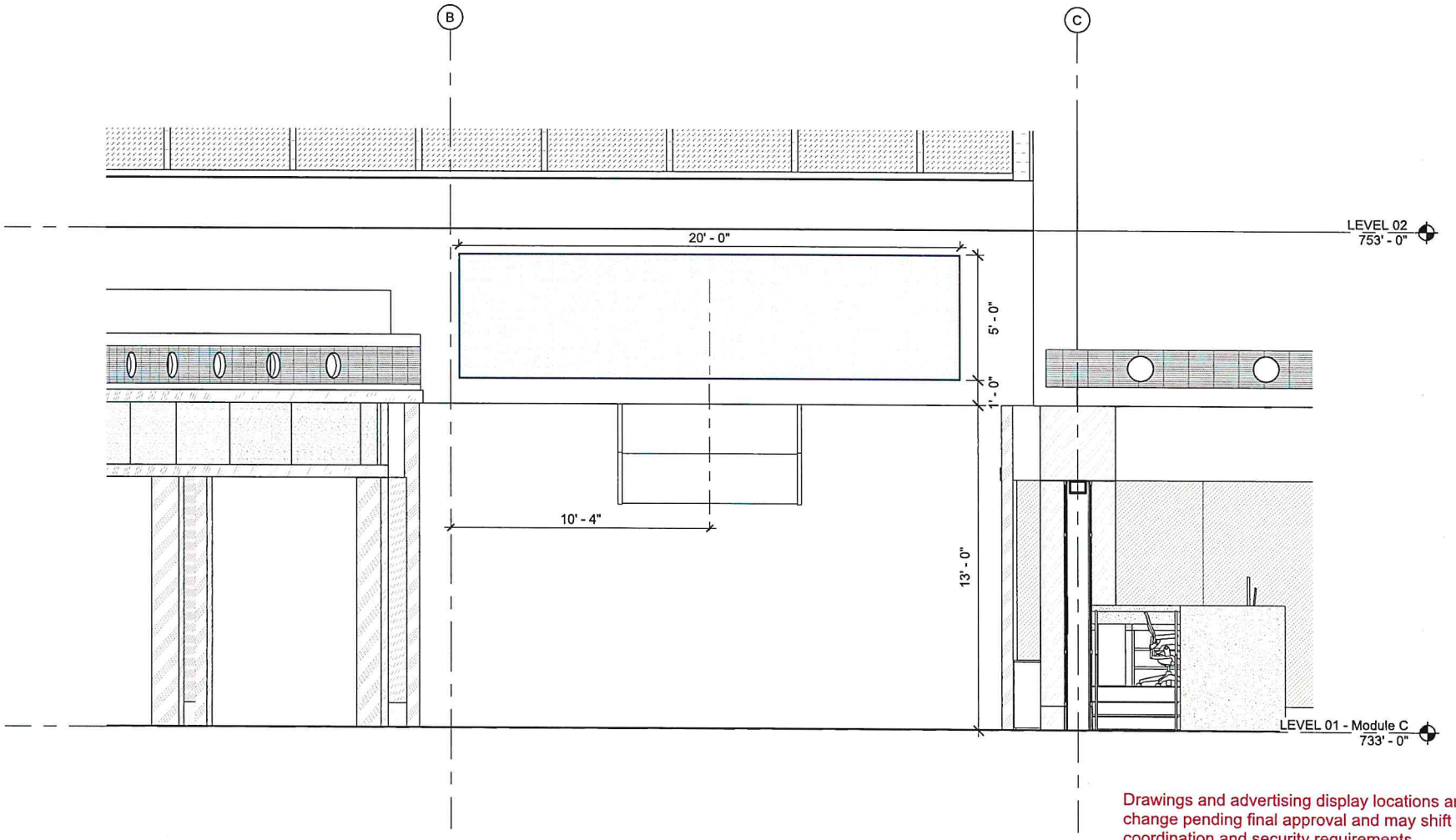

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ELEVATE BUR

DIGITAL ADVERTISEMENT ELEVATION

SA#: 1

04/07/2025

HOLDER Pankow TEC CONSTRUCTORS & ENGINEERS CORGAN CANNONDESIGN BURNS McDONNELL

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ELEVATE BUR

~~DIGITAL~~ ADVERTISEMENT ELEVATION

STATIC

SA#: 1

04/07/2025

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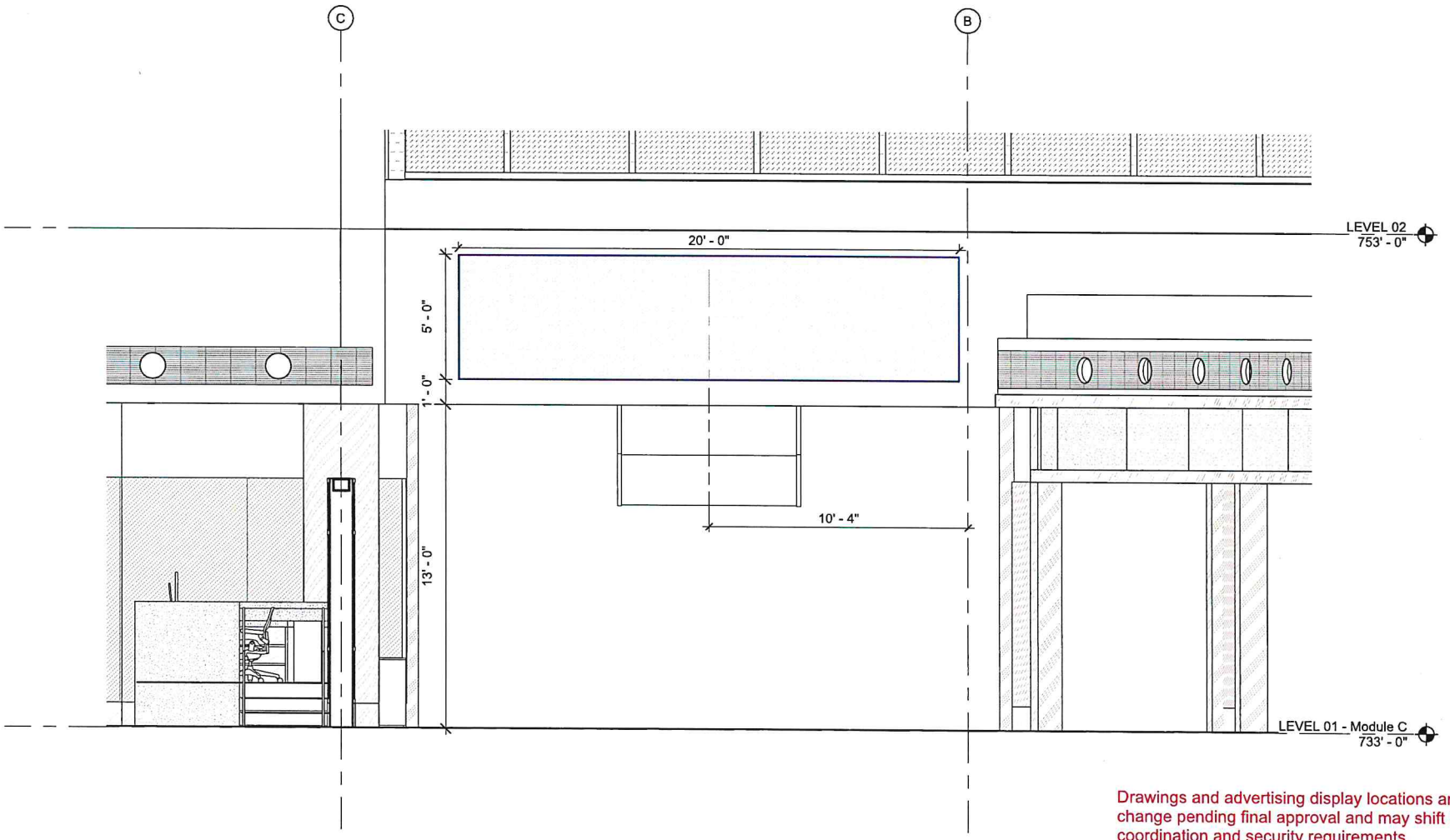

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ELEVATE BUR

DIGITAL ADVERTISEMENT ELEVATION

SA#: 2

04/07/2025

HOLDER Pankow TEC CONSTRUCTORS & ENGINEERS CORGAN CANNONDESIGN BURNS McDONNELL

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ELEVATE BUR

DIGITAL ADVERTISEMENT ELEVATION

SA#: 2

04/07/2025

HOLDER Pankow TEC CONSTRUCTORS & ENGINEERS CORGAN CANNONDESIGN BURNS McDONNELL

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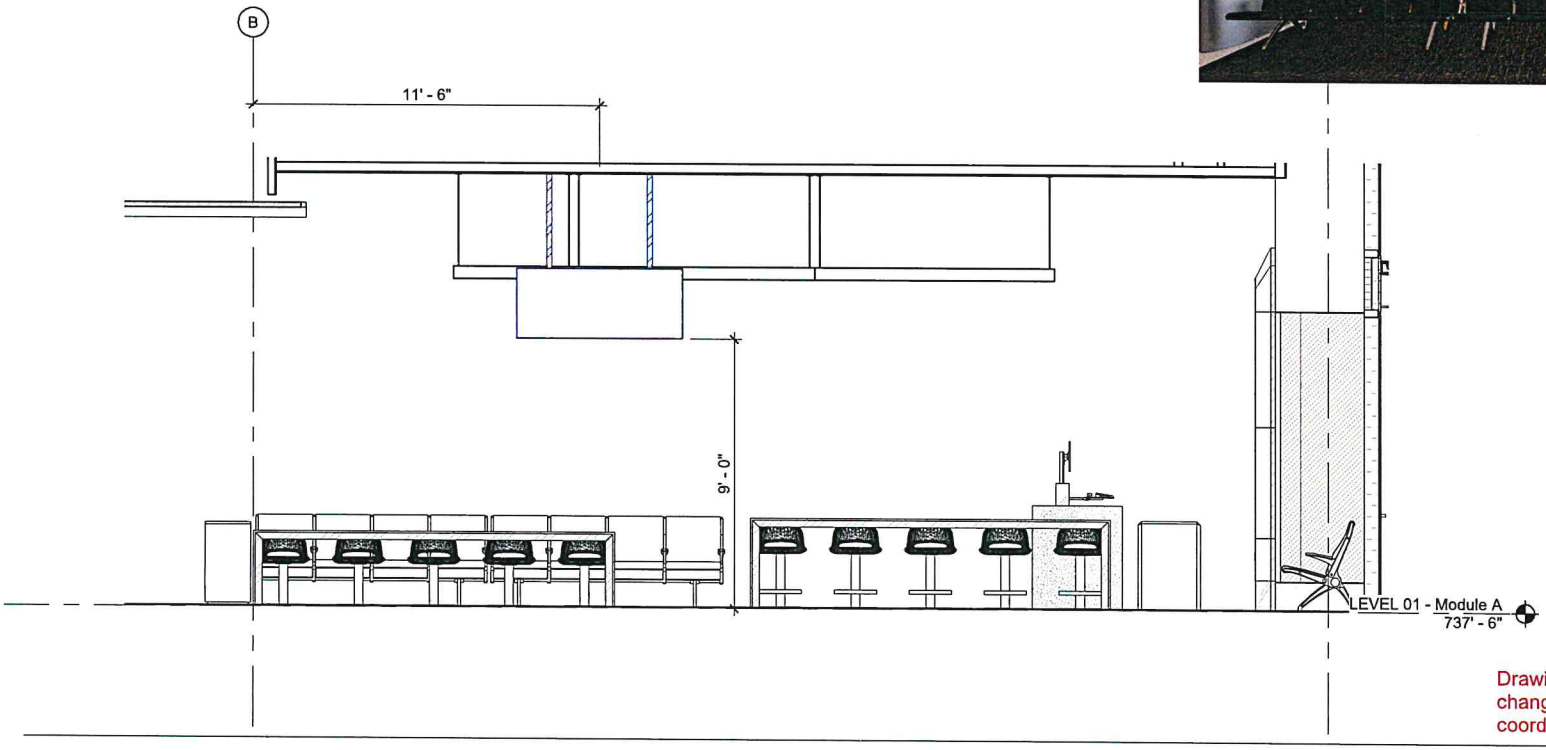
Provide details on how integrating Airport Gate Information on this IPTV screen would impact viewership and value of this display for advertisers.



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ELEVATE BUR

DIGITAL ADVERTISEMENT ELEVATION

IPTV#: 1-9; TYPICAL

04/07/2025

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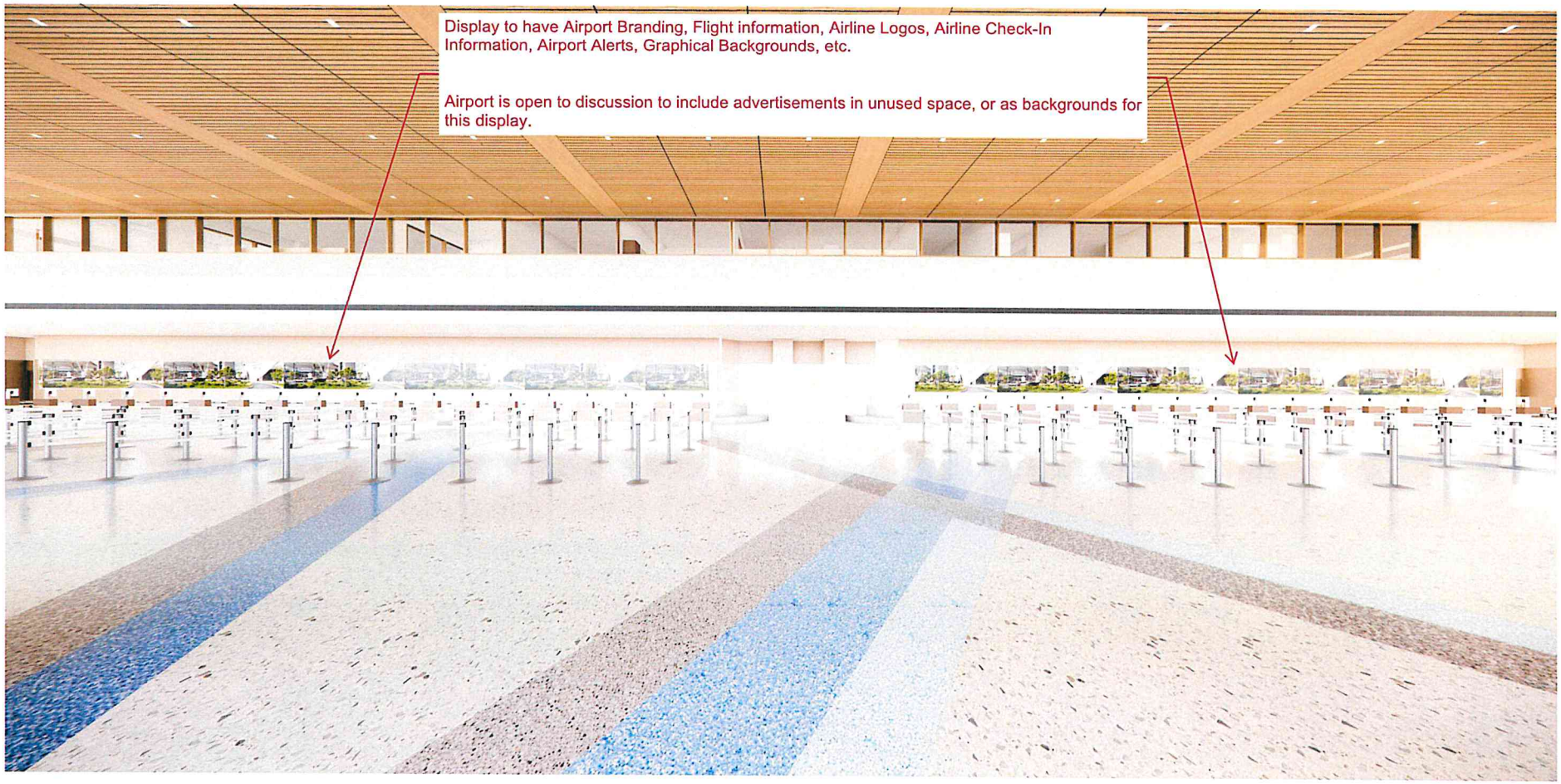

ELEVATE BUR

Airport Check-In Ribbon Location

R#: 1 & 2

5/16/2025

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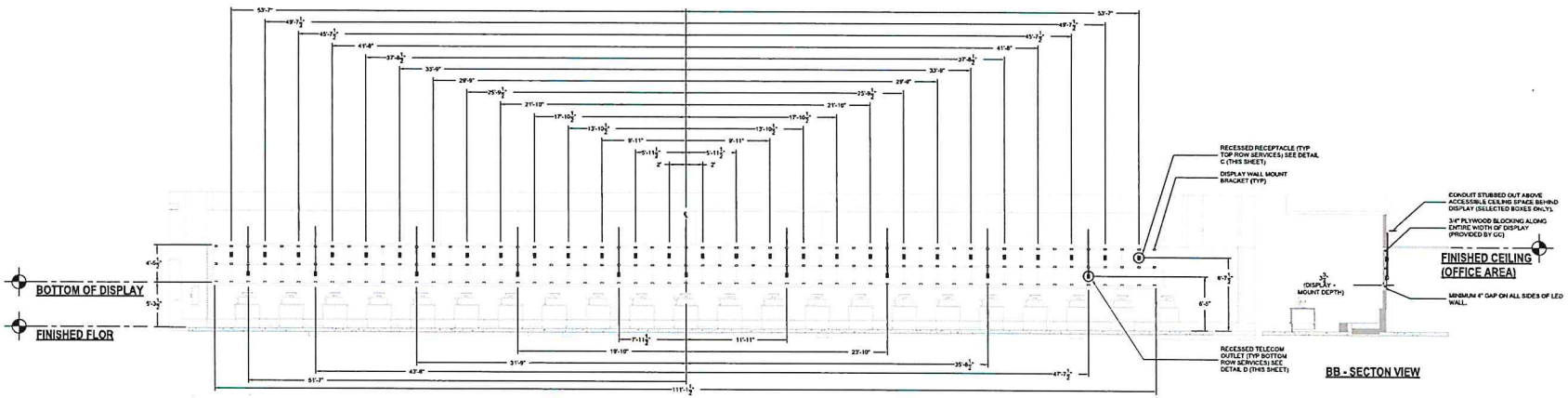
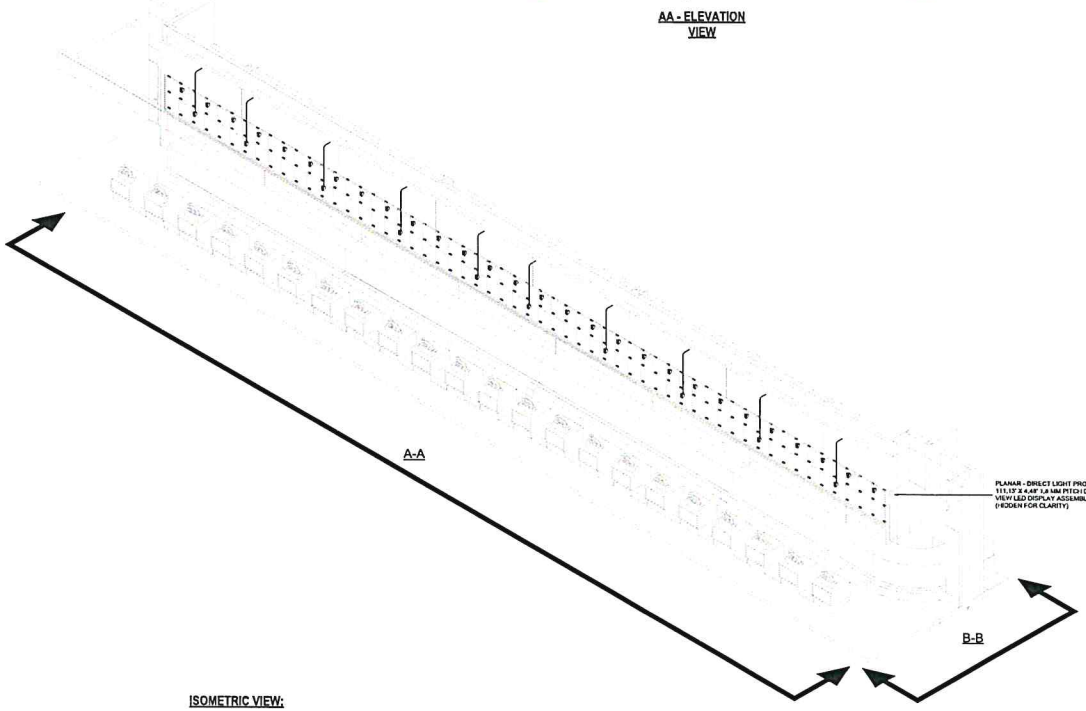
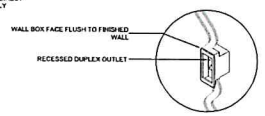


AA - ELEVATION VIEW

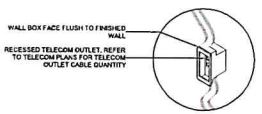
BB - SECTON VIEW



ISOMETRIC VIEW:



DETAIL C - RECESSED OUTLET
SCALE: NTS



DETAIL D - RECESSED TELECOM OUTLET
SCALE: NTS

Digital Advertisement Elevation
R#: 2

1 AV DETAIL - TICKETING BACKWALL #2
3/4" = 1'-0"

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TYLER KELLY

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Date of issue:
10/23/2024

△	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

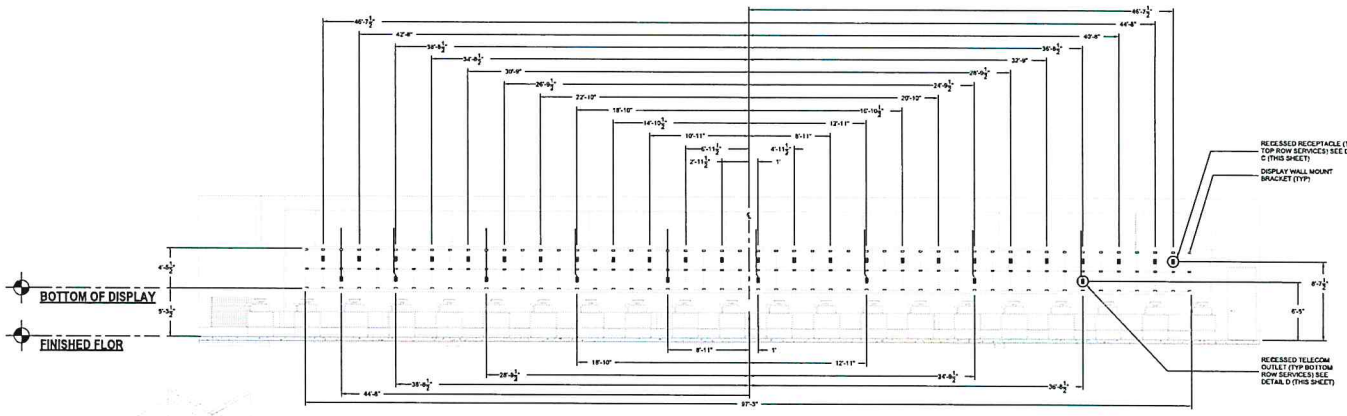
TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
AV DETAIL - TICKETING BACKWALL #2

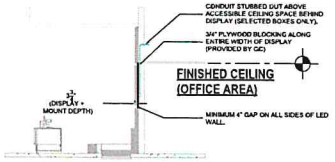
DATE: 10/23/2024	DRAWING No: TA5-04
DRAWN BY: DM	
CHECKED BY: HF	TERM 2

RETURN TO INDEX G06-01.6A

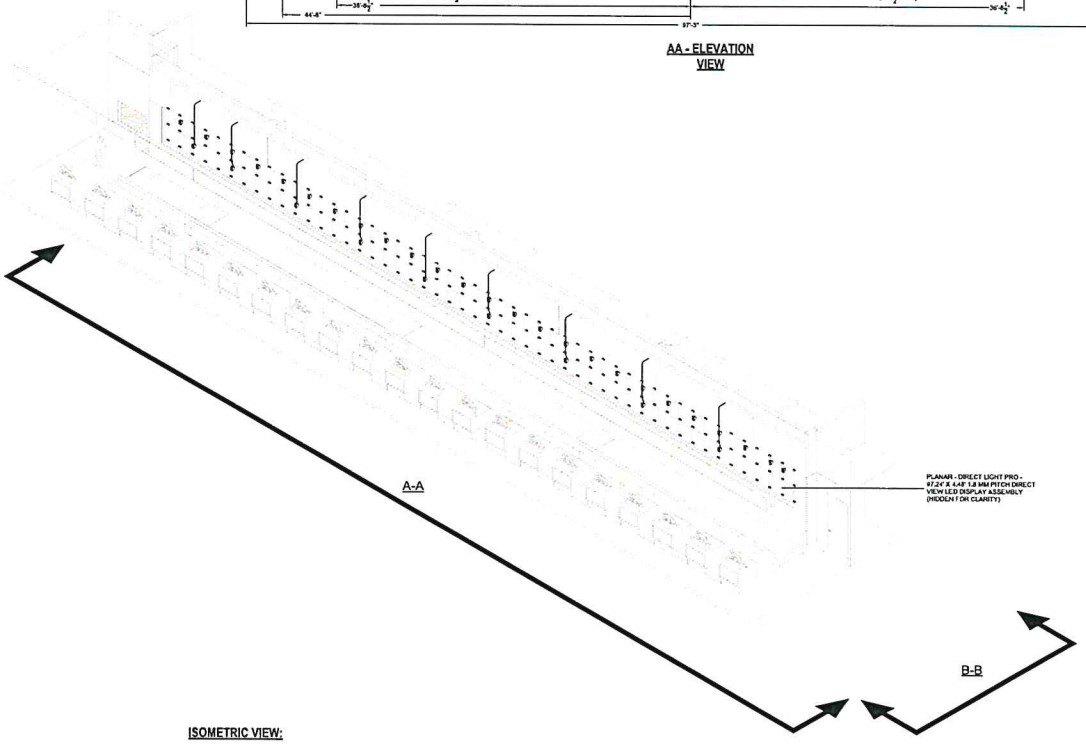
11/7/2024 2:06:02 PM TA5-04 AV DETAIL - TICKETING BACKWALL #2



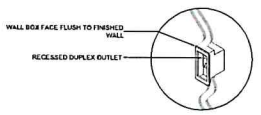
AA - ELEVATION VIEW



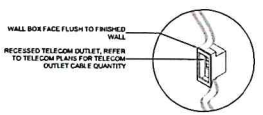
BB - SECTON VIEW



ISOMETRIC VIEW:



DETAIL C - RECESSED OUTLET
SCALE: NTS



DETAIL D - RECESSED TELECOM OUTLET
SCALE: NTS

Digital Advertisement Elevation
R#: 1

1 AV DETAIL - TICKETING BACKWALL #1
3/4" = 1'-0"

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Date of issue:
10/23/2024

REVISIONS		ISSUES	
	1	09/15/2023	30% SCHEMATIC DESIGN
	2	12/19/2023	60% DESIGN DEVELOPMENT
	4	04/10/2024	ISSUED FOR PERMIT
	5	08/01/2024	ISSUED FOR PERMIT R1
	6	09/13/2024	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

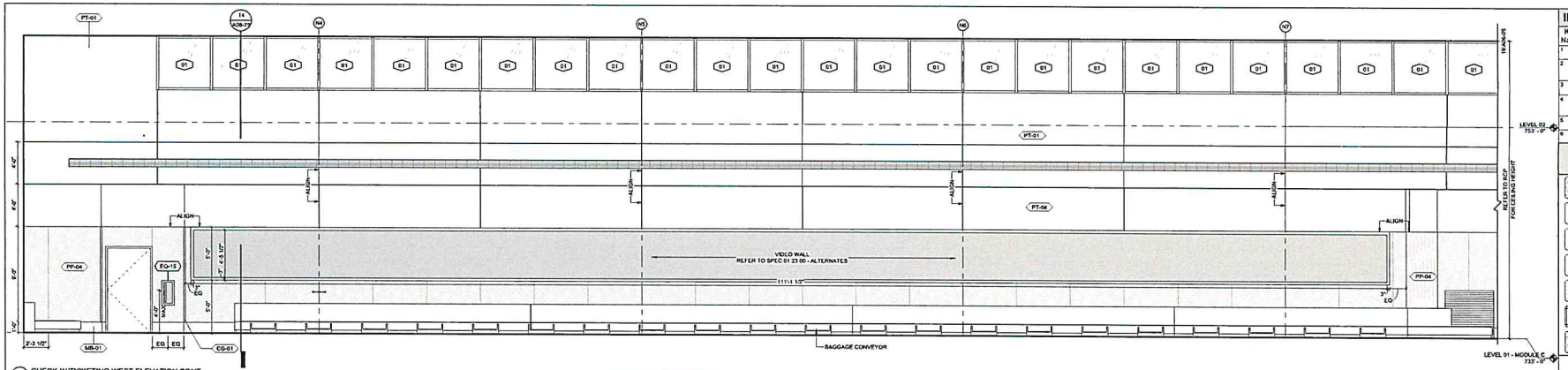
TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
AV DETAIL - TICKETING BACKWALL #1

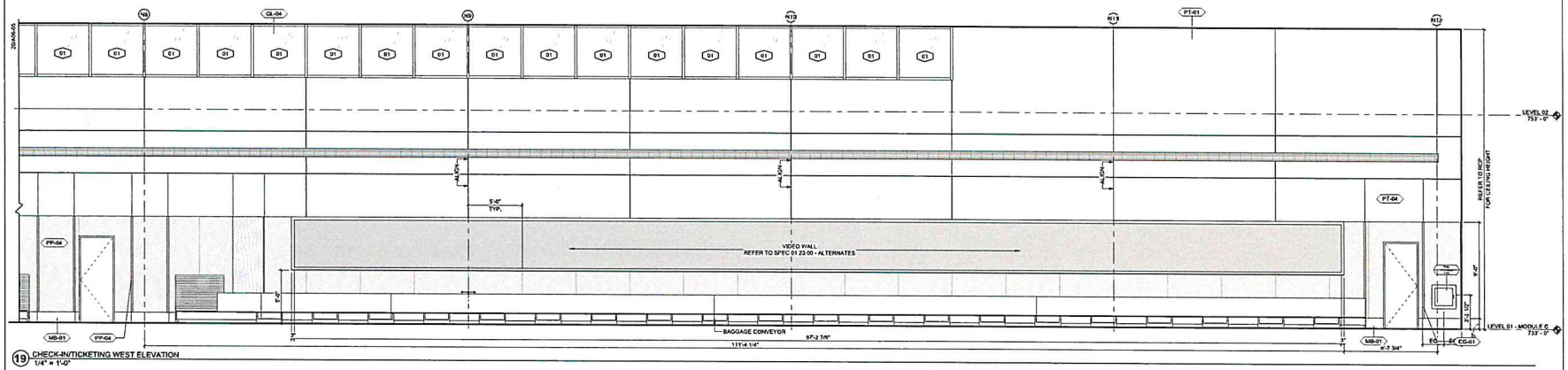
DATE: 10/23/2024	DRAWING No: TA5-05
DRAWN BY: DM	
CHECKED BY: HF	TERM 2

RETURN TO INDEX G06-01.6A

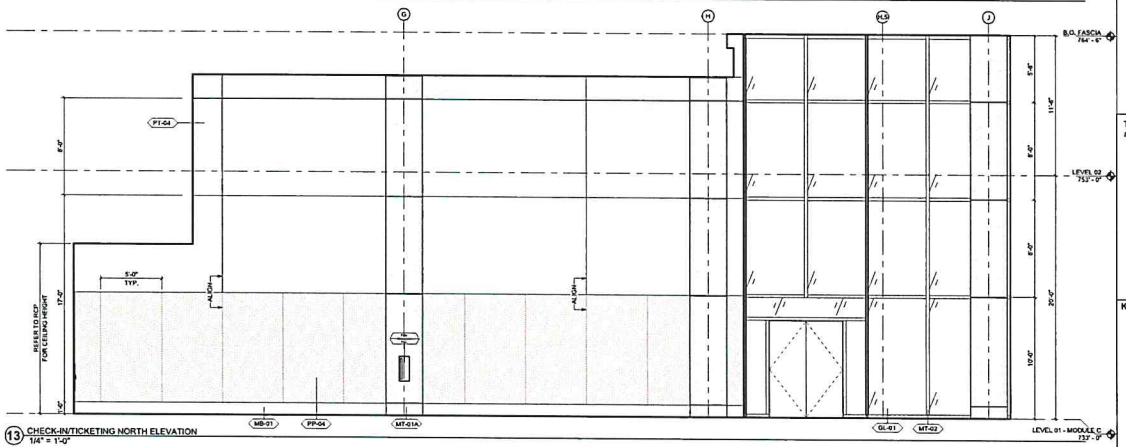
11/7/2024 2:06:09 PM TA5-05 AV DETAIL - TICKETING BACKWALL #1



20 CHECK-IN/TICKETING WEST ELEVATION CONT.
1/4" = 1'-0"



19 CHECK-IN/TICKETING WEST ELEVATION
1/4" = 1'-0"



13 CHECK-IN/TICKETING NORTH ELEVATION
1/4" = 1'-0"

INTERIOR ELEVATION NOTES

Key Name	COMMENTS
1	REFER TO SHEET A09-00.1 AND A09-04.2 FOR FINISH MATERIALS KEY
2	FINISHES ARE MODULAR IN SIZE AND ARE GIVEN AS MEASURED FROM TOP OF SLAB (T.O.S.) FOR EACH CORRESPONDING LEVEL
3	REFER TO SHEET A06-A3 FOR PLUMBING FIXTURES AND TOILET ACCESSORIES SCHEDULE
4	REFER TO SHEET A09-20 FOR TYPICAL WALL FINISH DETAILS INCLUDING CORNER GUARDS AT ALL OUTSIDE CORNERS
5	REFER TO SHEET A10-04.1 AND A10-04.2 FOR EQUIPMENT SCHEDULE
6	PLASTIC SIGNAGE SHALL COMPLY WITH THE REQUIREMENTS OF CBC 402.6.4.

INT MATERIAL LEGEND

FWP-01, FWP-02, MB-01, MT-02, MT-04, MT-08, MT-09, PL-01, PP-01, PP-02, PP-03, PP-04, PT-10, TL-04, TL-08, TL-09, TL-10, WM-01, WP-04, WP-05

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BRENT KELLEY

LICENSED ARCHITECT
BRENT ALLEN KELLEY
C-29540
07/31/2025
REN. DATE
STATE OF CALIFORNIA

Date of Issue:
10/23/2024

KEYPLAN

C1 C2 C3 C4 D1 D2
A1 A2 B1 B2 C5 C6 C7 C8 D3 D4

N

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△	REVISIONS	○	ISSUES	
		2	09/18/2023	30% SCHEMATIC DESIGN
		3	12/18/2023	60% DESIGN DEVELOPMENT
		4	04/10/2024	ISSUE FOR PERMIT
		5	06/01/2024	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:
INTERIOR ELEVATIONS - LEVEL 1 - ZONE C

PERMIT NUMBER: BS2400265

DATE: 10/23/2024
DRAWN BY: SB
CHECKED BY: Checker
DRAWING No: A06-05
TERM2

RETURN TO INDEX G02-01.1

9/13/2024 12:33:01 AM A06-05 INTERIOR ELEVATIONS - LEVEL 1 - ZONE C

ELEVATE BUR

Airport BIDS Location (QTY 3)

5/16/2025

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ELEVATE BUR

Airport GIDS Location (QTY 14)

GID (TYPICAL)

5/16/2025

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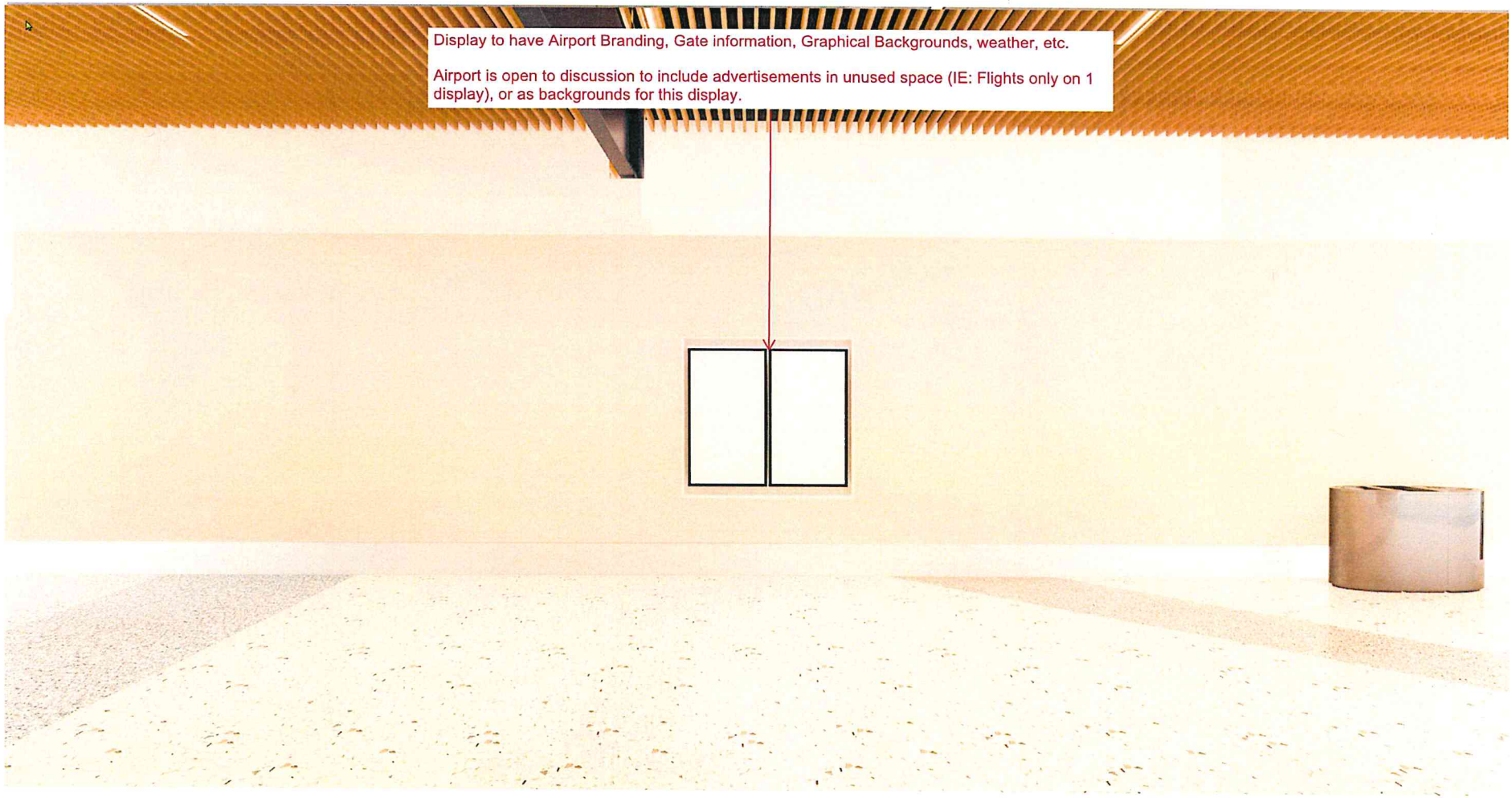

ELEVATE BUR

Airport FIDS Location (QTY 4)

FID (TYPICAL)

5/16/2025

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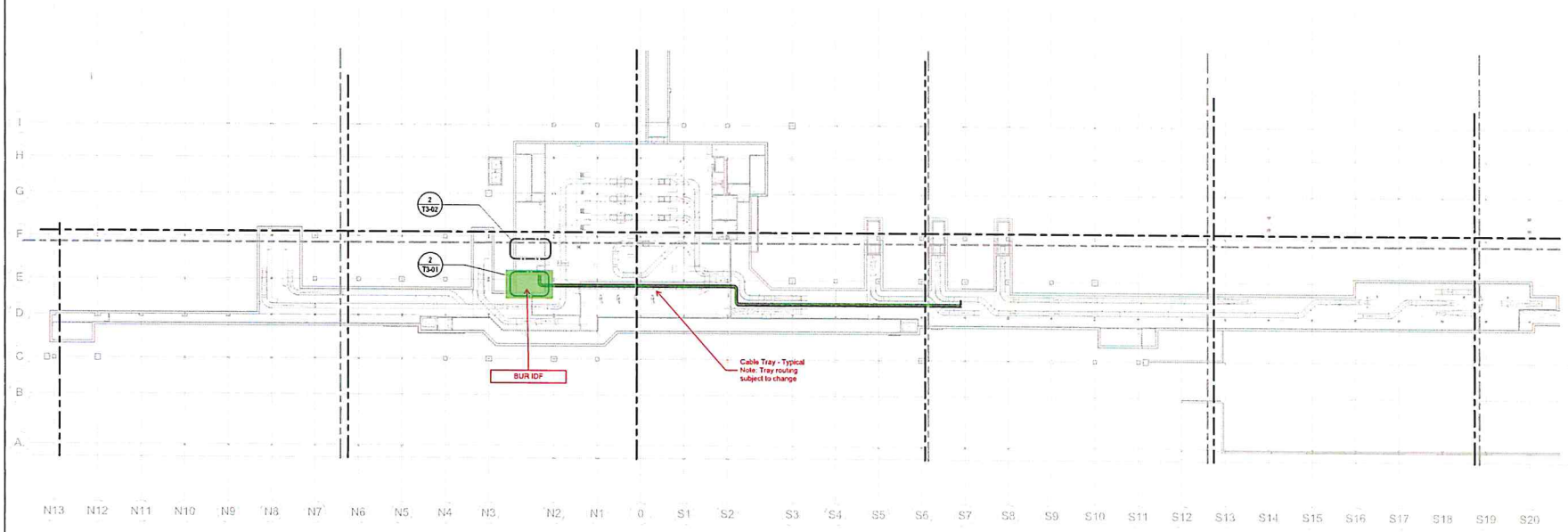
Exhibit B: Ancillary Installations and Locations



1 LEVEL B1- TELECOM OVERALL REFLECTED CEILING PLAN

1" = 30'-0"

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TYLER KELLY

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Date of issue:
10/23/2024

N

△	REVISIONS	○	ISSUES	
		1	05/18/2023	30% SCHEMATIC DESIGN
		2	12/18/2023	60% DESIGN DEVELOPMENT
		4	04/10/2024	ISSUED FOR PERMIT
		5	06/01/2024	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

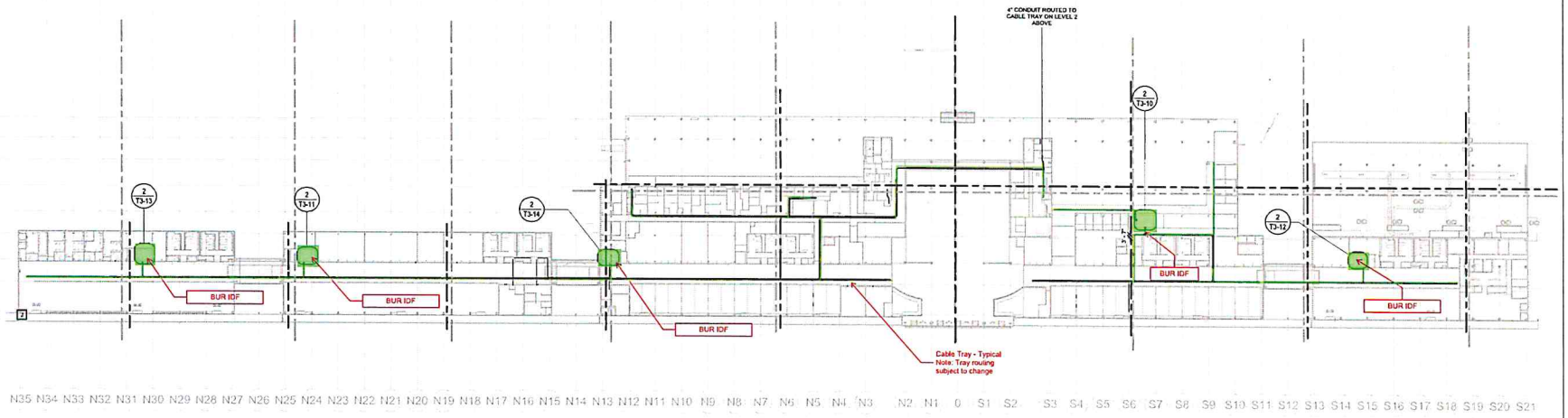
TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
LEVEL B1 - TELECOM OVERALL REFLECTED CEILING PLAN

DATE: 10/23/2024	DRAWING No: T1-10
DRAWN BY: TK	
CHECKED BY: HF	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"

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TYLER KELLY

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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	06/01/2024	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

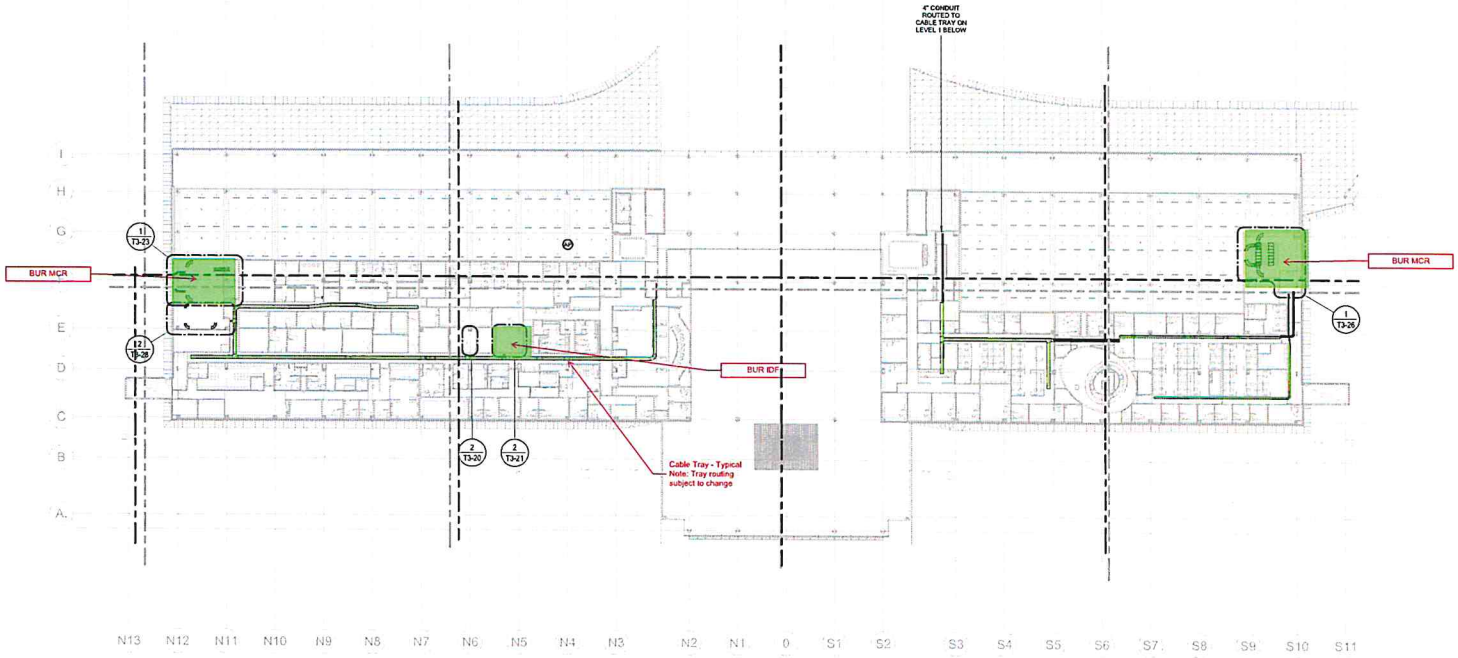
TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
LEVEL 1 - TELECOM OVERALL REFLECTED CEILING PLAN

DATE: 10/23/2024	DRAWING No: T1-11
DRAWN BY: TK	
CHECKED BY: HF	TERM 2

RETURN TO INDEX T0-00

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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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	06/01/2024	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

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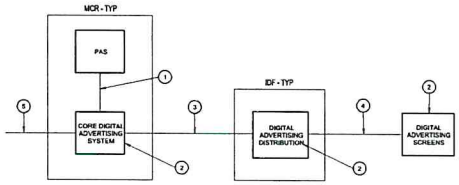
TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

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

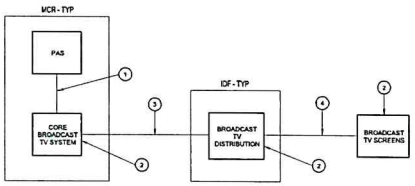
RETURN TO INDEX T0-00

11/7/2024 1:14:09 PM T1-12 LEVEL 2 - TELECOM OVERALL REFLECTED CEILING PLAN



DETAIL NOTES:
1. AUDIO OVERRIDE TRIGGER FROM PAS SYSTEM TO ADVERTISING SYSTEM
2. DIGITAL ADVERTISING EQUIPMENT - BY OTHERS
3. PATHWAYS AND CABLING, PROVIDED UNDER THE BACKBONE AND HORIZONTAL INFRASTRUCTURE SYSTEMS
4. PATHWAYS PROVIDED UNDER THE BACKBONE AND HORIZONTAL INFRASTRUCTURE SYSTEMS CABLE PROVIDED BY OTHERS
5. CONNECTION TO DMCS SYSTEM

6 DIGITAL ADVERTISING BLOCK DIAGRAM
NO SCALE



DETAIL NOTES:
1. AUDIO OVERRIDE TRIGGER FROM PAS SYSTEM TO BROADCAST TV SYSTEM
2. BROADCAST TV EQUIPMENT - BY OTHERS
3. PATHWAYS AND CABLING, PROVIDED UNDER THE BACKBONE AND HORIZONTAL INFRASTRUCTURE SYSTEMS
4. PATHWAYS PROVIDED UNDER THE BACKBONE AND HORIZONTAL INFRASTRUCTURE SYSTEMS

5 BROADCAST TELEVISION BLOCK DIAGRAM
NO SCALE

Redacted

11/7/2024 1:21:04 PM T6-04 AIRPORT SYSTEMS BLOCK DIAGRAMS

△	REVISIONS	○	ISSUES	
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		2	12/18/2023	60% DESIGN DEVELOPMENT
		4	04/10/2024	ISSUED FOR PERMIT
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TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
AIRPORT SYSTEMS BLOCK DIAGRAMS

DATE: 10/23/2024
DRAWN BY: TK
CHECKED BY: HF
DRAWING No: T6-04
TERM 2

RETURN TO INDEX G06-01.6A

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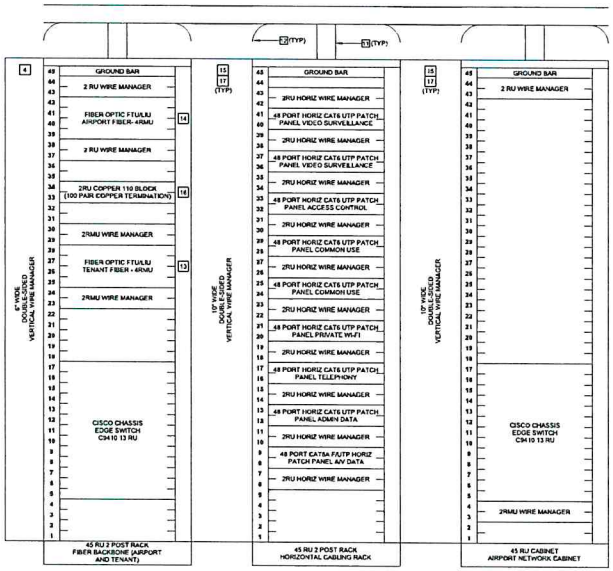
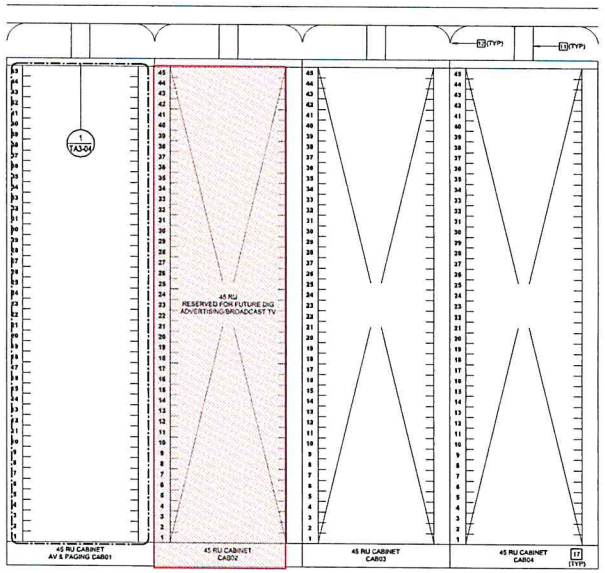
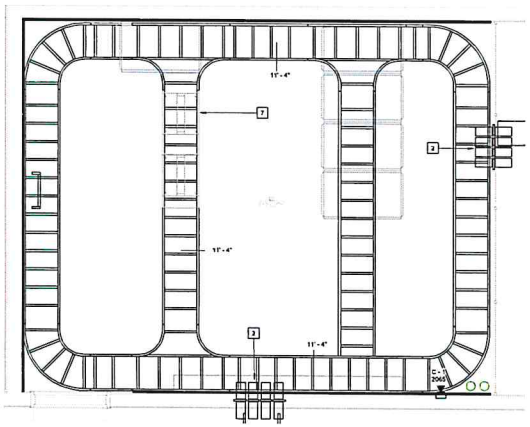
KEYPLAN



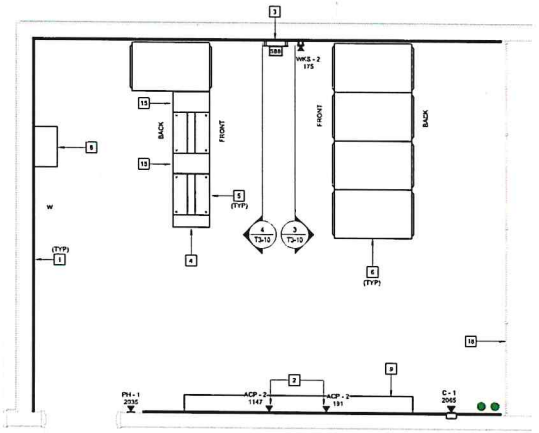
4 IDF RACK ROW ELEVATION - IDF 1-4
1 1/2" = 1'-0"



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:

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 TELCORDIA 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'-6" AFF AND LOCATE TOP OF PLYWOOD BACKBOARD 9'-0" AFF. PAINT ALL 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'-0"X2'-0") 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. 9" 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 E&T 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.
14. AIRPORT FIBER PATCH PANEL. SEE BACKBONE FIBER DIAGRAM FOR MORE INFORMATION.
15. 19" 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-300-C, MONITORED vCONNECT 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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△	REVISIONS	○	ISSUES
		1	09/18/2023 30% SCHEMATIC DESIGN
		2	12/18/2023 90% DESIGN DEVELOPMENT
		4	04/10/2024 ISSUED FOR PERMIT
		5	06/01/2024 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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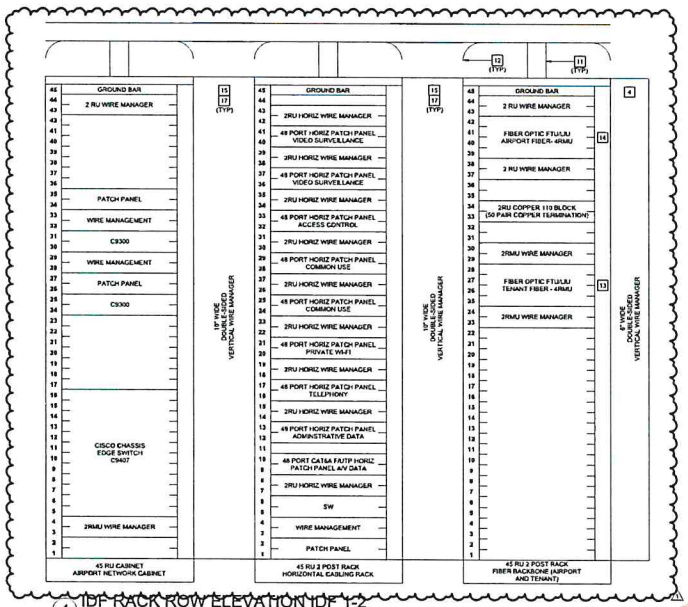
TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
LEVEL 1 - ENLARGED IDF ROOM PLAN - IDF 1-4

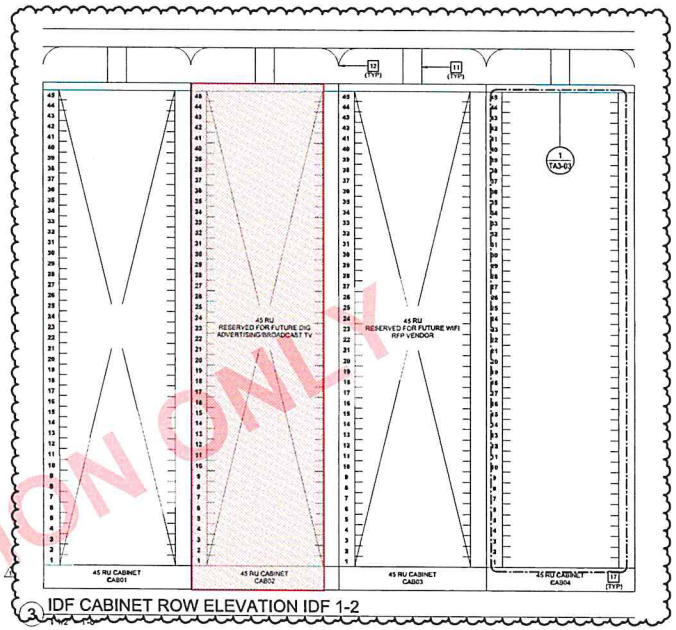
DATE: 10/23/2024	DRAWING No: T3-10
DRAWN BY: TK	
CHECKED BY: HF	TERM 2

RETURN TO INDEX G06-01.6A

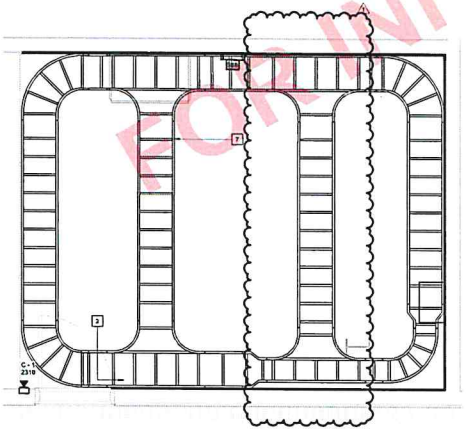
11/7/2024 1:20:05 PM T3-10 LEVEL 1 - ENLARGED IDF ROOM PLAN - IDF 1-4



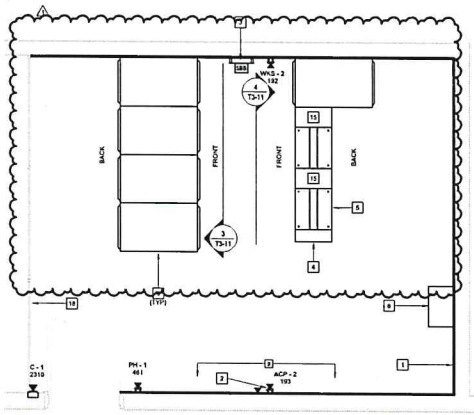
4 IDF RACK ROW ELEVATION IDF 1-2
1 1/2" = 1'-0"



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
1/2" = 1'-0"

FOR INFORMATION ONLY

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'-6" 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. 3- POST EQUIPMENT RACK (TYP.)
6. EQUIPMENT CABINETS
7. 18" WIDE CABLE TRAY
8. RESERVED 40"X90"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 FV SET FOR EXACT QUANTITIES OF CABINETS AND CONFIGURATION.
10. MECHANICAL EQUIPMENT SPECIFIED AND INSTALLED UNDER MECHANICAL CONTRACTOR
11. 3" TALL CABLE RUNWAY ELEVATION KIT
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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. 19" 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 4CONNECT PDU's, 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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REVISIONS			ISSUES		
1	01/15/2025	DCN-010 TERM2	1	09/18/2023	30% SCHEMATIC DESIGN
			2	12/18/2023	60% DESIGN DEVELOPMENT
			4	04/10/2024	ISSUED FOR PERMIT
			5	06/01/2024	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

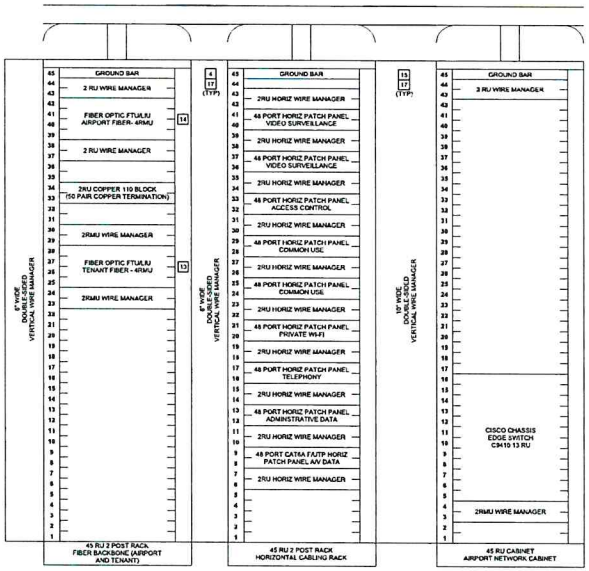
TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
LEVEL 1 - ENLARGED IDF ROOM PLAN - IDF 1-2

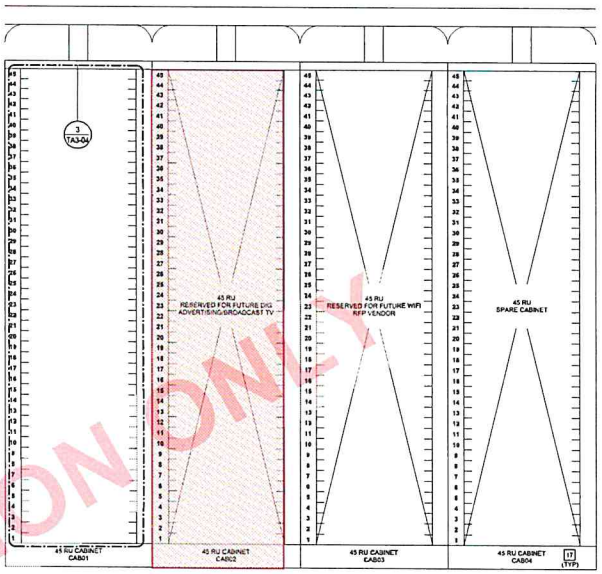
DATE: 10/23/2024	DRAWING No: T3-11
DRAWN BY: TK	
CHECKED BY: HF	TERM 2

RETURN TO INDEX G06-01.6A

1/15/2025 6:14:39 PM T3-11 LEVEL 1 - ENLARGED IDF ROOM PLAN - IDF 1-2



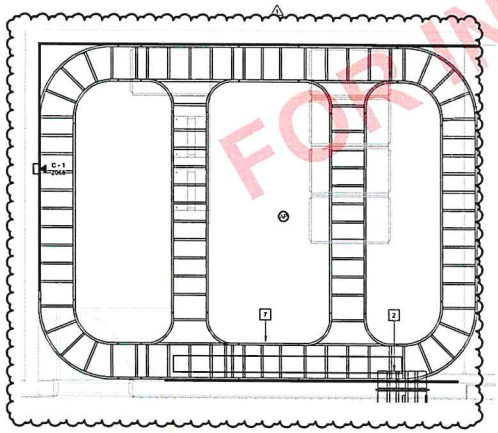
4 IDF 1-5 - RACK ROW ELEVATION
1 1/2" = 1'-0"



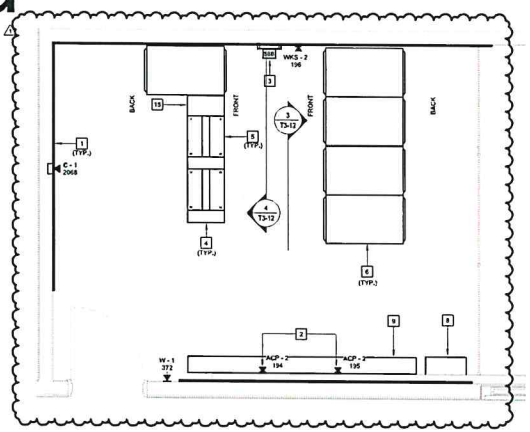
3 IDF 1-5 - CABINET ROW ELEVATION
1 1/2" = 1'-0"

FOR INFORMATION ONLY

Redacted



2 IDF 1-5 - ENLARGED RCP
1/2" = 1'-0"



1 IDF 1-5 - ENLARGED 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 TIRE 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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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 48"X29"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
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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-3032-C, MONITORED vCONNECT 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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Hollywood Burbank Airport

HOLDER Pankow TEC CONSTRUCTORS & ENGINEERS | CORGAN CANNONDESIGN BURNS McDONNELL

Faith Group

TERMINAL BUILDING
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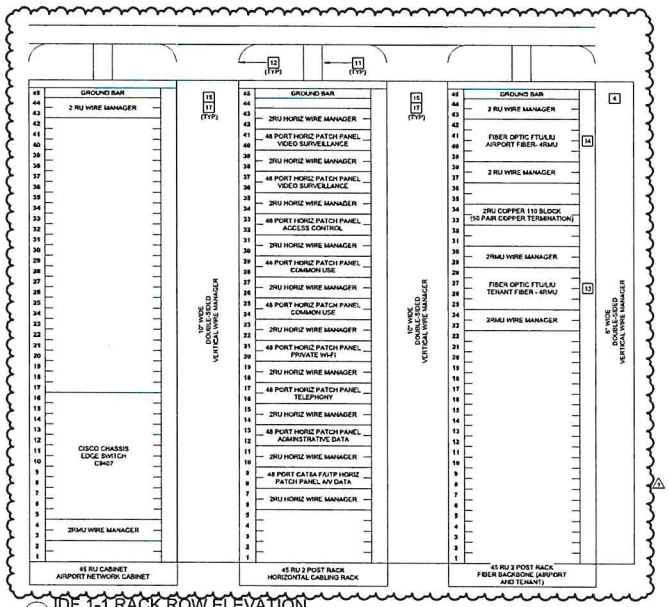
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
LEVEL 1 - ENLARGED IDF ROOM PLAN - IDF 1-5

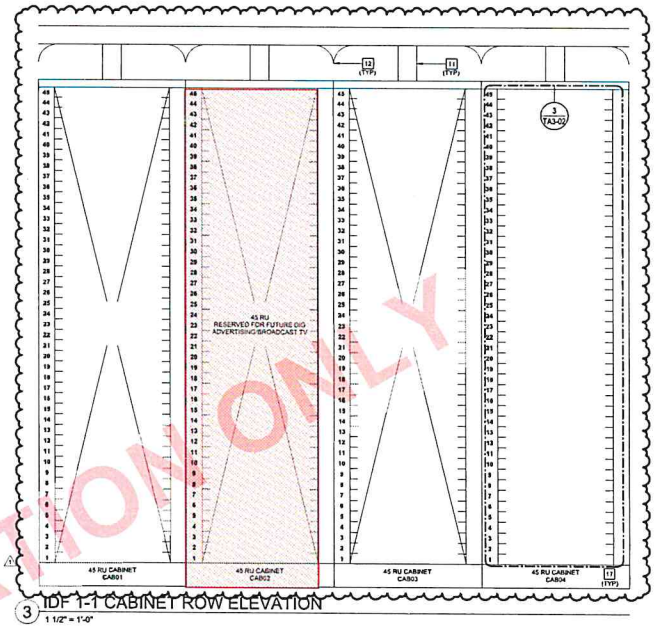
DATE: 10/23/2024	DRAWING No: T3-12
DRAWN BY: TK	
CHECKED BY: HF	TERM 2

RETURN TO INDEX G06-01.6A

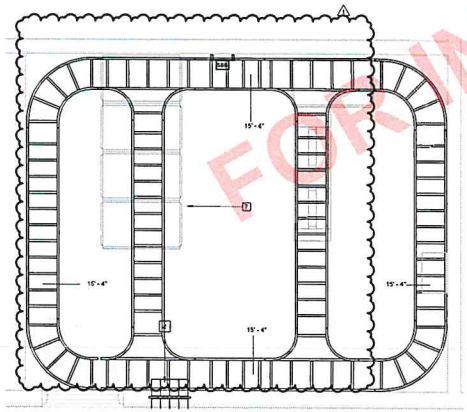
1/15/2025 6:14:59 PM T3-12 LEVEL 1 - ENLARGED IDF ROOM PLAN - IDF 1-5



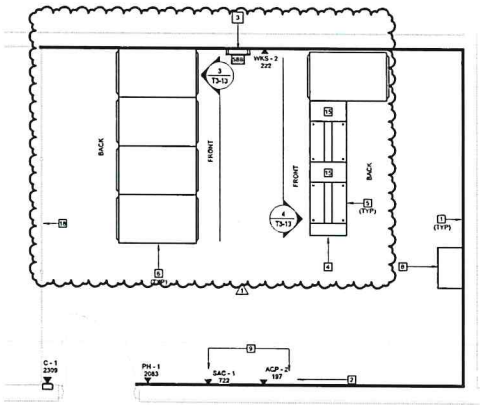
4 IDF 1-1 RACK ROW ELEVATION
1 1/2" = 1'-0"



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 TELCORDIA R-63 AND IBC RATING.

SHEET'S NOTE: [#]

[1] PROVIDE 3/4" THICK UNDERWRITERS LABORATORY APPROVED FIRE-RETARDANT PLYWOOD ON THIS WALL AS SHOWN. LOCATE BOTTOM OF PLYWOOD 1'-6" AFF AND LOCATE TOP OF PLYWOOD BACKBOARD 9'-6". 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'X1'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.

[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 vCONNECT 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

N

REVISIONS			ISSUES		
1	01/15/2025	DCN-010 TERM2	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

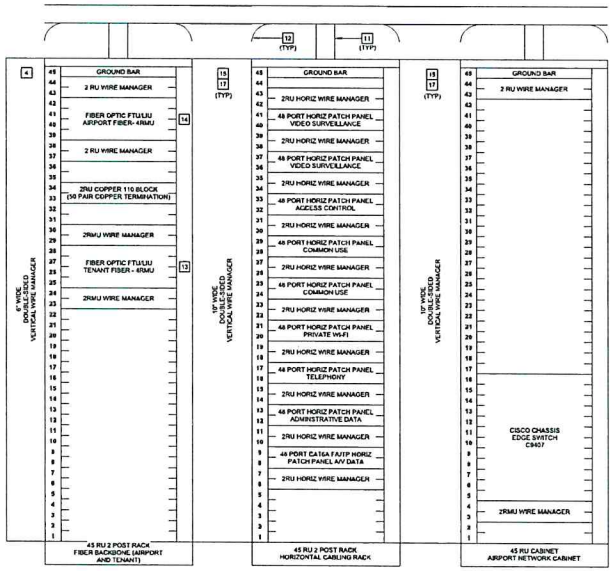
SHEET TITLE:
LEVEL 1 - ENLARGED IDF ROOM - IDF 1-1

DATE: 10/23/2024	DRAWING No: T3-13
DRAWN BY: TK	
CHECKED BY: HF	TERM 2

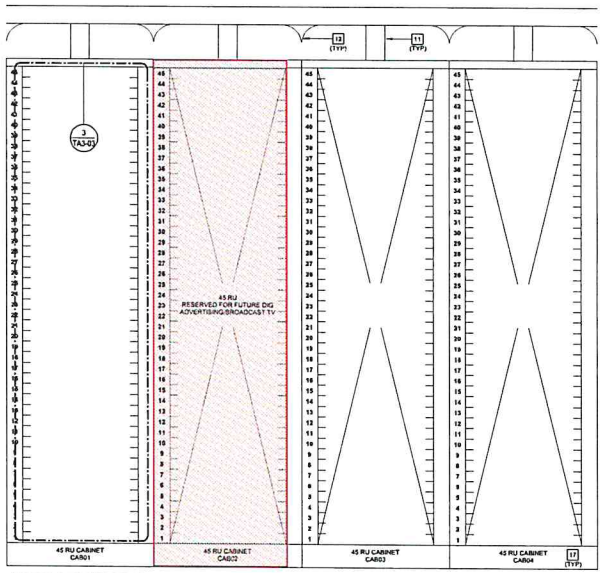
RETURN TO INDEX G06-01.6A

1/15/2025 6:10:20 PM T3-13 LEVEL 1 - ENLARGED IDF ROOM - IDF 1-1

FOR INFORMATION ONLY

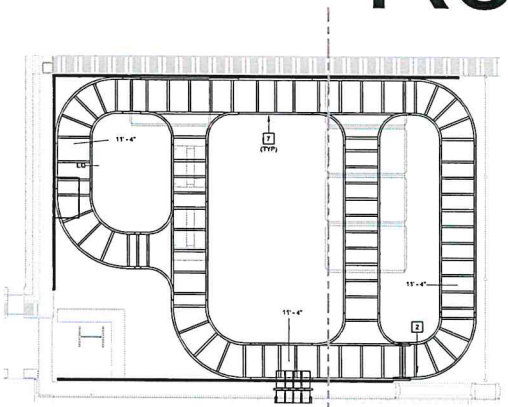


4 IDF RACK ROW ELEVATION - IDF 1-3
1 1/2" = 1'-0"

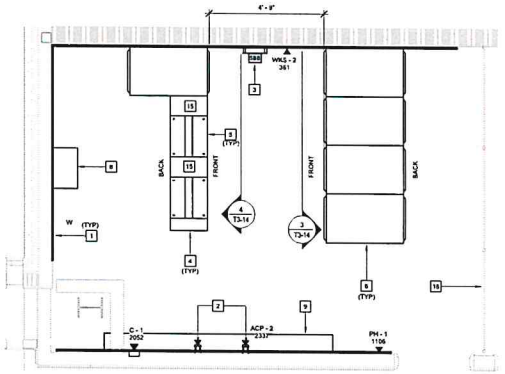


3 IDF CABINET ROW ELEVATION - IDF 1-3
1 1/2" = 1'-0"

Redacted



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 8'-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 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 BACKBOARD. 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 IDFS 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.
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-3302-C, MONITORED eCONNECT PDU's 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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△	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

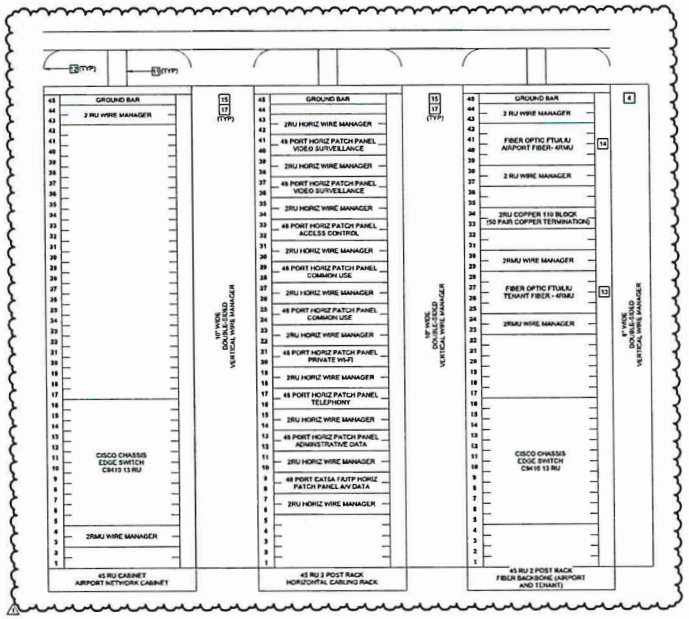
TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
LEVEL 1 - ENLARGED IDF ROOM PLAN - IDF 1-3

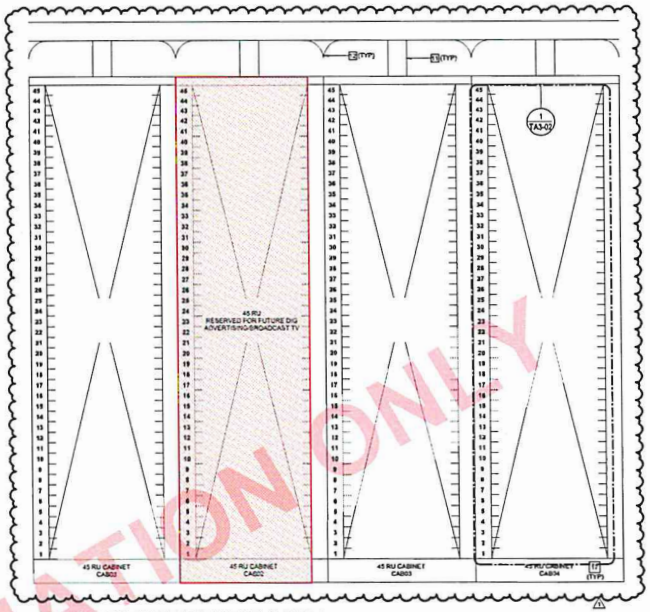
DATE: 10/23/2024	DRAWING No: T3-14
DRAWN BY: TK	
CHECKED BY: HF	TERM 2

RETURN TO INDEX G06-01.6A

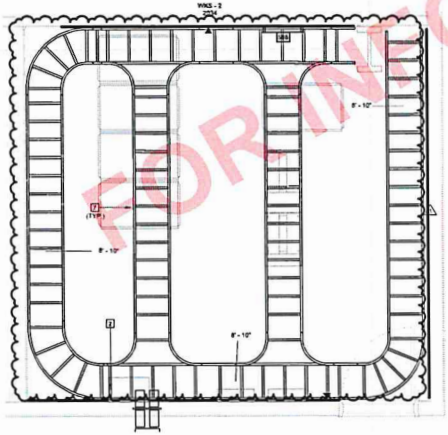
11/7/2024 1:20:23 PM T3-14 LEVEL 1 - ENLARGED IDF ROOM PLAN - IDF 1-3



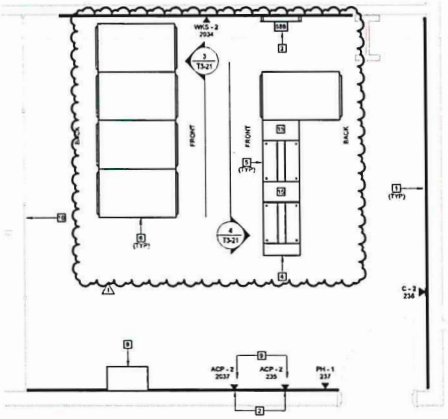
4 IDF 2-2 RACK ROW ELEVATION
1 1/2" = 1'-0"



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"

FOR INFORMATION ONLY

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: [4]

1. PROVIDE 3/4" THICK UNDERWRITERS LABORATORY APPROVED FIRE-RETARDANT PLYWOOD ON THIS WALL AS SHOWN. LOCATE BOTTOM OF PLYWOOD 1'-0" A/F AND LOCATE TOP OF PLYWOOD BACKBOARD 8'-0". PAINT ALL 6 SIDES OF EACH SHEET OF PLYWOOD WITH FIRE-RETARDANT, WHITE COLOR, LIGHT REFLECTIVE PAINT. THE "FIRE RATING STENCIL AND UNDERWRITER'S 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.6'-7" A/F. 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. CHAIN LINK FENCE, PROVIDED UNDER ARCHITECTURAL/GENERAL CONTRACTOR SCOPE.
11. TOP-MOUNT CABLE WATERFALL TRAY
12. TENANT FIBER PATCH PANEL. SEE FIBER PANEL SCHEDULE AND TENANT SHARED SERVICES DIAGRAM.
13. AIRPORT FIBER PATCH PANEL. SEE BACKBONE FIBER DIAGRAM FOR MORE INFORMATION.
14. 19" FRONT AND BACK VERTICAL WIRE MANAGERS (TYPICAL)
15. (1) 50 PAIR CAT3 COPPER BACKBONE CABLES RAN BACK TO EACH MDF ROOM RESPECTIVELY (100 PAIR TOTAL). SEE TELECOM BACKBONE SINGLE LINE DIAGRAM FOR MORE INFORMATION.
16. PROVIDE (2) VERTICAL MOUNTED, CPI PART NO. EA-3002-C, 19"HITWELD 4CHANNEL PDU's, 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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Date of issue:
10/23/2024

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△	REVISIONS		○	ISSUES	
1	01/15/2025	DCN-010 TERM2	1	03/15/2023	30% SCHEMATIC DESIGN
			2	12/15/2023	60% DESIGN DEVELOPMENT
			4	04/10/2024	ISSUED FOR PERMIT
			5	09/01/2024	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 2 - ENLARGED IDF 2-2 ROOM PLAN

DATE: 10/23/2024
DRAWN BY: TK
CHECKED BY: HF

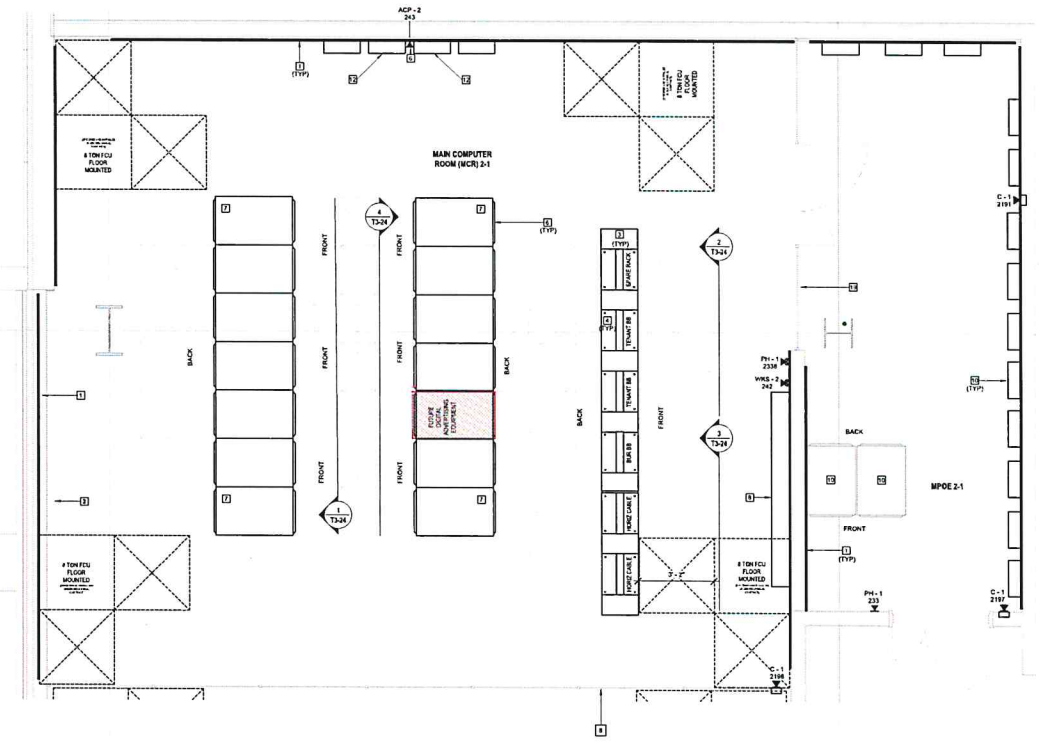
DRAWING No: T3-21

TERM 2

RETURN TO INDEX G06-01.6A

1/15/2025 6:15:37 PM T3-21 LEVEL 2 - ENLARGED IDF 2-2 ROOM PLAN

Redacted



1 LEVEL 2 - ENLARGED MCR & MPOE ROOM PLAN - MCR 2-1
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 8'-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. PROVIDE GROUNDING PBB (2" X 12" X 48") AT APPROX.6FT. AFF. MOUNTED TO 3/4" PLYWOOD BACKGROUND, BUSBAR AND 6/0 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.)
3. 10" VERTICAL WIRE MANAGERS (TYPICAL)
4. 2- POST EQUIPMENT RACKS
5. EQUIPMENT CABINETS
6. SPACE RESERVE FOR SECURITY ACCESS CONTROL AND POWER SUPPLY PANELS. SEE TY SET FOR EXACT QUANTITIES OF CABINETS AND CONFIGURATION.
7. MECHANICAL EQUIPMENT SPECIFIED AND INSTALLED UNDER MECHANICAL CONTRACTOR
8. 110 WALL FIELD FOR ALL COPPER BACKBONE TERMINATIONS. SEE SINGLE LINE DIAGRAM FOR MORE INFORMATION AND EXACT QUANTITIES OF INCOMING COPPER CABLES.
9. SPACE PROVIDED FOR TELECOM CARRIER LANDING WALL FIELD. WALL MOUNTED PANELS ARE SHOWN TO RESERVE SPACE FOR FUTURE TELCO CABINET AND PANEL LANDING LOCATION.
10. PROVIDE 36" DEEP LOCKABLE CABINET FOR SPECIAL CONDITION TELCO REQUIREMENTS FOR VENDORS AND CONCESSIONS WITHIN THE AIRPORT.
11. CHAIN LINK FENCE. PROVIDED UNDER ARCHITECTURAL/GENERAL CONTRACTOR SCOPE.
12. SURFACE MOUNT OUTLET ADJACENT TO SECURITY PANEL

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Date of issue:
10/23/2024

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REVISIONS		ISSUES		
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		2	12/18/2023	60% DESIGN DEVELOPMENT
		4	04/18/2024	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

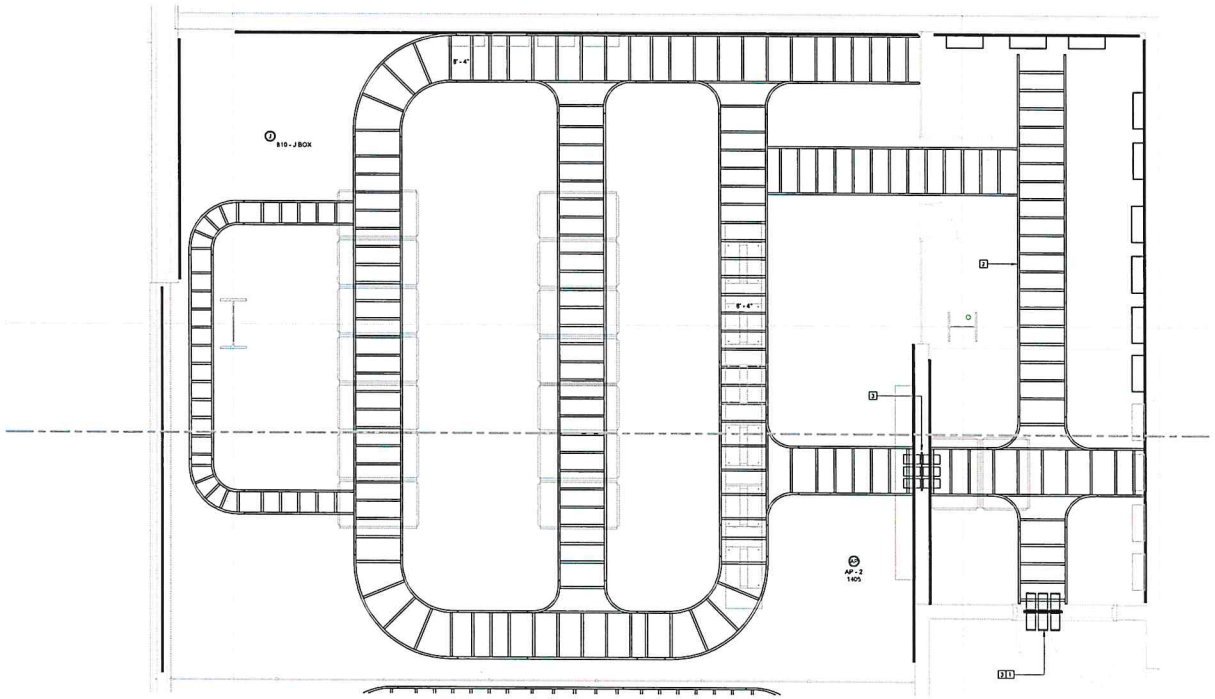
TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
LEVEL 2 - ENLARGED MCR & MPOE ROOM PLAN - MCR 2-1

DATE: 10/23/2024
DRAWN BY: TK
CHECKED BY: HF
DRAWING No: T3-22
TERM 2

RETURN TO INDEX G06-01.6A

11/7/2024 1:20:32 PM T3-22 LEVEL 2 - ENLARGED MCR & MPOE ROOM PLAN - MCR 2-1



1 LEVEL 2 - ENLARGED MCR & MPOE RCP - MCR 2-1
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 4" FIRE RATED CABLE PATHWAY MOUNTED ABOVE CABLE RUNWAY AND ABOVE CORRIDOR CEILING. COORDINATE WALL PENETRATION LOCATION WITH CABLE RUNWAY TO ENSURE ACCESSIBLE PATH. PROVIDE MULTI-GANG WALL BRACKET AND RADIUS CONTROL MODULE ON BOTH ENDS OF PATHWAY. (TYPICAL)
2. 24" WIDE CABLE TRAY (TYPICAL)
3. 3 X 2 CONFIGURATION OF 4" SLEEVES THROUGH WALL. FIRE RATING AS NOTED.
4. 12" WIDE CABLE TRAY (TYPICAL)

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Date of issue:
10/23/2024

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△	REVISIONS	○	ISSUES	
		1	09/18/2023	30% SCHEMATIC DESIGN
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		4	04/10/2024	ISSUED FOR PERMIT
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Hollywood Burbank Airport

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Faith Group

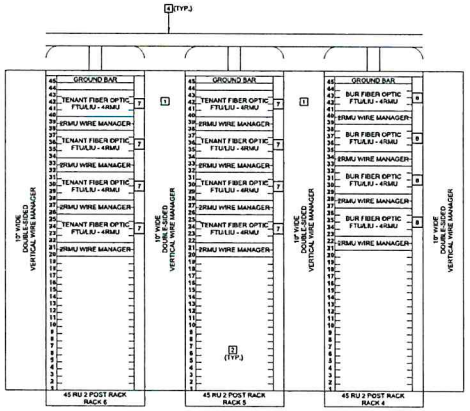
TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
LEVEL 2 - ENLARGED MCR & MPOE RCP - MCR 2-1

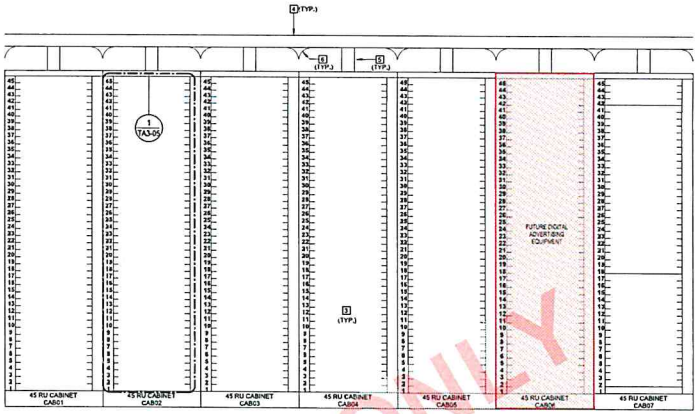
DATE: 10/23/2024	DRAWING No: T3-23
DRAWN BY: TK	
CHECKED BY: HF	TERM 2

RETURN TO INDEX G06-01.6A

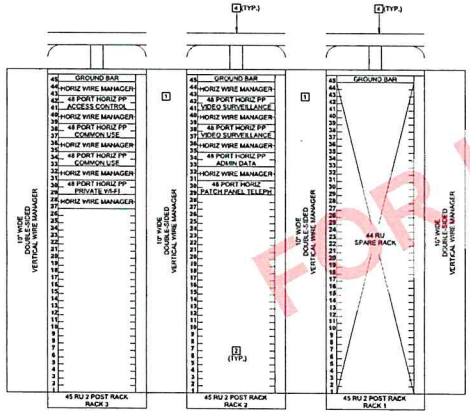
11/7/2024 1:20:34 PM T3-23 LEVEL 2 - ENLARGED MCR & MPOE RCP - MCR 2-1



3 MCR 2-1 RACK ROW (TENANT & BUR BACKBONE) ELEV
1" = 1'-0"



4 MCR - 2-1 - CABINET ROW 1 ELEVATION
1" = 1'-0"



2 MCR 2-1 RACK ROW - HORIZONTAL CABLING
1" = 1'-0"

FOR INFORMATION ONLY

Redacted

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. 10" VERTICAL WIRE MANAGERS (TYPICAL)
2. 2- POST EQUIPMENT RACKS (TYPICAL)
3. EQUIPMENT CABINETS (TYPICAL)
4. 24" WIDE CABLE TRAY (TYPICAL)
5. 3" TALL CABLE RUNWAY ELEVATION NJT (TYPICAL)
6. TOP-MOUNT CABLE WATERFALL TRAY (TYPICAL)
7. TENANT FIBER PATCH PANEL. SEE FIBER PANEL SCHEDULE AND TENANT SHARED SERVICES DIAGRAM.
8. AIRPORT FIBER PATCH PANEL. SEE BACKBONE FIBER DIAGRAM FOR MORE INFORMATION.

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TYLER KELLY

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Date of issue:
10/23/2024

REVISIONS		ISSUES	
	1	09/18/2023	30% SCHEMATIC DESIGN
	2	12/18/2023	60% DESIGN DEVELOPMENT
	4	04/19/2024	ISSUED FOR PERMIT
	5	06/01/2024	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 - MCR & MPOE ELEVATIONS - MCR 2-1

DATE: 10/23/2024	DRAWING No: T3-24
DRAWN BY: TK	
CHECKED BY: HF	TERM 2

RETURN TO INDEX G06-01.6A

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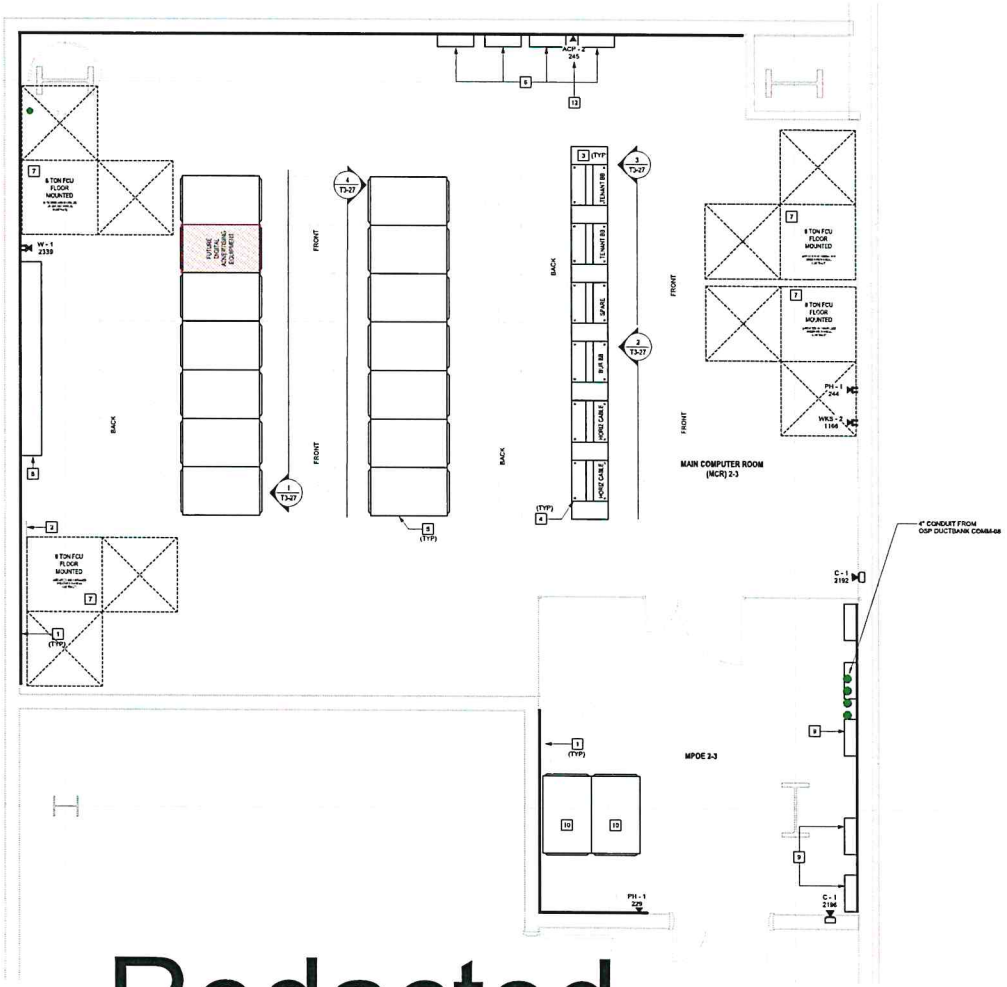

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1 LEVEL 2 - ENLARGED MCR & MPOE ROOM PLAN - MCR 2-3
1/2" = 1'-0"

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 THE WALL AS SHOWN. LOCATE BOTTOM OF PLYWOOD 1'-0" A.F.F 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 CLENCE, 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. PROVIDE GROUNDING PBB (2" X 12" X 48") AT APPROX.6'FT, AFF, MOUNTED TO 3/4" PLYWOOD BACKGROUND. BUSBAR AND #6B 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.)
3. 10" VERTICAL WIRE MANAGERS (TYPICAL)
4. 2- POST EQUIPMENT RACKS
5. EQUIPMENT CABINETS
6. SPACE RESERVE FOR SECURITY ACCESS CONTROL AND POWER SUPPLY PANELS. SEE TY SET FOR EXACT QUANTITIES OF CABINETS AND CONFIGURATION.
7. MECHANICAL EQUIPMENT SPECIFIED AND INSTALLED UNDER MECHANICAL CONTRACTOR
8. 110 WALL FIELD FOR ALL COPPER BACKBONE TERMINATIONS. SEE SINGLE LINE DIAGRAM FOR MORE INFORMATION AND EXACT QUANTITIES OF INCOMING COPPER CABLES.
9. SPACE PROVIDED FOR TELECOM CARRIER LANDING WALL FIELD. WALL MOUNTED PANELS ARE SHOWN TO RESERVE SPACE FOR FUTURE TELCO CABINET AND PANEL LANDING LOCATION.
10. PROVIDE 36" DEEP LOCKABLE CABINET FOR SPECIAL CONDITION TELCO REQUIREMENTS FOR VENDORS AND CONCESSIONS WITHIN THE AIRPORT.
11. CHAIN LINK FENCE, PROVIDED UNDER ARCHITECTURAL/GENERAL CONTRACTOR SCOPE.
12. SURFACE MOUNT OUTLET ADJACENT TO SECURITY PANEL

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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 2 - ENLARGED MCR & MPOE ROOM PLAN - MCR 2-3

DATE: 10/23/2024	DRAWING No: T3-25
DRAWN BY: TK	
CHECKED BY: HF	TERM 2

RETURN TO INDEX G06-01.6A

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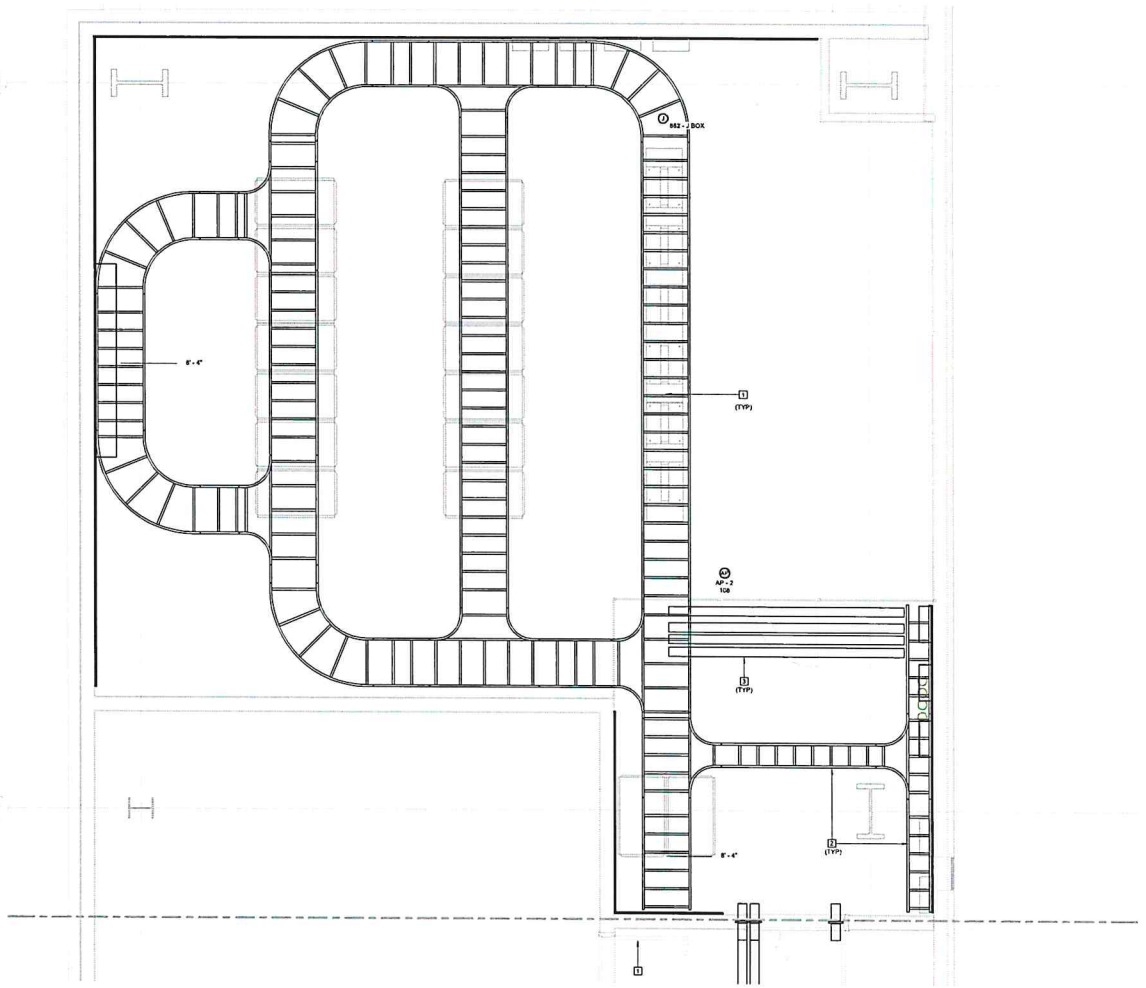

1 LEVEL 2 - ENLARGED MCR & MPOE RCP - MCR 2-3
1/2" = 1'-0"

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 ISC RATING.

SHEETS NOTE: F

1. 24" WIDE CABLE TRAY (TYPICAL)
2. 18" WIDE CABLE TRAY
3. 12" WIDE CABLE TRAY (TYPICAL)
4. 4" CONDUIT

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Hollywood Burbank Airport

HOLDER Pankow TEC CORGAN CANNONDESIGN BURNS McDONNELL

Faith Group

TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
LEVEL 2 - ENLARGED MCR & MPOE RCP - MCR 2-3

DATE: 10/23/2024	DRAWING No: T3-26
DRAWN BY: TK	
CHECKED BY: HF	TERM 2

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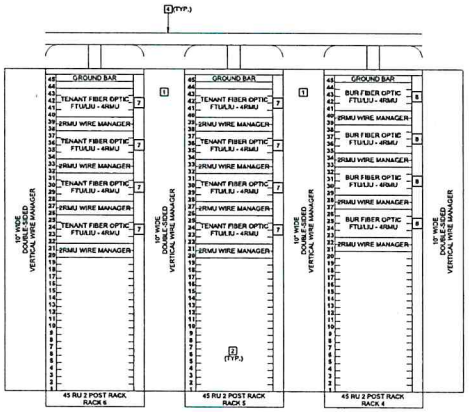
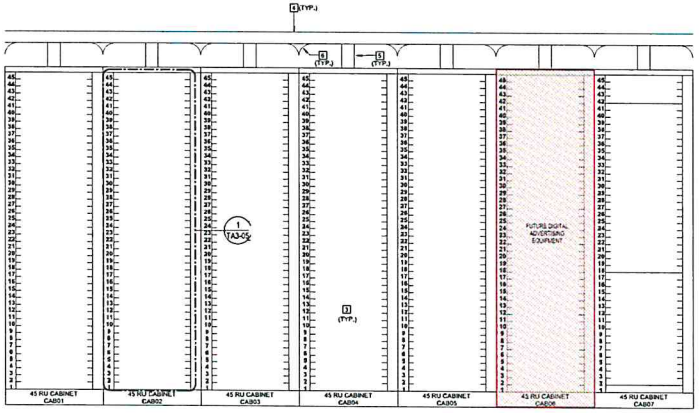


3 MCR 2-3 RACK ROW (TENANT & BUR BACKBONE) ELEV
1" = 1'-0"



4 MCR - 2-3 - CABINET ROW 1 ELEVATION
1" = 1'-0"

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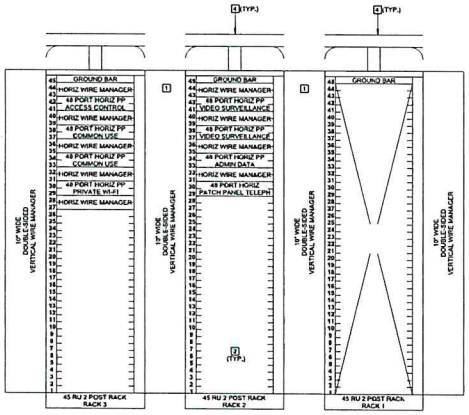
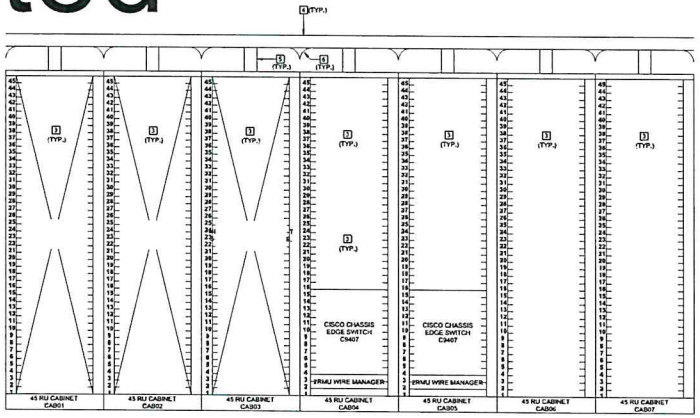


2 MCR 2-3 RACK ROW - HORIZONTAL CABLING
1" = 1'-0"



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1" = 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

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2. 2- POST EQUIPMENT RACKS (TYPICAL)
3. EQUIPMENT CABINETS (TYPICAL)
4. 24" WIDE CABLE TRAY (TYPICAL)
5. 3" TALL CABLE RUNWAY ELEVATION KIT (TYPICAL)
6. TOP-MOUNT CABLE WATERFALL TRAY (TYPICAL)
7. TENANT FIBER PATCH PANEL. SEE FIBER PANEL SCHEDULE AND TENANT SHARED SERVICES DIAGRAM.
8. AIRPORT FIBER PATCH PANEL. SEE BACKBONE FIBER DIAGRAM FOR MORE INFORMATION.
9. DEDICATED TSA BACKBONE AND CORE NETWORK LOCKABLE CABINET. SEE SINGLE LINE DIAGRAM FOR TSA FIBER & COPPER BACKBONE REQUIREMENTS.

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10/23/2024

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		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 - MCR & MPOE ELEVATIONS - MCR 2-3

DATE: 10/23/2024	DRAWING No: T3-27
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11/7/2024 1:20:47 PM T3-27 LEVEL 2 - MCR & MPOE ELEVATIONS - MCR 2-3

Exhibit C: 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.

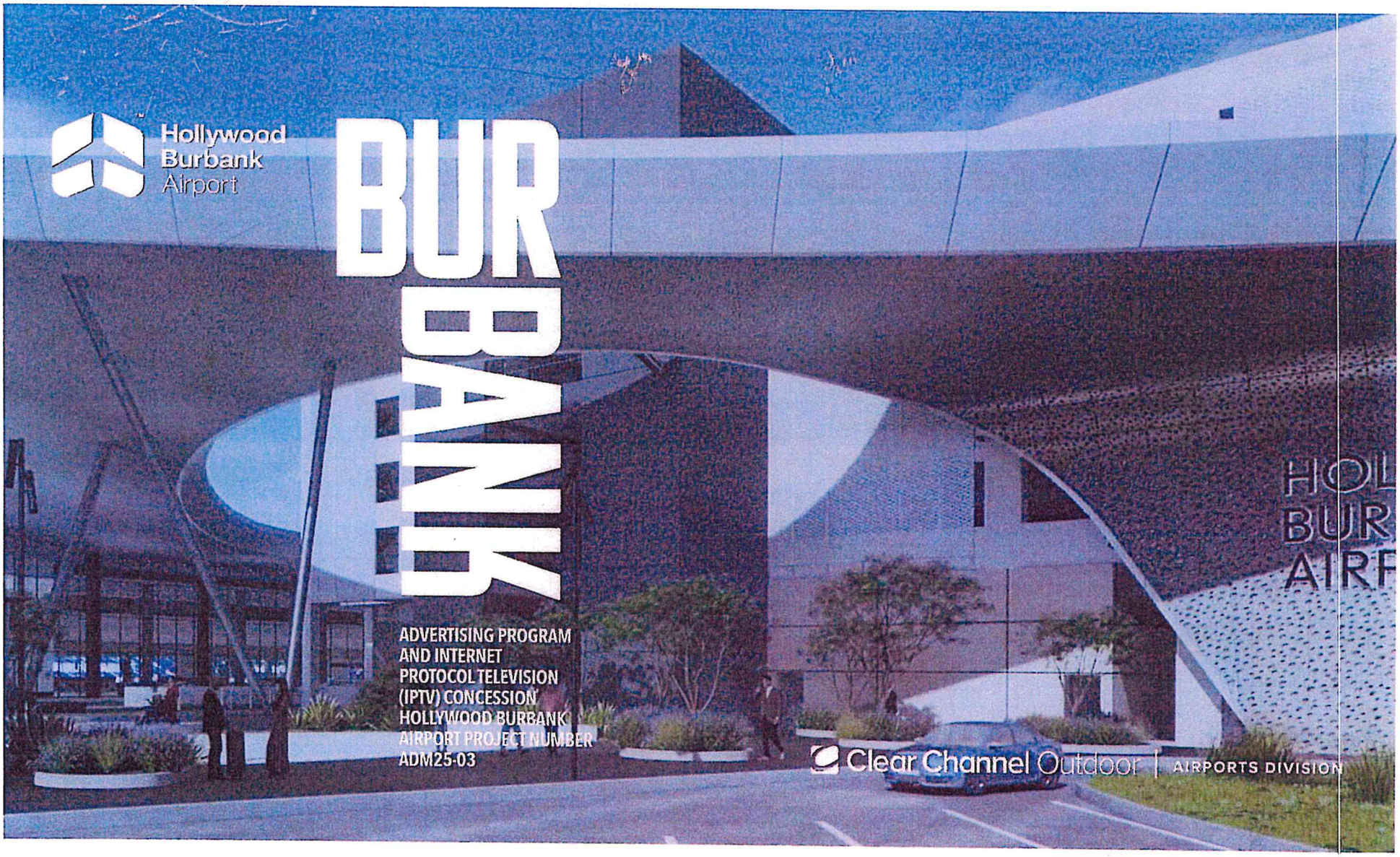
7. Advertisements for an activity, product, or service that is prohibited by federal, state, or local law.

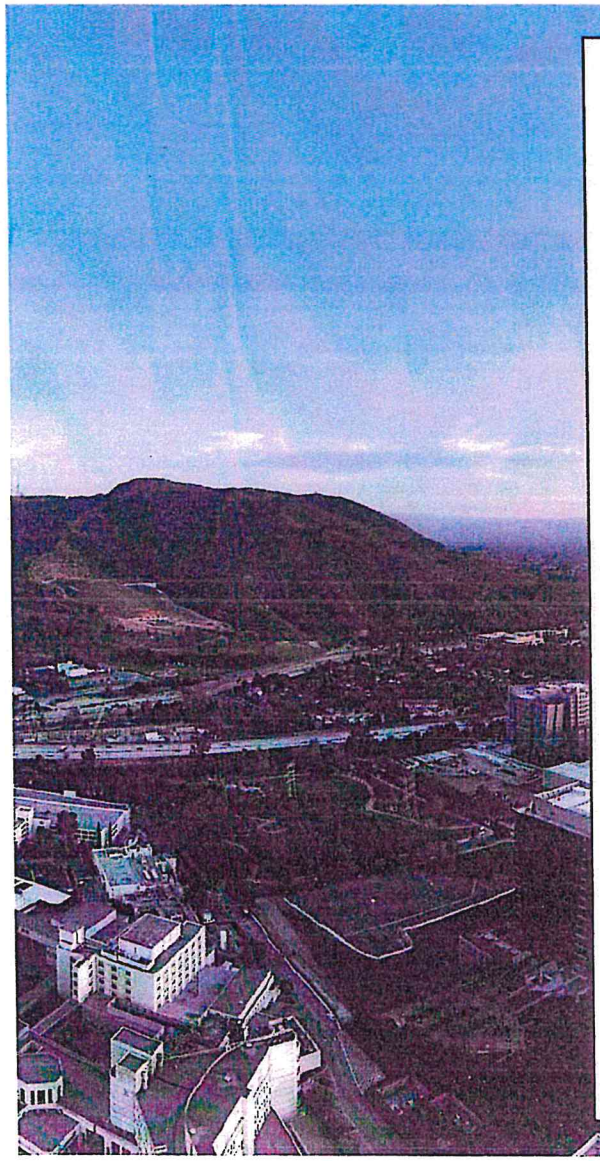
8. Advertisements for any rental car company that is not a concessionaire of the Authority, or any automobile parking lot or automobile parking garage that is not located on the Airport.

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 D: Concessionaire's Proposal in Response To RFP


Hollywood
Burbank
Airport
BUR
BANK
ADVERTISING PROGRAM
AND INTERNET
PROTOCOL TELEVISION
(IPTV) CONCESSION
HOLLYWOOD BURBANK
AIRPORT PROJECT NUMBER
ADM25-03
Clear Channel Outdoor | AIRPORTS DIVISION



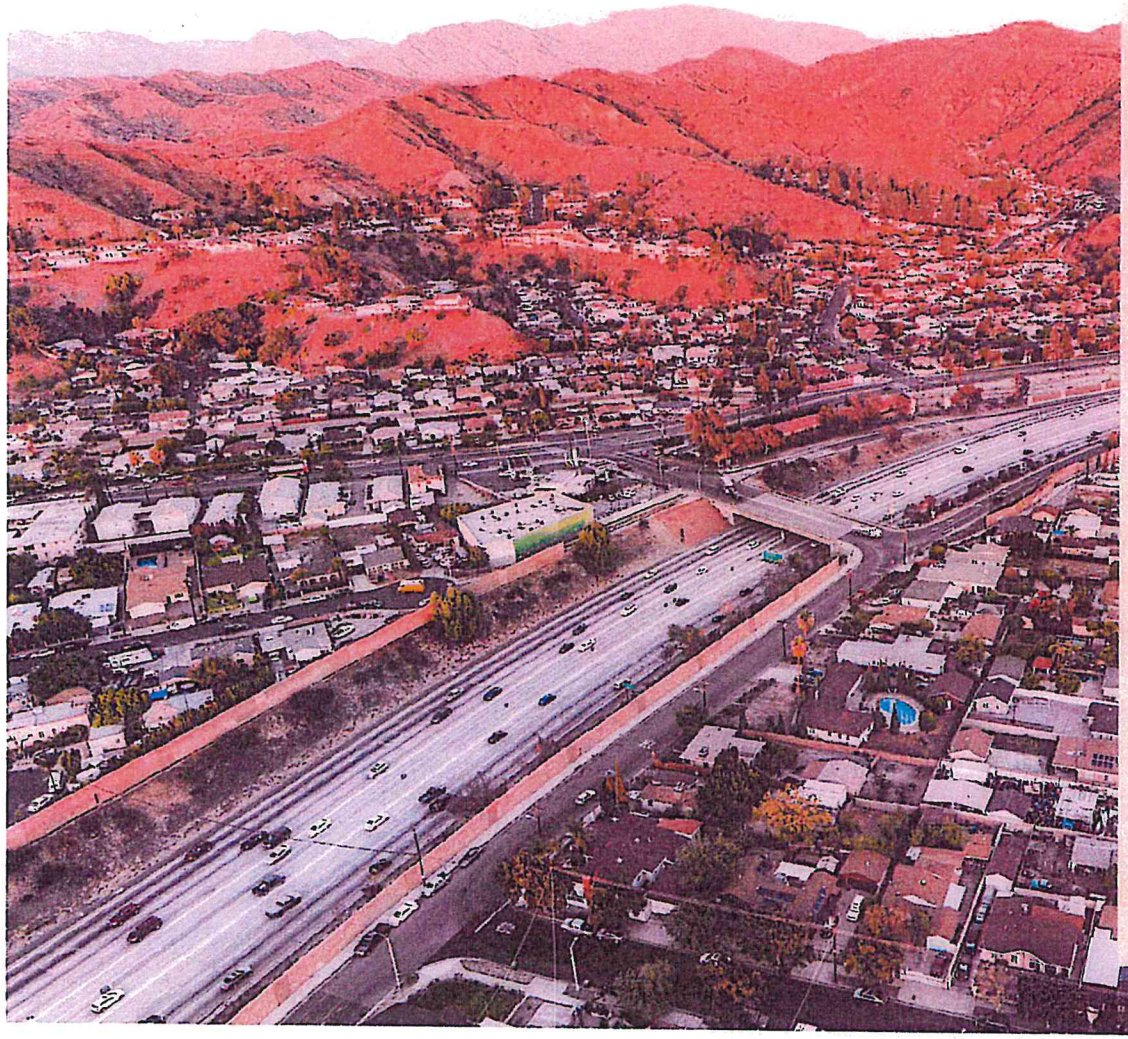
ADVERTISING PROGRAM AND IPTV CONCESSION
HOLLYWOOD BURBANK AIRPORT PROJECT
NUMBER ADM25-03

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 sub-contractors, suppliers, joint- ventures, teaming agreements, and the like, and that the information submitted is true and accurate to the best of personal knowledge. Respondent confirms that the signing party is an authorized representative empowered to submit this proposal electronically and to bind Respondent to all information set forth herein.

Date: 8/25/25	Company Name: Clear Channel Airports, Inc.	
*Authorized Signature	Morten Gotterup Name	President Title
*Authorized Signature	Natalie Miller Name	Assistant Secretary 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.



Hollywood Burbank Airport

REQUEST FOR PROPOSALS (RFP)
ADVERTISING PROGRAM AND INTERNET PROTOCOL TELEVISION (IPTV) CONCESSION
HOLLYWOOD BURBANK AIRPORT PROJECT
NUMBER ADM25-03

DISCLOSURE STATEMENT

Certain contents of this proposal are identified as "Confidential — Not Public" and are confidential, proprietary, privileged and otherwise protected from disclosure by applicable law. This proposal is being submitted to the Burbank-Glendale-Pasadena Airport Authority solely for the purpose of evaluation. Clear Channel Airports, Inc. expressly retains all rights of ownership to all creative concepts, design and business processes outlined in this proposal, as well as to all hard copies of the proposal.

The disclosure or dissemination of any portion of the proposal identified as "Confidential — Not Public" outside of the official proposal review process without the advance written consent of Clear Channel Airports, Inc. is strictly prohibited. Nothing in this Disclosure Statement shall be deemed a condition of this proposal. All corporate marks, names, identities and/or likenesses utilized within these materials are for display purposes only. There exists no association between any third party and Clear Channel Airports, Inc. unless explicitly stated. Any potential association, agency relationship or copyright infringement created or perceived herein is neither intended nor implied, and hereby expressly disclaimed.

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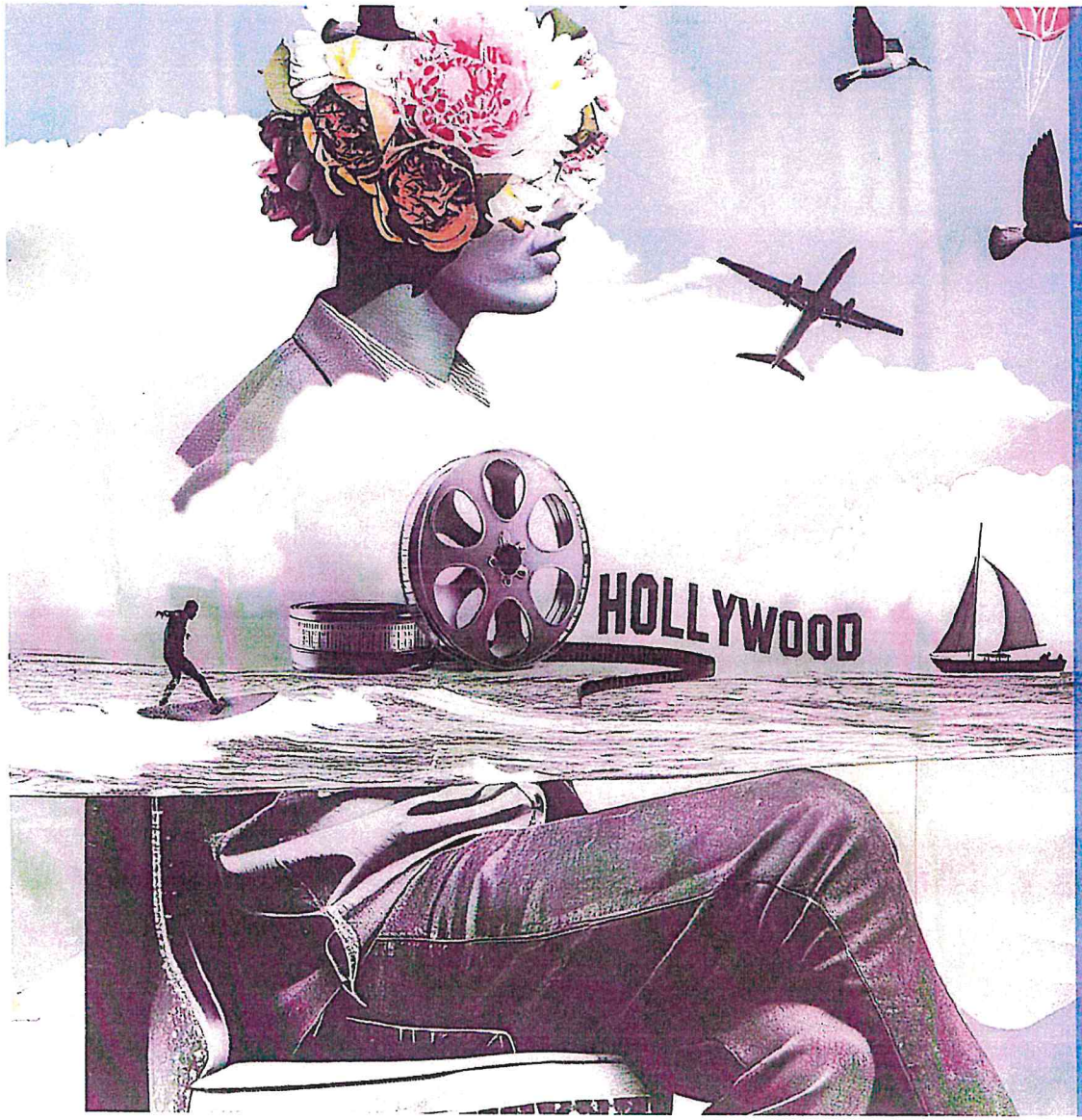


contents

1 COVER LETTER AND EXECUTIVE SUMMARY

2 FIRM QUALIFICATIONS

3 EXPERIENCE AND PAST PERFORMANCE

4 PROJECT ORGANIZATION AND KEY PERSONNEL

5 PROPOSED APPROACH

6 PRICING STRUCTURE

7 ADVERTISING PROGRAM AND INTERNET TELEVISION CONCESSION AGREEMENT

8 INSURANCE

9 AUDITED FINANCIAL STATEMENTS

- ATTACHMENTS AND ADDITIONAL DOCUMENTS

August 28, 2025

Dear Ms. Aguilera and Burbank-Glendale-Pasadena Airport Authority Staff:

Clear Channel Outdoor – Airports Division (Clear Channel) is proud to submit this proposal in response to RFP ADM25-03 to develop and operate the advertising and IPTV program at Hollywood Burbank Airport (BUR). ELEVATE BUR and the Replacement Passenger Terminal (RPT) have been long-anticipated by the communities of Burbank, Glendale and Pasadena, and Clear Channel has been patiently waiting for the opportunity to elevate your advertising partnership in all aspects – highest quality media assets, high resolution and anamorphic content, enhanced revenues, broader and more specialized support staff and overall passenger experience. We are energized by the opportunity to collaborate with the Airport Authority to shape an iconic and immersive media program that attracts premium regional and global brands and reflects the glitz and glamour of the golden era of Hollywood.

BUR is the vibrant and convenient gateway to Southern California and the Media Capital of the World, located steps away from studios, creative companies and global headquarters. With the launch of the ELEVATE BUR RPT, the Airport is poised for a transformative new chapter. It is the right time and the right place to reimagine what an immersive and modern airport media program can be.

a. Contact Information

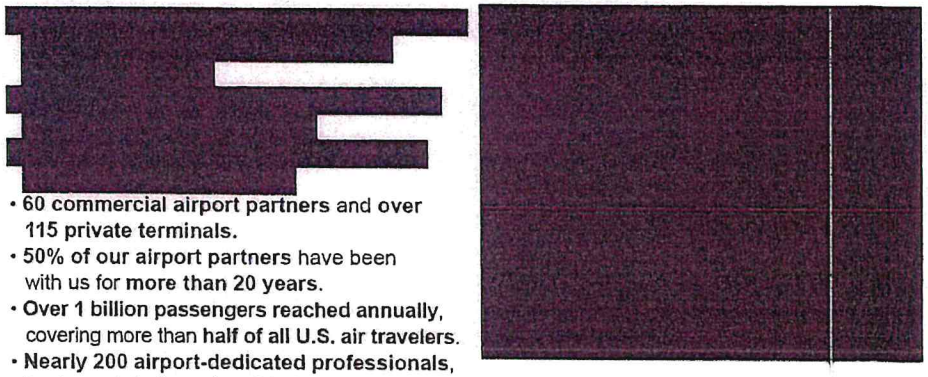
Lucas Yezik
Vice President, Airport Development and Relations & BUR Corporate Account Manager
Clear Channel Outdoor – Airports Division
7450 Tilghman Street, Suite 104, Allentown, PA 18106
lucasyezik@clearchannel.com | (O) 610-674-6128 | (M) 484-695-1871

b. Case for Selection

Experience and Qualifications

For over 50 years, Clear Channel Outdoor – Airports Division (Clear Channel) has been a driving force in the airport advertising and sponsorship industry. Our success is built on a simple yet powerful belief — our partners come first. This guiding principle permeates all aspects of our business, from our unique multichannel sales strategy that leads to strong relationships with our advertisers to our dedication to operational excellence, executed by a team of highly skilled industry professionals.

Clear Channel Outdoor – Airports Division delivers unmatched reach, scale and sustained performance in the airport media landscape. Our metrics reflect a track record of consistent industry-leading growth, digital transformation and long-standing partnerships:

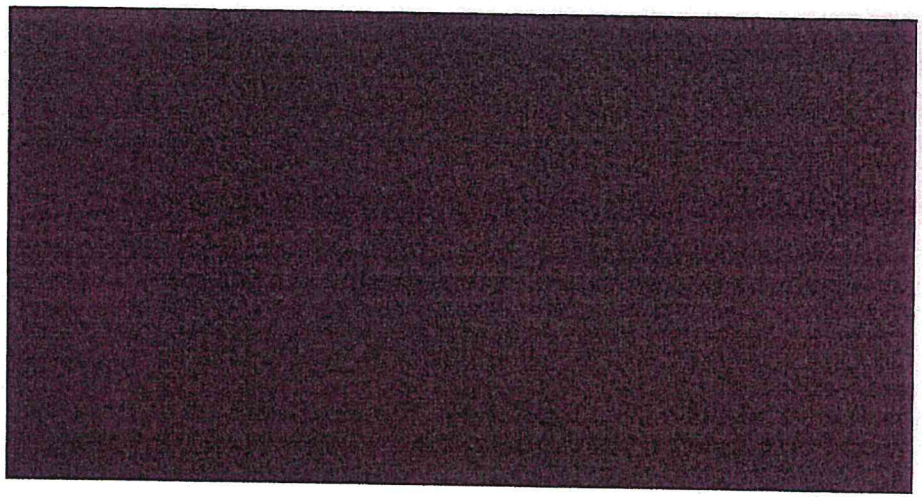


- **60 commercial airport partners** and **over 115 private terminals.**
- **50% of our airport partners** have been with us for **more than 20 years.**
- **Over 1 billion passengers reached annually,** covering more than **half of all U.S. air travelers.**
- **Nearly 200 airport-dedicated professionals,** the largest dedicated staff in the industry, offer local expertise and attention backed by national infrastructure.
- Brought to market ClearVision in 2012, **the first custom gate hold TV product that featured a blend of local news, entertainment and regionally relevant content;** initiated partnership with Rockbot to provide customized engaging TV content and a turnkey solution for U.S. airport partners when CNN discontinued services in 2021.
- Built an industry-leading tech stack centered on our **RADAR® suite, enabling deep insights into traveler behavior, media exposure, and campaign impact,** powering smarter planning and stronger results for airports and advertisers.
- Established partnerships with more than **20 buyside platform partners to enable programmatic media buying** to best leverage our nationwide digital network.
- **Currently partnered with 29 of the top 50 busiest U.S. airports,** 7 California airports, ranging in size from SFO to LGB; and an agreement that includes over 100 private aviation terminals in the U.S., giving advertisers access to highly affluent travelers.
- **Active advertising partnerships with every major studio and content creator** in the entertainment industry, including Disney Studios, Netflix, Warner Bros. and Universal.
- More than **130 employees in Southern California** and over 20 dedicated sales staff located directly in the LA DMA.

These numbers and resources underscore the strength of our model, the agility of our teams, and the relevance of our product in a competitive and fast-moving marketplace.

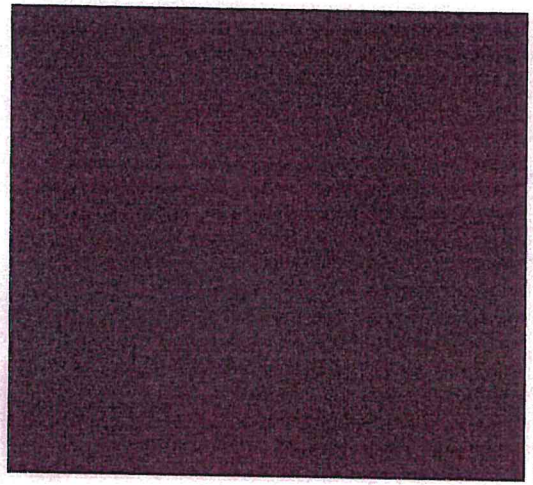
More Focus on Airports

We are the Airports Division of Clear Channel Outdoor. We do not operate or report other transit entities within our airports division. [redacted], according to public financial reports. Unlike other operators, our focus is not on expanding market share. Instead, we have reduced our footprint in recent years to become more customer-focused. This has led to increased investment and revenues for our partners, as noted above. We are focused on performing for our premium partners who strive to set new benchmarks, achieve industry firsts and create award-winning concepts together.



A Vision to Elevate BUR

The ELEVATE BUR terminal redevelopment initiative represents a bold transformation. Now is the time to reimagine the Airport's media and sponsorship program with a forward-looking partner that brings scale, local access and creative agility. Our vision is to elevate BUR:



its brand, its visibility, its sense of place, and its revenue-generating potential. We are aligned with the Authority's direction on proposing the fully integrated digital advertising and IPTV program as outlined within the RFP, prioritizing capital for the highest quality products in those spaces and size specifications to deliver immersive, dynamic, anamorphic-capable digital assets and IPTV content, integrating with the EVIDS and Ticketing LED walls if desirable, and incorporating premium aesthetics to reflect the iconic Hollywood creativity, energy and commercial strength of the Burbank-Glendale-Pasadena region.

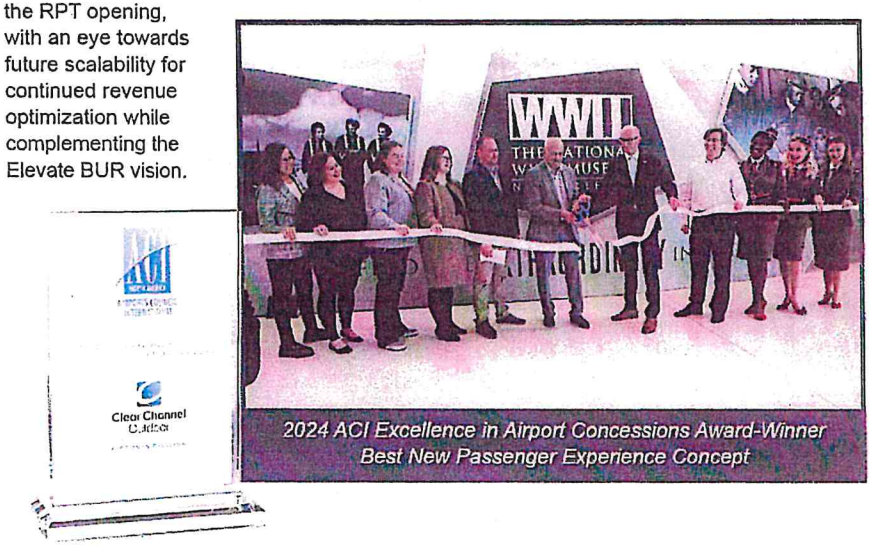
Local Presence. Regional Relevance. National Reach.

Clear Channel brings unmatched access to national, regional, and local advertisers through a sales structure that balances deep market knowledge with national buying power. Our BUR team will be led by in-market sales and service staff already embedded in the Burbank and Los Angeles community, including over 30 sales personnel who maintain 13,000 active advertisers buying the LA market across 6,300 OOH assets covering 5 counties. Our proposed team resides in and around Burbank and Los Angeles and is deeply engaged with the local business ecosystem, the Chamber of Commerce and Southern California agencies.

Our local footprint is reinforced by national relationships with more than 250 sellers across the Outdoor Division and 45 airports-dedicated professionals who actively promote our airports to regional buyers, national agencies, and global brands. This hybrid structure allows us to offer regional studios, cultural institutions, and civic campaigns the same strategic opportunities afforded to multinational corporations. BUR's advertising program will benefit from this balanced approach, reaching every audience segment with intention.

Track Record of Terminal Transformation

We have extensive experience activating new and redeveloped airport terminals. Our digital-forward media programs at San Francisco Terminal 1, San Jose, LaGuardia Terminals B/C/D, Newark Terminal A, New Orleans new terminal and Austin's expanding footprint have helped define what modern airport media can look like. These case studies demonstrate our ability to work closely with architects, designers, operations teams and concession and wayfinding consultants to create media programs that support both elevated traveler experience and non-aeronautical revenue growth. At BUR, we will take the same collaborative approach to provide the Authority with the program it desires for the RPT opening, with an eye towards future scalability for continued revenue optimization while complementing the Elevate BUR vision.



2024 ACI Excellence in Airport Concessions Award-Winner
Best New Passenger Experience Concept

Digital Innovation with Proven Growth

With more than 2,500 digital airport displays and 429 digital networks, Clear Channel is a national leader in digital airport media. In 2024 alone, our digital revenue reached over $207 million across airports, a testament to our data-driven, digitally forward strategy.

Clear Channel's industry leading tech stack leverages a comprehensive data and analytics

We will include BUR's digital inventory in pitch decks, national RFP responses and direct sales conversations on a daily basis that emphasize not just impressions but value. Our pricing strategy will include flexible packages to accommodate both brand-scale buys and entry-level placements for local business advertisers.

Integrated IPTV Experience

Our role in redefining the airport TV experience sets us apart. Clear Channel pioneered in-terminal entertainment and localized information programming in 2012 with ClearVision/ClearTV, offering airports much more customized content beyond the news-centric predecessor that for years was the only option for airports. Since then, we've elevated our capabilities with partners like Rockbot, a content platform already deployed in over 100 major U.S. airports and 50,000 public venues across the U.S. For BUR, we will work with Rockbot to integrate hardware, provide high-definition IPTV content and advertising management, with premium custom content licensing, programming, curation and delivery in an inclusive and family-friendly manner.

This system will support advertising, civic storytelling and traveler engagement through custom content streams. We will work with the Authority to define tone, content guidelines and local partner participation, transforming the IPTV experience into a platform that goes far beyond filler entertainment.

Sponsorship Expertise

Please scan or click to view our advertising & sponsorship capabilities

As an originator of activating sponsorships and experiential concepts in airports, our specialized team generates more than $50 million in sponsorship and experiential campaigns annually. This demonstrates both the industry's shift in what brands are looking for from their advertising partner, as well as Clear Channel's ability to deliver on those market demands. This isn't a trend. It's the future of OOH and sponsorship; and to be successful will require a dynamic, sophisticated and experienced, multidisciplinary team that partners equally well with venues and sponsors. We also will need flexibility and creativity from BUR, including quick and creative problem solving and approval turnaround times, as well as consideration for flexible business terms in order to accommodate truly unique and impactful experiences. This capability allows us to offer BUR an added layer of revenue generation beyond print and digital inventory. Our team will identify partnership opportunities across entertainment, streaming, automotive and lifestyle categories — segments closely aligned with Burbank-Glendale-Pasadena's creative economy.

Design That Reflects Sense of Place

Please scan or click to view sample of anamorphic content

We know that ELEVATE BUR is more than an airport. It is a cultural gateway which ties the region to its iconic past while supporting growth towards the future. While the media program at the BUR RPT has been carefully prescribed within the RFP, we have planned for the highest quality and resolution digital displays within the size parameters and product types set forth by BUR. We have included additional budget to customize each digital asset with a gold accent trim for a subtle yet refined complement to the RPT's premium materials, creating a distinct appearance for all advertising assets, and celebrating the glitz and glamour of Hollywood. From 3D anamorphic-ready digital displays to artist collaborations and civic content, we will embed media into the airport experience without disrupting the visual clarity of wayfinding signage or architectural lines.

Proposed Design Concept (BUR)

The Right Team. The Right Time.

BUR deserves a partner with both national scale and a focused, localized mindset. Our proposed project team includes experienced professionals across operations, marketing, development, sales, creative, legal and finance. These team members are supported by a wider national infrastructure that brings speed, agility and best-in-class practices to every project.

The current BUR advertising program generates less than $2 million in annual revenue, per 2024 records. Based on the scope of terminal redevelopment, passenger growth and media strategy adjustments, we believe that number can double over the next eight years. We have demonstrated performance and achieved similar gains in comparable markets and are confident in our ability to drive increased results at BUR.

Elevating BUR

We view BUR as a place of cultural connection, economic momentum and creative energy. Clear Channel is the partner to enhance that vision with intention, discipline and deep respect for place. This proposal reflects our experience, our commitment to service and our readiness to partner with the Authority to deliver a program that is not only commercially successful but also is aligned with RFP objectives with beautiful execution.

Thank you for the opportunity to share our vision. We look forward to helping Hollywood Burbank Airport realize the full potential of its media and sponsorship program—refined, reimagined, and elevated.

c. Authorized Signatures

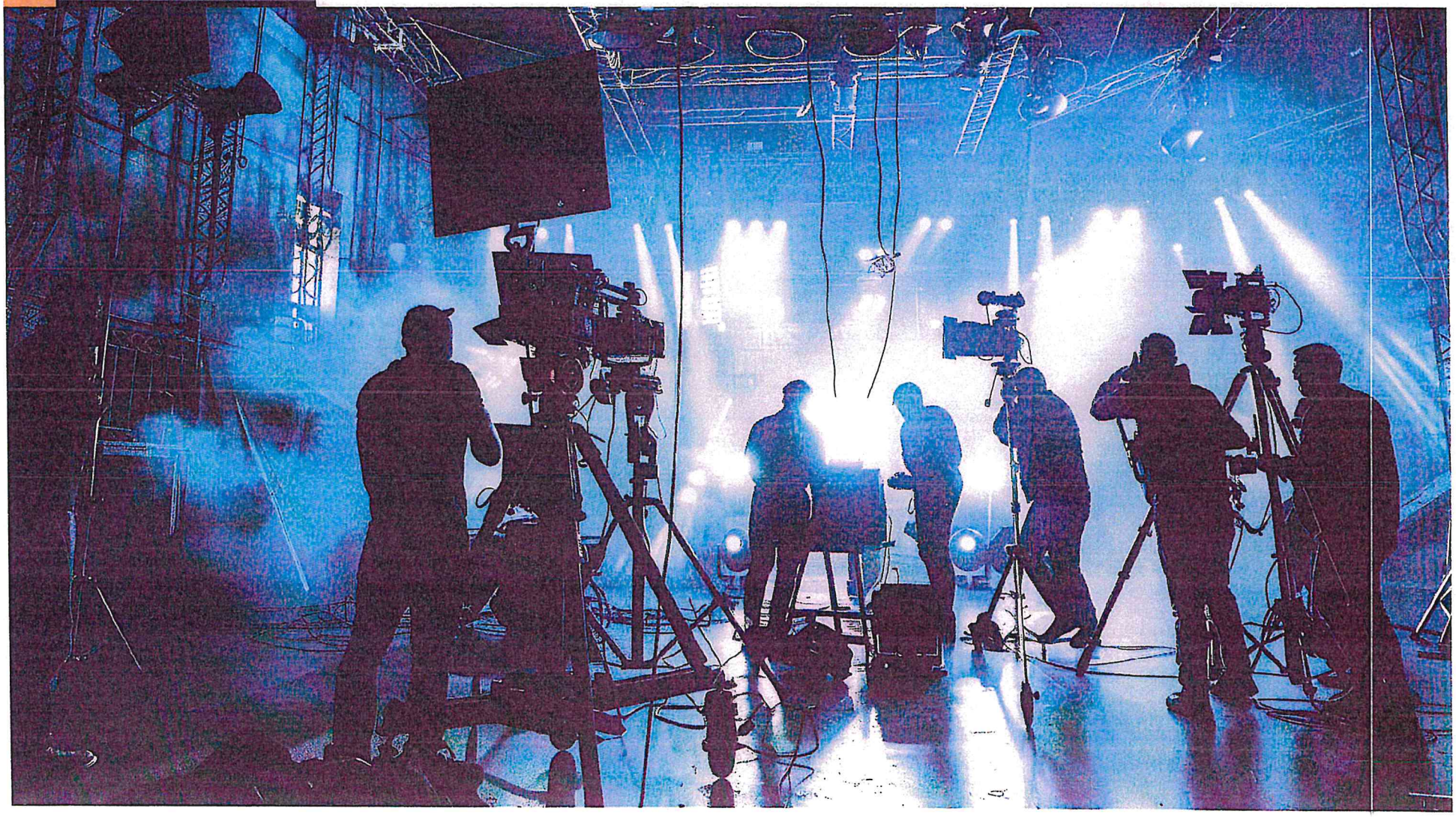
Regards,

Morten Gotterup, President
Clear Channel Outdoor – Airports Division
(O) 610-674-6121 (M) 732-859-8451
mortengotterup@clearchannel.com

Lucas Yezik, VP Airport Development and Relations
Clear Channel Outdoor – Airports Division
(O) 610-674-6128 (M) 484-695-1871
lucasyezik@clearchannel.com

d. Potential Conflicts

Clear Channel affirms that we have no known conflicts that would impair our ability to perform the services requested in this RFP.



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.
b. Number of years in business under the business name set forth in the proposal, current number of employees.
c. Include a brief description of the organization's history, capabilities, resources, structure, ownership, size, and services.
d. Detail firm's background in adhering to airport regulations regarding advertising and IPTV

a. Legal Name and Physical Address

Clear Channel Airports, Inc. d/b/a Clear Channel Outdoor, Airports Division
Headquarters (Corporate Office): 4830 North Loop 1604W, #111, San Antonio, TX 78249
Servicing Office (Airports Division): 7450 Tilghman Street, Suite 104, Allentown, PA 18106

b. Number of Years in Business and Number of Employees

For more than 50 years, Clear Channel has been a global leader in out-of-home media and the nation's top provider of airport advertising, with over five decades of experience designing and managing high-performing airport media programs. Our local sales and operations model, combined with national scale and brand power, makes us the strongest and most reliable advertising partner in the airport space. We employ approximately 1,800 professionals across the U.S., with nearly 200 team members dedicated solely to airport advertising.

c. Brief Description of Organizational History

Clear Channel Outdoor (NYSE: CCO), a U.S.-based company with roots going back to 1901, is at the forefront of driving innovations in the out-of-home advertising industry. Clear Channel Outdoor is present in 81 designated market areas (DMAs) across the U.S., including 43 of the top 50 and has more than 60,000 print and digital advertising displays, including over 13,000 in airports.

Clear Channel Outdoor – Airports Division (Clear Channel) manages the advertising programs for 58 U.S. commercial airports, four Caribbean airports, and over 115 private terminals. More than 50 percent of those airport partners have been with us for over 20 years. Compared to our competitors, Clear Channel's history of long-term airport advertising partnerships demonstrates our commitment to lasting, mutually beneficial relationships.

Our experience is built on deep resources and a future-forward structure. We manage every aspect of airport advertising in-house: design, engineering, fabrication, digital deployment, sales, marketing, and maintenance. With strong financial backing, scalable digital technology, and a sustainability roadmap aligned with Net Zero goals, we offer unparalleled reliability and vision. We are publicly traded (NYSE: CCO), with revenues reaching $1.5 billion (as of December 2024), a $181 million credit facility, and a history of substantial reinvestment into our airport media programs.

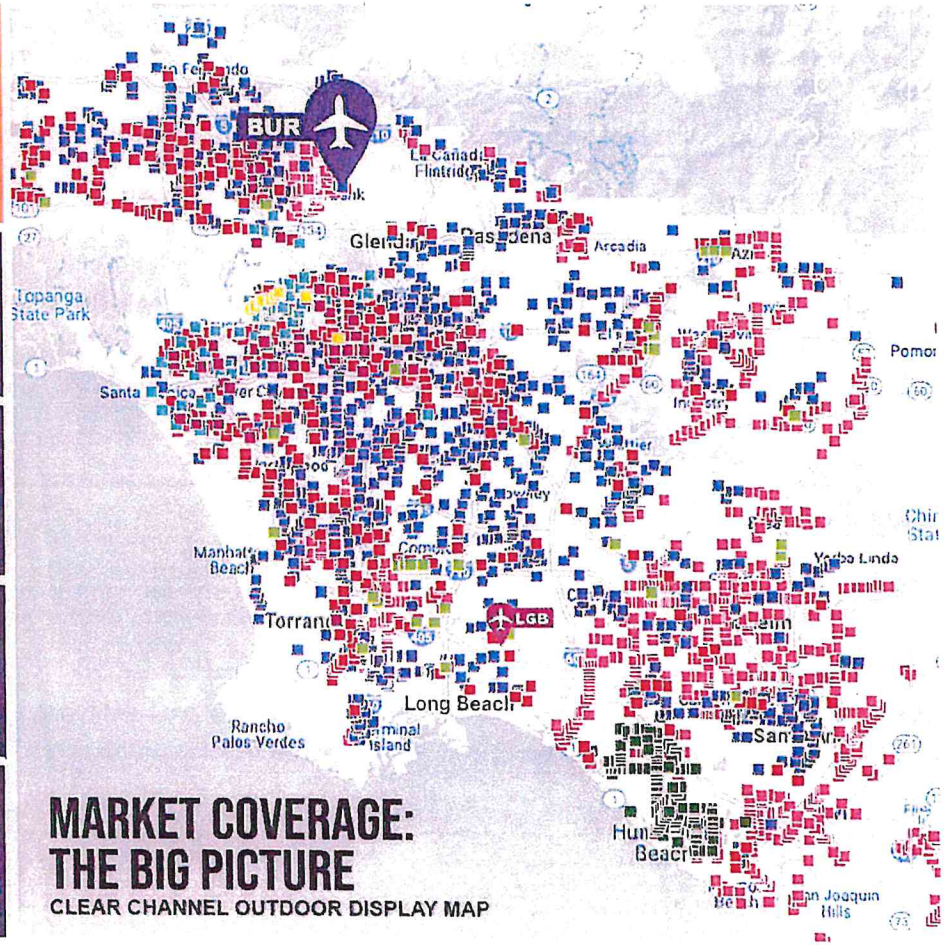
With more than $321 million invested in over 700 airport programs developed or redeveloped, Clear Channel has never defaulted on a contract. Our financial stability is backed by Clear Channel Outdoor Holdings, Inc., which funds capital programs through operational cash flow and maintains the liquidity to support ongoing operations.

[redacted] That decision has yielded extraordinary results. In 2024, the Airports Division reported revenue of $361.5 million, a 78 percent increase over 2019, the most recent year before the pandemic, and a 125 percent increase over 2021. This extraordinary growth was largely driven by our laser focus on digital media and the technological transformation of our business during the pandemic. We continue to invest to meet the growing demand for digital media, including digital networks, which has fueled our incredible digital growth of more than 127 percent since 2019. Today we operate more than 2,500 displays across 429 digital networks in U.S. airports.

Please scan or click to view our capabilities highlight reel

Clear Channel Digital Revenue Growth

OUR IMPACT ACROSS THE U.S. AIRPORT ECOSYSTEM:	OUR IMPACT ACROSS THE L.A./BURBANK DMA:
$361.5M IN 2024 SALES, A 78% INCREASE OVER 2019	MORE THAN **6,300** DISPLAYS
MORE THAN **13,000** DISPLAYS, INCLUDING OVER 2,500 DIGITAL ASSETS	REACHING **99%** OF THE A18+ POPULATION
A REACH OF OVER **1 BILLION** PASSENGERS ANNUALLY	MORE THAN **20** DEDICATED SALES PROFESSIONALS
NEARLY **200** AIRPORTS-DEDICATED PROFESSIONALS	LARGEST FOOTPRINT OF LARGE-FORMAT **DIGITAL DISPLAYS**



MARKET COVERAGE: THE BIG PICTURE

CLEAR CHANNEL OUTDOOR DISPLAY MAP

d. Adhering to Airport Regulations Regarding Advertising and IPTV

We have a strong track record of compliance with airport and federal regulations, including FAA and TSA rules governing placement, sightlines and technical specifications. We have also supported IPTV deployment at 5 U.S. airports, including Denver International Airport (DEN), Louis Armstrong New Orleans International Airport (MSY), and Cleveland Hopkins International Airport (CLE), all of whom required the integration of digital broadcast or streaming informational systems into public spaces. Our internal legal and technical teams are well-versed in advertising rights, intellectual property, ADA compliance and content policy, ensuring a smooth and collaborative relationship with the Airport Authority. Our existing partnership with Rockbot enables us to provide a turnkey solution and a full-service partner for BUR and to create an IPTV network befitting of the Media Capital of the World. Featuring inclusive, family-friendly and localized relevant content from premium content brands and partners, engaging and interactive content, and a proven programming model that maximizes impact and prevents redundancies based upon an approximated dwell time at BUR. Real-time network monitoring, content management and programming visibility are all features of this partnership.

"Our partnership with Clear Channel has been instrumental in delivering a seamless and impactful media experience across airport wait gates. Clear Channel's deep expertise in serving the travel community perfectly complements Rockbot's strength in out-of-home programming and reliable content delivery. Together, we power engaging, localized and contextually relevant programming on screens throughout commercial airports and across the entire Signature Aviation private airport footprint. This collaboration ensures travelers are met with content that is both meaningful and timely, showcasing the strength of pairing trusted travel media knowledge with Rockbot's innovative in-store media solutions."

Rose Ferraro, SVP & GM, Advertising - Rockbot rockbot

ROCKBOT EXECUTIVE TEAM

rockbot

Rockbot's Executive Team

Leadership

Garrett Dodge
CEO

Rose Ferraro
SVP, Advertising

Tyler Lenane
VP, Content & Programming

Sales Management

Jordan Darnall
Director, Client Success

Andrew Gagnon
Director, Sales

Emily O'Reilly
Account Executive

Support Functions

Deployment | Trafficking | Reporting/Analysis | Content | Ad Operations

PROPOSED CONTRIBUTION

Rockbot Proposed Contribution

Rockbot is uniquely positioned to help Clear Channel transform Hollywood Burbank Airport into a seamless, revenue-generating digital media environment. With proven experience supporting airports like Reagan and Dulles, we're prepared to eliminate infrastructure and operational costs while unlocking meaningful long-term media value across the full 8-year term.

8-Year Term Proposal

- Hardware & Installation
- Content Management System (CMS)
- Premium Content Licensing, Programming, Curation & Delivery
- Ad Implementation & Account Management
- Ad Revenue Share Structure

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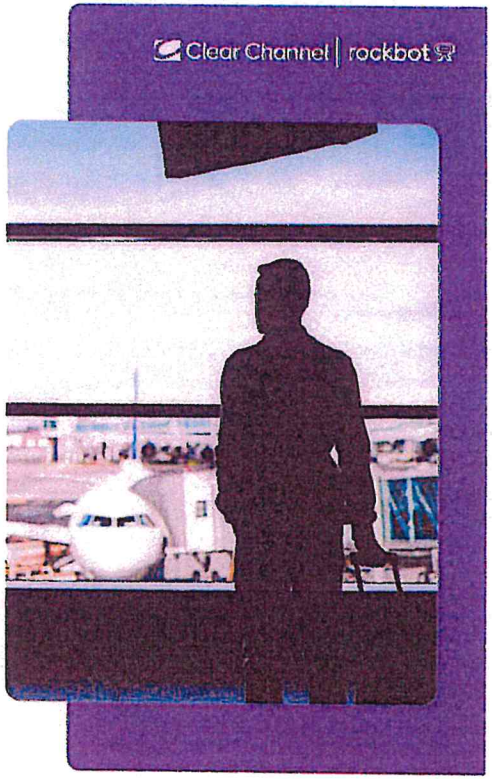
HARDWARE & INSTALLATION

Hardware & Installation Plan

Rockbot will manage the full installation, maintenance, and ongoing support of the IPTV system at Hollywood Burbank Airport, ensuring a seamless and reliable experience for travelers and airport staff.

- Ceiling-mounted pole installations at 9 gatehold locations
- Assembly and mounting of hardware to position 65" displays at proper height
- Installation of media players for all 18 displays with playback verification
- Cable management for network and electrical from ceiling to displays and media players
- Assumes power and network access at ceiling level for all locations
- **Additional fees apply if new electrical or low-voltage cabling (network) is required***



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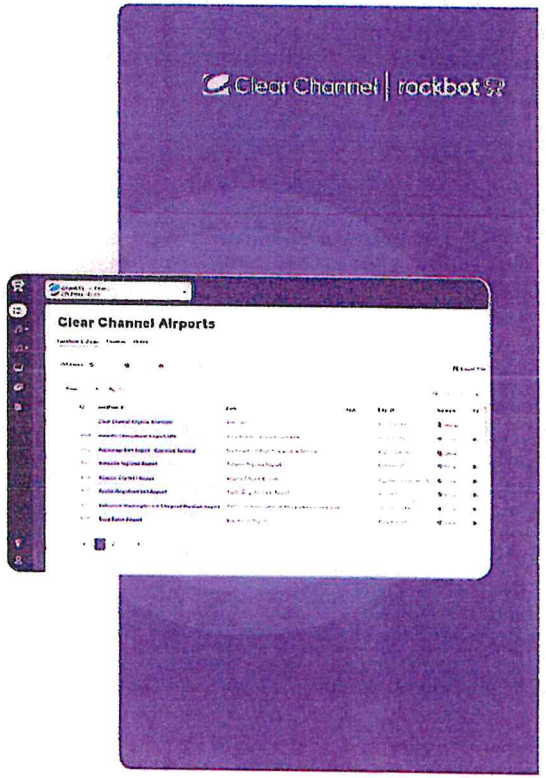
CMS & MANAGED SERVICE

CMS & Fully Managed Service

Clear Channel will have access to Rockbot's cloud-based CMS that simplifies Airport TV operations across all 18 screens. Our end-to-end platform ensures seamless programming, ad delivery, and real-time performance monitoring, all backed by dedicated account management and technical support.

- **Centralized CMS Access:** Full visibility into programming schedules, player status, and live content previews
- **Real-Time Monitoring:** Instant access to performance data, playback logs, and proof-of-play screenshots
- **Content Control:** Easily review, update, and optimize content across individual screens or entire network
- **Streamlined Campaign Management:** Rockbot handles trafficking, QA, reporting, and delivery verification
- **Fully Managed Service:** No operational burden on Clear Channel. Rockbot powers the network from install to ongoing execution.



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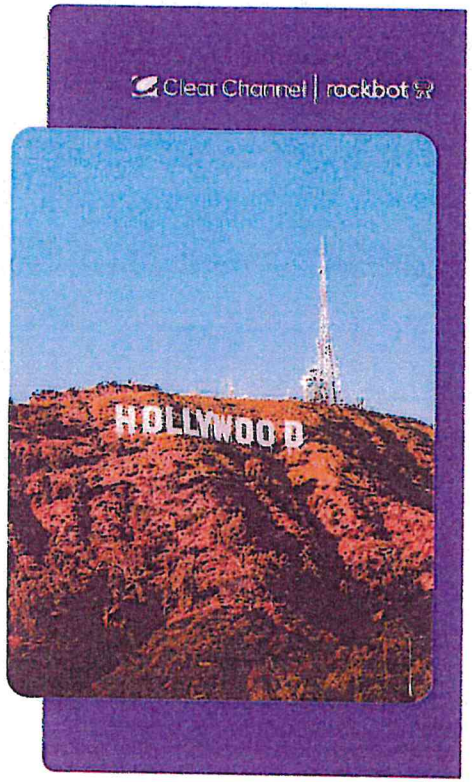
PROPOSED CONTENT STRATEGY

TV for Hollywood Burbank Airport

The TV station for The Media Capital of the World!

- Inclusive, family-friendly entertainment
- Hand-selected content ensures 24/7/365 brand safe content
- Customized to highlight localization
  - **Entertainment industry focused content for BUR**
  - **Hollywood sights**
  - **LA lifestyle**
- Creative content calendar keeps content topical and relevant
- Team ensures safe and relaxing experience (e.g., no explosions, no profanity, and no politics)



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PROPOSED CONTENT STRATEGY

Clear Channel | rockbot

Lights, Camera, Take-Off!

Finding the Right Partners to Entertain & Engage

The Hollywood Reporter · CINEMABLEND · Spectrum SportsNet · Sports Illustrated

US Weekly · NBC · TikTok · Dodgers · abc 7 Los Angeles

NETFLIX · Disney · hulu

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PROPOSED CONTENT STRATEGY

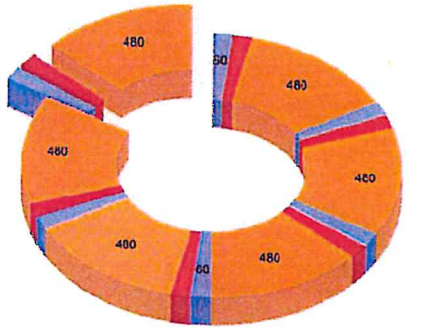
Clear Channel | rockbot

Programming Distribution

Based on BUR avg. dwell time of 83 min, we propose the following content distribution approach:.

- 6 loops per hour of:
  - TV Entertainment
  - Ads
  - Digital Signage
- Programming updated 4x/ month
- 100% flexible programming system can accommodate alternative distribution as needed
- Ent. Content is +10 hours and spans across ten genres
- Ad time of ~6-10 min. / hour in line with major streaming services' ad strategy (e.g., Max, Peacock, Disney+)

6 Loops per Hour Programming Distribution - (Seconds)



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PROPOSED CONTENT STRATEGY

Clear Channel | rockbot

TV Entertainment Break out

Example: Entertainment Programming by Content Genre

Content Genre	Total Minutes	Average Programming %	Examples
Burbank: Media Capital of the World	60-100	15%	Red carpet interviews, celeb clips, Burbank shots
For Your Consideration	100-120	18%	Movie trailers, movie clips, behind the scenes
Burbank Studio Rewind	40-60	9%	Games shows & late night nostalgia
Lights, Camera, Trivia!	40-60	9%	LA and Burbank fun facts and trivia
Recorded Here	40-60	9%	Music and musicians from LA
LA Sports	40-60	9%	Local sports clips and highlights
Adventure Awaits in LA	40-60	9%	Local theme and amusement parks
Burbank and Beyond	60-80	9%	Shopping, dining, museums and more
Viral	40-60	9%	Influencer & celebrity, humor, topical
Local Light News	0-20	3%	Lifestyle segments from local media

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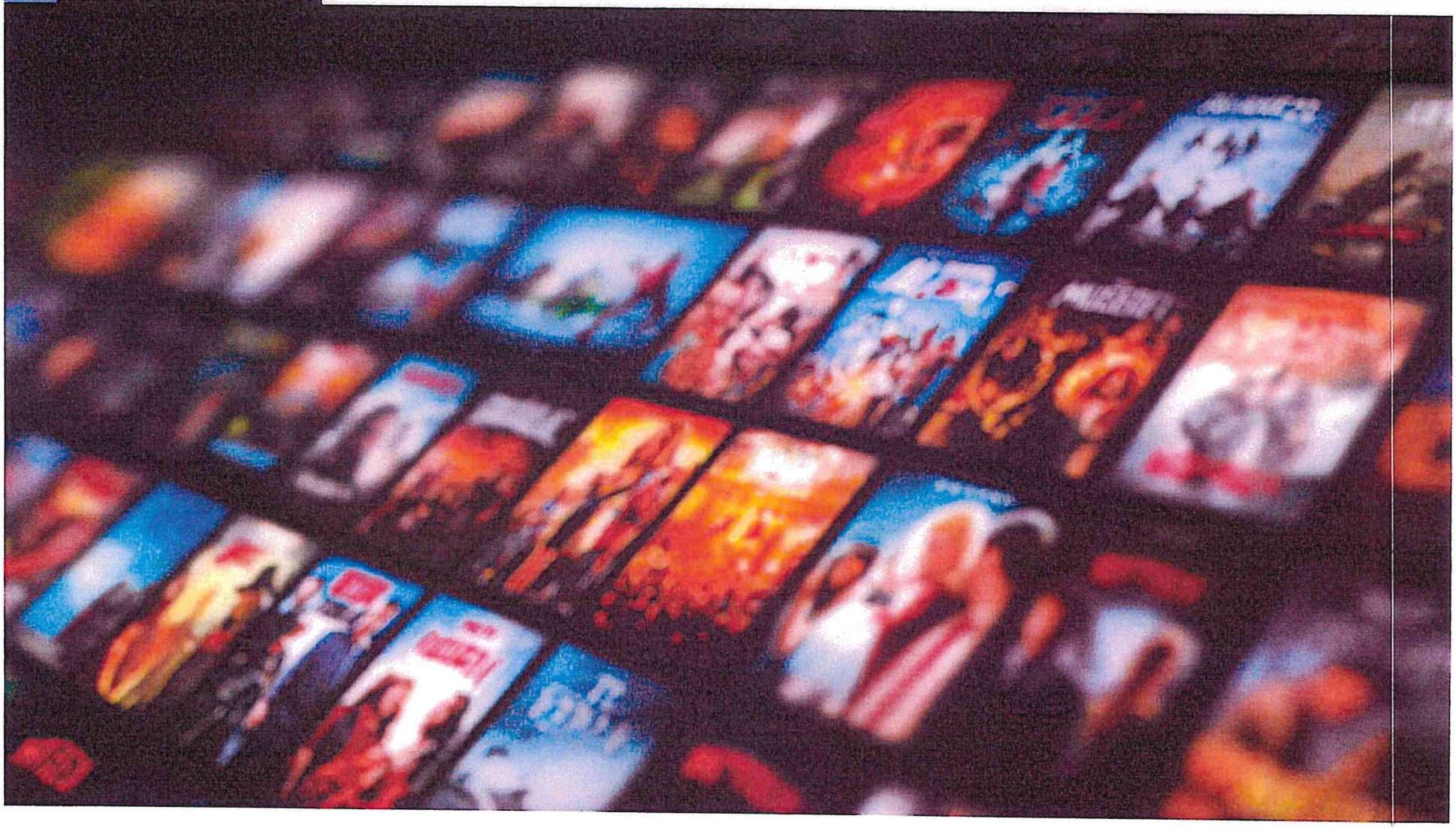


The proposal shall demonstrate the firm's significant, in-depth knowledge, past performance, and experience relating to the services required, as outlined in Exhibit A – Advertising Program and IPTV Scope of Work. Specifically, Respondent shall address the following:
a. Submit a statement identifying how your firm has met the scope of services set forth in Exhibit A on past projects.
b. Include a comprehensive overview of the company's experience in financing, designing, building, managing, operating, and maintaining advertising concessions.
c. Provide a list of five references that demonstrate verifiable experience in providing the services.

CLEAR CHANNEL: A PROVEN PARTNER IN TRANSFORMING AIRPORT MEDIA & PASSENGER EXPERIENCES

The ELEVATE BUR project will undoubtedly set a new benchmark for passenger experience that has been years in the making. We know you're not just selecting a media operator for the BUR RPT, you're looking for a visionary partner with a decades-long track record of elevating passenger experience and delivering captivating content and enhanced revenue through world-class advertising and sponsorship solutions. Clear Channel brings unmatched operational strength, proven industry partnerships, technological fluency and design-forward thinking to every project. The Authority's objectives and desires for what it wants to see in its RPT upon opening in October of 2026 are clear, and we are ready to provide those solutions while remaining flexible and motivated for future growth as the terminal matures, along with passenger and advertiser demands. We won't just meet expectations; we will redefine what elevated airport media can be.

a. Fulfilling the Scope: Demonstrated Alignment with Exhibit A

Design of Advertiser Provided Displays

Clear Channel has a proven track record designing and implementing large-scale, architecturally integrated advertising and IPTV installations that align with each airport's identity, architecture and operational flow. Our process begins with comprehensive design reviews, engineering for structural supports and mounting systems, ventilation integration, network hardware and cabling to create fully functional, visually striking and operationally safe systems.

Iconic LED Towers, Denver International Airport (DEN)

At Newark Liberty International Airport (EWR) Terminal A, LaGuardia Airport (LGA) Terminals B/C/D, and Denver International Airport (DEN), we partnered closely with airport design-build teams to finalize mounting details, load data and display placements that maximize passenger engagement without disrupting wayfinding or operations. Our portfolio includes curved direct-view LED walls, suspended digital canopies, immersive portals and interactive media walls, all engineered to meet strict safety, structural and aesthetic guidelines.

We produce detailed content style guides and technical specifications for each installation to ensure brand consistency and visual cohesion. At San Francisco International Airport (SFO) Terminal 1, we developed content guidelines that aligned with the airport's architectural finishes and passenger communications, ensuring seamless integration with wayfinding and gate information displays.

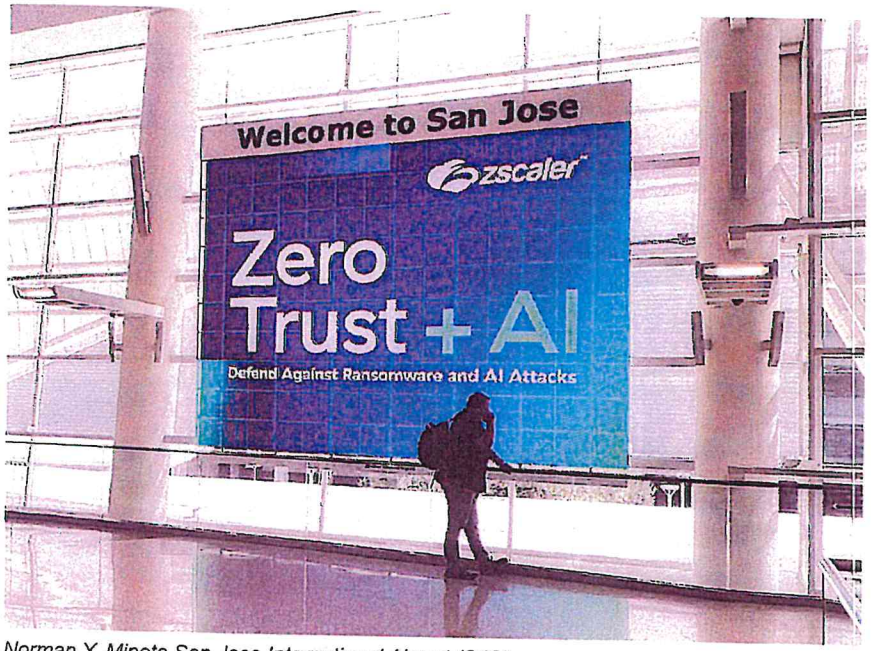
Construction

Clear Channel manages construction projects with precision and full coordination with the airport's design-build (DB) contractor. We advise on space requirements, cooling, sleeves, electrical pathways, power and data connectivity, display placement and media integration, while assuming responsibility for scope gaps to maintain construction schedules.

Corgan, the primer designer for the BUR RPT, and Clear Channel have a longstanding partnership and have collaborated on numerous projects to implement advertising strategies across both new construction and existing terminal facilities. This includes new terminals where Corgan was the designer and architect-of-record, such as our work at LGA Terminal C and JFK Terminal 6 where the dual roles allowed seamless integration of the advertising program into the overall design. Additionally, we have partnered on projects where Corgan was not the designer, such as AUS existing terminal and SAN T1 that was designed by others where we coordinated the advertising design requirements. Our collaboration together has produced successful design integrations into the terminal facilities that meet both aesthetic and revenue generation goals.

> Corgan and Clear Channel have a longstanding partnership and have collaborated on numerous projects to implement advertising strategies across both new construction and existing terminal facilities... Our collaboration together has produced successful design integrations into the terminal facilities that meet both aesthetic and revenue generation goals. Corgan is committed to our partnership with Clear Channel and is excited to continue working together on similar projects in the future. We highly recommend Clear Channel for their innovative approach to developing airport advertising programs.
>
> ***Brent Kelley, AIA, LEED AP, DBIA***
> ***Managing Principal***
> ***Corgan***

CORGAN



Norman Y. Mineta San Jose International Airport (SJC)

At Norman Y. Mineta San Jose International Airport (SJC), we delivered the industry's first all-digital airport media program, which required complex infrastructure coordination and the installation of large-format LED systems capable of mobile integration. At EWR, we fabricated and installed the industry's first suspended digital canopy, requiring custom structural steel fabrication and meticulous weight-load engineering.

Our digital assets, our design specifications and our content management system are all designed to encourage and support high resolution and anamorphic digital content and allow for future integration without hardware replacement, providing airports with a flexible, future-ready platform.

Installation and Digital Integration

Our installation approach combines detailed pre-planning, close coordination with airport partners and precise execution to meet or exceed all technical and operational requirements. We submit complete hardware specifications, installation location plans and cabling diagrams for approval, ensuring alignment with environmental, electrical and network standards.

Clear Channel has extensive experience integrating advertising systems with airport EVIDS/DCMS platforms, creating a unified, dynamic content environment. We merge operational and commercial content into single-display platforms, ensuring that advertising complements and never obstructs, passenger information.

Our integration work supports industry-standard media formats, API-based scheduling and optimization for varied resolutions and aspect ratios. At DEN, we worked with airport I.T. staff to seamlessly integrate our existing CMS feed into another existing CMS that the airport was utilizing for FID/BID/GIDs, allowing us to maintain all of our technical functionality, reporting and programmatic sales capabilities while allowing DEN to retain control in case of emergency needs. A customized solution for our airport partner based upon collaboration and enabled by our experienced I.T. and technology teams.

At DEN a fully integrated media network across concourses, combining flight-specific displays, entertainment content, and targeted advertising into a unified passenger experience. Each installation is completed with a focus on aesthetic integration, visibility and operational efficiency.

Vertical Digital LED flags, Denver International Airport (DEN) direct view network

BNA LED Departures wall with integrated advertising via Clear Channel's CMS

In SFO's new Harvey Milk Terminal, our team worked with Gensler, the terminal design-builder, and Rosendin Electric, the technology systems design-builder and systems integrator, to establish a new digital advertising network which has wowed passengers and attracted dozens of new global brands to advertise at SFO.

Inventory	Count
Airport TV	30
Baggage Information Display	26
Digital Visitor Information Center	4
FID array LCDs	89
LCD Screens	1,766
LED Digital Assets	575
Private Aviation Digital / Wi-Fi Sponsorship	31
Video Walls	71
Grand Total	2,592

DIGITAL COUNT OVERVIEW

IPTV Distribution System

Clear Channel will create for BUR an IPTV distribution system and content programming that is fully scalable and supports future expansion, ensuring long-term adaptability, effectiveness and passenger satisfaction. Our IPTV network will integrate within the identified locations of the RFP, delivering customized and content-rich programming designed to engage and entertain passengers and enhance their experience at BUR. We will collaborate with airport staff and stakeholders to develop creative themes, conduct workshops and establish final content strategies that align with the authority's long-term objectives.

Clear Channel has implemented IPTV systems at major airports nationwide, including headend design, cabling, rack equipment and integration with flight information and public address systems. At DEN, our refreshed version of gate hold entertainment, DEN-TV, network combined live flight information, local programming and branded entertainment across 30 strategically placed displays. At Oakland International Airport (OAK) and Detroit Metropolitan Wayne County Airport (DTW), our Rockbot IPTV systems deliver a curated blend of music, branded content and airport information to engage travelers.

Proposed Concept Rendering for IPTV Gate hold (BUR)

Data and Intelligence that Delivers

Clear Channel integrates a variety of proprietary, commissioned and syndicated data into custom AI-powered dashboards. We not only craft data-backed value propositions to address specific client needs, but we also help our airport partners understand the audiences traveling through their airports and throughout their entire consumer journey. Our data and analytics capabilities include monitoring audience insights and behaviors, attribution and mobile retargeting, passenger data and forecasting, travel industry insights and market intelligence and trends. We provide much more detail on these key differentiators in Section 5 of the proposal.

Content Development and Management

Our in-house creative team specializes in producing immersive, high-impact digital content that aligns with airport architecture, brand identity and passenger demographics. We handle the entire production process — pre-production, coordinating photography and videography or creation of third-party content, animation, post-production and adaptation for multiple formats and resolutions. We are excited to be partnering with the Burbank office of FolksVFX, a global house of award-winning creative brands with a rich history in digital production for film, television and streaming media, creating larger-than-life visual effects for 13 years. Together we will create and display immersive content that depicts a SoCal state of mind and sense of place to further enhance the passenger experience.

BUR Localized Digital Content Concepts by Folks VFX

We relish the opportunity to collaborate with Clear Channel on providing a local sensibility to the BUR PRT project. We look forward to showcasing the lifestyle and sense of place that is rooted in the Tri-Cities creative community.

Johnny Fisk
Executive Vice President
Folks VFX

Our content development capabilities for BUR includes 4K/8K ultra-high-resolution video with cinematic production value, interactive media that prompts passenger engagement through QR codes or other call to action, content capsules designed for reuse across multiple screen types, including FIDS, GIDS and large-format LED walls, event domination campaigns for occasions like the 2028 Olympic and Paralympic Games, allowing advertisers to take over key display locations for maximum impact; and dynamic scheduling templates for real-time adaptation based on audience behavior or operational needs.

Our operations content management and operational model support Clear Channel's commitment to high system reliability and BUR's high standard for near-perfect systems uptime. Clear Channel recently underwent a multi-year project to review all of the contemporary content management systems to replace our proprietary solution. This process resulted in selecting Vistar Media's offering, and following a year of custom development to enhance functionality, we're utilizing what we feel is the best out-of-home advertising focused CMS on the market. Vistar intelligently distributes content across a set of digital assets to meet advertiser needs. Our proprietary Remote Monitoring and Management software uses "AI" to look for known potential problems and self-heal/auto resolve them or open a ticket for a human to work on. The internal resolution tickets have "AI" support built in that guides resolution and next steps.

LaGuardia International Airport (LGA) custom LED corner digital & anamorphic content

At LGA Terminal C and SFO Terminal 1, we design-built custom LED corner pieces which enable 3-D anamorphic content that captivated travelers from all angles generates tremendous social media shares.

At EWR, our production workflow allowed for rapid adaptation of advertiser creative during high-profile events without disrupting scheduled programming. At SFO, our content templates enabled advertisers to run customized campaigns across multiple zones while preserving the airport's visual identity.

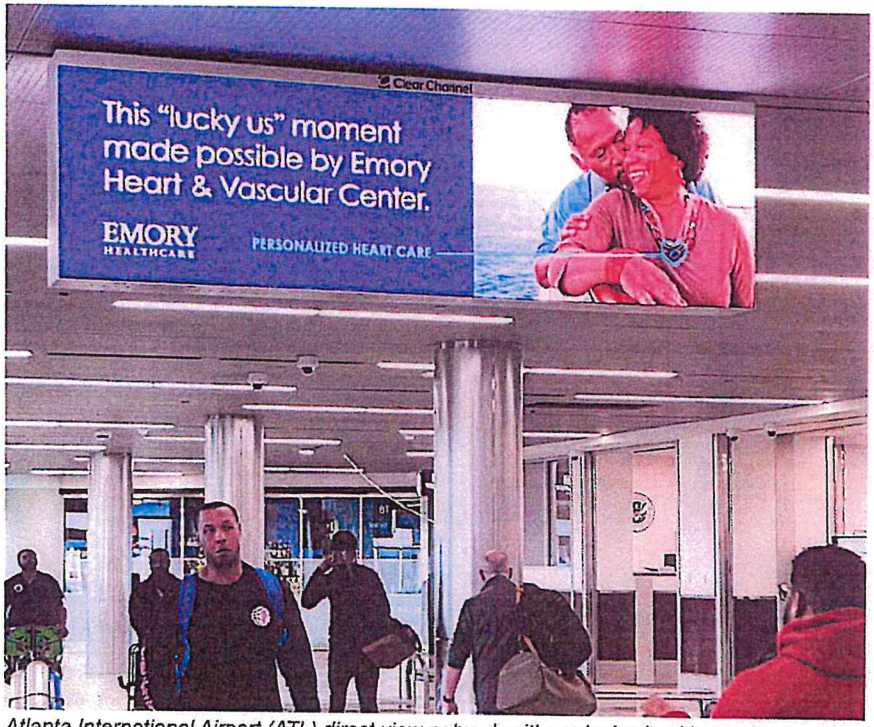
Newark Liberty International Airport (EWR) Direct View Network

Revenue

Clear Channel designs its sales and marketing strategy and its pricing to maximize returns for both the airport and its advertisers, supported by transparent reporting and third-party analytics integration. Our approach includes targeted campaigns based on passenger demographics, experiential sponsorships and programmatic ad sales.

PERFORMANCE METRICS:

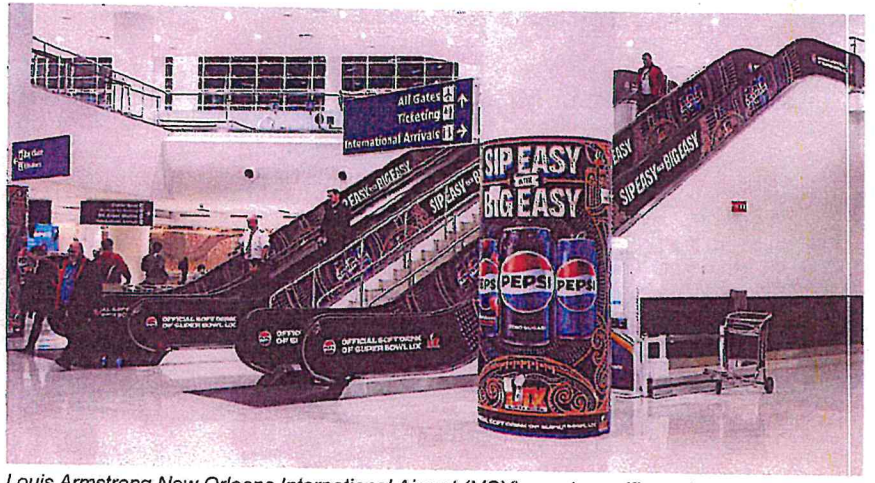
- **$361.5 million** in aggregate gross sales in 2024 — a **78 percent increase** over 2019 and a **125 percent increase** over 2021
- **127 percent growth** in digital media since 2019
- **Over 1 billion passengers** reached annually across our network
- **More than 13,000 total displays**, including over 2,500 digital assets across 429 digital networks



Atlanta International Airport (ATL) direct view network with exclusive healthcare sponsorship

By implementing targeted digital sponsorships and integrating programmatic sales, we achieved double-digit revenue growth year-over-year while enhancing the passenger experience with localized content and entertainment.

Through event-specific advertising domination packages, we attract global brand sponsorships that generate premium CPM rates and significantly increase airport revenue during peak travel seasons.



Louis Armstrong New Orleans International Airport (MSY) event-specific environmental domination

Operation and Maintenance

Our operations model supports Clear Channel's commitment to high system reliability and strive for the desired 99.9 percent system uptime for our back-end systems through proactive monitoring, preventive maintenance and rapid-response service. Of course, there are events beyond our control such as widespread power outages or network failures, or an impediment for our support team to access displays on-site at the airport. However, we will utilize both on-site and automated surveillance to monitor the state of equipment and ensure rapid resolution of any issues.

Testing and Commissioning

Clear Channel's commissioning process includes full content calibration, brightness and visibility testing and synchronized system validation. We conduct performance verification under peak load conditions to confirm that all content displays flawlessly across platforms. At every airport digital asset installation, we complete comprehensive site acceptance testing that includes field protocol reviews, calibration and final content verification, delivering systems fully ready for public launch.

b. Comprehensive Experience Across All Phases

Clear Channel has more than 50 years of experience financing, designing, building, managing, and operating advertising concessions at 58 U.S. commercial airports, four Caribbean airports and more than 115 private terminals.

- **Financing:** Our programs are fully self-funded. Capital investment is drawn from operational cash flows and supported by over $110 million in liquidity and access to $181 million under our credit facility.
- **Design and Build:** Clear Channel has developed over 700 airport advertising programs since 1974, many of which involved large-scale construction of integrated media systems. At SJC, we created the industry's first all-digital media program. In EWR's new Terminal A, we suspended the industry's first digital canopy. And our programs in San Francisco Terminal 1, LaGuardia Terminals B/C/D, Austin's ever-expanding terminal footprint and Denver's new Great Hall have helped define what modern airport media can look like.
- **Management and Operations:** With nearly 200 airports-dedicated professionals nationwide, Clear Channel delivers white-glove service through local and regional teams. Our "boots-on-the-ground" model ensures swift response times, personalized service and 24/7 operational excellence.

Immersive Multimedia and IPTV Experience

Clear Channel has more than a decade of experience producing and managing immersive content and IPTV solutions in high-traffic, public-facing environments. Our content systems serve millions of passengers each week and are tailored to airport-specific needs:

- **ClearVision (Denver International Airport DEN):** A custom IPTV network branded as DEN-TV, combining local, national and branded entertainment programming. This integrated experience was deployed across concourses through 30 strategically placed displays, enriching dwell time in gate hold areas and delivering measurable value to passengers, advertisers and the airport alike.
- **Rockbot (Oakland International Airport OAK and Detroit Metropolitan Wayne County Airport DTW):** Audio-visual IPTV solution offering dynamic music, messaging and branded content aligned with airport experience goals.
- **Direct-View LED and 360-degree design:** We have deployed curved digital LED walls at LaGuardia Airport (LGA), 360 LED columns at JFK Terminal 4, and an immersive LED tunnel at Washington Dulles Airport (IAD).

Specialized Capabilities

Clear Channel has industry-leading experience in the following advanced areas:

- **EVIDS/DCMS Integration:** Merged informational, terminal wayfinding and advertising content at JFK, DEN, CMH, DNA and SJC. SJC inserted airport FID data into portions of the displays above security. BNA ad integration in a departures FID LED that incorporates our complete CMS and capabilities. JFK T4 integrated into gate hold displays with a dynamic system that expands or shrinks our CMS feed depending on current gate usage.
- **Immersive Content Design:** Curved walls, dynamic motion graphics and responsive visual formats
- **Anamorphic Digital Content:** LGA Terminal C, SFO Terminal 1, Times Square NYC
- **Direct-View LED Panels:** Custom installations at JFK, ATL, SEA, SFO, AUS and 575 total across U.S. airports
- **Pre-Rendered and Real-Time Content:** Built in 4K/8K, HTML5 and able to support AI-adaptive formats (although very few advertisers provide content in AI-adaptive format)
- **Scheduling and Playback:** Optimized via proprietary CMS tools with real-time performance analytics
- **Generative Design Tools:** Data-reactive templates that adjust based on audience behavior and flight schedules

Please scan or click to view sample of anamorphic content

Proposed Design Concept, BUR

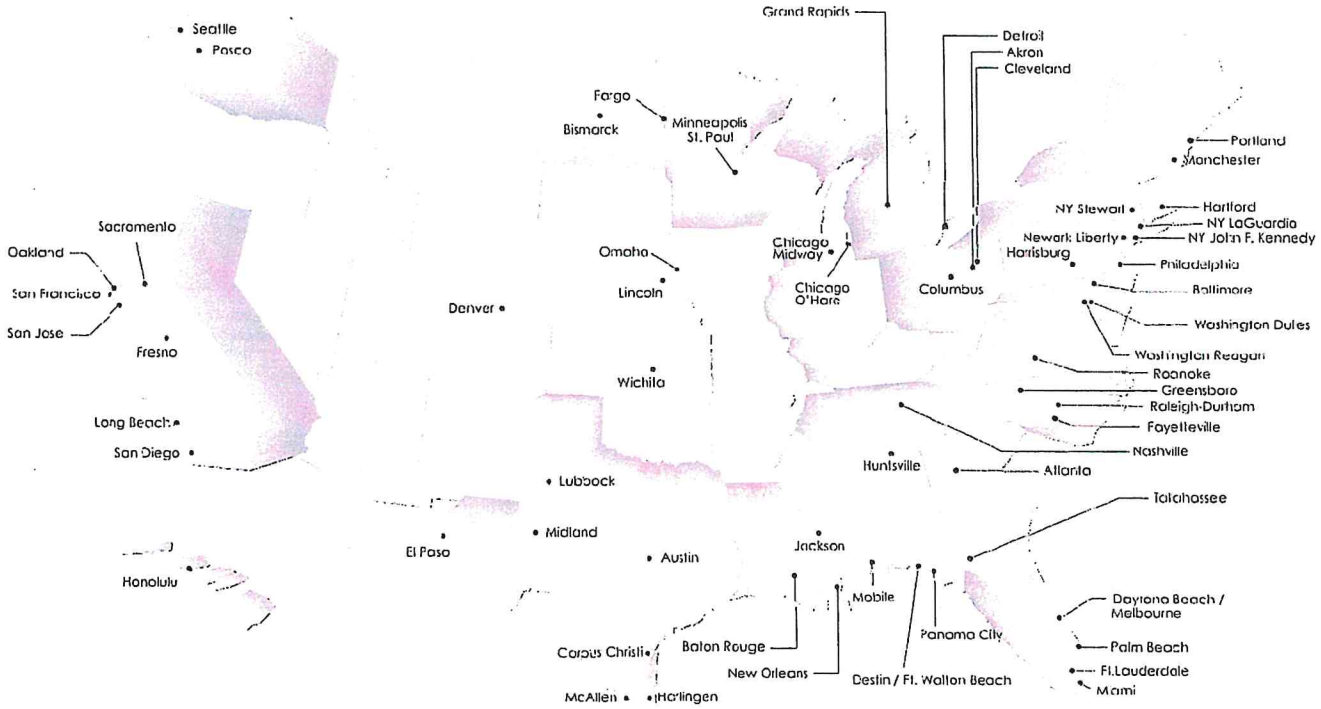
Clear Channel U.S. Commercial Airport List

Airport	2024 Traffic
Hartsfield-Jackson Atlanta International Airport	108,067,766
Denver International Airport	82,358,744
O'Hare International Airport	80,043,050
John F. Kennedy International Airport	63,265,984
Miami International Airport*	55,926,566
Seattle-Tacoma International Airport	52,640,716
San Francisco International Airport	52,269,844
Newark International Airport	48,853,370
Minneapolis/St Paul International Airport	37,168,257
Ft Lauderdale-Hollywood International Airport	35,208,611
LaGuardia Airport	33,543,943
Detroit Metropolitan Wayne County Airport	32,971,575
Philadelphia International Airport	30,896,572
Baltimore/Washington Thurgood Marshall Int'l	27,058,733
Washington Dulles International Airport	26,969,128
Ronald Reagan Washington National Airport	26,259,434
San Diego International Airport	25,241,919
Nashville International Airport	24,593,324
Daniel K. Inouye International Airport	21,999,397
Austin-Bergstrom International Airport	21,762,904
Midway International Airport	21,513,521
Raleigh-Durham International Airport	15,475,466
Sacramento International Airport	13,635,818
Louis Armstrong New Orleans International Airport	13,201,419
Norman Y. Mineta San Jose International Airport	11,851,270
Metropolitan Oakland International Airport	10,803,382
Cleveland Hopkins International Airport	10,173,861
John Glenn Columbus International Airport	8,965,614
Palm Beach International Airport	8,403,519

Airport	2024 Traffic
Eppley Airfield	5,277,326
Gerald R. Ford International Airport	4,172,068
Long Beach Airport/Daugherty Field	4,148,114
El Paso International Airport	4,038,560
Fresno Yosemite International Airport	2,672,881
Destin-Fort Walton Beach Airport	2,329,760
Portland International Jetport	2,423,121
Piedmont Triad International Airport	1,959,182
Northwest Florida Beaches International	1,878,945
Wichita Dwight D. Eisenhower National Airport	1,809,156
Huntsville International Airport	1,635,589
Harrisburg International Airport	1,444,778
Midland International	1,523,730
Jackson-Medgar Wiley Evers International Airport	1,227,194
Valley International	1,207,122
Lubbock Preston Smith International	1,126,360
Hector International	1,092,471
Tallahassee Regional Airport	969,093
Tri-Cities Airport	956,032
Melbourne Orlando International Airport	716,224
Baton Rouge Metropolitan Airport	844,025
Roanoke-Blacksburg Regional Airport	770,130
Corpus Christi International	753,345
Daytona Beach International Airport	695,033
Mobile Regional Airport	626,987
Bismarck Municipal Airport	584,563
Fayetteville Regional/Grannis Field	331,442
Rickenbacker International Airport	284,777
Stewart International Airport	276,792

More airports

#1 largest U.S. airport media company



Our portfolio delivers

1.01+B
Annual U.S. passengers

10
of the top 15 DMAs

115+
U.S. private jet airports

4
Caribbean airports

Source: [1]Airports Council International 2023
*Current markets as of April 2024

Clear Channel's Innovation Timeline

First-ever Digital Wave (EWR)

2025

Outdoor 411: Mobile Workforce Optimization App

Anamorphic Content

Signature Digital Network – Private Aviation Portfolio

Transformative Digital, Experiential & Sponsorship Program – JFK, LGA, EWR

2020

Cloud-Based Performance Reporting Web App

Advertiser Client Services (ACS)

First U.S. All-Digital Airport Advertising Program (SJC)

RADAR Audience Segmentation

Programmatic Advertising Exchange

Airport Magazine

2015

Smart Signage Built-in WiFi, Beacon-Equipped for Data Collection & Interactivity

Virtual Reality

Large Iconic Led Digital

ClearVision™ Entertainment & Information Network

2010

LED Lighting on all Backlits

DAWN Digital Wayfinding

Sampling & Experiential

Digital Directory

FlysmartTM Mobile App

2005

Sponsored Free Charge

CBC News Express Airport Television

Large Format LED

QR Codes on Graphics

2000

Digital Reservation Center

Airport TV via CNN Airports Partnership

1995

Sponsorships

Dynamic Digital Signage

Custom Theming & Sense of Place

1990

WHAT GOOD LOOKS LIKE

CCA's relationships, media programs and sales strategies result in industry awards and recognition

ACI Airports Council International

★ **Best New Passenger Concept, MSY**
Best Green Practice, DEN
Best New Consumer Concept, DFW
Most Innovative Concession, CMH
Excellence in Advertising, YHZ
Excellence in Advertising, ORF
Excellence in Advertising, PDX
Excellence in Advertising, SAV
Excellence in Advertising, MLB
Excellence in Advertising, STT
Excellence in Advertising, SRQ
Excellence in Advertising, DAY
Excellence in Advertising, LUK
Excellence in Advertising, ALB

DSE

★ PenFed Digital Tunnel, IAD, Finalist
★ Disney Immersive Digital Experience, JFK, Finalist
All-Digital Advertising Airport, SJC, Finalist
All-Digital Reimagined Terminal C, LGA, Finalist

★ 2024 ★ 2025

Airport Experience

★ Uber, Best Passenger Service, Multi-market, Finalist
★ Transmedia, Best ACBDE Operator, MSY, Finalist

OBIE

★ Disney, JFK, Bronze
★ Gibson, BNA, Finalist
★ Vera Bradley, LGA, Finalist
★ Dior, JFK, Finalist
Sixt, DEN, Finalist
American Express, JFK, Finalist
Uber, SEA, Bronze
Comedy Central, DEN, Finalist
L'Oréal, JFK, Finalist
All-Digital Advertising Airport, SJC, Finalist
NBC Peacock, PHL, Winner

The Drum Awards

Best Mural/Hand Painted, NBC Peacock, PHL

aaa

★ Uncle Nearest, BNA, Finalist
Georgia State University, ATL, Silver
JetBlue + Barclays, JFK/FLL, Gold
Clorox, ATL/CLE/DEN/JFK, Gold

Guinness World Records

★ Longest Indoor Printed Billboard, IFS, ORD

Nashville International Airport (BNA) video wall with anamorphic content

Times Square New York Iconic Digital with anamorphic content

c. Client References

Clear Channel maintains long-term partnerships with airports and government agencies that have experienced firsthand the innovation, operational excellence and revenue growth we deliver. At least two of these references will be from airports where we have provided similar services in the last five years, in compliance with the RFP. Comparable markets include Austin, San Jose, Sacramento, San Diego, San Francisco, New Orleans, Detroit, Palm Beach, and Nashville.

1. Austin International Airport (AUS)
Contract Period: 2010 – present
3600 Presidential Boulevard, Austin, TX 78719
John Gallo
Deputy Chief Officer – Commercial Development
John.Gallo@FlyAustin.com
512-530-2461

2. Norman Y. Mineta San Jose International Airport (SJC)
Contract Period: 2007 – present
1701 Airport Boulevard, San Jose, CA 95110
Rebekah Bray
Principal Property Manager – Finance & Administration
rbray@sjc.org
408-392-3675

3. Sacramento International Airport (SMF)
Contract Period: 1998 – present
6900 Airport Boulevard, Sacramento, CA 95837
Stephen Clark
Deputy Director – Airport Commercial Development
clarkst@sacounty.gov
916-874-0566

4. San Diego International Airport (SAN)
Contract Period: 2018 – present
Harbor Island Drive, San Diego, CA 92101
Vatana Kang
Program Manager, Terminal Business Development
vkang@san.org
619-400-2471

5. Palm Beach International Airport (PBI)
Contract Period: 1985 – present
846 Palm Beach International Airport,
West Palm Beach, FL, 33406
Laura Beebe
Director of Airports
lmbeebe@pbia.org
561-471-7403

AUSTIN-BERGSTROM INTERNATIONAL AIRPORT (AUS)
Address: 3600 Presidential Boulevard, Austin, TX 78719
2022 ACI Traffic: 21,089,289
Years as Concessionaire: 15

Program Highlights
Since Clear Channel's partnership began in 2011 at Austin-Bergstrom International Airport (AUS), we have played a pivotal role in reshaping the passenger experience, driving revenue growth and highlighting the city's vibrant culture and major events. Previously, AUS's media program was handled in-house. Since becoming the concessionaire, we have continued to significantly grow revenues while AUS has enjoyed substantial passenger growth and terminal expansion.

The perfect blend of digital and print media, including several distinct digital networks, allows various price points that attract businesses and budgets of all sizes, local and national, leading to optimized sales and revenue. Our commitment to innovation, backed by a [redacted] investment in capital improvements, has led to a distinctive program that surprises and delights passengers. [redacted] in advertising, touts its brand with suspended banners that are refreshed multiple times each year.

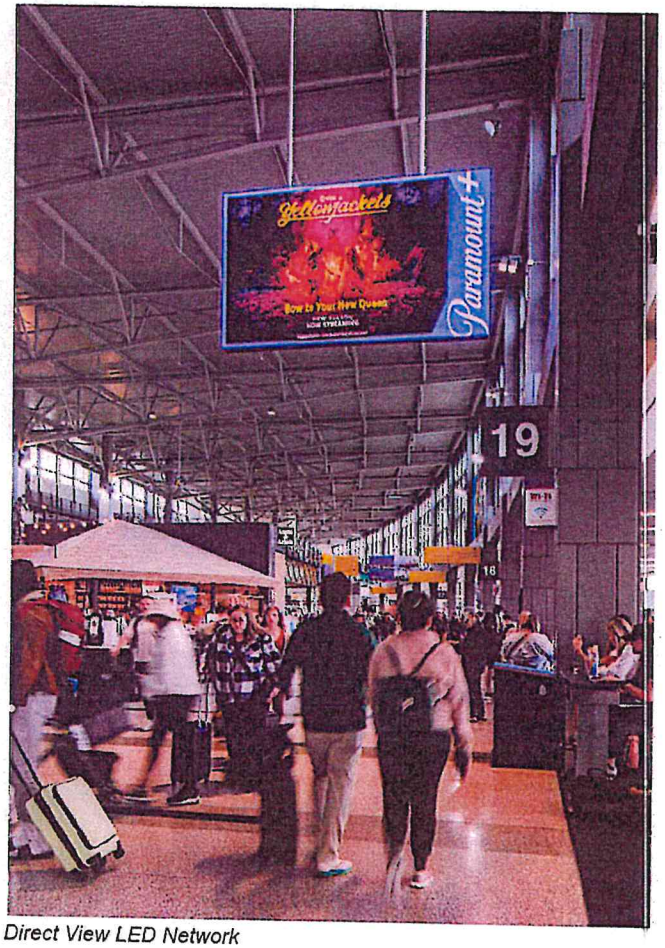
AUS Annual Revenue and Traffic Snapshot

[redacted]

AUSTIN-BERGSTROM INTERNATIONAL AIRPORT (AUS)

LED Video Wall

Vertical Concourse LCD Network



Direct View LED Network

NORMAN Y. MINETA SAN JOSE INTERNATIONAL AIRPORT (SJC)

Address: 1701 Airport Boulevard, San Jose, CA 95110
2024 ACI Traffic: 11,917,710
Years as Concessionaire: 18

Program Highlights

In partnership with Norman Y. Mineta San Jose International Airport (SJC), Clear Channel Outdoor, Airports Division launched the nation's first all-digital and most measured airport media program in 2019. In this groundbreaking domination sponsorship approach, [redacted] This airport sponsorship approach represents a pivot in transacting media sales from a screen-by-screen, terminal-by-terminal or even network-by-network basis to complete airport domination. Each sponsor engages with more than 12 million passengers annually.

This innovative program offers brands the power to measure their advertising campaigns by leveraging Clear Channel Outdoor's industry-leading suite of data-driven solutions for planning, amplification and measurement. A carefully selected sales and marketing team sought initial foundation sponsors using marketing collateral, media kits, customized renderings and proposals specific to each client. A limited number of exclusive sponsorships were offered to large local and world-recognized brands and included advertising and branding across a mix of iconic LED assets and a large network of more traditional LCDs as well as access to experiential activation areas throughout the year. Advertising revenues more than doubled, setting an airport advertising revenue per passenger record in the U.S.

SJC Annual Revenue and Traffic Snapshot

[redacted]

SAN JOSE INTERNATIONAL AIRPORT (SJC)

Iconic Digital, Airport-Wide Digital Sponsorship

Direct View Network, Airport-Wide Digital Sponsorship

Digital Columns, Airport-Wide Digital Sponsorship

Curved LEDs, Airport-Wide Digital Sponsorship

SACRAMENTO INTERNATIONAL AIRPORT (SMF)
Address: 6900 Airport Boulevard, Sacramento, CA 95837
2024 ACI Traffic: 13,635,818
Years as Concessionaire: 27

Program Highlights
Clear Channel has partnered with Sacramento International Airport (SMF) since 1998, under multiple agreements. The current term, awarded in 2011 through a competitive process, has been extended to align with SMF's ongoing construction project.

The program features a balanced mix of digital and large-format print, refreshed with each extension to remain modern and effective. Highlights include Uber column wraps, baggage claim refurbishments, an expanded LED video wall in Terminal B arrivals, and a reduction of print displays in favor of higher-impact placements. Advertisers such as [redacted] reflect the strength of the market. [redacted] in 2014. Despite COVID, revenue remained stable, and a post-pandemic "pricing with pride" strategy, supported by SMF's collaborative approach, drove record-breaking results, surpassing previous highs by more than [redacted]. Clear Channel's enduring partnership with SMF underscores innovation, adaptability and shared success.

SMF Annual Revenue and Traffic Snapshot

[redacted]

SACRAMENTO INTERNATIONAL AIRPORT (SMF)

Arrivals Digital

Direct View Concourse Network

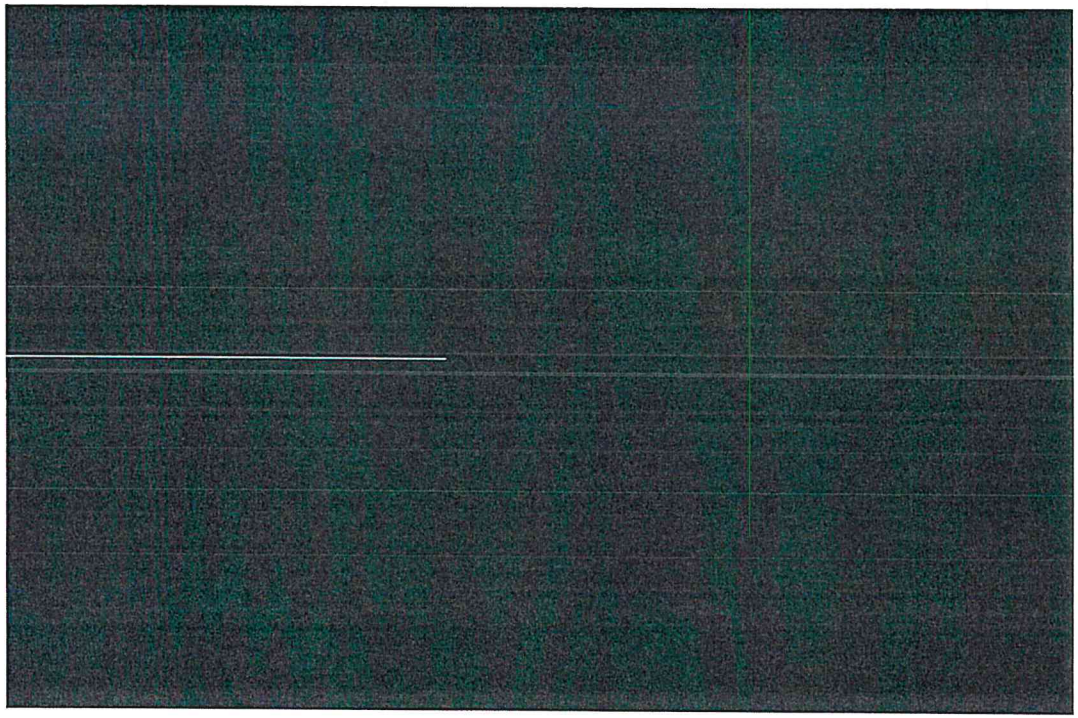
Arrivals Video Wall

SAN DIEGO INTERNATIONAL AIRPORT (SAN)
Address: 2417 McCain Road, San Diego, CA 92101
2024 ACI Traffic: 25,241,919
Years as Concessionaire: 7

Program Highlights

Clear Channel has created a unified, terminal-wide network of digital assets at San Diego InternationalAirport, as part of a new 10-year partnership with San Diego County Regional Airport Authority that began in 2018. The digital program, co-designed with Gensler based upon their experience designing and expanding the airport terminal, complements terminal finishes, colors, aesthetics, mirroring the airport's recently redefined brand promise to its passengers – Good Feelings. Non-Stop. Multiple digital networks and large-format, cannot-miss digital assets have dramatically expanded the digital footprint with 45 percent more digital signs and digital square footage increasing by more than 400 percent over the program previousiy offered at SAN by the previous media operator. A variety of touch points and price points allow national and local advertisers, alike, to connect and engage with leisure travelers, frequent business travelers and local residents. Our new program was specifically designed to provide flexibility through future terminal construction and expansions. Key details include: a terminal-wide vertical 80-inch LCD network; a large-format, iconic digital LED arrivals network; experiential and interactive media and sponsorship activations; and energy-efficient, sustainable, environmentally-conscious fixtures. Over the past two years, our project team has been designing and preparing to implement a set of new and fully architecturally integrated digital assets in SAN 's New Terminal 1, set to open October of 2025.

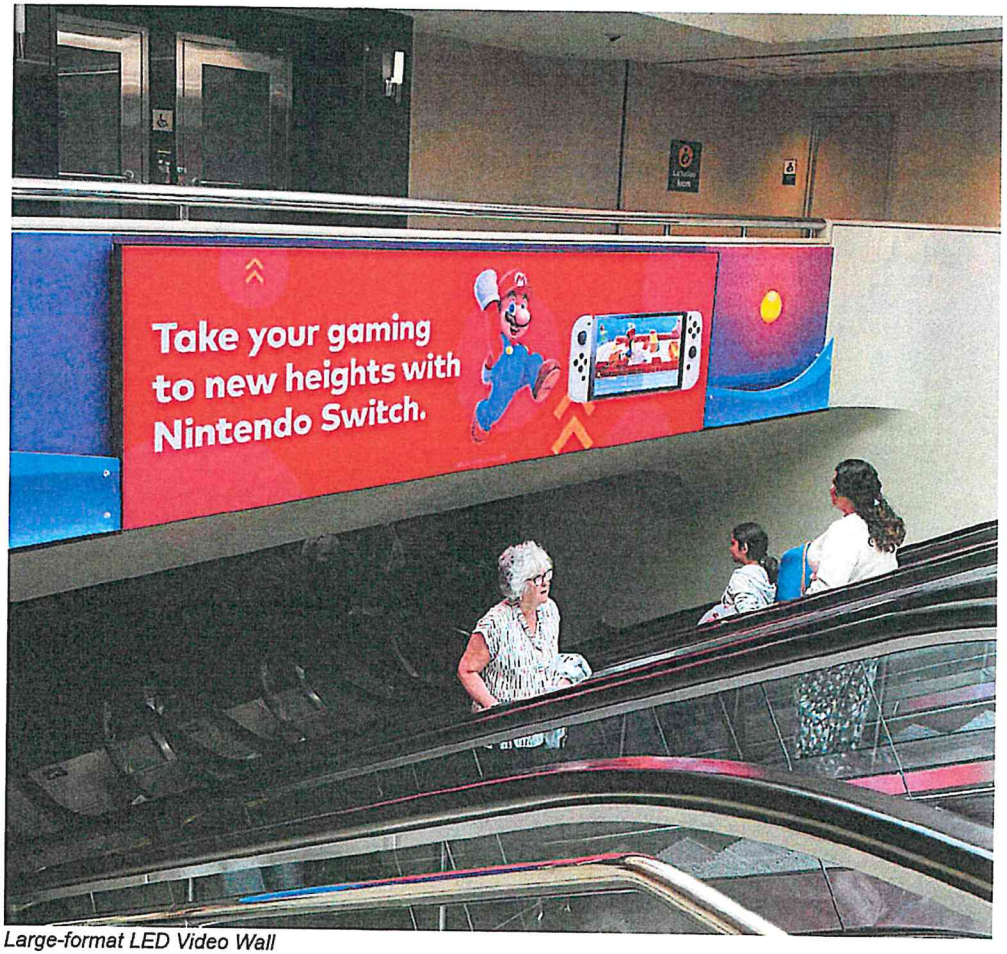
SAN Annual Revenue and Traffic Snapshot



SAN DIEGO INTERNATIONAL AIRPORT (SAN)

Vertical Digital Network

Direct View LED Network



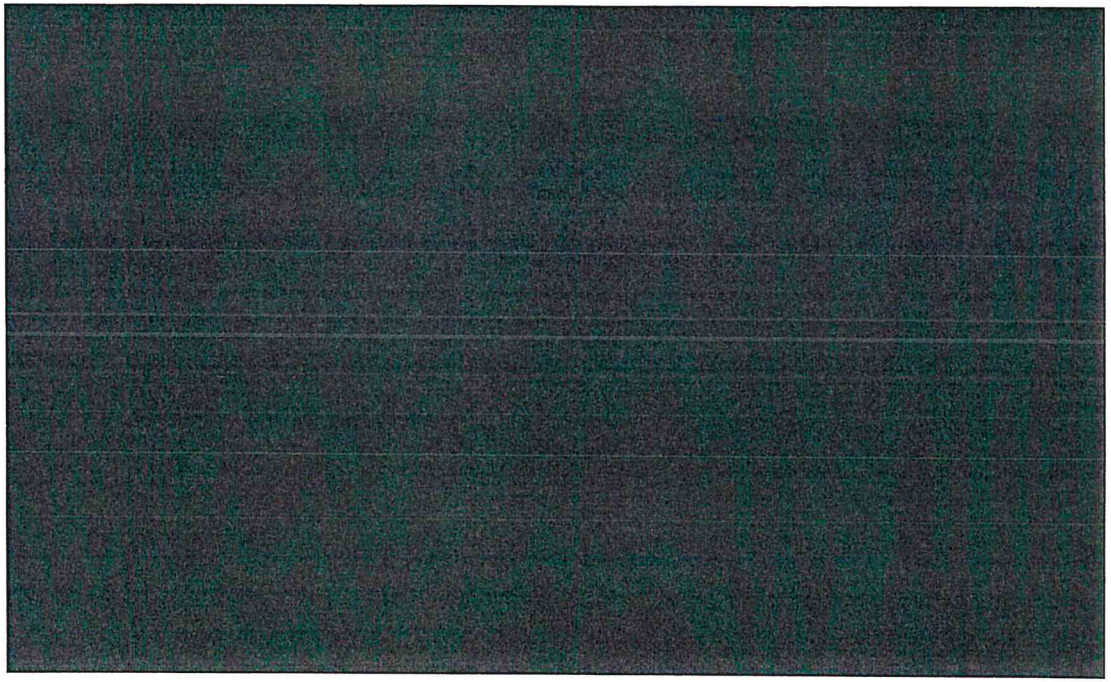
Large-format LED Video Wall

SAN FRANCISCO INTERNATIONAL AIRPORT (SFO)
Address: 780 S Airport Boulevard, San Francisco, CA 94128
2024 ACI Traffic: 52,207,756
Years as Concessionaire: 10

Program Highlights
Clear Channel has delivered greater operational versatility to the advertising program at San Francisco International Airport with a modernized, flexible media network tailored to a dynamic traveler base. The upgraded program includes 23 total digital assets including 11 video walls and a dramatic two-story, 427-foot-high LED screen, offering comprehensive airport coverage and high-impact digital storytelling. Our innovative media program and strong relationships with a diverse portfolio of clients push revenue annually, delivering [redacted]

CCA's strategy expands beyond traditional advertising, introducing non-traditional revenue streams through exclusive sponsorships, highlighted by a multi-year healthcare sponsorship, and creative event-based activations. SFO's media program offers scalable solutions designed to meet the needs of national leaders like [redacted] co. With flexible programs that accommodate all timelines and budgets, CCA's collaboration with SFO ensures local, national, regional and international brands can engage audiences with both short-term impact and long-term brand equity while enhancing the Airport's reputation as a vibrant cultural gateway.

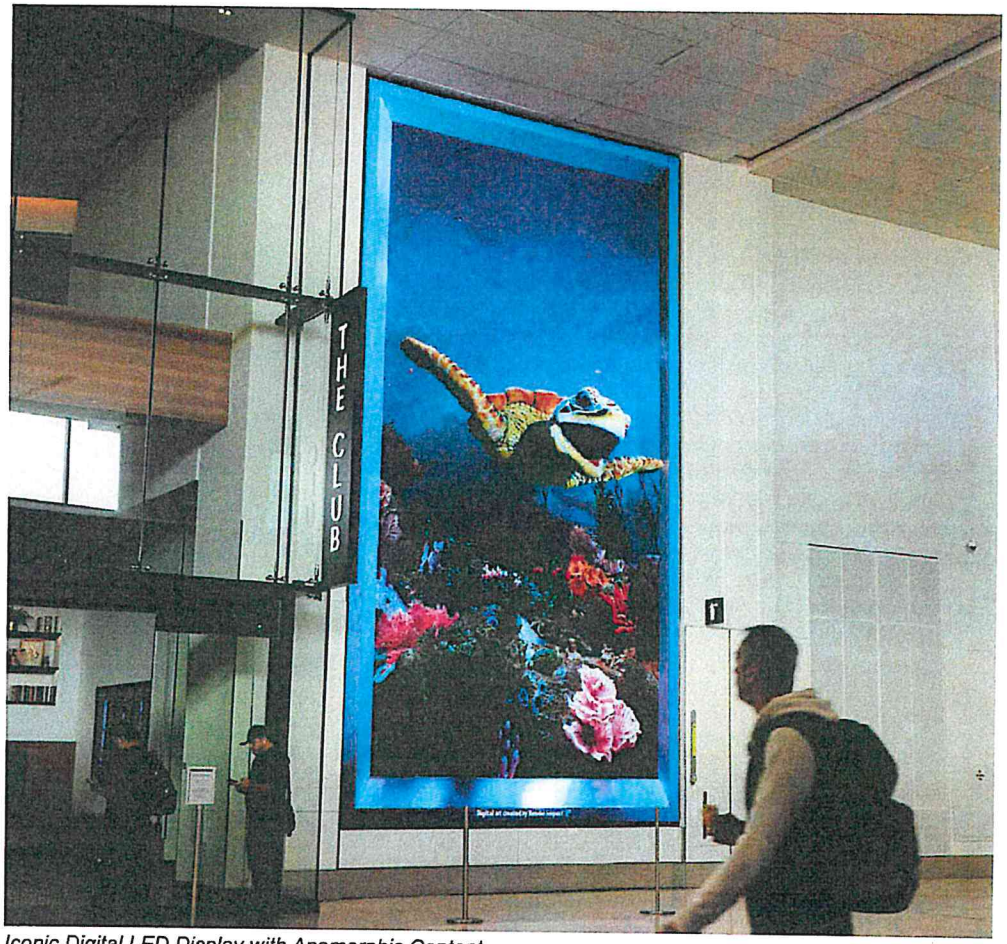
SFO Annual Revenue and Traffic Snapshot



SAN FRANCISCO INTERNATIONAL AIRPORT (SFO)

LED Video Wall

LED Video Wall

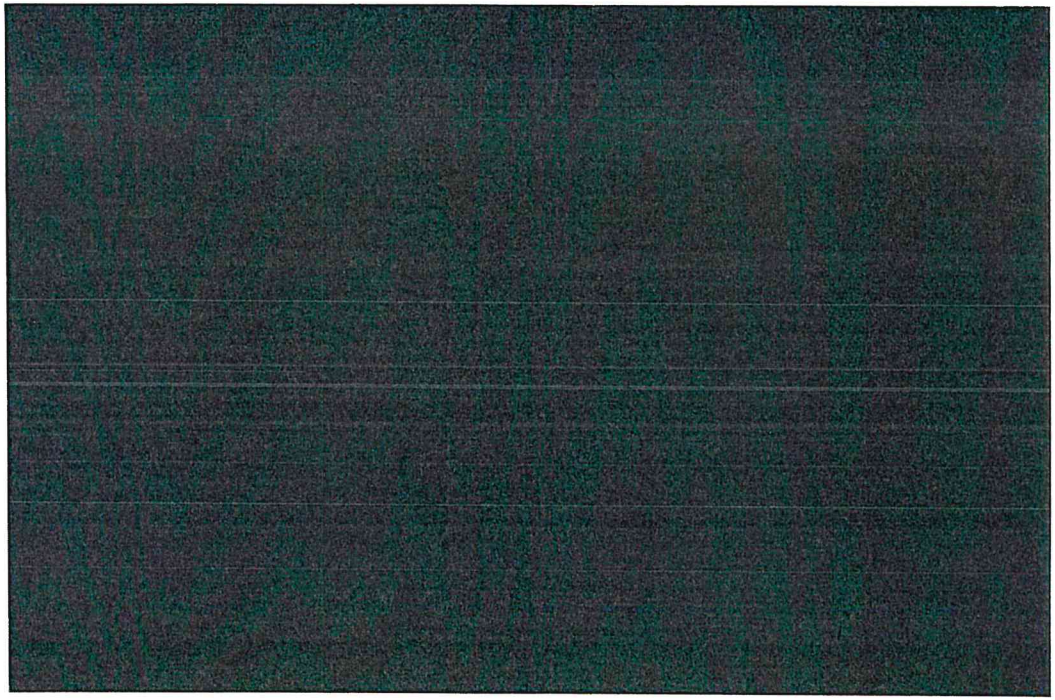


Iconic Digital LED Display with Anamorphic Content

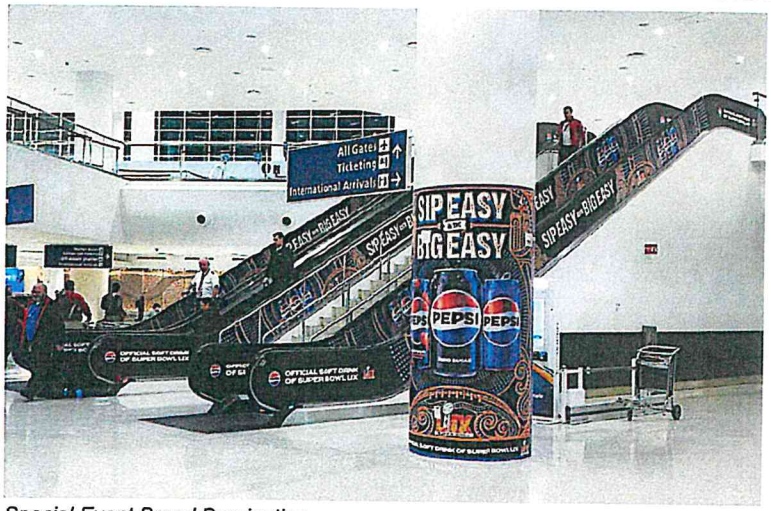
LOUIS ARMSTRONG NEW ORLEANS INTERNATIONAL AIRPORT (MSY)
Address: 1 Terminal Dr., Kenner, LA 70062
2024 ACI Traffic: 12,618,424
Years as Concessionaire: 16

Program Highlights
Louis Armstrong New Orleans International Airport (MSY), twice named Best Airport in North America (5 to 15 million passengers) by Airports Council International, has partnered with Clear Channel since 2003 under three agreements. Taking advantage of the airport's state-of-the-art terminal that opened in 2019, Clear Channel carefully crafted a program that features a large-format, direct-view digital network that captures all arriving and departing passengers; large-format tension fabric displays; specialty locations; and digital packages, including head-on, double-sided digital video walls post- security, and two digital networks in baggage claim, one on the baggage belt decks, and one across the back wall. Impressive client activations include an interactive digital display by Ochsner Health with phone sterilization equipment, and the award-winning National WWII Museum's large-format, three-dimensional exhibit. Under the new agreement, revenue has exceeded pro forma expectations.

MSY Annual Revenue and Traffic Snapshot

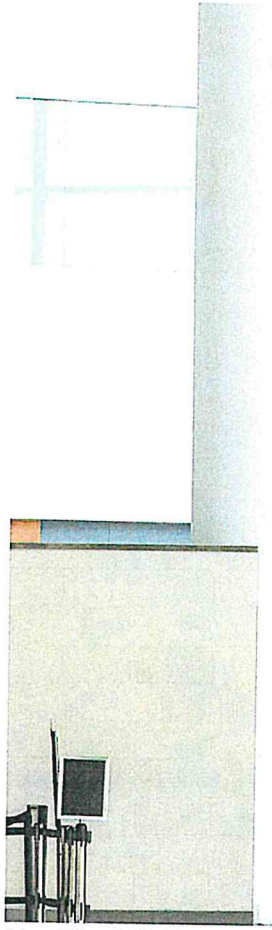


LOUIS ARMSTRONG NEW ORLEANS INTERNATIONAL AIRPORT (MSY)



Special Event Brand Domination

Custom Video Wall with Exclusive Healthcare Sponsorship



Direct View LED Network

DETROIT METROPOLITAN WAYNE COUNTY AIRPORT (DTW)
Address: 2500 World Gateway Place, I-94 at Merriman Road, Detroit, Michigan 48242
2024 ACI Traffic: 30,757,202
Years as Concessionaire: 14

Program Highlights
Since 2011, Clear Channel has partnered with DTW, a major hub with more than 31 million annual passengers, 800 daily flights, and over 125 nonstop destinations. After multiple contract extensions, including a COVID-era extension and an interim term, Clear Channel was awarded a new 10-year agreement through a competitive bid. The current agreement began in February 2025 and includes [redacted]

The new program includes upgraded digital assets throughout the terminal complex and a refined approach to print, featuring fewer but more strategically placed displays that complement the airport's architectural features. Planned improvements include enlarging gate hold screens from 55 to 65 inches and adding a high-impact installation at the iconic McNamara Terminal fountain. Notable campaigns to date include a multi-year [redacted] annually and a [redacted]

Clear Channel's enduring partnership with DTW reflects innovation, adaptability, and a shared commitment to elevating the passenger experience.

DTW Annual Revenue and Traffic Snapshot

[redacted]

DETROIT METROPOLITAN WAYNE COUNTY AIRPORT (DTW)

Arrivals Digital

Integrated Flight Information Display Network

Video Wall

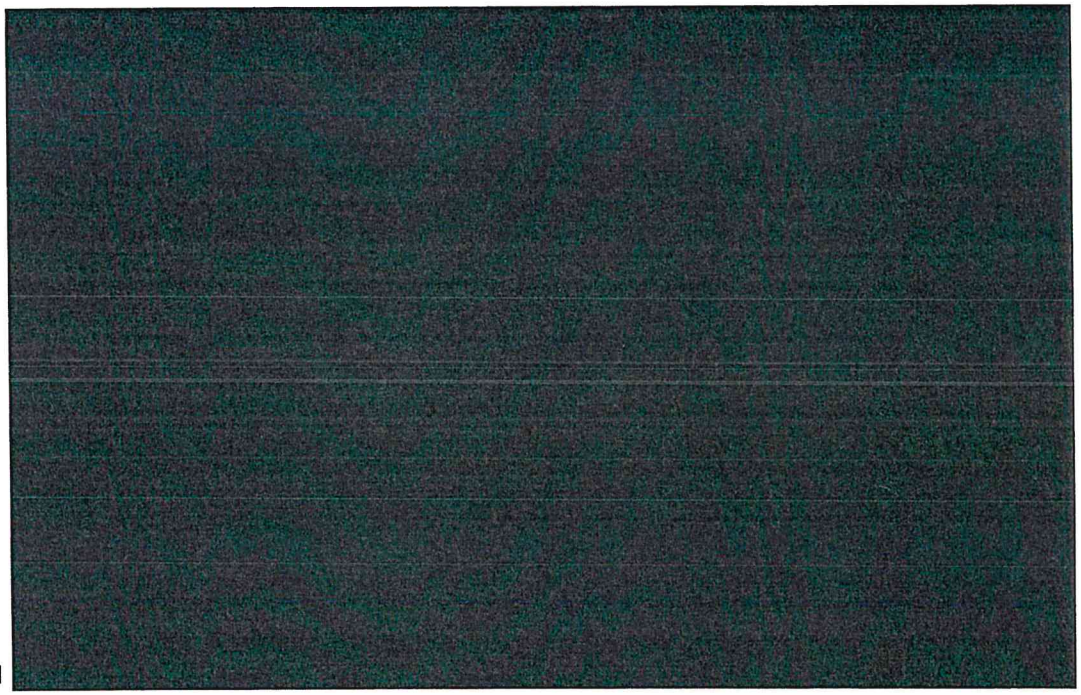
PALM BEACH INTERNATIONAL AIRPORT (PBI)
Address: 846 Palm Beach International Airport, West Palm Beach, FL 33406-1470
2024 ACI Traffic: 8,403,519
Years as Concessionaire: 39

Program Highlights
Clear Channel has partnered with PBI for nearly 40 years under four consecutive lease agreements has skillfully navigated numerous renovation projects while continuing to grow revenues. We installed a new media program at the end of 2019, just before the pandemic. Yet, despite the downturn in the travel industry, Clear Channel continued to grow revenue throughout the current lease [redacted] The new concourse vertical digital displays substantially contributed to this growth.

Key details of the program include:

- Comprehensive digital network throughout the concourses
- Multiple state-of-the-art, large format LED video walls
- LCD digital network in baggage claim
- Integrated and energy-efficient custom fixtures that complement the airport's architecture and passenger flow
- Locally and regionally themed wallscapes

PBI Annual Revenue and Traffic Snapshot



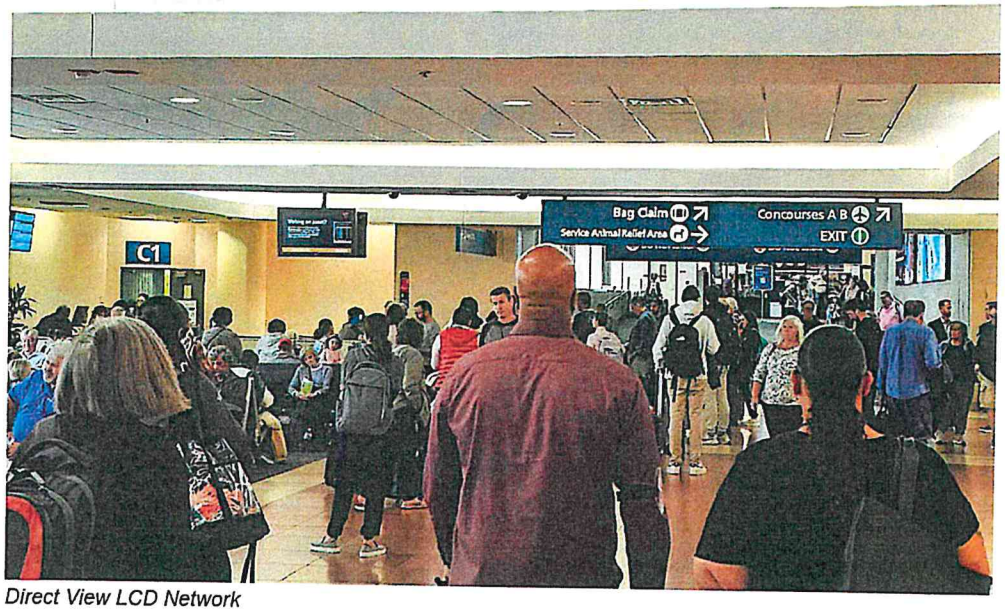
Clear Channel made significant capital investments as they transformed the digital screen from mere utilitarian fixtures into attractive additions that enhance the ambiance of our airport, while creating an impact that resonates with travelers and advertisers alike.

Ray Walter, Deputy Director of Airports
Real Estate and Concessions (retired summer 2025)

PALM BEACH INTERNATIONAL AIRPORT (PBI)

LED Video Wall

LED Video Wall



Direct View LCD Network

NASHVILLE INTERNATIONAL AIRPORT (BNA)
Address: 1 Terminal Dr., Nashville, TN
2024 ACI Traffic: 24,593,324
Years as Concessionaire: 38

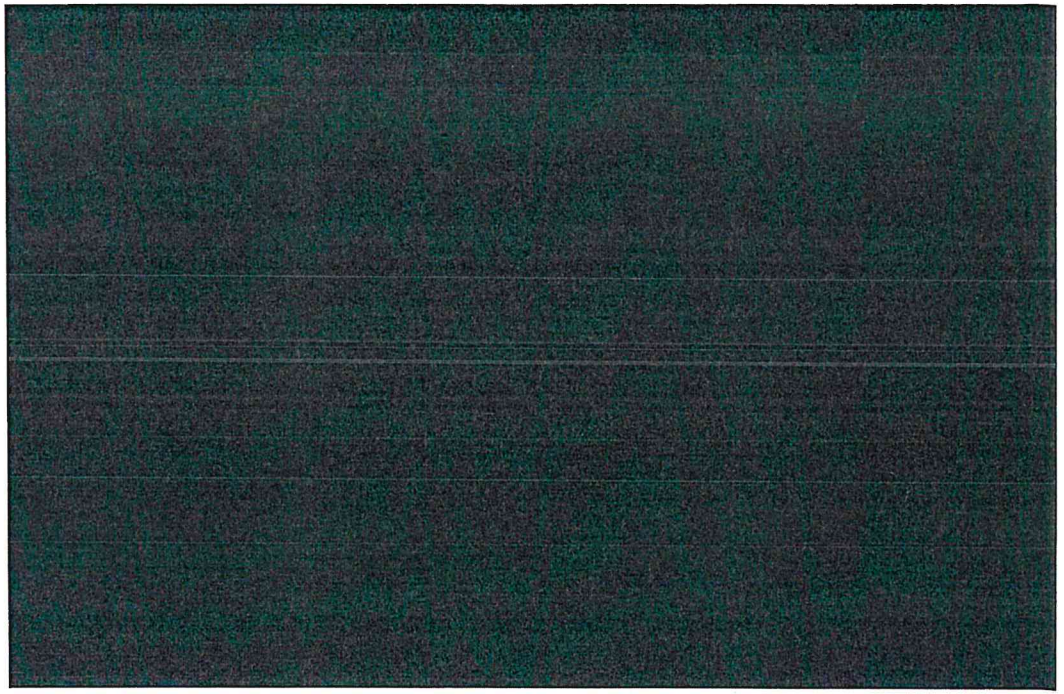
Program Highlights
Throughout one of Clear Channel's longest enduring airport partnerships, both the airport and the city of Nashville have experienced tremendous growth over the last twenty years, and our performance has more than kept pace. The most recent advertising program upgrade includes an assortment of digital networks, an integrated digital collaboration with the airport, and a Gibson Guitars creative display that was a finalist in the out-of-home industries prestigious OBIE Awards last year.

Key features of our BNA advertising program include:
Digital Departures Video Wall: reaching 100 percent of departing passengers, this airport-owned asset has been configured to allow us to design a designated advertising portion of this massive LED which is enabled by Clear Channel's media players and content management system. This pair of LED video walls reaches passengers with a head-on view as they make their way through the queue at the TSA screening entrance with bookended sections allow for long dwell time to passengers in each area of the TSA queue.

Arrivals and Bag Claim digital networks: targeting arriving passengers on two new digital networks including two 45-square-feet video walls located directly over the arrivals escalators to capture 100 percent of arriving domestic passengers. We also allow the BNA marketing team to display public service announcements from the airport or Mayor. This packages with another six 36-square-feet LED video walls in baggage claim to create an unmissable network.

Concourse Video Wall Network: consisting of three 50-square-feet LED video walls along the busiest concourses and two more 75-square-feet video walls along pedestrian walkways. Arrivals Digital Network: a network of twenty-four 65-inch LCDs suspended over all baggage claim carousels.

BNA Annual Revenue and Traffic Snapshot



NASHVILLE INTERNATIONAL AIRPORT (BNA)

Custom-fit Print Graphic & Obie Award Finalist

Vertical Digital Network

Large-format LED Video Wall

November 10, 2023

Jon Abeln, Vice President, Airport Development
Clear Channel Outdoor, Airports Division
7540 Tilghman Street, #104
Allentown, PA 18106

Dear Jon:

The Louis Armstrong New Orleans International Airport was recently named Best Airport in North America (5 to 15 million passengers) two years in a row by the Airports Council International (ACI) World's 2022 Airport Service Quality (ASQ) program. We also received three 2023 Airport Experience Awards, which recognize excellence in airport concessions throughout North America, including Airport with the Best Program Design. I want to thank Clear Channel and your entire team for the role you played since 2018 in elevating our customer experience.

Clear Channel has been our airport media concessionaire since 2003. In 2018, Clear Channel once again participated in a competitive RFP process and was chosen for a new agreement. Our selection team was impressed with Clear Channel's unique media program design, aggressive sales strategy and robust local and management team. We were not disappointed. From 2018 to 2022, Clear Channel grew sales revenue by more than 50 percent, despite the intervening years of the pandemic. During the pandemic, the Clear Channel team diligently managed contracts and relationships with advertisers and kept sales revenue on an upswing.

Your entire local team has delivered as promised. Jessika Flanagan, our local account executive, has been with us since 2017 and has worked tirelessly to transition advertisers under a new agreement and into our award-winning new terminal. Michelle Gobert, general manager, has been serving our Airport since 2003 and consistently provides high-touch service to our airport staff and advertisers.

We appreciate Clear Channel's strong partnership approach and heartily recommend your firm to any airport that seeks an exceptional airport media program providing an outstanding customer experience.

Regards,

Kevin Dolloff
Director of Aviation

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS
Maria G. Marino, Mayor
Sara Baxter, Vice Mayor
Gregg K. Weiss
Joel G. Flores
Marci Woodward
Maria Sachs
Bobby Powell Jr.

Palm Beach
INTERNATIONAL AIRPORT

PBI

COUNTY ADMINISTRATOR
Joseph Abruzzo

DEPARTMENT OF AIRPORTS

August 28, 2025

To Whom It May Concern:

RE: Letter of Reference on behalf of Clear Channel Airports, Inc. ("Clear Channel")

Clear Channel provides concessionaire advertising services at the Palm Beach International Airport (PBI) pursuant to an Advertising Concession Agreement ("Agreement"). Services under the Agreement commenced on April 16, 2019, for an initial five-year term and the Agreement provides for a two-year renewal option. Clear Channel is currently in good standing at PBI and the two-year renewal option was exercised on May 7, 2024.

Clear Channel installs, operates, and maintains over sixty (60) advertising units at PBI including, direct view digital, lit tension fabric, and tension fabric displays. In 2024, Clear Channel completed installation of a video wall that is approximately 18' long by 7' high.

PBI prides itself on creating an elevated travel experience. Clear Channel provides aesthetically striking and commercially effective media that continues to demonstrate revenue growth year over year. Clear Channel's management and local staff have been responsive and cooperative business partners.

Sincerely,

Laura Beebe M.

Laura Beebe
Director of Airports

846 PALM BEACH INTERNATIONAL AIRPORT
West Palm Beach, Florida 33406-1470
(561) 471-7400 FAX: (561) 471-7427 www.pbia.org

PALM BEACH COUNTY GLADES AIRPORT
Pahokee

PALM BEACH COUNTY PARK AIRPORT
Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT
Palm Beach Gardens

"An Equal Opportunity Employer"

NORMAN Y. MINETA SAN JOSE INTERNATIONAL AIRPORT
SILICON VALLEY'S AIRPORT

November 22, 2021

John Moyer
Senior VP of Business Development and Airport Operations
Clear Channel Airports
7450 Tilghman Street, Suite 104
Allentown, PA 18106

To Whom It May Concern,

The Norman Y. Mineta San Jose International Airport (SJC) entered into a concession agreement with Clear Channel Airports (CCA) on July 31, 2007. The agreement has been extended through June 30, 2027, as approved through subsequent amendments to the agreement.

As a partner with the Airport, CCA has developed a groundbreaking foundation sponsorship program that incorporates innovative marketing and state of the art design media. Our experiences in dealing with the management, field representatives, and headquarters personnel, have consistently been positive. The CCA team is highly knowledgeable, courteous, and professional.

CCA is in good standing with SJC, and has consistently met its financial commitments in a timely manner consistent with the terms of its Agreement.

We recognize CCA as an industry leader, and have always found them to be a responsive and dependable airport concessionaire.

Sincerely,

John Aitken, A.A.E.
Director of Aviation

1701 Airport Boulevard, Suite B-1130 • San Jose, CA 95110-1206 • Tel 408.392.3600 • Fax 408.441-4591 • www.flysanjose.com

SAN JOSE

SFO

San Francisco International Airport

July 26, 2019

John Moyer
Senior Vice President
Business Development
Clear Channel Airports
7450 Tilghman Street, Suite 104
Allentown, PA 18106

Dear John,

I am happy to provide a letter of reference for Clear Channel Airports (CCA). The CCA team has worked closely with our Airport staff to provide a comprehensive and quality advertising program. CCA has been a reliable performer with a professional and cooperative attitude.

CCA has performed well under its lease and has closely adhered to the parameters and guidelines established by the airport. They have consistently met all financial commitments in a timely manner. Our staff has built a good working relationship with both the corporate and local management team who continue to be accommodating to Airport needs and requests.

CCA has demonstrated it has the capabilities, energy and expertise to meet the needs of the airport industry.

Very truly yours,

Cheryl Nashir
Director
Revenue Development and Management

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO
LONDON N. BREED MAYOR | LARRY MAZZOLA PRESIDENT | LINDA S. CRAYTON VICE PRESIDENT | ELEANOR JOHNS | RICHARD J. GUGGENHIME | MALCOLM YEUNG | IVAR C. SATERO AIRPORT DIRECTOR

Post Office Box 8097 San Francisco, California 94128 Tel 650.821.5000 Fax 650.821.5005 www.flysfo.com

billups

June 27, 2024

Clear Channel Airports
555 12th Street – Suite 950
Oakland, CA 94607

Dear Meredith,

I wanted to take a moment to tell you how much I appreciate the professionalism and service you provide to billups. We regularly entrust you with important projects and you consistently deliver for us. We genuinely appreciate your creativity and tenacity to get things done, even on things that otherwise wouldn't be placed as airport business.

Thank you for your contribution to making airports an attractive and easy media to buy individually or across your network. We like to consider our vendors "partners" and you exemplify this.

We enjoy working with you and look forward to continuing our partnership for many more years to come.

With Appreciation,

Benjamin Billups

brandtech media

Clear Channel Airports
7450 Tilghman Street, Suite 104
Allentown, PA 18106

Re: Programmatic Partnership with Clear Channel

To Whom It May Concern:

Clear Channel Airports (CCA) demonstrates they are an advertising industry leader by utilizing cutting edge ad technology. CCA has a compelling programmatic private marketplace (PMP) solution, offering a great roster of Demand Side Platform (DSP) and Supply Side Platform (SSP) partnerships, premium airports inventory enabled at scale and hands-on customer service.

We are pleased to offer this letter of recommendation for CCA as the programmatic partnership process on behalf of one of our largest clients was seamless, from the beginning of the sale through campaign setup, activation and reporting. This ad tech platform-based, automated execution brought ease of buying and is changing the way digital media – including DOOH – is bought and sold. We look forward to continuing our relationship with CCA and strongly recommend their solution set.

Sincerely,

Jeff Matisoff

Jeff Matisoff
Partner, Brandtech Media Group

Cultural Council
FOR PALM BEACH COUNTY

601 Lake Avenue
Lake Worth Beach, FL 33460

(561) 471-2901

palmbeachculture.com

August 20, 2025

To Whom It May Concern,

On behalf of the Cultural Council for Palm Beach County, it is my pleasure to offer this letter of recommendation for Clear Channel Outdoor, Airports Division, as they propose to implement a new media and technology program at Palm Beach International Airport (PBI).

Clear Channel has demonstrated a strong understanding of our market and the airport's unique needs, curating an advertising program that reflects the region's character, align with passenger demographics, and deliver meaningful value to both travelers and local stakeholders.

Our most notable collaboration began during their 2018 initiative, which marked a positive and transformative shift in their approach to community partnership. Working in close partnership with the Palm Beach County Tourist Development Council (TDC), Clear Channel introduced accessible rate structures designed to support and elevate local institutions. In collaboration with TDC leadership, we were able to connect Clear Channel with key local partners, including the Cultural Council, museums, and the zoo. These organizations were given meaningful opportunities to participate in PBI's advertising program, thanks to tailored pricing.

This thoughtful collaboration helped create a well-rounded advertising program that truly captures the "spirit of the region", highlighting the depth of Palm Beach County's cultural offerings. More importantly, it reinforced Clear Channel's commitment to inclusion, flexibility, and long-term community investment, a commitment that remains strong to this day.

Presently, the program stands as a testament to what strong public-private partnerships can achieve. Clear Channel's professionalism, responsiveness, and willingness to listen make them a best-in-class provider in airport advertising. I have every confidence that they will continue to be a trusted and effective partner to both Palm Beach International Airport and Palm Beach County in the years to come.

We enthusiastically support Clear Channel and look forward to the opportunity to work with them again in the next phase of PBI's advertising program.

Sincerely,

LM Perry

Lauren Perry
Associate Vice President of Marketing & Cultural Tourism

Arts. Sciences. History. Community.

KENDRA SCOTT

To Whom It May Concern:

Kendra Scott (KS) is pleased to offer a letter of recommendation for Clear Channel Outdoor for its outstanding customer service and commitment to excellence in the advertising industry. Clear Channel Outdoor has consistently demonstrated a strong commitment to delivering impactful and high-quality advertising solutions for KS at the Austin Airport over the years.

Having had the pleasure of working with Clear Channel Outdoor on various campaigns, I have witnessed firsthand their professionalism, responsiveness, detail-oriented nature, and dedication to ensuring the success of each project. One aspect of our partnership that we particularly appreciated was the process of working through the contract and partnership terms. Their transparency and willingness to collaborate made navigating the logistics and legalities straightforward. They took the time to ensure that all our concerns were addressed, and their team worked closely with ours to ensure mutual understanding and alignment on both sides. This level of professionalism and care made the entire process efficient and reinforced why they are such a trusted partner.

KS has been fortunate to collaborate with Clear Channel Outdoor and we look forward to continuing to partner for years to come.

Best,

Leslie Carstens
Brand Marketing Manager

Big Dreams, Colorful Confidence & Inspired Design | kendrascott.com

UNIVERSITY OF DENVER

Dear David,

The University of Denver is pleased to offer a letter of recommendation for Clear Channel Outdoor. You and your team have demonstrated a commitment to excellence throughout the entire media planning process for DU's 2024-2025 brand campaign. This is the largest branding campaign in DU's history and it was essential that we had paid media partners who offered both a robust inventory of ad space in multiple markets and knowledgeable client services. Clear Channel has unfailingly provided both over the past several months.

There are inherently challenges with budgeting, contracting and approvals within the bureaucracy of the higher education section, and your team has risen to the occasion with consistent communication, good humor and resilience. We are very satisfied with the advertising mix you helped us book and look forward to continuing our partnership into 2025-2026 and beyond.

Sincerely,

Chelsea Reinis
Marketing Manager

du.edu main 303-871-2000 University of Denver 2199 S. University Blvd. Denver, CO 80208

VIRGINIA IS FOR LOVERS

Date: 7/22/24

To Whom It May Concern,

It is with great pleasure that I write this letter of recommendation for Clear Channel. Over the past year, Virginia Tourism has had the opportunity to collaborate with Clear Channel on placing advertisements in both Dulles International Airport and Reagan National Airport. This partnership has proven to be a highly successful and satisfying experience.

From the outset, the professionalism of the Clear Channel team has been evident. Their staff is not only knowledgeable and skilled but also exceptionally easy to work with. They provided unwavering support throughout the entire process, from the initial planning stages to the final implementation of our advertisements. Their commitment to excellence ensured that every aspect of our campaign was executed flawlessly.

The ad placements in the airports have exceeded our expectations. The visibility and quality of the advertisements have been outstanding, capturing the attention of travelers and effectively promoting Virginia as a premier destination. The aesthetic appeal and strategic locations of the ads have significantly contributed to our marketing objectives, and we have received numerous positive comments from stakeholders and the public alike.

We are incredibly happy with the results of our partnership with Clear Channel. Their dedication to client satisfaction and their ability to deliver high-quality advertising solutions have made a significant impact on our marketing efforts. We would not hesitate to recommend their services to other businesses and organizations looking to enhance their presence in airport settings.

We look forward to continuing our successful partnership with Clear Channel for many years to come. Their professionalism, support, and exceptional service have been invaluable to Virginia Tourism, and we are excited about the future possibilities of our collaboration.

Sincerely,

Lindsey Norment

Lindsey Norment
Brand Director
Virginia Tourism Corporation

Virginia Tourism Corporation
[illegible]
TEL [illegible]
FAX [illegible]
Consumer: www.[illegible]
Industry: www.[illegible]

CORGAN

5800 Bristol Parkway, Suite 640 Culver City, California 90230 ——— 310 871 3101

To Whom It May Concern:

Corgan and Clear Channel have a longstanding partnership and have collaborated on numerous projects to implement advertising strategies across both new construction and existing terminal facilities. This includes new terminals where Corgan was the designer and architect-of-record, such as our work at LGA Terminal C and JFK Terminal 6 where the dual roles allowed seamless integration of the advertising program into the overall design. Additionally, we have partnered on projects where Corgan was not the designer, such as AUS existing terminal and SAN T1 that was designed by others where we coordinated the advertising design requirements.

Our collaboration together has produced successful design integrations into the terminal facilities that meet both aesthetic and revenue generation goals. Corgan is committed to our partnership with Clear Channel and is excited to continue working together on similar projects in the future.

We highly recommend Clear Channel for their innovative approach to developing airport advertising programs.

Sincerely,

Brent Kelley, AIA | LEED AP | DBIA
Managing Principal

corgan.com

FOLKS

LOS ANGELES, August 25, 2025

To Whom it May Concern,

The Folks Los Angeles team has been a part of the Burbank-Glendale-Pasadena Entertainment Community for almost 20 years. We supervise Visual Effects for productions all over California but Burbank has and will continue to be our home. We relish the opportunity to collaborate with Clear Channel on providing a local sensibility to the BUR PRT project. We look forward to showcasing the lifestyle and sense of place that is rooted in the Tri-Cities creative community.

08-25-2025

Johnny Risk
Executive Vice President

4444 Lakeside Drive Unit 100, Burbank, CA 91505
1 818 237 5052 | folksfx.com

Atlanta Los Angeles Mumbai Saguenay Vancouver
Bogota Montreal New York Toronto London

ROSENDIN

1730 S Anaheim Way
Anaheim, CA 92805
T: 657.276.0500
F: 657.276.0780
www.rosendin.com
LEAD. INSPIRE. BUILD.

License: 362881 A, B, C-10, C-7

8/25/2025

To whom it may concern,

Rosendin is California-based and the nation's largest employee-owned electrical contractor, with over 100 years of experience building quality electrical and communications installations.
We were the Technology Systems Design-Builder and Systems Integrator for the multiphase $2.4B renovation of the Harvey Milk Terminal 1 at San Francisco International Airport (SFO), which has earned several awards including Engineering News Record's Best Project in 2022.

Our role included the design, construction, integration and commissioning of several key technology systems to modernize the terminal, including the planning and integration of Clear Channel's multi-million dollar digital media asset installation. Rosendin has appreciated its working relationship with Clear Channel as they proactively plan well in advance and execute projects expertly with their experienced project management team who is highly knowledgeable of all the challenges of operating in an airport construction environment.

We recommend Clear Channel as an experienced digital integrator and look forward to continuing to work together on similar projects in the future, including the BUR RPT project and related digital advertising installation.

Best regards,

Kirk Condurachi | Division Manager Technologies Group
Kcondurachi@rosendin.com
Rosendin Electric Inc.

CHANDLER CAMPBELLE & DASCHLE

world class service

tel: 561.463.6770
310 Vizcaya Drive Palm Beach Gardens, FL 33418
cdglobal.org

world class service

August 20, 2025

To Whom It May Concern:

This letter serves as our formal Letter of Intent to participate as an ACDBE-certified subcontractor with Clear Channel Airports in support of the advertising program at Hollywood Burbank Airport (BUR).

Chandler & Campbelle Investment Group, DBA Chandler Campbelle & Daschle, is a nationally certified DBE/ACDBE firm with a proven track record of providing reliable and professional airport services across the United States. We specialize in on-site operational support for advertising assets, including installation, maintenance, monitoring, and reporting to ensure advertising programs run seamlessly.

We are proud to currently maintain partnerships in over 25 airports nationwide where Clear Channel Airports serves as the advertising provider. In California, our company already has an established presence at Long Beach Airport (LGB) and Fresno Yosemite International Airport (FAT), where we successfully provide advertising support services that align with Clear Channel's operational standards.

By extending our partnership to Hollywood Burbank Airport, we intend to bring the same level of expertise, consistency, and operational excellence that we have demonstrated in other airports. Our team is committed to supporting Clear Channel Airports in meeting and exceeding its ACDBE participation goals, while ensuring the advertising program at BUR is executed with precision and professionalism.

We appreciate your consideration of our intent to partner on this opportunity and look forward to continuing to build on our strong relationship with Clear Channel Airports.

Sincerely,

Kenya Tucker
VP Operations
Chandler & Campbelle Investment Group
kenya@chandlercampbelle.com

BURBANK
CALIFORNIA

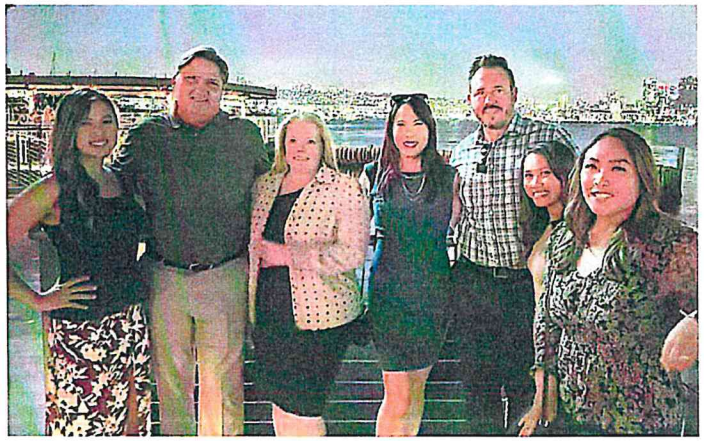
Respondent shall provide an organization chart showing: (i) names, titles, and roles of individuals who will be assigned to the provision of services; (ii) the Corporate Account Manager, (iii) each key person on the services team, (iv) the role each will play in the provision of services, and (v) a written 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.

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.

PROJECT ORGANIZATION AND KEY PERSONNEL

Clear Channel brings a dedicated, cross-functional team of seasoned professionals to manage every aspect of the BUR advertising program. Our proposed project team includes experts in client management, creative development, installation, integration, operations and data reporting—each selected for their relevant experience and ability to deliver high-touch, high-impact service in dynamic airport environments.

Newark Liberty International Airport (EWR)

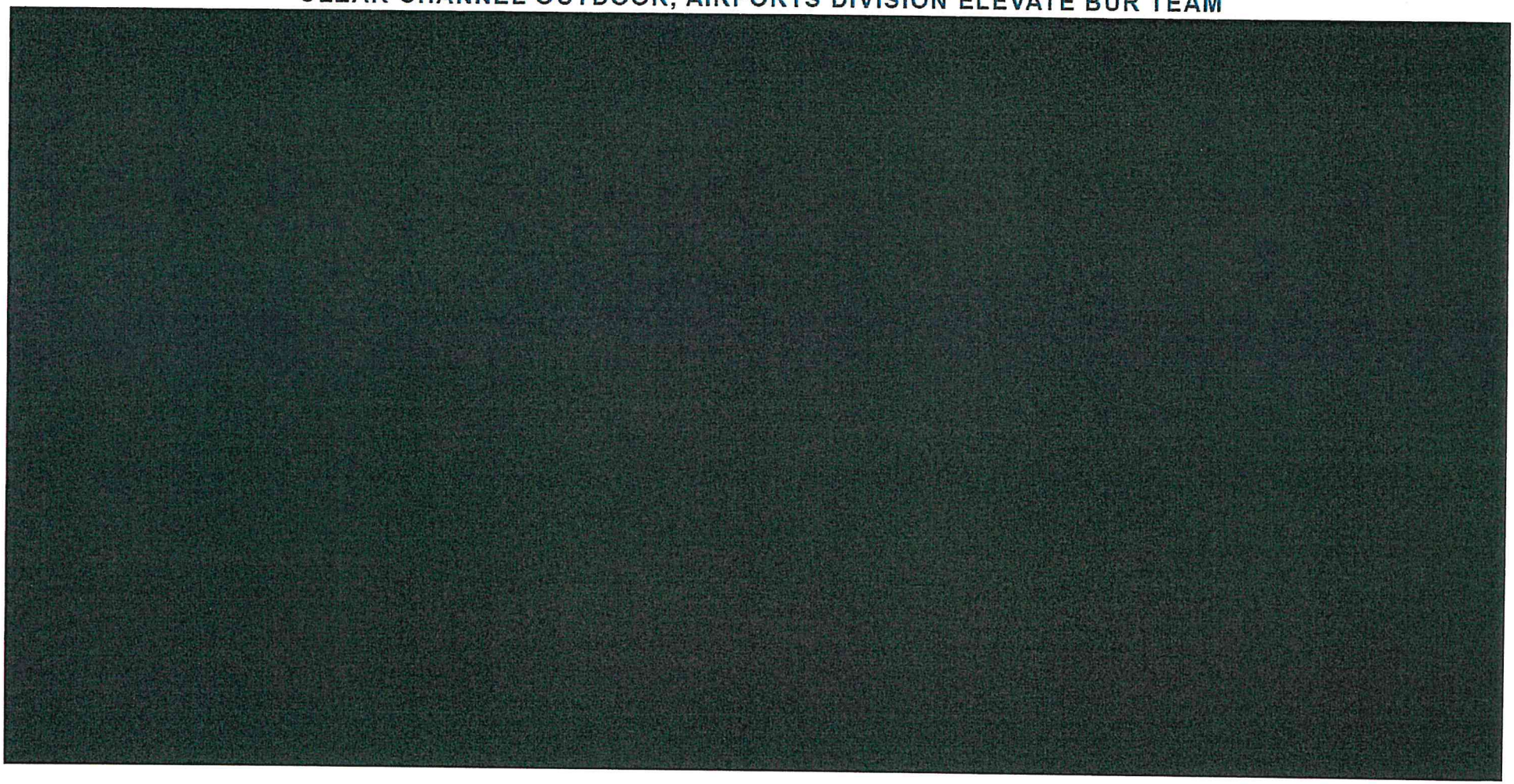


Clear Channel Key Personnel, Melissa Kuzma, Ray Phifer and Lucas Yezik, with SAN airport partners

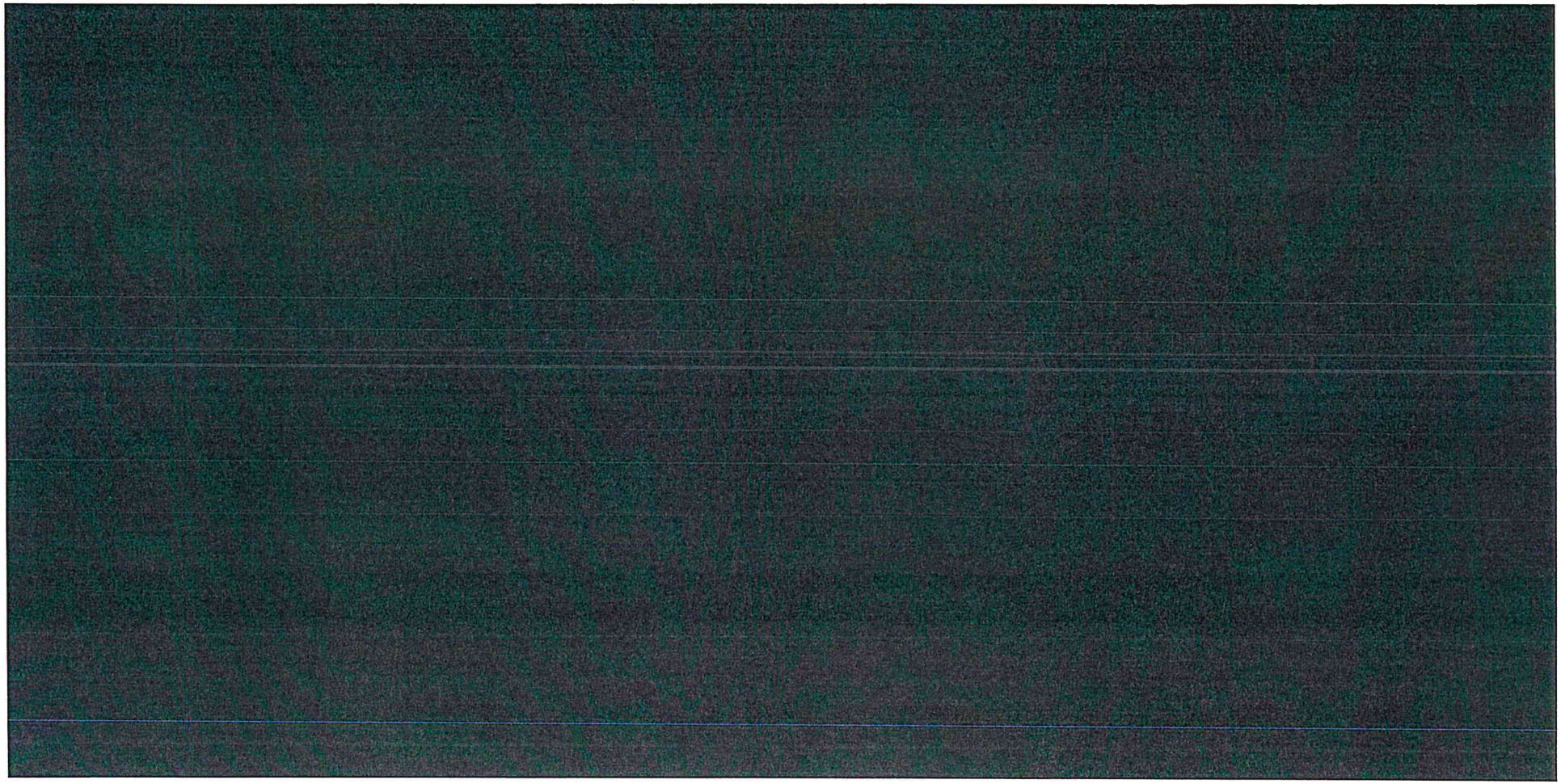
Installation team at Hector International Airport (FAR)

Norman Y. Mineta San Jose International Airport (SJC)

CLEAR CHANNEL OUTDOOR, AIRPORTS DIVISION ELEVATE BUR TEAM



CLEAR CHANNEL OUTDOOR, AIRPORTS DIVISION ELEVATE BUR SALES TEAM



KEY PERSONNEL

DEVELOPMENT

Lucas Yezik
Vice President of Airport Development and Relations
Corporate Accounts Manager (BUR)
LucasYezik@clearchannel.com • 610-674-6128
Location: Allentown, PA

Role/Responsibilities
Lucas designs, develops and launches innovative media programs for airport partners, maintains airport relations, develops revenue growth opportunities and prioritizes enhancing the passenger experience. Lucas is responsible for the design and development of innovative, industry-defining advertising and sponsorship programs, as well as establishing the necessary business terms to facilitate supporting capital investment and best practices to optimize revenues and performance for our airport partners.

Key Achievements
- Designed, negotiated and launched more than 50 airport media programs including at Austin-Bergstrom International, John F. Kennedy International, San Diego International and Seattle-Tacoma International airports
- Retained, acquired and renewed more than $700 million in program revenues
- Oversaw the RFP and proposal process, program design, business terms negotiations and transition/launch of the largest contract in the history of airport advertising and one of the largest municipal contracts ever bid
- Redefined best practices and mutually beneficial business terms for airport concession agreements in the midst of the pandemic and subsequent industry recovery
- Established Clear Channel Airports' first international satellite office with a portfolio of 20 international airports in New Zealand and Australia

Experience
- Clear Channel Airports
  - VP, Airport Development and Relations (2016-Present)
  - Airport Development Director (2012-2016)
  - Sales and Operations Manager (2007-2012)
  - Project Sales Manager(2005-2007)
  - Account Executive(2003-2004)

Education
- Lebanon Valley College: Bachelor of Science Degree

KEY PERSONNEL

SALES

Bryan Canley
Vice President, Sales, West Region
BryanCanley@clearchannel.com • 702-238-7215
Location: Torrance, CA

Role/Responsibilities
Bryan leads sales for Clear Channel Outdoor's Western Region, managing National and National Regional sales executives across the territory. Since joining Clear Channel Outdoor Airports in December 2024, he has focused on growing the Western Region staff and revenue while strengthening relationships with major media buying agencies and airport partners.

Key Achievements
- Tripled revenue responsibility over 10 years from $95M to $300M by launching new advertising categories and building high-performing teams at OUTFRONT Media
- Drove 50% and 33% revenue growth with Caruso Affiliated and Beverly Center by converting assets to digital signage and motivating sales teams to capture full property portfolios
- Renewed LA Metro Transit contract twice during tenure at OUTFRONT Media
- Cut cost deficit in half in 6 months, improving OIBDA, by deploying sales, real estate, and inventory control strategy
- Championed diversity as Executive Sponsor for OUTSpoken Black ERG, advancing representation in leadership roles

Experience
- Clear Channel Outdoor
  - Vice President, Sales – Western Region (Dec 2024 – Present)
- OUTFRONT Media
  - General Manager (Dec 2017 – May 2024)
  - General Manager – Transit Displays Division (Jan 2013 – Dec 2017)
  - Sales Manager – Transit Division (Jan 2009 – Jan 2013)
  - Sales & Marketing Manager – JCDecaux Joint Venture (Nov 2005 – Jan 2009)
  - Account Executive – Transit Division (Sep 2004 – Nov 2005)
  - Charter / Inventory Controller (Apr 2001 – Sep 2004)

Education
- Bachelor of Arts, Sociology – University of California, Berkeley
- Executive Education, Mindful Leadership – University of Chicago Booth School of Business
- Edge Academy Certifications: Data-Driven Planning, Marketing Foundations
- Apple Search Ads Certified

KEY PERSONNEL

OPERATIONS

Melissa Kuzma
Business Operations Manager
MelissaKuzma@clearchannel.com • 619.214.1873
Location: San Diego, CA

Role/Responsibilities
Melissa oversees business operations across multiple airport markets for Clear Channel Airports, with a focus on performance management, revenue growth, and contractual compliance. With over 20 years of business management experience—including more than 15 years in the aviation industry—she brings extensive knowledge of airport operations, lease administration, sales strategy, and team leadership.

At Clear Channel, she has driven initiatives that strengthen airport partnerships and improve profitability. Her role involves cross-functional collaboration with clients, sales teams, and airport authorities to optimize advertising programs. She also manages contract negotiations and territory planning, ensuring both operational excellence and consistent budget attainment.

Key Achievements
- Surpassed 113% of budget across multiple airport markets through strategic sales leadership and cross-team collaboration at Clear Channel Airports
- Spearheaded execution of the PIR contract at SAN, streamlining processes and boosting client satisfaction at Clear Channel Airports
- Delivered major DAS infrastructure projects on time, expanding connectivity for airport tenants at Blackbox Network Services
- Opened 18 new concessions on schedule for SAN's Terminal 2 launch, ensuring full lease compliance at Jacobs Project Management Services

Experience
- Clear Channel Airports
  - Business Operations Manager (September 2018 – Present)
- Blackbox Network Services – San Diego, CA
  - Business Manager (August 2013 – August 2018)
- Jacobs Project Management Services – San Diego, CA
  - Project Manager, Tenant Improvements (July 2010 – August 2013)

Education
- Saint Peter's College, Jersey City, NJ: Associate of Arts, Education

Certifications
- Project Management Professional (PMP), Project Management Institute
- OSHA 30 (Construction Safety and Health), 360 Training

KEY PERSONNEL

OPERATIONS

Ray Phifer
Operations Manager Western Region
RayPhifer@ClearChannel.com • 858-221-4418
Location: San Diego, CA

Role/Responsibilities
Ray Phifer serves as Western Region Operations Manager for Clear Channel Outdoor Airports, overseeing operations and in-field teams across SEA, SFO, SJC, and DEN. He stepped into the role in August 2024 as part of CCOA's Regional Operations Leadership team, supporting the company's One Team initiative. Since joining CCOA in 2018, Ray has progressed from Operations Crewmember in San Diego to overseeing a portfolio of seven large regional airports as Operations Manager/Properties Manager. His strong performance and dedication to CCOA's Standards of Excellence have earned him multiple honors, including the First Class Performer and Quarterly Contributor Awards in 2020, 2021, 2023, and 2024.

Key Achievements
- More than six years leading on-site operations at SAN, including static and digital asset oversight
- Provides daily reporting, proof-of-performance documentation, creative prep, and installation support
- Directly supports special exhibit setups, non-traditional product installs, and site safety requirements
- Collaborates with national operations and sales teams by providing accurate inventory measurements and maintenance updates
- Decades of visual and production design experience, including layout, publishing, WordPress CMS, and exhibit printing

Experience
- Clear Channel Airports: Operations Manager – West Region (2018–Present)
- Freelance Graphic Design: Owner – A Graphic Fit (2001–Present
- Elite Interiors Custom Window Covering: Installation Manager, Product Consultant, Customer Service (2014–2018)
- Benchmark Publications, Inc.: Business Manager/Senior Graphic Designer (1993 – 2012)
- R & W Publishing Company: Owner – Graphic Designer (1989 –1998)

Education
- UC San Diego of Extended Studies: PERL Programming for Internet Applications
- Mesa Community Extension: Business Management

KEY PERSONNEL

OPERATIONS

Peter San Nicolas
Impact & Operations Manager – Chandler & Campbelle Investment Group, LLC
Contact: peter@ccdglobal.org • 901-604-8741
Location: Nashville, TN

Role/Responsibilities
Peter manages CCD's airport advertising operations nationwide under the Clear Channel Airports partnership. He oversees on-site teams, coordinates logistics, ensures compliance with airport and client standards, and drives operational efficiency. Peter ensures that CCD's presence in airports reflects the company's commitment to excellence, reliability, and community impact.

Experience & Achievements
- Chandler & Campbelle Investment Group (CCD) – Impact & Operations Manager (May 2019 – Present)
- U.S. Army

KEY PERSONNEL

PROJECT IMPLEMENTATION

Kevin Conway
Project Manager – Clear Channel Airports
kevinconway@clearchannel.com •212-363-0639
Location: New York, NY

Role/Responsibilities
Kevin manages program and project management for planning, design, and implementation of advertising network, communication, and infrastructure systems at JFK, EWR, and LGA, covering all terminals under contract with the Port Authority of New York and New Jersey. He also manages project planning, design, and implementation of advertising systems at San Francisco International Airport, Terminal 1, and San Diego International Airport, Terminal 1.

With over 27 years of experience, Kevin has managed large-scale network, communication, and infrastructure system projects in aviation and transportation environments. His work includes overseeing expansions, upgrades, and deployments of complex systems at major airports and transportation hubs.

Key Achievements
- Oversees advertising network, communication, and infrastructure system projects across major U.S. airports including JFK, EWR, LGA, SFO (Terminal 1), and SAN (Terminal 1)
- Leads project management for complex system expansions and upgrades at large-scale transportation hubs
- Directed design, planning, and implementation of wireless and cellular systems at Grand Central Terminal and World Trade Center Campus
- Managed network and communications upgrades at JFK Terminal 8 and World Trade Center Tower 1

Work Experience
- Clear Channel Airports
  - Project Manager (2018 – Present) – Planning, design, and implementation of advertising network, communication, and infrastructure systems for JFK, EWR, and LGA (all terminals under contract with the Port Authority of NY and NJ).
  - Planning, design, and implementation of advertising systems at San Francisco International Airport (Terminal 1) and San Diego International Airport (Terminal 1)
  - Architectural and Engineering Firms (previous 20 years)
  - Project Manager, SFO, Full Site Network, Communication and Infrastructure Systems Expansion and Upgrade
  - Grand Central Terminal and Towers DAS, Cellular and Wireless systems and
  - World Trade Center Campus Cellular and Wireless Systems planning, design and implementation
  - Project Manager, Terminal 8 network and communications systems expansion and upgrade
  - World Trade Center, Tower 1, Transportation Hub and Vehicle Security Center network, communications, security and infrastructure systems
  - Project Manager, Perimeter Intrusion Detection Systems (PIDS) for JFK, EWR, LGA and Teterboro

KEY PERSONNEL

PROJECT IMPLEMENTATION

Jamie Skibo
Engineering Manager
JamieSkibo@clearchannel.com • 610-674-6056
Location: Allentown, PA

Role/Responsibilities
Jamie plays a key role in the development of your proposed media program, responsible for installation costs, maps and architectural floor plans, including dimensions and power/data requirements. She ensures that the proposed design will integrate seamlessly with your Airport and oversees the development of sales maps and specification drawings per the guidelines specified in the TDCM. Since joining Clear Channel in 2008, Jamie has worked on every media program design or redesign. She is certified in mechanical drafting/CAD, helping to ensure that electrical and construction bids are more accurate and inclusive.

Key Accomplishments
- Oversees capital investment for CCA's media designs and redesigns
- Played an integral role in the Port Authority of New York and New Jersey media program proposal, which resulted in the largest contract in the airport media industry

Experience
- Clear Channel Airports: Engineering Manager (2008-Present)
- Sherwin-Williams: Decorator (2006-2007)

Education
- Northampton Community College: Associate of Applied Science, Architecture

KEY PERSONNEL

PROGRAM DESIGN TEAM

Steven Hanson
Director of Creative Services
StevenHanson@clearchannel.com • 610-674-6158
Location: Allentown, PA

Role / Responsibilities
Steve leads the creative services division for Clear Channel Airports, shaping creative strategy and execution across airport media. He focuses on immersive design, storytelling, and experiential advertising that engages travelers in meaningful and memorable ways.

Key Accomplishments
- Directed design and execution of immersive airport environments, advertising program design including wallscapes, branded zones, and digital takeovers.
- Developed cross-platform strategies combining airport, roadside, and urban media to magnify campaign reach and effectiveness.
- Implemented AI-powered creative tools and streamlined workflows to enhance pitch development and visualization.
- Collaborated across internal teams sales, strategy, and operations to deliver tailored creative proposals that drive new business.

Built a scalable creative services model supporting airports of varying sizes with tailored design, branding, and experiential activations.

Experience
- Clear Channel Ourdoor Airports Division
  - Director, Creative Services (since November 2017)
- Off the Wall Company
  - Creative Director
- Grafix Solutions Inc
  - Art Director

Education
- Northampton Community College Associate's Degree, Architecture
- Drexel University Architecture

KEY PERSONNEL

PROGRAM DESIGN TEAM

Tina Ward
Creative Program Designer/Marketing Designer
tinaward@clearchannel.com • 610-674-6111
Location: Allentown, PA

Role/Responsibilities
Tina is the lead designer for your proposed, innovative media program, drawing on the unique character of the region to capture the essence of your community. She works closely with the business development team during the proposal phase and with the project manager throughout the buildout of your program. Her creativity and attention to detail from concept to implementation ensure that all themed elements seamlessly integrate into the architecture of your Airport. Tina joined Clear Channel in 2021 after a 25-year career with The Tribune Publishing Company/The Morning Call, where she was the lead designer for Lehigh Valley Indulge Magazine and Inspire Health Lehigh Valley. She is the recipient of several awards, including Addy, Pennsylvania NewsMedia Association (PNA) and Interstate Advertising Manager's Association.

Key Accomplishments
- Created Clear Channel's industry-facing sponsorship white paper
- Designed external educational materials for local vendors and airport partners including Denver International Airport (DEN) and Washington Metro Airports Authority (MWAA)
- Developed program designs and renderings for over 10 media programs for potential and current airport partners including Tucson International Airport (TUS), Hector International Airport (FAR), Will Rogers International Airport (OKC), Westchester County Airport (HPN), Harrisburg International Airport (MDT), Des Moines International Airport (DSM), Bradley International Airport (BDL), Fresno Yosemite International Airport (FAT), Destin-Fort Walton Beach Airport (VPS), Baton Rouge Metropolitan Airport (BTR), Signature Flight Support (SFS), Naples Airport (APF), and Hollywood Burbank Airport (BUR)

Experience
- Clear Channel Airports (2021-Present)
  - Marketing Designer (2021)
  - Creative Program Designer (2021- Present)
- The Tribune Publishing Company/The Morning Call
  - Senior Graphic Designer (1995-2021)

Education
- Art Institute of Pittsburgh: Associates Degree, Fashion Illustration

KEY PERSONNEL

FINANCE

Tia Miller Kiss
Finance Manager
TiaMiller@clearchannel.com • 610-674-6196
Location: Allentown, PA

Role/Responsibilities
Tia will be responsible for the financial management of the BUR media program under a new agreement, including financial planning and analysis, business development and consulting.

Key Accomplishments
- Redeveloped processes and formulas for CCA's booked business and enhanced reporting using visual representation and analysis
- Created unique dashboard to help visualize large amounts of data for historical trends and tracking year over year
- Oversaw the installation of several new airport media programs on time and under budget and maintained inventory across a large portfolio of airports

Experience
- Clear Channel Airports
  - Finance Manager (2021-Present)
  - Senior Financial Analyst (2018-2021)
  - Project Manager (2016-2018)
  - Team Accountant (2014-2015)

Education
- The Pennsylvania State University: Bachelor of Science Degree, Business

KEY PERSONNEL

DIGITAL

Erika Veanus
ACS Campaign Fulfillment Manager
ErikaVeanus@clearchannel.com • 610-674-6134
Location: Allentown, PA

Role/Responsibilities
Erika ensures digital artwork is designed to maximize the effectiveness and capabilities of digital assets for both static and full-motion dynamic content. In addition to managing a team of digital campaign coordinators, she works closely with advertisers as well as Clear Channel Airports' internal sales and operations teams sharing best practices and proper content specifications for optimum results for advertising concessions. She is responsible for supplemental digital collateral and collaborates on the updating and implementation of various Clear Channel Airports operational systems.

Key Accomplishments
- Oversaw the design integrity and technical specifications for the all-digital advertising transformation at Norman Y. Mineta San Jose International Airport
- Close to 20 years of experience designing high-quality airport media programs that capture the essence of the community and seamlessly integrate into the architecture of each airport
- Developed designs for more than 100 airport media programs and collaborated on more than 200, most notably for Louis Armstrong New Orleans International, Norman Y. Mineta San Jose International, Bill and Hillary Clinton National and Reno-Tahoe International airports

Experience
- Clear Channel Airports
  - Digital Content Manager (2020-Present)
  - Creative Program Designer (2003-2020)
- ATX Telecommunications
  - Design Coordinator (2003)
  - Administrator (2000-2003)

Education
- Allentown Business School: Associate Degree, Visual Communications

KEY PERSONNEL

DIGITAL

Taurean Vargo
Digital Media Manager
taureanvargo@clearchannel.com • (734) 288-8123
Location: Detroit, MI

Role/Responsibilities
Taurean leads the digital advertising infrastructure for Clear Channel Airports across the United States, Caribbean, and Pacific Islands, managing over 2,500 digital screens in more than 65 airports. With more than 20 years of experience in operations and project management within technical environments, he oversees all phases of the digital signage lifecycle including research and development, design, procurement, installation, monitoring, and maintenance. Taurean drives technical support efforts internally, training employees on proprietary systems and collaborating with cross-functional teams to enhance operational efficiency. Externally, he partners with vendors, clients, agencies, and production houses to deliver innovative and engaging airport advertising programs. He also develops custom AI-driven monitoring platforms and manages extensive data and documentation to ensure high reliability and productivity across the network.

Key Achievements
- Reduced downtime-related client credits from tens of thousands to hundreds of dollars per quarter through proactive technical management
- Led the deployment and support of digital advertising products at nearly 100 airports in the Americas and Caribbean
- Developed and maintained a proprietary monitoring platform leveraging AI to increase system reliability and operational productivity
- Coordinated service efforts across multiple airports with diverse technical teams, ensuring consistent and efficient client support
- Managed complex technical ecosystems encompassing over 2,500 digital displays, kiosks, and customer service devices
- Streamlined operations and improved processes by integrating cross-team collaboration and driving continuous improvement initiatives

Experience
- Clear Channel Airports
  - Digital Media Manager (April 2012 – Present)
  - Technical Project Manager (November 2010 – April 2012)
  - Operations Manager (June 2006 – November 2010)
- Travelmaster USA
  - Systems Administrator (October 2001 – June 2006)

Education
- Franklin University, Columbus, OH: Bachelor of Science, Computer Science

Certifications
- Microsoft MCP, MCSA, MCSE (2003 Server), MCTS (Vista), MCITP (2008 Enterprise Admin), CompTIA A+ & Network+

KEY PERSONNEL

DIGITAL

Chad Bowman
CTS-I Audio Visual Project Executive – Rosendin
Contact: cbowman@rosendin.com • 408.286.2800
Location: San Jose, CA

Role/Responsibilities
As an Audio Visual Project Executive for Rosendin, Chad oversees audio, video, and automation deployment and system commissioning. His responsibilities include project management, system prefabrication, field deployment, and end-user training. He specializes in large-scale projects in entertainment, education, commercial, residential, hospitality, and convention centers that involve complex construction methods and fine detail.

Key Achievements
- Over 20 years of industry experience, with 10+ years at Rosendin (since 2015)
- Certified CTS-I (AVIXA), with advanced training in Crestron (DM-NVX, DMC-D, DMC-E), Extron (XTP Systems, Pro-DSP Specialist), and Dante Level 2
- Recognized for leading multimillion-dollar AV projects across Southern California

Licenses and Certifications
- AVIXA CTS-I
- Crestron DM-NVX, DMC-D, DMC-E
- Extron Certified Professional, Pro-DSP Specialist, XTP Systems Technician
- Dante Certified Level 2
- Shure Integrated Systems, QSC Q-SYS Level 2, OSHA 30

KEY PERSONNEL

IPTV-ROCKBOT TEAM

Emily O'Reilly
Account Executive - Rockbot
emily.oreilly@rockbot.com • 908-884-4652

Role/Responsibilities
Emily is a results-driven Account Executive managing enterprise and strategic accounts across media, entertainment, and technology. At Rockbot, she partners with leading brands to build dynamic media programming and drive revenue growth through strong client relationships and collaboration.

Key Achievements
- Launched Rockbot's first dynamic pricing screen for the world's largest FEC brand
- Top-performing account executive at Rockbot in 2024
- Achieved 107% sales quota and 111% net retention rate at Procore in 2022
- Surpassed sales quotas at VMware, reaching 126% of quota in 21H2
- Managed a portfolio of ~45 advertisers that accounted for ~$60M in annual revenue
- Received Facebook's "Power of Partnerships" award in H2 2018
- Averaged 105% quota attainment at Yelp

Recent Job Experience
- Rockbot - New York, NY
  - Account Executive (Mar 2023 - Present)
- Procore - Austin, TX
  - Account Executive, Install Base, Majors Accounts (Nov 2021 - Feb 2023)
- VMware - Austin, TX
  - Commercial Account Manager, US Private Sector (Aug 2019 - Nov 2021)
- Facebook - Austin, TX
  - Account Manager, Global Business Group (Apr 2017 - Jul 2019)
- Yelp - Phoenix, AZ
  - Elite Account Executive (Aug 2014 - Mar 2017)

Education
- The University of Texas at Austin: B.S., Public Relations, 2014 | Minor: Business

KEY PERSONNEL

IPTV-ROCKBOT TEAM

Andrew Gagnon
Director of Sales - Rockbot
andrew@rockbot.com • 973-632-3405
Location: San Francisco, CA

Role/Responsibilities
Andrew leads Rockbot's sales across Travel & Entertainment, Hospitality, and Franchise verticals, driving growth through strategic partnerships and enterprise deals. He has deep expertise in media technology, digital signage, and in-location experiences, with a proven record of scaling teams and delivering solutions in airports, hotels, QSRs, and retail.

Key Achievements
- Leads 75% of Rockbot's sales organization, focusing on Travel & Entertainment, Hospitality, and Franchise verticals
- Designed/implemented Rockbot's sales training and enablement program
- Closed high-profile accounts, such as JFK, JetBlue, Cleveland Airport Systems & MBJ
- Built and led Raydiant's first enterprise sales team
- Spearheaded the launch of Yelp's first virtual waitlist, enabling diners to remotely join restaurant queues

Recent Job Experience
- Rockbot - Oakland, CA
  - Director of Sales (Jun 2025 - Present)
  - Senior Manager, Sales Enablement (Jul 2024 - Jul 2025)
  - Senior Manager, Sales (Jan 2021 - Jul 2023)
  - Mid-Market Account Executive (Oct 2018 - Dec 2021)
- Raydiant - San Francisco, CA
  - Head of Enterprise Sales (Jul 2023 - Jul 2024)
- Yelp - San Francisco, CA
  - Senior Strategic Account Executive, Yelp Restaurants (Jun 2016 - Sep 2018)
- Freelance - New Orleans, LA
  - AV Engineer (Sep 2012 - May 2016)

Education
- Loyola University New Orleans: B.S., Music Industry Studies

KEY PERSONNEL

IPTV-ROCKBOT TEAM

Rose Ferraro
SVP & GM, Advertising - Rockbot
rose@rockbot.com • 949-275-2605
Location: Los Angeles, CA

Role/Responsibilities
Rose leads Rockbot's advertising division, building its in-store and retail media solutions. She manages revenue across music, TV, and digital signage, aligning programmatic and direct channels to maximize reach and engagement. Rose drives go-to-market strategy, positioning Rockbot as a key partner for brands seeking immersive, location-based customer connections.

Key Achievements
- Launched new revenue division, generating $3.6M in first-year advertising monetization (2024)
- Created immersive ad experiences integrating screens, music, and digital signage
- Improved sales and account management workflows, enhancing team efficiency
- Led consolidation of sales teams and grew digital by 32% and social/streaming advertising revenue by 66% YoY at Trusted Media Brands
- Boosted Tastemade's regional revenue +80% YoY; topped targets by 140% in 2018-19
- Negotiated Tastemade's largest 8-figure deal
- Drove 200% YoY revenue growth at Omnia Media
- Managed $20M annual revenue goal at SpinMedia

Recent Job Experience
- Rockbot - Los Angeles, CA
  - SVP & GM, Advertising (Apr 2024 - Present)
- Trusted Media Brands – Los Angeles, CA
  - Chief Revenue Officer (Feb 2022 - Feb 2023)
- Tastemade – Santa Monica, CA
  - Head of West Coast Sales & Brand Partnerships (2017 - 2022)
- Omnia Media – Culver City, CA
  - Senior Vice President, National Sales (2015 - 2017)

Education
- University of Southern Maine: M.A., Spiritual Psychology, SUNY Brockport: B.S., Health Science

KEY PERSONNEL

IPTV-ROCKBOT TEAM

Tyler D. Lenane
VP of Content & Programming - Rockbot
tyle@rockbot. • 917-294-4448
Location: Nashville, TN

Role/Responsibilities
Tyler is a results-driven media executive with over 25 years of leadership experience spanning business strategy, content development, platform innovation, and high-impact partnerships in the music and digital media industries. He has a proven track record of driving audience growth, launching and scaling new products, leading cross-functional teams, and executing strategic partnerships across both corporate and startup environments. Tyler has extensive expertise in music streaming, content licensing, digital radio, and community development.

Key Achievements
- Leads content and programming strategy across music and video platforms
- Co-founded Gimme Radio, growing to 100K+ users and 1600+ creators
- Raised $7M in capital and led successful ecommerce acquisition at Gimme Radio
- Built Apple Music's global carrier strategy and secured key iTunes partnerships
- Played a key role in Beats Music's strategy through Apple acquisition

Recent Job Experience
- Rockbot, Oakland, CA
  - VP of Content & Programming (February 2025 – Present)
- Apple Inc., Nashville, TN
  - Business Development, Apple Media Services, Retail (Contractor) (August 2023 – February 2025)
- Gimme Radio Inc., Nashville, TN
  - CEO and Co-founder (March 2017-April 2023)
- Apple Inc., Cupertino, CA
  - Business Development and Partner Marketing, iTunes and Apple Music (August 2014 – March 2017)

Education
- Benjamin N. Cardozo School of Law: J.D., cum laude
- Skidmore College: B.A., Philosophy

KEY PERSONNEL

IPTV-ROCKBOT TEAM

Jordan Darnall
Director, Customer Success - Rockbot
jordan@rockbot.com • 303-437-0456
Location: Raleigh, NC

Role/Responsibilities
Jordan leads Rockbot's Customer Success team, directly managing 10 specialists responsible for nurturing and growing the Managed book of Rockbot customers. He brings extensive experience in service delivery, customer success, and operations leadership across technology and SaaS companies.

Key Achievements
- Manages Rockbot's Customer Success team focused on supporting and growing key customer accounts
- Led teams across North America and Latin America to improve customer onboarding, success, and support at Scoro
- Managed Rockbot's top 10 key accounts, driving revenue and customer satisfaction
- Led cross-functional customer operations teams—including Sales, Project Management, Customer Success, and Marketing—at Locution Systems, driving process improvements to boost efficiency and remove barriers
- Created and led the company's first Customer Success program, boosting client retention and satisfaction at Providigm

Recent Job Experience
- Rockbot - San Francisco, CA (Remote)
  - Director, Customer Success (Apr 2024 - Present)
- Scoro - Tallinn, Estonia (Remote)
  - Head of Service Delivery, NA & LATAM (Oct 2022 - Apr 2024)
- Rockbot - San Francisco, CA (Remote)
  - Enterprise Account Director (Feb 2022 - Oct 2022)
- Locution Systems Inc. - Denver, CO
  - Customer Operations Manager (Dec 2019 - Jan 2022)
- Providigm - Denver, CO
  - Director of Sales & Client Success (Nov 2016 - Dec 2019)
- DISH Network
  - National Sales Operations Manager (Jun 2009 - Nov 2016)

DEDICATED BUR SALES TEAM

SALES

Daniel Anderson
Business Operations Manager
DanielAnderson@clearchannel.com • 610-674-6007
Location: Allentown, PA

Role/Responsibilities
Daniel is responsible for supporting proposed sales revenue for Clear Channel – Airports Division, leading a strong and robust team of Business Operations Managers. In addition, he is responsible for achieving market sales budgets for 15 large airport marketing programs and 54 local/regional airports and oversees a combined portfolio of more than $355 million. Daniel works closely with all business operations managers, sales team members and leadership for all departments developing appropriate marketing tactics, nurturing client relationships, leading airport tours and ensuring successful client deals and best practices on all fronts. He will be your business operations manager and support Stephanie Stein, your assigned account executive for all local and regional sales.

Key Achievements
- Managed the National team with just the largest airports in Clear Channel Airports portfolio
- Achieved a market sales budget of over $12 million as the business operations manager at Seattle-Tacoma International Airport
- Oversaw media program installation and maintenance at Ronald Reagan Washington National, Dulles International and Philadelphia International Airports.
- Exceeded budget by double-digit percentage in 2022

Experience
- Clear Channel Airports
  - Director, National Markets (2020-present)
  - Business Operations Manager (2017-2020)
  - Operations Manager MWAA (2016-2018)
  - Operations Manager PHL (2013-2016)

Education
- Drexel University: Master's Degree, Construction Management, Engineering
- West Chester University of Pennsylvania: Bachelor of Arts Degree, Psychology

DEDICATED BUR SALES TEAM

SALES

Katie Dellegrotti,
Vice President, Sales
KatieDellegrotti@clearchannel.com • 310-755-7229
Location: Torrance, CA

Role/Responsibilities
Katie serves as Vice President of Sales for Clear Channel Outdoor Airports, a role she's held since 2017. She leads relationships with major media agencies and drives direct partnerships with leading tech and entertainment brands, including Apple, Google, Amazon, Paramount Pictures, ServiceNow, and Cisco. Katie's strategic approach and creative execution earned her a Bronze Obie Award for her work on Disney's Inside Out, and she is a three-time recipient of CCO's Quarterly Contributor Award. Before joining Clear Channel, Katie held sales leadership roles where she consistently ranked as a top producer across West Coast markets.

Liz Looney
Sales Director
LizLooney@clearchannel.com • 310-755-7385
Location: Torrance, CA

Role/Responsibilities
Liz leads national airport sales for Clear Channel Airports, representing the largest suite of airport advertising assets in North America. Since joining the company in April 2023, she has been responsible for selling both digital and static media to national agencies, buying services, and direct clients. Her work includes developing scalable advertising solutions, conducting customer needs assessments, and creating proposals that drive measurable results.

In her first full year, Liz earned the 2024 Sales Budget Achievement award. She brings more than 11 years of sales leadership experience from Captivate and JCDecaux, where she consistently exceeded quotas, earned multiple performance awards, and built lasting client partnerships.

DEDICATED BUR SALES TEAM

SALES

David Criscitelli
Vice President, Sales
DavidCriscitelli@clearchannel.com • 510-446-7234
Location: Torrance, CA

Role/Responsibilities
David Criscitelli joined Clear Channel Outdoor in 2024 as Director of Sales. He brings over 15 years of advertising sales experience, with a strong history of driving revenue growth and building lasting client relationships across local, regional, and national markets. He's worked across a wide mix of industries, including CPG, telecom, legal services, automotive, QSR, beverage, health, finance, and tech, and brings a thoughtful, results-driven approach to every partnership. Before joining Clear Channel, David was Vice President at Meruelo Media, where he led sales for a cluster of four radio stations in Los Angeles. During his time there, he consistently outperformed the market and managed an annual sales budget exceeding $60 million.

Emily Martin-Fickes
Senior Account Executive
EmilyMartinFickes@clearchannel.com • 610-674-6093
Location: Allentown, PA

Role/Responsibilities
As your assigned account executive, Emily will develop strong relationships with local, regional and national brands and agencies in your market to encourage participation in your airport media program, ensure a robust advertiser portfolio and support high retention rates for your program. Using a strong customer service approach, Emily will develop media plans that will help advertisers achieve their business goals. She will continually work to expand your Airport's economic influence in the community through its airport media program. Prior to joining Clear Channel in 2017, Emily held positions in marketing and development and recreation and wellness.

DEDICATED BUR SALES TEAM

SALES

Tom Britton
Vice President Sales
TomBritton@clearchannel.com • 310-755-7350
Location: Los Angeles, CA

Role/Responsibilities
Tom oversees the local sales team for our biggest market and is responsible for all revenue sold into the Los Angeles DMA (roadside inventory). His team of 27 Account Executives augment the CCO Airports team's revenue stream by working with hundreds of brands based in Southern California. Tom has over 21 years of advertising sales experience across both the digital and outdoor media. Prior to joining Clear Channel, Tom led national, regional, and local sales teams at Microsoft, AOL/Verizon Media, Global Eagle Entertainment and Firefly.

Nick Sicam
Director of National Partnerships
NickSicam@clearchannel.com • 310-755-7279
Location: Redondo Beach, CA

Role/Responsibilities
With 7+ years in media and national sales, I currently lead high-value brand partnerships at Clear Channel Outdoor, where since 2020 I've managed and grown strategic relationships with powerhouse clients such as The Walt Disney Studios Company (including Disney Studios, Disney Channels, FX Networks, ABC Entertainment, Hulu), Netflix, T-Mobile, and Constellation Brands. I bring a proven track record of delivering results through deep collaboration with client direct teams, planning agencies, and OOH buyers. My approach is rooted in partnership, innovation, and driving measurable impact through tailored Out-of-Home strategies that move business forward.

DEDICATED BUR SALES TEAM

SALES

Meredith Haggerty,
Vice President, Sales
MeredithHaggerty@clearchannel.com • 415-613-4609
Location: San Francisco, CA

Role/Responsibilities
Meredith is responsible for brand direct and agency sales of national and local/regional brands throughout northern California, Portland and Hawaii. Key accounts include Barracuda Networks, VMWare, Charles Schwab, Virgin America, Google, Lyft and Genentech. Since joining Clear Channel Airports in 2008, Meredith has increased revenue at San Francisco International Airport from $9.8 million to $20 million in 2015. Previously, she was the northern California senior account executive for Clear Channel Outdoor, having joined the company in 1999. Meredith is the recipient of the Clear Channel President's Club Award several times, the Chairman's Club Award, and the Outworks Award. Meredith is a member of the San Francisco Travel Association and secretary of the SFO Rotary Club.

David Owen
Sales Director
DavidOwen@clearchannel.com • 415-787-6402
Location: Northern California

Role/Responsibilities
David oversees sales, operations and airport relations, working closely with Clear Channel's national sales team to champion the airport, drive creative advertising campaigns and develop innovative advertising concepts that consistently deliver maximized revenue for the City. David joined Clear Channel as director of sales in February 2022, quickly establishing himself as a sales leader, earning a quarterly sales award in his first year. Leveraging Clear Channel's expansive network, he built a multi-million-dollar client portfolio by strategically cross-selling across 60 commercial airports, 120 Signature Flight terminals and traditional out-of-home media. David actively engages with professional organizations where his creative airport advertising campaigns received multiple award nominations.

DEDICATED BUR SALES TEAM

SALES

Daniela Zea
Campaign Planner – Clear Channel Outdoor
DanielaZea@clearchannel.com • 310-755-7251
Location: Whittier, CA

Role/Responsibilities
Daniela Zea is a Campaign Planner on the Campaign, Planning & Strategy Team at Clear Channel Outdoor. She works closely with national sales teams to develop strategic, well-structured proposals that bring client campaigns to life. From responding to RFPs to compiling research and visuals, Daniela plays a key role in coordinating the planning process and ensuring everything runs smoothly behind the scenes. Her work helps align internal teams and drive effective, results-focused advertising solutions.

Key Achievements
- Develops clear, well-organized campaign proposals that drive success for national sales teams at Clear Channel Outdoor
- Communicates and coordinates effectively with clients, media agencies, and operations to support smooth advertising sales in Los Angeles (CCO)
- Delivered top-tier guest services for high-profile attendees at SoFi Stadium
- Supported programmatic Hispanic media sales at Worldlink LLC by enhancing campaign execution and billing processes
- Boosted brand engagement as LA Weekly Brand Ambassador by consistently achieving subscriber goals at local events
- Leverages bilingual Spanish and conversational French skills to improve cross-team and client communications

Recent Work Experience
- Clear Channel Outdoor
  - Campaign Planner, Campaign, Planning & Strategy Team (Present)
  - Sales Assistant, Los Angeles Local Team (Sept 2021 – NOT SURE)
- Sofi Stadium
  - Premium Guest Experience (Aug 2021 – Present)
- Worldlink LLC – Univision Dept.
  - Hispanic Media Sales Assistant (Jan 2018 – Sept 2021)
- LA Weekly
  - Brand Ambassador (Jan 2018 – Mar 2020)

Education
- San Jose State University: Bachelor's in Public Relations, Minor in French

Skills
- Bilingual: Spanish (fluent), French (fluent)
- Tools: Word, Excel, Adobe Creative Cloud, Office, Salesforce, Wide Orbit

DEDICATED BUR SALES TEAM

MARKETING

Brooke Koller
Marketing Manager
BrookeKoller@clearchannel.com • 610-674-6178
Location: Allentown, PA

Role/Responsibilities
Brooke manages the development of marketing collateral and will assist your business operations manager with the generation of promotions and sponsorships for BUR. In addition, she produces market-specific content and research using various tools such as Kantar, Nielsen and Scarborough; organizes, updates, releases and archives marketing collateral; provides client, category and industry research and insights; and supports sales teams. Brooke also helps to formulate innovative marketing strategies and presents marketing concepts to sales teams.

Key Accomplishments
- Oversaw marketing efforts for Port Authority of New York and New Jersey airport when CCA assumed the advertising program
- Managed marketing collateral during the pandemic to educate advertisers on passenger recovery and insights

Experience
- Clear Channel Airports
  - Marketing Manager (2020-Present)
  - Marketing Coordinator (2016-2020)
  - Travel and Events Manager (2015-2016)

Education
- The Pennsylvania State University: Bachelor of Arts Degree Public Relations and Advertising

SENIOR MANAGEMENT

Morten Gotterup
President
MortenGotterup@clearchannel.com • 732-859-8451
Location: Allentown, PA

Role/Responsibilities

Morten provides the strategic vision for the continued growth of Clear Channel Airports, its leadership role in the airport advertising industry and the appropriate response to the unprecedented turmoil caused by COVID-19. With an emphasis on partnership, he continues to evolve solutions so that brands and airports can successfully interact with and impact consumers and travelers in the airport environment. Morten is responsible for the overall direction of the company, including finance, operations, procurement, and sales and marketing. Building on his extensive experience, he leads Clear Channel Airports in the development of sponsorship opportunities that allow the most influential and recognizable brands to reach key business decision-makers and affluent consumers in the captive airport environment. Morten identifies and nurtures potential business relationships while deepening existing partnerships to achieve revenue performance goals and to drive growth.

Key Achievements

- Increased CCA's digital revenues by 44 percent
- Won a 12-year, $1 billion agreement, the largest contract in the history of the airport media industry
- Launched the nation's first all-digital airport media program
- Successfully led CCA through the pandemic, building strong relationships with airport partners and advertisers during a time of tremendous industry upheaval

Experience

- Clear Channel Airports: President (2017-Present)
- Westfield Corporation: SVP, Global Brand Ventures (2012-2017)
- Kinetic Worldwide: EVP, Business Development (2012)
- Avvio.com: Managing Director, WebAds (2010-2011)
- LiteLogic Ltd.: CEO (2007-2010)
- Clearview Cinemas: SVP and General Manager (2000-2005)
- MovieFone: VP, Sales (1993-1999)

Education

- Pepperdine University: Master's Degree, International Business
- Saint Mary's College: Bachelor's Degree, History

SENIOR MANAGEMENT

John Moyer
Senior Vice President, Development and Operations
JohnMoyer@clearchannel.com • 610-217-6352
Location: Allentown, PA

Role/Responsibilities

John oversees the teams and personnel that provide airport partner customer management, development and operations activities. His driving goal is to create an enhanced experience for guests (passengers), advertisers and sponsors that maximizes airport revenue and added value. He provides planning, creative solutions and strategic direction for the management and growth of individual airport advertising programs and Clear Channel Airports' overall airport portfolio and works to ensure that goals and objectives of individual media projects and airport partners are achieved.

Key Achievements

- Instrumental in growing CCA into the leading U.S. airport advertising and sponsorship provider
- Directed the successful pursuit of a highly coveted, 12-year, $1 billion contract to reimagine advertising and sponsorship opportunities at Port Authority of New York and New Jersey airports, including John F. Kennedy International, LaGuardia and Newark International
- Led CCA to 13 innovation and design awards from Airports Council International

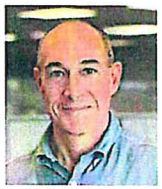
Experience

- Clear Channel Airports
  - SVP, Development and Operations (2015-Present)
  - VP, Airport Development (2010-2014)
  - Airport Development Director (2003-2010)
  - Sales Manager, Interspace Airport Advertising (1998-2002)
- Monografie S.R.L.: Editor and Partner (1992-1996)
- Junior Colony Inc.: Advertising Manager (1989-1991)

Education

- New England College: Bachelor of Arts Degree
- Saint Xavier University: MBA Program
- The Jack Welch Management Institute: MBA Program

SENIOR MANAGEMENT



Jon Sayer
Senior Vice President, National Sales
JonSayer@clearchannel.com • 347-802-5416
Location: Chicago, IL

Role/Responsibilities
Jon leads and oversees all facets of national sales for Clear Channel with a special focus on new business development and Fortune 1000 and Fortune 500 accounts while deepening existing relationships with major media clients and their agencies. Jon joined Clear Channel in 2013. Under his leadership, marketing, analytics and digital sales have expanded leading to significant increases in digital revenue. He has 20 years of management-level experience in sales and marketing and digital analytics at various media companies including Comcast Media 360, Walt Disney Company and World Wrestling Entertainment.

Key Achievements
- Grew national sales by 32 percent
- Increased digital sales by 138 percent
- Expanded marketing and analytics capabilities

Experience
- Clear Channel Airports: SVP, National Sales (2013-Present)
- Comcast: VP, National Sales (2011-2013)
- The Walt Disney Company: VP, Sales (2003-2011)
- World Wrestling Entertainment: VP, Integrated Sales (1995-2003)

Education
- University of Wisconsin-Madison: Bachelor of Arts

SENIOR MANAGEMENT

Pam Horn
Senior Vice President, Strategic Partnerships
PamHorn@clearchannel.com • 248-219-5930
Location: Detroit, MI

Role/Responsibilities

Pam promotes and oversees an integrated, multichannel sales strategy across Clear Channel Outdoor's comprehensive sales network and third-party partners to maximize the firm's broad and deep corporate footprint. This unified sales approach is particularly attractive to advertisers who want to make a media buy in both airport and outdoor media through a single source. For more than 18 years, Pam, who began her tenure with us selling at DTW, has provided strong sales leadership at Clear Channel, achieving national and regional sales objectives using a proven consultative approach.

Key Achievements

- Achieved national and regional sales objectives using a proven consultative approach
- Initiated and trained a research marketing services team that continues to be instrumental in serving advertising clients
- Launched a creative solutions team that helps to build new sales and marketing opportunities
- Launched marketing efforts for traditional, digital, alternative and developing media as well as local/regional and national/international advertising sales, opening up numerous new advertiser categories
- Increased organic national sales revenue by more than $40 million in six years
- Increased territory revenue by $3 million in two years in a new acquisition market

Experience

- Clear Channel Airports
  - SVP, Strategic Partnerships (2017-Present)
  - SVP, National Sales and Marketing (2013-2017)
  - VP, National Sales (2007-2013)
  - Sales Manager, Midwest Region (2006-2007)
- General Manager, Detroit Metropolitan Wayne County Airport (2004-2006)
- Dawber & Company: EVP, Sales and Marketing (2002-2004)
- The Lamar Corporation
  - VP, National Sales (1998-2002)
  - Sales Manager (1998)
- Adams Outdoor Advertising: General Manager (1997-1998)
- Gannet Outdoor Group (now Outfront)
  - General Manager (1994-1997)
  - Business Development Manager (1991-1994)

Education

- Northwood University: Master of Business Administration
- Michigan State University: Bachelor of Arts

SENIOR MANAGEMENT

Devon J. Pychinka
Vice President, Sales Operations
DevonPychinka@clearchannel.com • 610-674-6123
Location: Allentown, PA

Role/Responsibilities

Devon ensures the success of revenue for each airport media program in the Clear Channel Airports' portfolio. Her team develops key sales strategies, sources leads, identifies critical market verticals and participates in high-level sales presentations in markets as needed. Devon also strategizes and oversees the sales processes and systems used by all Clear Channel Airports account executives such as the tools used to generate advertiser proposals and CRM systems that capture sales activity so advertisers are served effectively and efficiently from initial inquiry to the signing of a contract. In addition, Devon manages the sales support team and process ensuring that local, regional and national brands across the country can easily advertise in any Clear Channel Airports partner airport.

Key Achievements

- Implemented Salesforce as a way to track sales pipelines and activities for all CCA account executives, including all Clear Channel sales RFPs generated by the sales support team.
- Managed the rollout of RADARView®, a data-driven tool that helps advertisers reach their target audience; and Geopath, which captures impressions delivered by a particular media display

Experience

- Clear Channel Airports
  - VP, Sales Operations (2020- present)
  - VP, Local/Regional Sales (2018-2020)
  - Director, Import Sales (2017-2018)
  - National Import Sales Manager (2012-2017)
  - Proposal Coordinator (2011-2012)
  - Team Sales Manager (2008-2011)
  - Project Sales Manager (2007-2008)
  - Marketing Consultant (2006-2007)

Education

- Shippensburg University of Pennsylvania: Bachelor of Science Degree

SENIOR MANAGEMENT

Wade Rifkin
Senior Vice President, Programmatic Sales, Clear Channel Outdoor Americas
WadeRifkin@clearchannel.com • 212-812-0070
Location: New York, NY

Role/Responsibilities

Wade develops new ways to make Clear Channel Outdoor Americas' media inventory available for programmatic buying and establishes partnerships within the ad tech space to facilitate programmatic transactions.

Key Achievements

- Launched the nation's first programmatic private marketplace (PMP) for digital out-of-home ad buying
- Introduced Clear Channel Outdoor's inventory to the $82 billion U.S. programmatic marketplace

Experience

- Clear Channel Outdoor Americas: SVP, Programmatic (2016-Present)
- ShareThis: VP, Programmatic Partnerships (2014-2016)
- DigitasLBi_US: VP, Programmatic (2014)
- Digitas: VP, Group Media Director (2010-2013)
- Wieden + Kennedy: Digital Media Supervisor (2008-2010)
- Moxie Interactive: Digital Planner (2007-2008)
- Zenith Media: Media Planner (2005-2007)

Education

- University of Connecticut: Bachelor of Arts, Communications

SENIOR MANAGEMENT

Natalie Miller
Senior Corporate Counsel
NatalieMiller@clearchannel.com • 610-674-6070
Location: Pittsburgh, PA

Role/Responsibilities

As Senior Corporate Counsel, Natalie brings expertise in acquisitions, real estate and municipal matters. She supports the outdoor business by drafting, negotiating and consulting for key markets. She brings experience on both the business and legal sides of companies, and this versatility is integral in creating processes to increase efficiencies. Natalie will provide legal advice and guidance on a wide range of business matters. She will effectively communicate with local officials to obtain permits, licenses and approvals. She will also address questions regarding contracts and other legal matters throughout the agreement term with your Airport. Before joining Clear Channel in 2021, Natalie worked for Crown Castle as a senior attorney and is a Current Board Member of the Western Pennsylvania Association of Corporate Counsel.

Key Achievements

- Integral in creating processes to increase efficiencies within the organization
- Supported the outdoor business in key markets in acquisitions, real estate matters and municipal matters
- Committed Volunteer to CASA (Court Appointed Special Advocates) where she advocates for children who are involved in the court system as a result of abuse and neglect

Experience

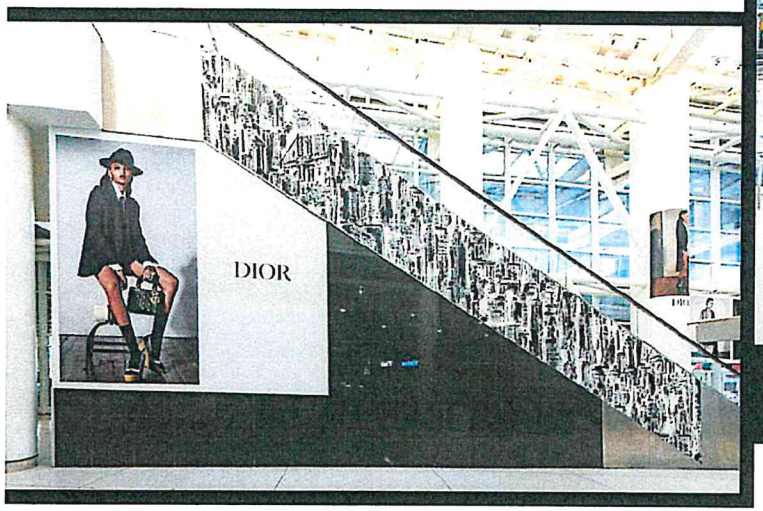
- Clear Channel Airports
  - Senior Corporate Counsel (2021-Present)
- Crown Castle
  - Senior Attorney (2020-2021)
  - Attorney (2018-2020)
  - Real Estate Specialist (2017-2018)
- Babst, Calland, Clement and Zomnir
  - Associate Attorney (2012-2017)

Education

- Duquesne University: Bachelor of Arts, Psychology
- Thomas R. Kline School of Law of Duquesne University: Juris Doctor, Law and maintained inventory across a large portfolio of airports

Written Assurance

From BUR RPT project development, to program implementation to real-time content management and ongoing service – we are committed to being a partner that grows with BUR intentionally and responsibly. Clear Channel affirms that all key personnel listed in this proposal will perform the roles and responsibilities as outlined. No substitutions or reassignments will be made without prior written approval from the Authority. Our commitment to project continuity and accountability is unwavering, and all personnel are prepared to support the Authority from project initiation through ongoing operations.



John F. Kennedy International Airport, (JFK) Branded Environment

> *"What easily could have been a tumultuous process became a true labor of love. This included many late nights and weekends together...The result of the execution was nothing short of exceptional. My team and I will forever be grateful and always feel confident directing our business your way."*
>
> *– **Kaitlyn Gobbo**, Senior Director, Digital Marketing and Media, Christian Dior Couture*

5 ELEVATE BUR

5: PROPOSED APPROACH

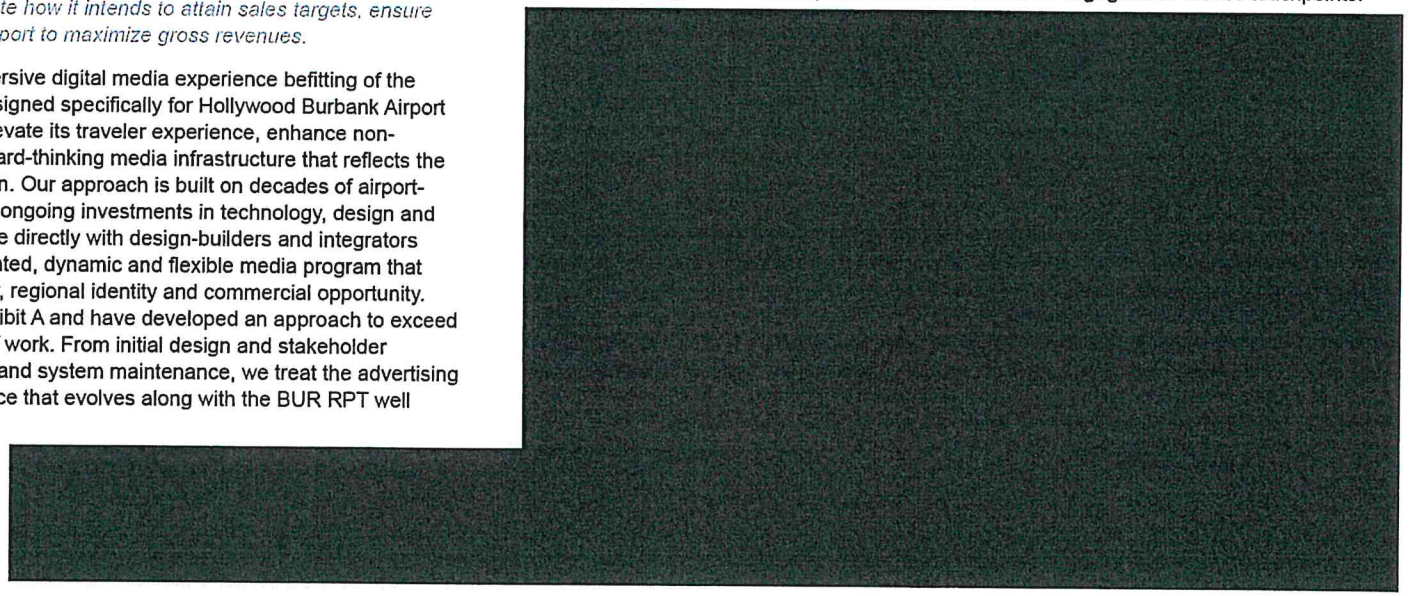
Describe the services and activities that your firm proposes to provide the Authority. Include the following information:
a. Describe your firm's proposed approach to services and activities described in Exhibit A. Include information on the overall service tasks to demonstrate your understanding of the Authority's advertising program and IPTV needs.
b. Detail the allocation of tasks within Respondent's team and describe the involvement of Authority staff in the process.
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 services described 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.
d. Provide comprehensive management, operational, and marketing plans, including detailed strategies. Plans shall demonstrate how it intends to attain sales targets, ensure product quality, and deliver consumer support to maximize gross revenues.

Clear Channel is ready to deliver an immersive digital media experience befitting of the media capital of the world and custom-designed specifically for Hollywood Burbank Airport (BUR). We understand BUR's vision to elevate its traveler experience, enhance non-aeronautical revenue and implement forward-thinking media infrastructure that reflects the unique personality of the airport and region. Our approach is built on decades of airport-specific media expertise and bolstered by ongoing investments in technology, design and creative services. Our team will collaborate directly with design-builders and integrators familiar with the RPT to craft a fully integrated, dynamic and flexible media program that responds to changing passenger behavior, regional identity and commercial opportunity. We have studied the goals outlined in Exhibit A and have developed an approach to exceed all expectations of the Authority's scope of work. From initial design and stakeholder collaboration to real-time content delivery and system maintenance, we treat the advertising and IPTV program as a dynamic experience that evolves along with the BUR RPT well beyond its grand opening.

a. OUR PROPOSED APPROACH TO SERVICES AND ACTIVITIES IN EXHIBIT A

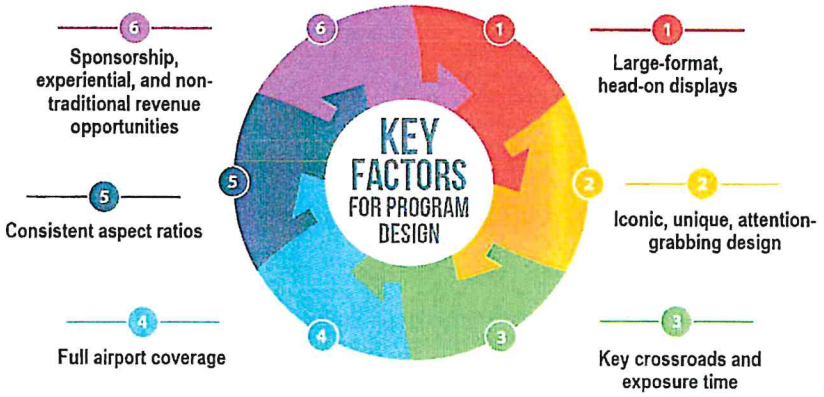
The Burbank-Glendale-Pasadena Airport Authority seeks a qualified Concessionaire to deliver a best-in-class Advertising and IPTV Program within the new Replacement Passenger Terminal (RPT). The overarching goals are to elevate the digital environment, maximize return on investment (ROI), enhance the passenger experience and align the Airport with Hollywood/Burbank's identity, including upcoming global events such as Super Bowl 2027 and the 2028 Summer Olympics. Clear Channel is the clear choice.

We view the BUR advertising and IPTV program not just as a media platform, but as an extension of the Airport's customer service mission. We will design and deliver an integrated mix of static, digital and IPTV displays that do more than promote brands. They support the traveler journey, reflect the Airport's character and invite engagement across touchpoints.



Our proposed approach is grounded in four key pillars:

1. **Providing BUR's Desired Media Program**
   We typically begin by aligning display placement and design with key movement patterns throughout BUR and by accommodating advertiser demand patterns. For this proposal, and as directed in the RFP, our approach precisely follows the Authority's desired and prescribed plan for asset placement. Advertisers, however, are a critical piece of this partnership. We anticipate excitement and additional requests as the amazing new terminal opens and matures. We have taken the liberty to include some design concepts as thought-starters and for future consideration. These are concepts that we were working on prior to the Authority confirming in Addendum 1 that it is not open to modifying the locations in the RFP exhibit maps prior to the opening of the RPT. Again, these assets are presented for future consideration only, and they are not included in our proposal in terms of capital investment or revenue potential. This process involved incorporating path-of-travel analysis, behavioral insights and architectural constraints to determine which types of media might resonate most at each location. Throughout our design process, we prioritize universal accessibility, aesthetic cohesion and modular infrastructure to keep the program nimble and compliant with ADA requirements.



2. **Innovative Digital Media and IPTV Integration**
   We propose a fully integrated digital media program that supports interstitial and anamorphic content, along with a variety of packaging and pricing options designed to accommodate any advertiser's budget. Our plan follows the Authority's desired framework and includes high-resolution digital assets at the prescribed locations and sizes, with optional custom gold-trimmed framework to further integrate into terminal aesthetics.

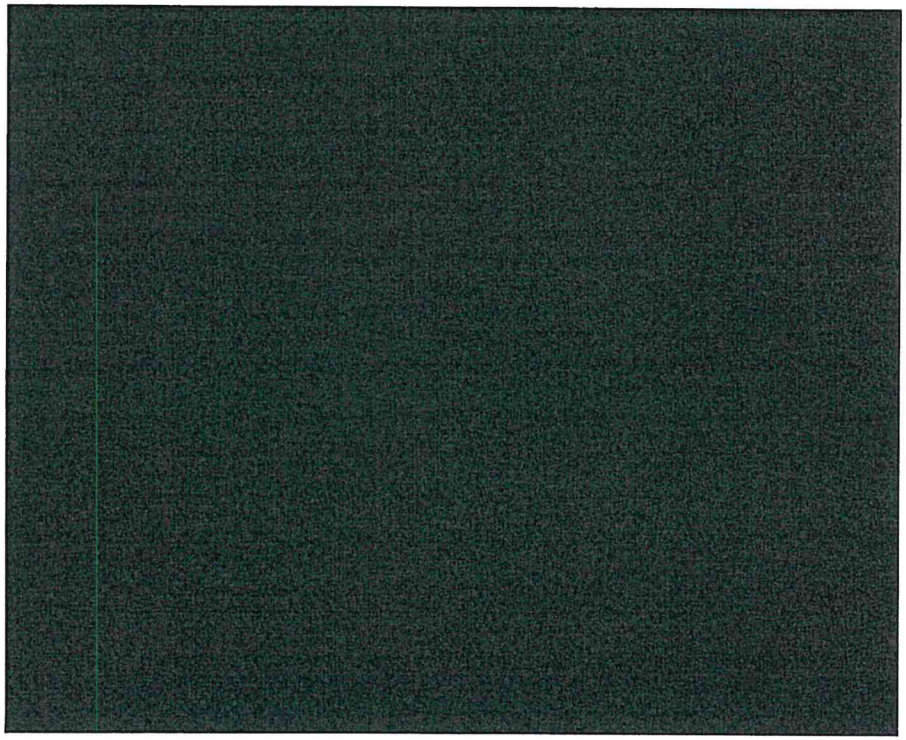
In partnership with Rockbot, we will create and provide IPTV programming that integrates with the advertising network to deliver relevant, curated content, information and entertainment across BUR's concourses. Leveraging best-in-class CMS platforms, including support for EVIDS/DCMS feeds, our IPTV framework enables the Airport to communicate directly with passengers while creating new monetization opportunities through split-screen and branded content features.

Our media platform supports high-resolution dynamic displays, including 3D anamorphic capabilities and ultra-high-definition (UHD) formats for key locations such as ticketing and baggage claim. We will utilize real-time data tools to optimize content rotation and drive higher engagement.

Austin-Bergstrom International Airport (AUS)
Direct View Digital Network

3. **Localized Creative, National Reach**
   Our in-house creative services team works hand-in-hand with advertisers to develop content that is relevant to their brand and that incorporates local identity when appropriate. In addition, we offer our available digital inventory to BUR to promote its new terminal, special announcements or other relative passenger data and our design team is available to support BUR and those initiatives in design and placement.

We have also partnered with Burbank-based Folks VFX to create hyper-local content that provides a unique and unmistakably Burbank-Hollywood experience at BUR, which includes localized and anamorphic digital content. At BUR, we will highlight the cultural vibrancy of Burbank, Glendale, Pasadena and the greater Los Angeles region, exploring opportunities to align with regional tourism campaigns, city branding efforts and film/media-related partnerships, and will tap into our national brand relationships to bring best-in-class creative that feels tailored to BUR.



4. Strategic Capital Investment and Lifecycle Management

Our solution is underpinned by responsible capital investment and a phased deployment model that enables scale while minimizing disruption. All infrastructure will be selected with durability, maintenance efficiency and long-term flexibility in mind. Our design includes digital in each of the RFP's prescribed location, both in terms of initial investment and appropriately timed mid-term capital refurbishment, which all digital assets will require between year five and year seven of the lease. We manage every element of the digital display lifecycle—from procurement and installation to content management and software updates.

Additional Considerations Included in Our Approach:

- **Revenue Strategy:** Our team brings extensive experience managing revenue performance at high-traffic airports. We will build a transparent rate card with flexible packaging (national, regional and local), implement programmatic advertising solutions and provide BUR with detailed revenue reporting, including return on investment (ROI), ad rotation, campaign engagement and inventory utilization analytics.
- **Testing and Commissioning:** Prior to opening, we will execute comprehensive system testing and commissioning. This includes display calibration, brightness and color quality control, IPTV feed testing and full acceptance walk-throughs with airport representatives. Final question and answer documentation will be submitted to confirm operational readiness.
- **Content Development and Multilingual Delivery:** We will prepare and/or support editorial, advertising, and community content in multiple languages, as appropriate. Templates will be developed for rapid message deployment such as city campaigns and event promotions, and all content will comply with accessibility requirements for audio and visual delivery.

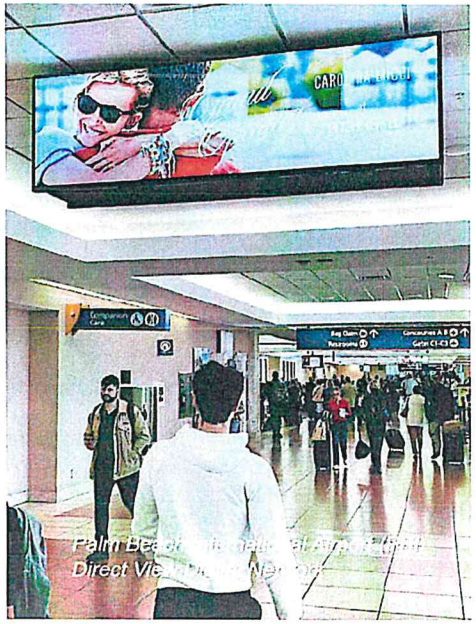
b. ALLOCATION OF TASKS WITHIN THE TEAM AND AUTHORITY STAFF INVOLVEMENT

Our team structure is purpose-built for airport success. For BUR, our corporate project manager will coordinate the workstreams across our outdoor team, creative, sales, marketing, operations and legal departments. Each department is led by professionals with deep aviation experience and a track record of collaborative delivery. Our organizational chart included within this proposal demonstrates all of the resources we will dedicate to the BUR RPT project, with specialized teams for implementation, sales and marketing, content creation and management and ongoing operations.

The Authority's role will be critical to support the tight RFP, selection, negotiation and design approval timeline that has been outlined in the RFP and pre-proposal meeting. There is no time to spare; and Clear Channel's existing relationships and successful project history with Corgan and Rosendin will be essential in achieving advertising program completion by August 2026. Authority staff involvement, after RPT opening, will mainly be to coordinate staff access (secure badging) for ongoing sales and operational activities, and to offer guidance and approval for any additional advertiser requests or questionable advertising content, as needed. We have airport partners who want daily involvement and we have others who prefer us to operate more independently. We welcome either approach with BUR stakeholders and will build in recurring check-ins, creative reviews and operational updates to keep all parties aligned. Our CMS platforms also allow for shared access so the Authority can monitor programming and performance in real time. We will adapt to BUR's needs, but in any event, you will find Clear Channel to be an experienced, professional, capable and trusted partner.

Our new state-of-the-art media program designed and managed by Clear Channel enhances our passenger experience while capturing the attention of all passengers, a huge plus for our advertisers...the comprehensive, head-on digital network throughout the concourses has helped to meet the demands of a robust group of current advertisers while attracting new brands to grow benchmark revenues.

Ray Walter
Deputy Director of Airports – Real Estate & Concessions



c. UNIQUE ASSETS, EXPERTISE AND COMPETITIVE ADVANTAGE

Few firms in the world offer Clear Channel's combination of airport specialization, national advertiser relationships, in-house creative development and technology-forward digital experience.

WHAT SETS US APART AT BUR:

- **Integrated Digital Media, IPTV and EVIDS Design:** Our ability to deliver a seamless fusion of advertising and informational content using both Clear Channel-owned and Airport-operated digital real estate (if desired)
- **ADA-First Digital Engineering:** Committed to universal access and special requirements.
- **National Sales Infrastructure with Local Roots:** While we operate one of the largest national airport advertising networks, our Southern California sales team is already hard at work gauging interest from our out-of-home advertisers who may have interest in adding the new BUR digital assets to their media plan.
- **Creative Services with Regional Relevance:** Our creative directors and designers build immersive, culturally attuned campaigns that elevate local pride while drawing global brand attention.

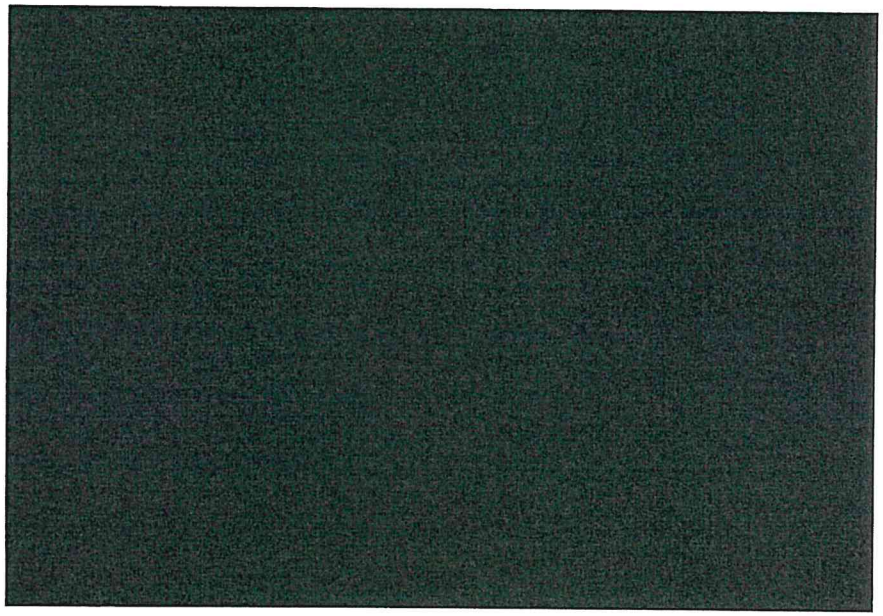
CLEAR CHANNEL BUR ADVERTISER KEY TARGETS

The Americana at Brand
Paramount Pictures
Pasadena Playhouse
Warner Bros.
Hollywood Bowl
Netflix
Universal Studios Hollywood
UCLA Health
The Walt Disney Company

BUR RPT Program Design

While the Authority has thoughtfully prescribed the asset type, size and placement within the RPT to align with its objectives, Clear Channel took careful consideration to the architecture of your new terminal, as well as the finishes that were featured in the numerous renderings made available on the Elevate BUR website. We feel that additional modest investment in subtle gold-trimmed frames will truly enhance the look and feel of the advertising program in a way that reflects the glamour of Hollywood.

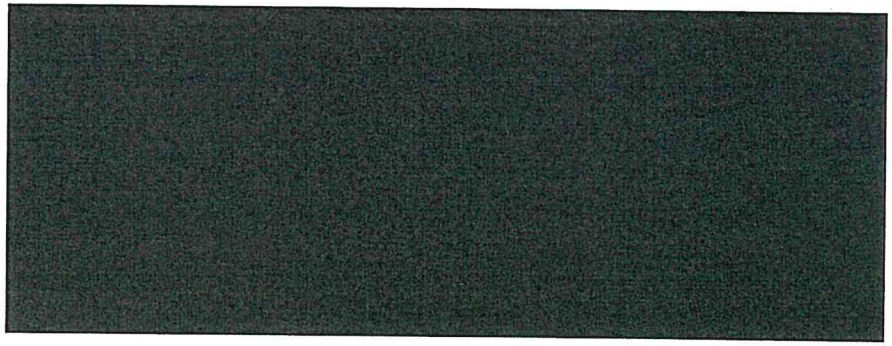
Our advertising signage will support the design-build goals for BUR's RPT by creating an appealing atmosphere for travelers while minimizing visual distractions and clutter.

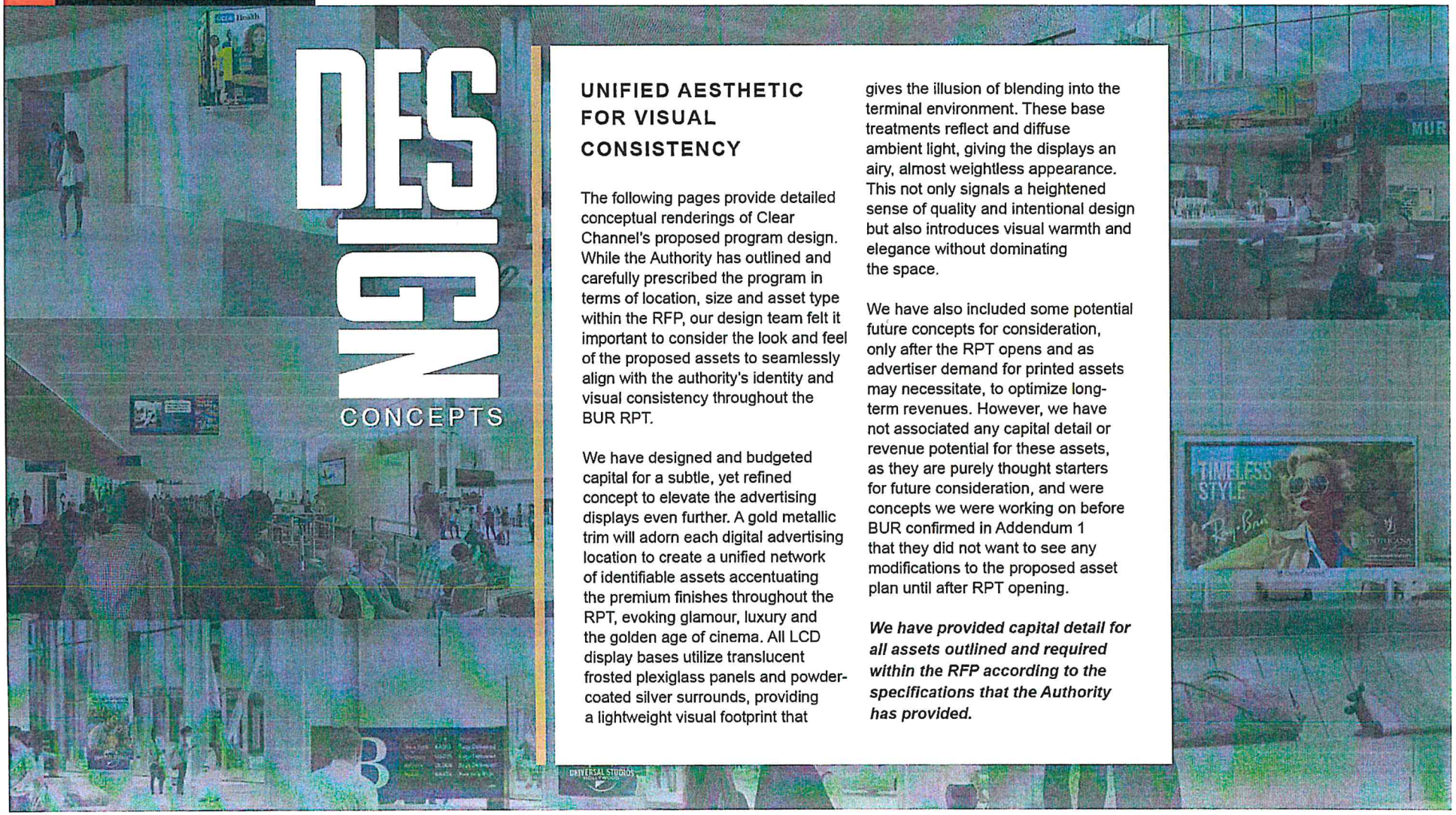


At BUR, our design approach is guided by several key goals of your airport media program:

- Implementing varied advertising platforms, including advanced technology displays.
- Utilizing space effectively to maximize the impact of advertising.
- Following the footprint outlined by the Authority in the RFP, per clarifications in the Question & Answer period.
- Embracing modern advertising methodologies.
- Ensuring designs that unify with BUR facilities, present aesthetic appeal and align seamlessly with the Airport's ambiance and surroundings.
- Ensuring that the advertising infrastructure is designed to support 3D anamorphic advertising, including video and custom localized sense of place creative / artwork.
- Ensuring that the IPTV system provides reliable, high-definition content delivery for both entertainment and information purposes, seamlessly integrating with airport operations to enhance the overall passenger experience.

Clear Channel is committed to accessibility for all customers and complies with the Americans with Disabilities Act (ADA), ensuring that electronic and information technology is accessible to everyone. Clear Channel's experienced design, engineering, project and properties teams are highly knowledgeable about ADA requirements. As early as 1990, when the ADA became law, Clear Channel designed and incorporated display cases with a depth of 3.5 inches, well within the 4-inch technical limit set by ADA regulations for protruding objects. This was a first in the airport advertising industry, and we will continue this standard at BUR.





DESIGN CONCEPTS

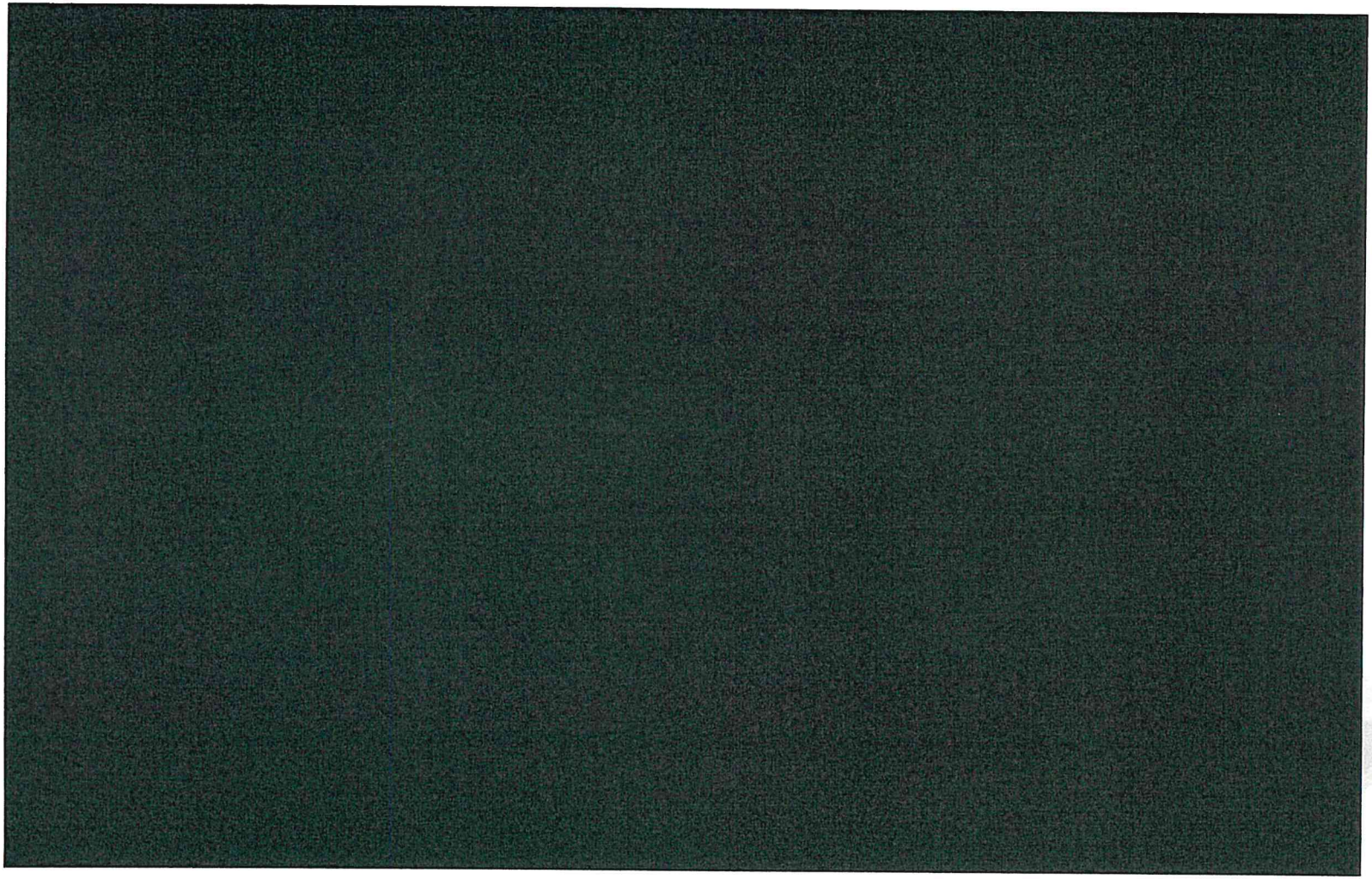
UNIFIED AESTHETIC FOR VISUAL CONSISTENCY

The following pages provide detailed conceptual renderings of Clear Channel's proposed program design. While the Authority has outlined and carefully prescribed the program in terms of location, size and asset type within the RFP, our design team felt it important to consider the look and feel of the proposed assets to seamlessly align with the authority's identity and visual consistency throughout the BUR RPT.

We have designed and budgeted capital for a subtle, yet refined concept to elevate the advertising displays even further. A gold metallic trim will adorn each digital advertising location to create a unified network of identifiable assets accentuating the premium finishes throughout the RPT, evoking glamour, luxury and the golden age of cinema. All LCD display bases utilize translucent frosted plexiglass panels and powder-coated silver surrounds, providing a lightweight visual footprint that gives the illusion of blending into the terminal environment. These base treatments reflect and diffuse ambient light, giving the displays an airy, almost weightless appearance. This not only signals a heightened sense of quality and intentional design but also introduces visual warmth and elegance without dominating the space.

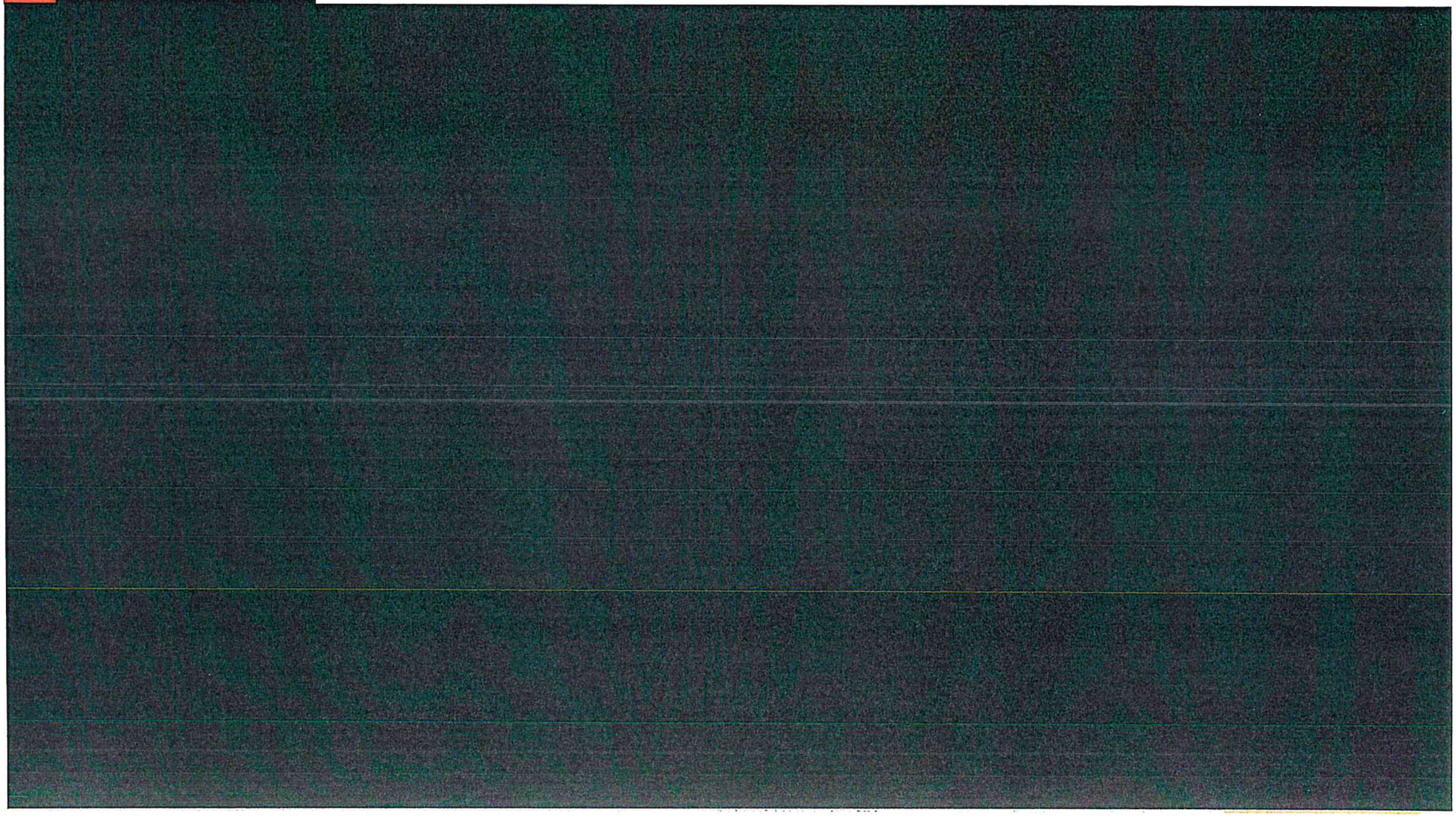
We have also included some potential future concepts for consideration, only after the RPT opens and as advertiser demand for printed assets may necessitate, to optimize long-term revenues. However, we have not associated any capital detail or revenue potential for these assets, as they are purely thought starters for future consideration, and were concepts we were working on before BUR confirmed in Addendum 1 that they did not want to see any modifications to the proposed asset plan until after RPT opening.

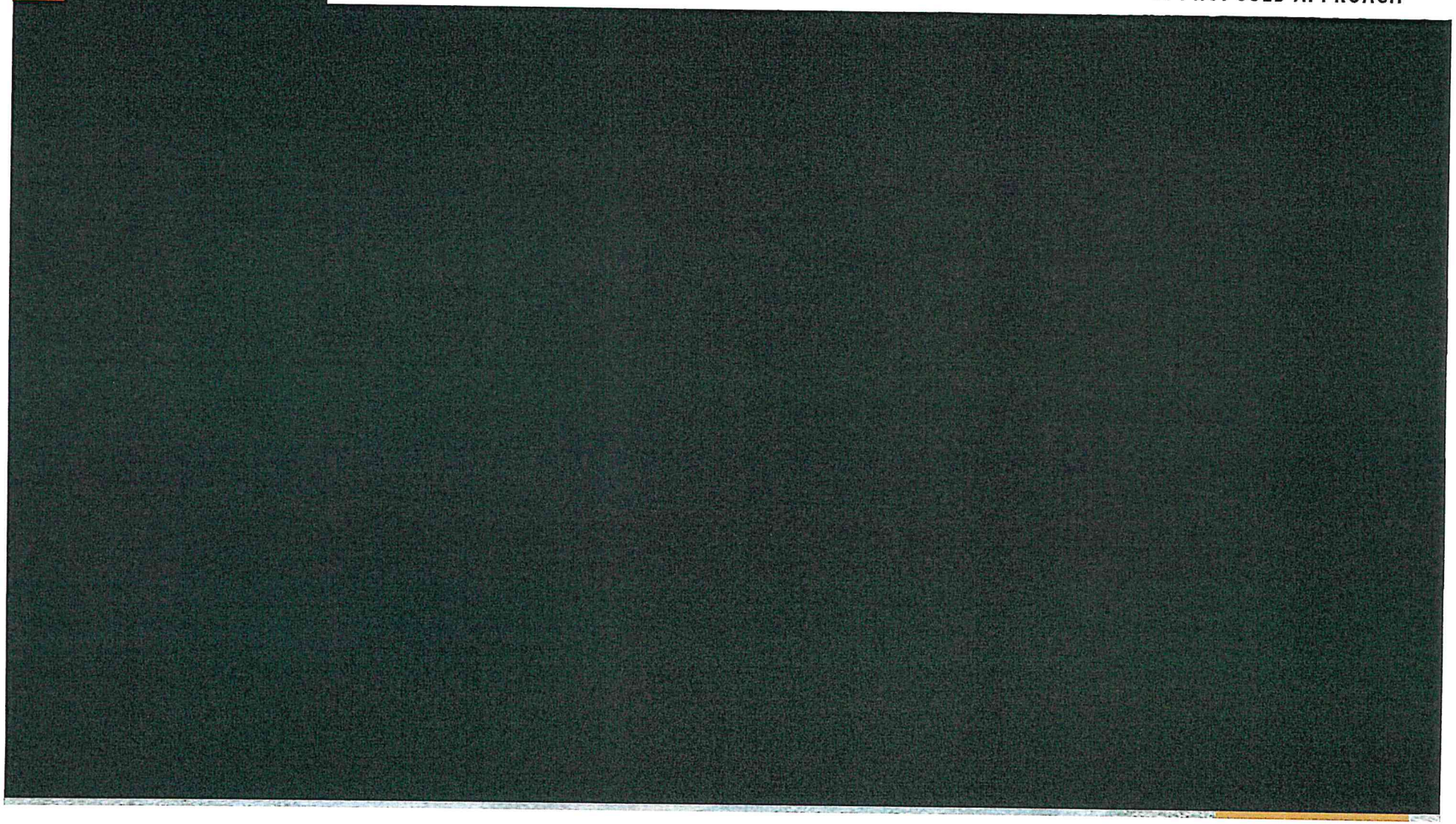
We have provided capital detail for all assets outlined and required within the RFP according to the specifications that the Authority has provided.



Cohesive Design Meets Functional Impact

As part of the custom-designed advertising program at the new Hollywood Burbank Airport terminal, Clear Channel Airports has developed a suite of integrated media elements that align seamlessly with the airport's architectural vision that blends elegance, simplicity, and sophistication. Drawing direct inspiration from the Elevate BUR design language, our advertising elements are crafted to feel native to the terminal's environment while upholding the premium standards of quality expected by both the airport and its passengers.





LED Digital 360 Columns

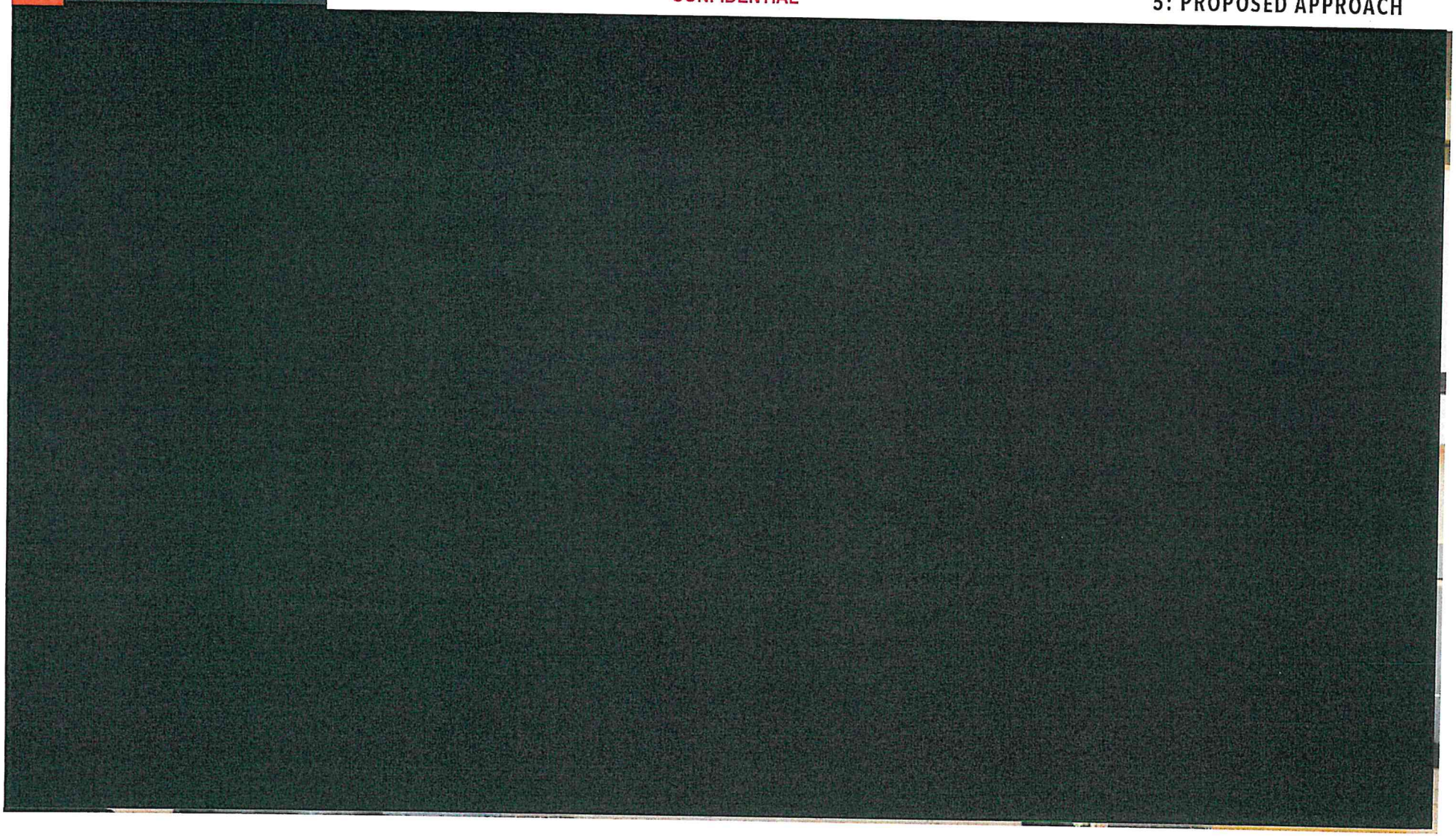
DA-5, DA-7

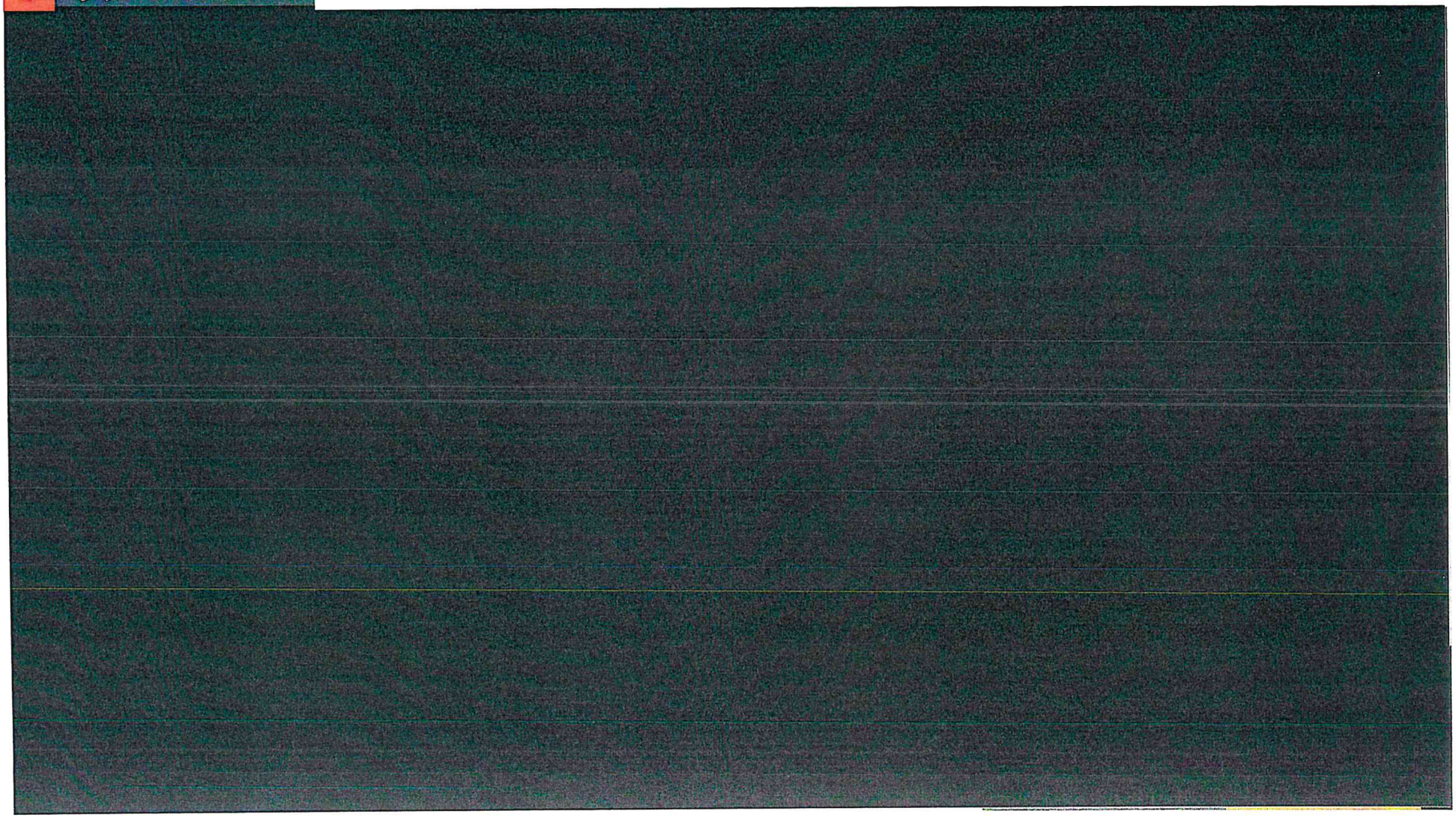
A pair of 7-feet tall high-resolution curved LED video walls will wrap around the entire circumference of the columns in baggage claim, lending themselves perfectly for interactive, motion-picture-quality and anamorphic content. Each asset will include a customized gold trim and silver or white base mounting for optimal design integration.

Proposed Design Concept (BUR)

CONFIDENTIAL

5: PROPOSED APPROACH





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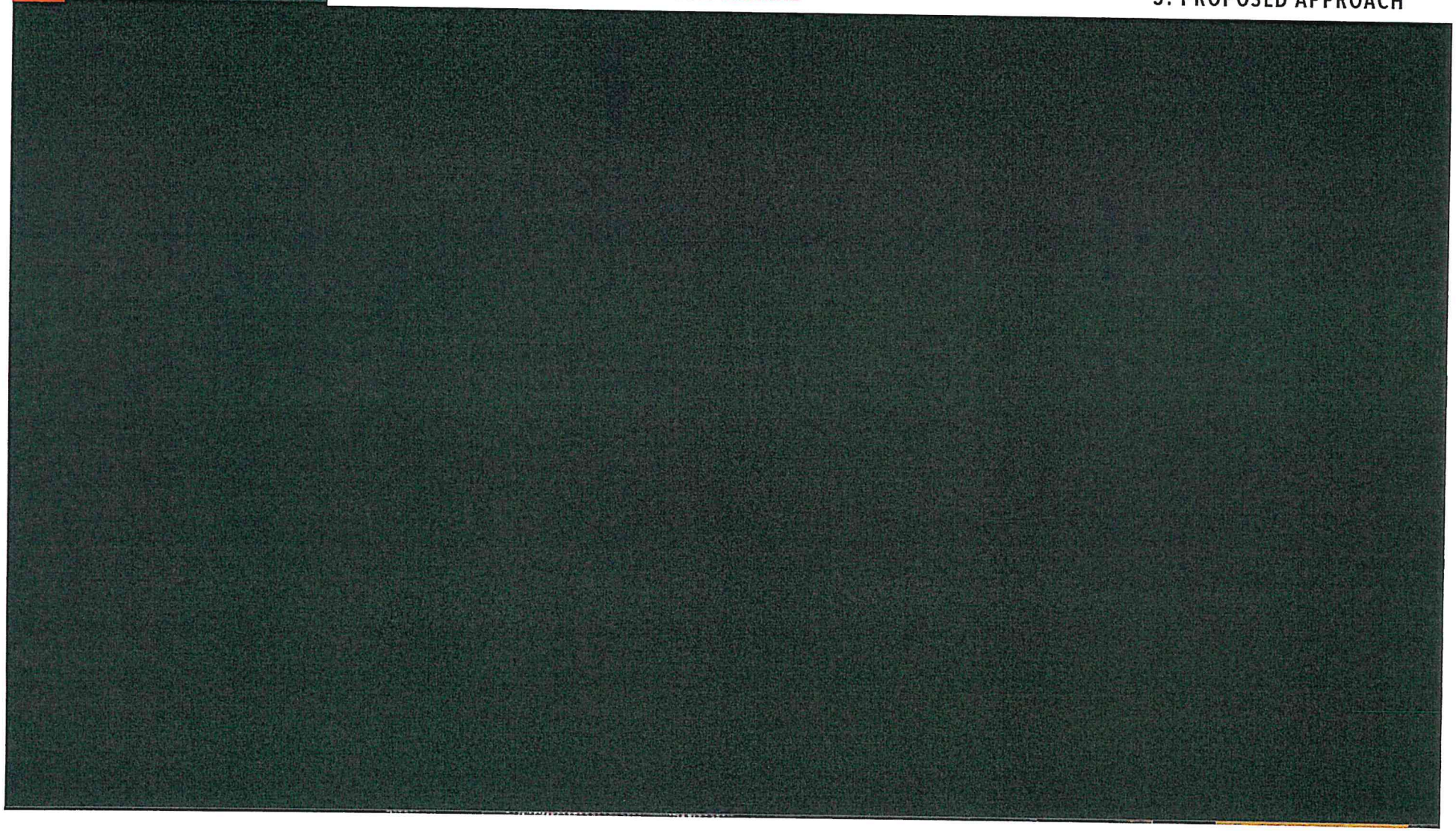

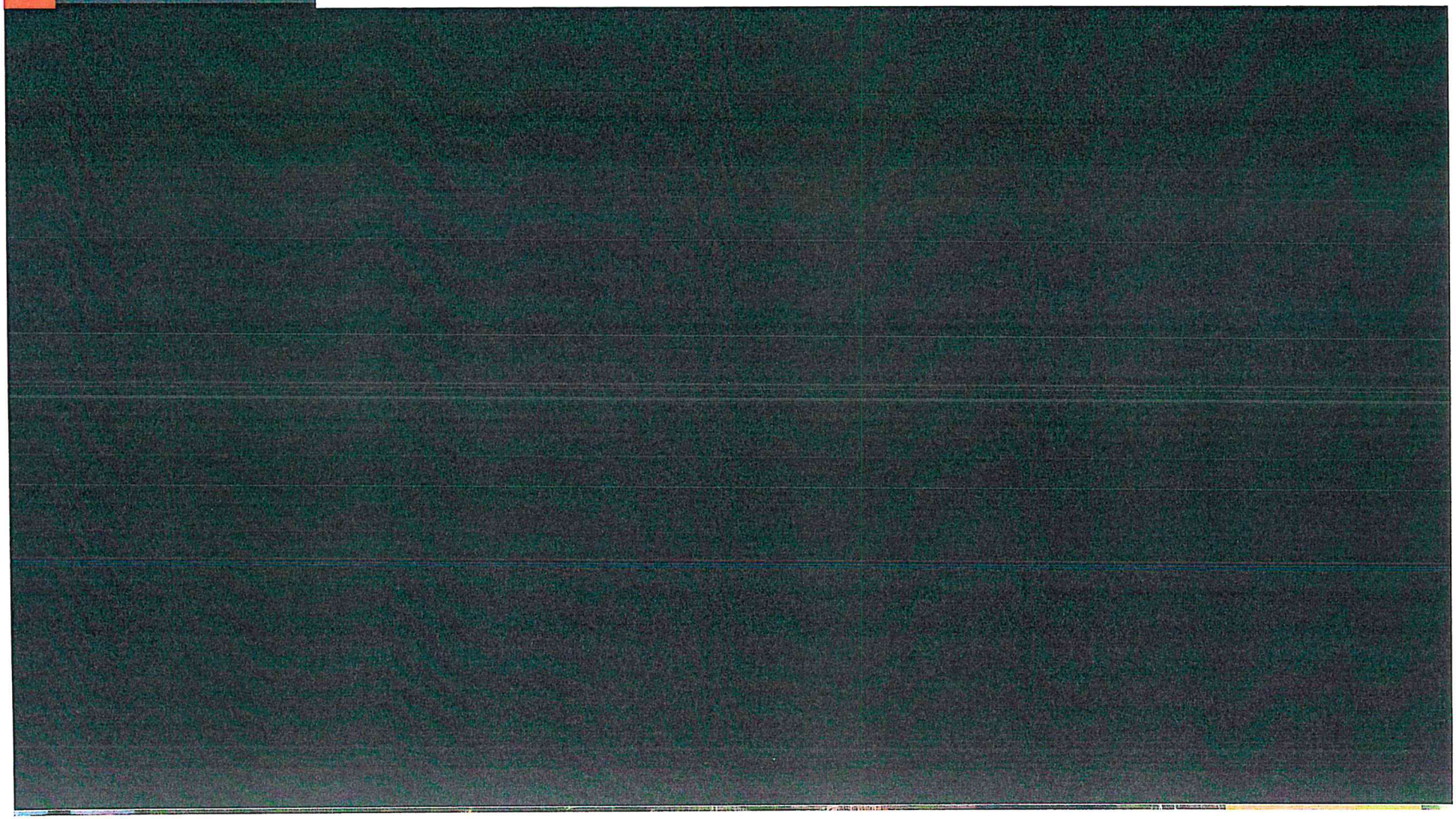

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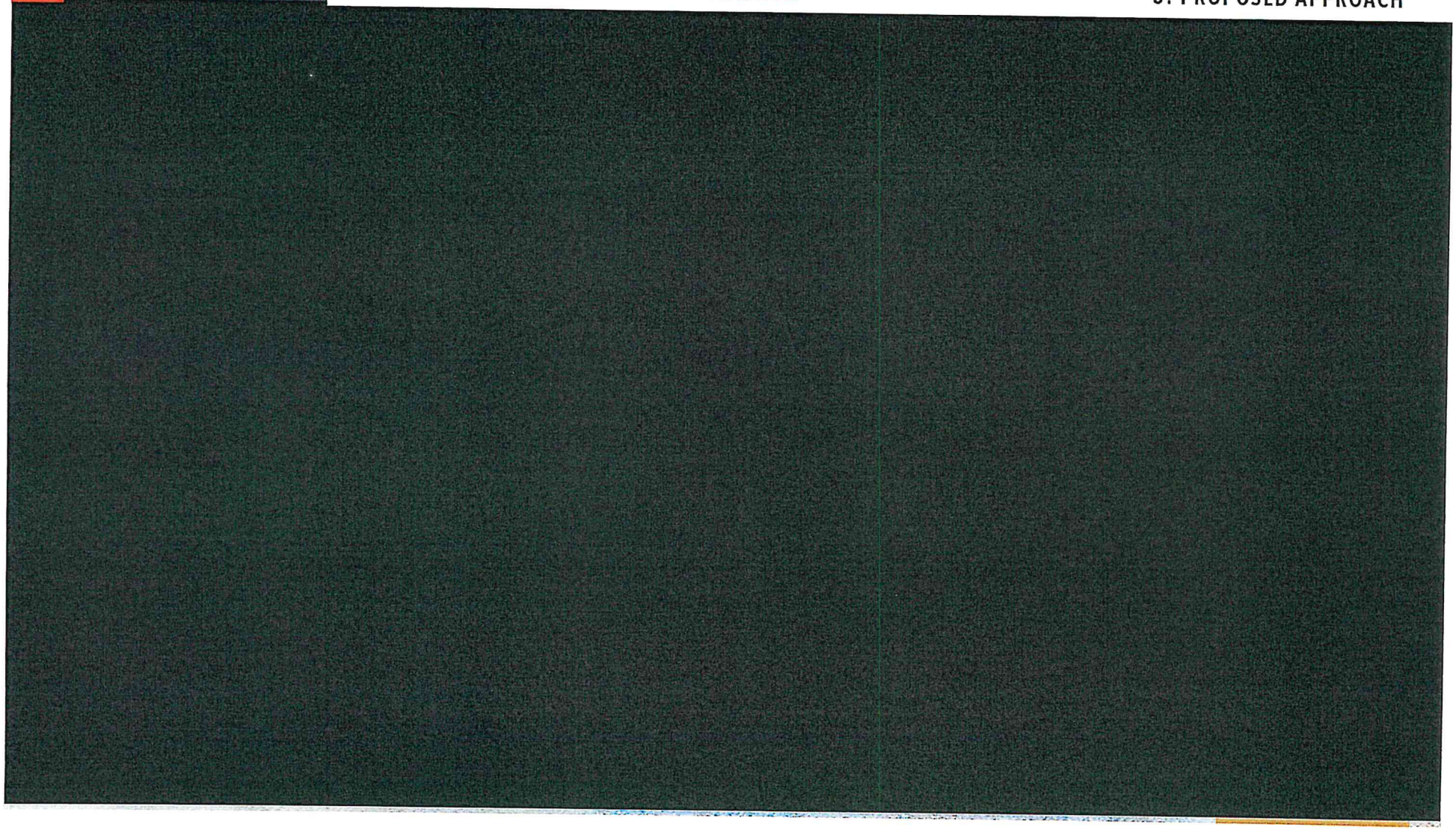
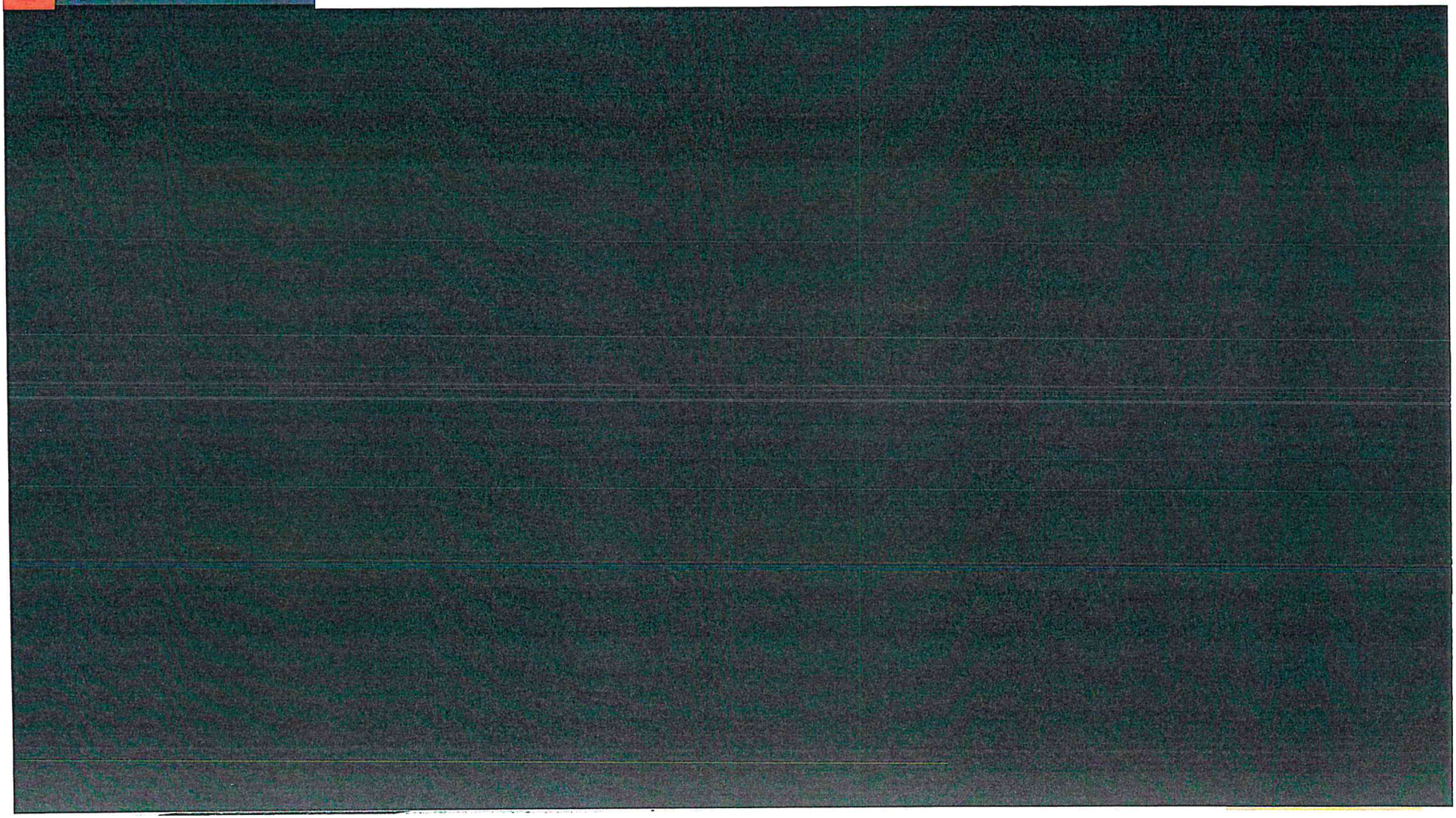
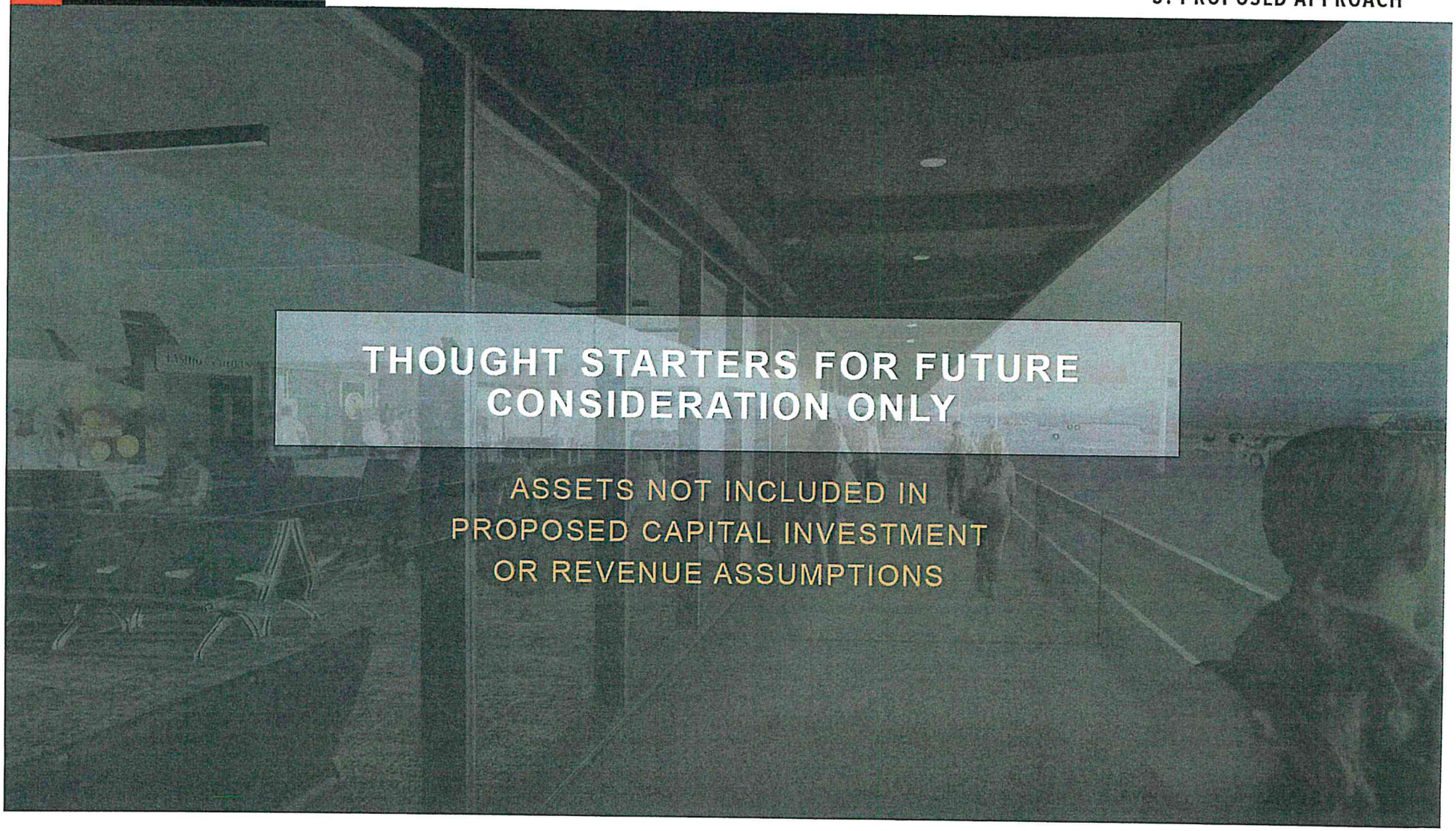
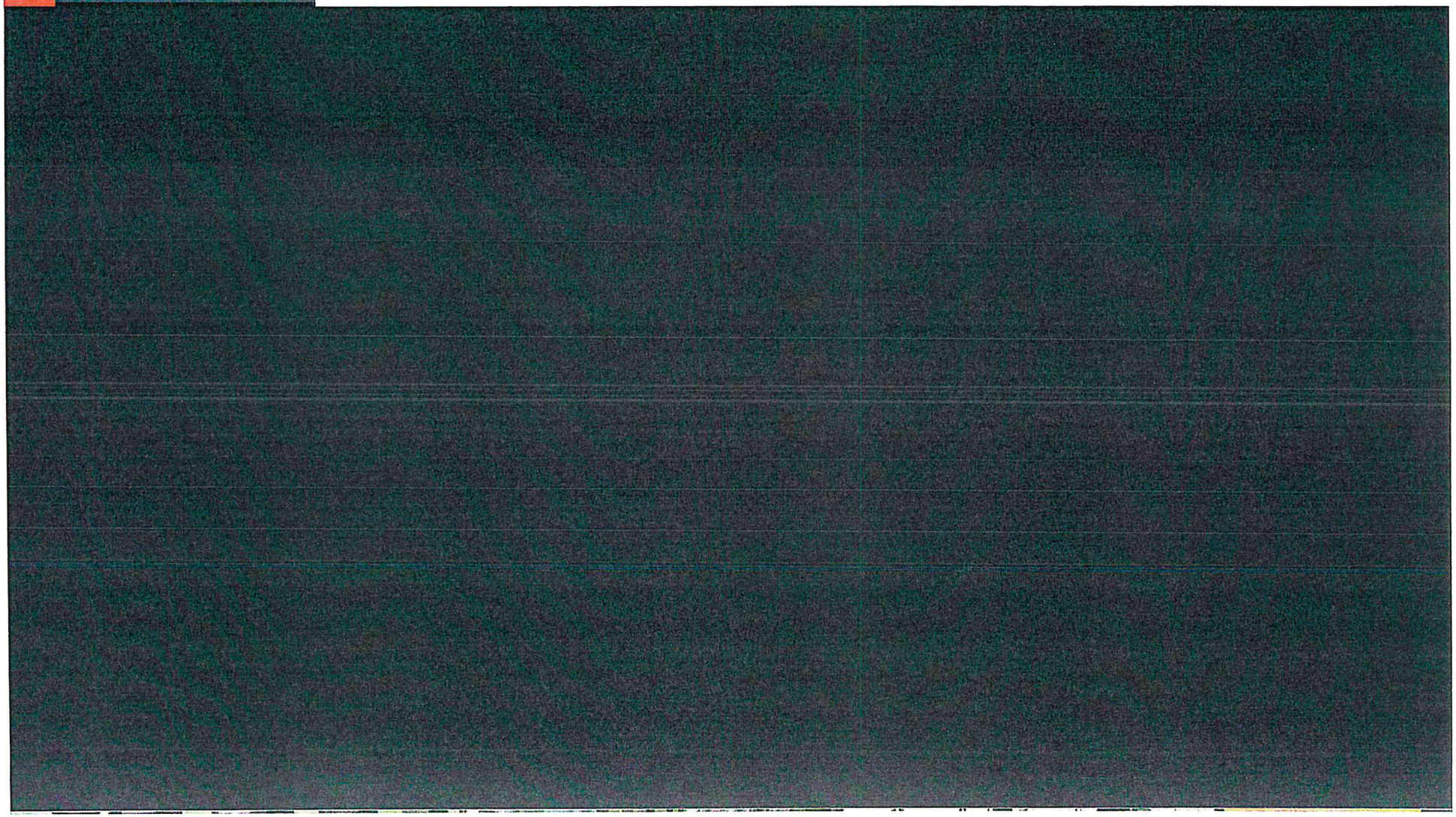






THOUGHT STARTERS FOR FUTURE CONSIDERATION ONLY

ASSETS NOT INCLUDED IN PROPOSED CAPITAL INVESTMENT OR REVENUE ASSUMPTIONS



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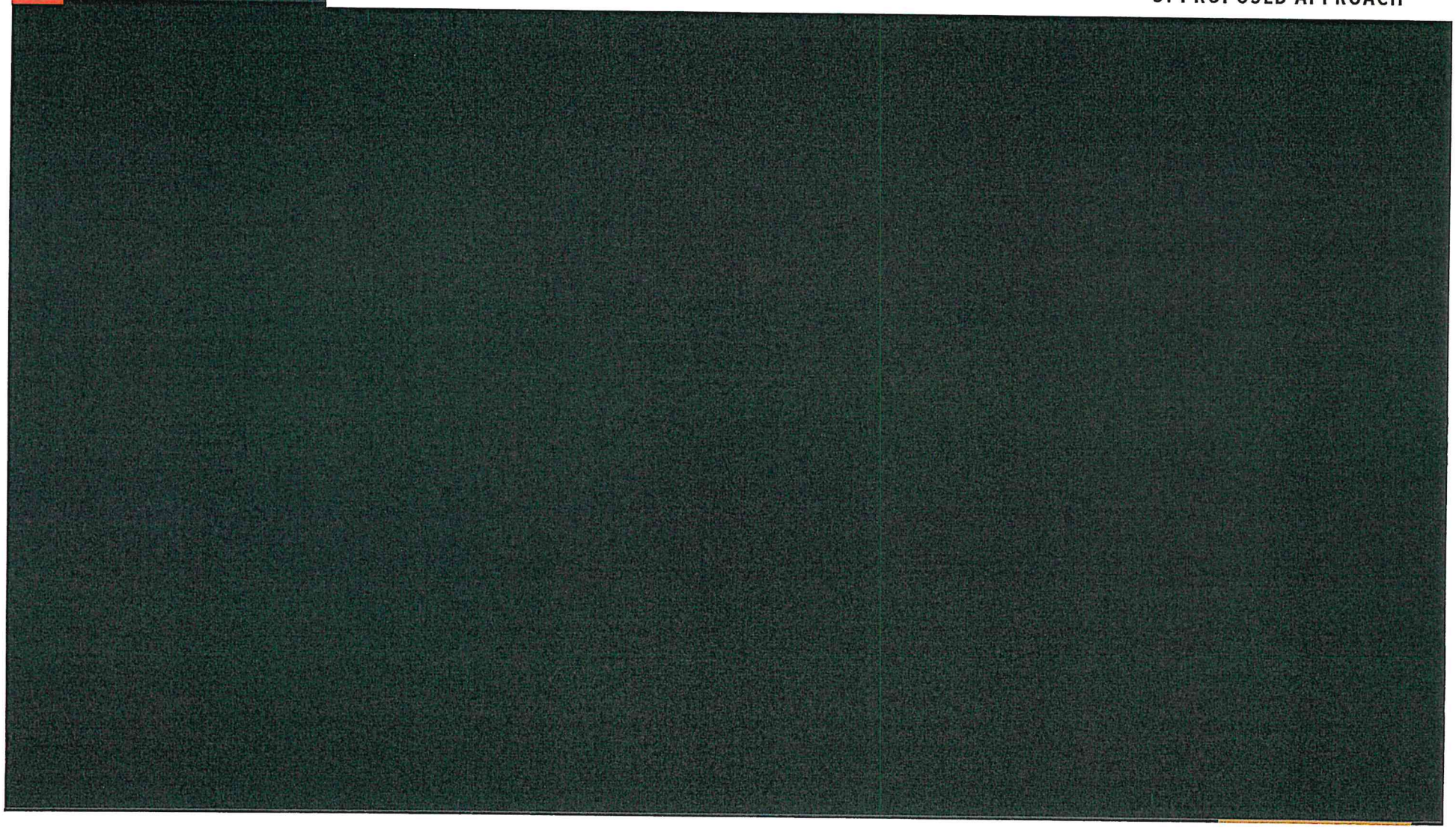
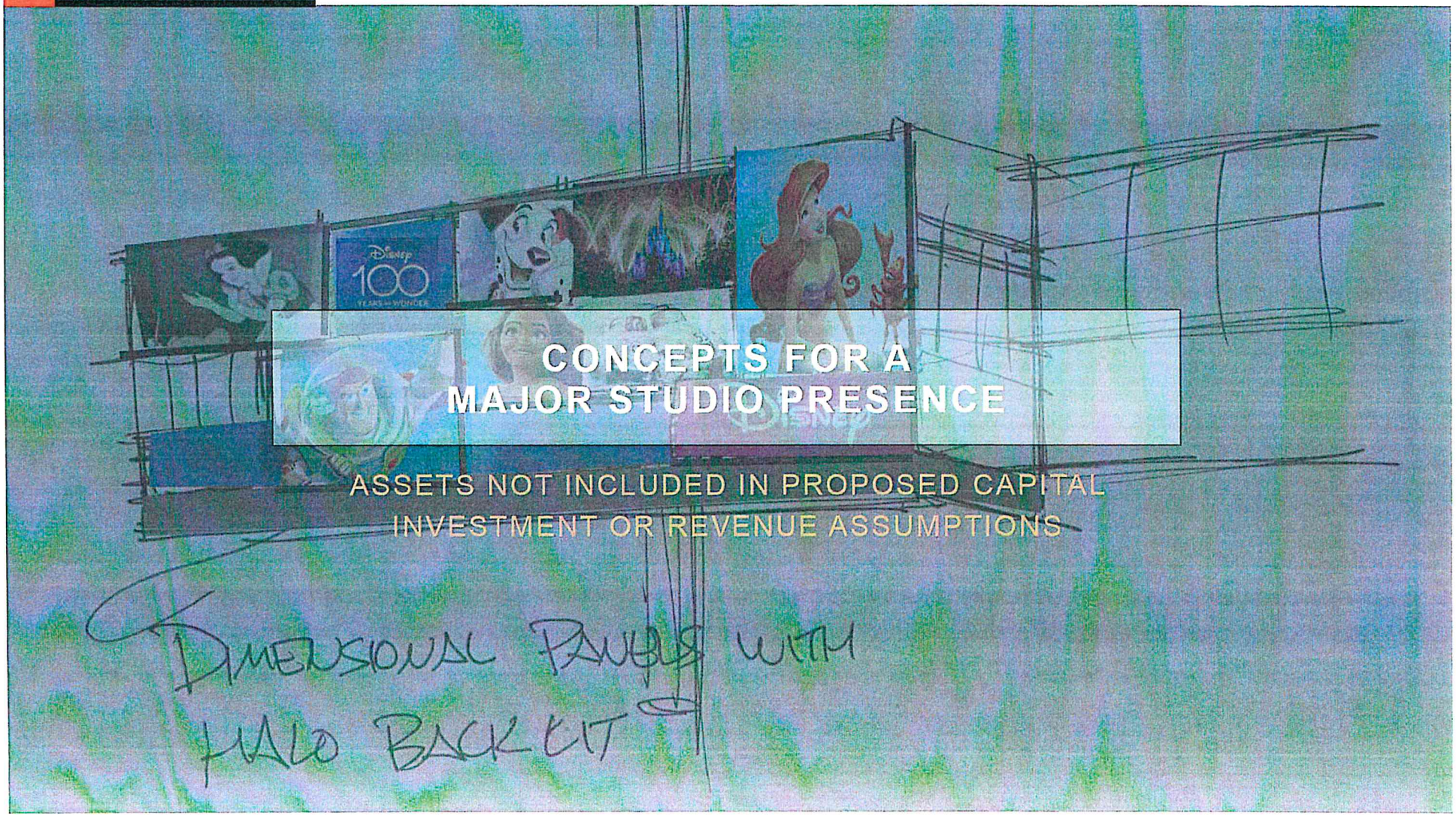
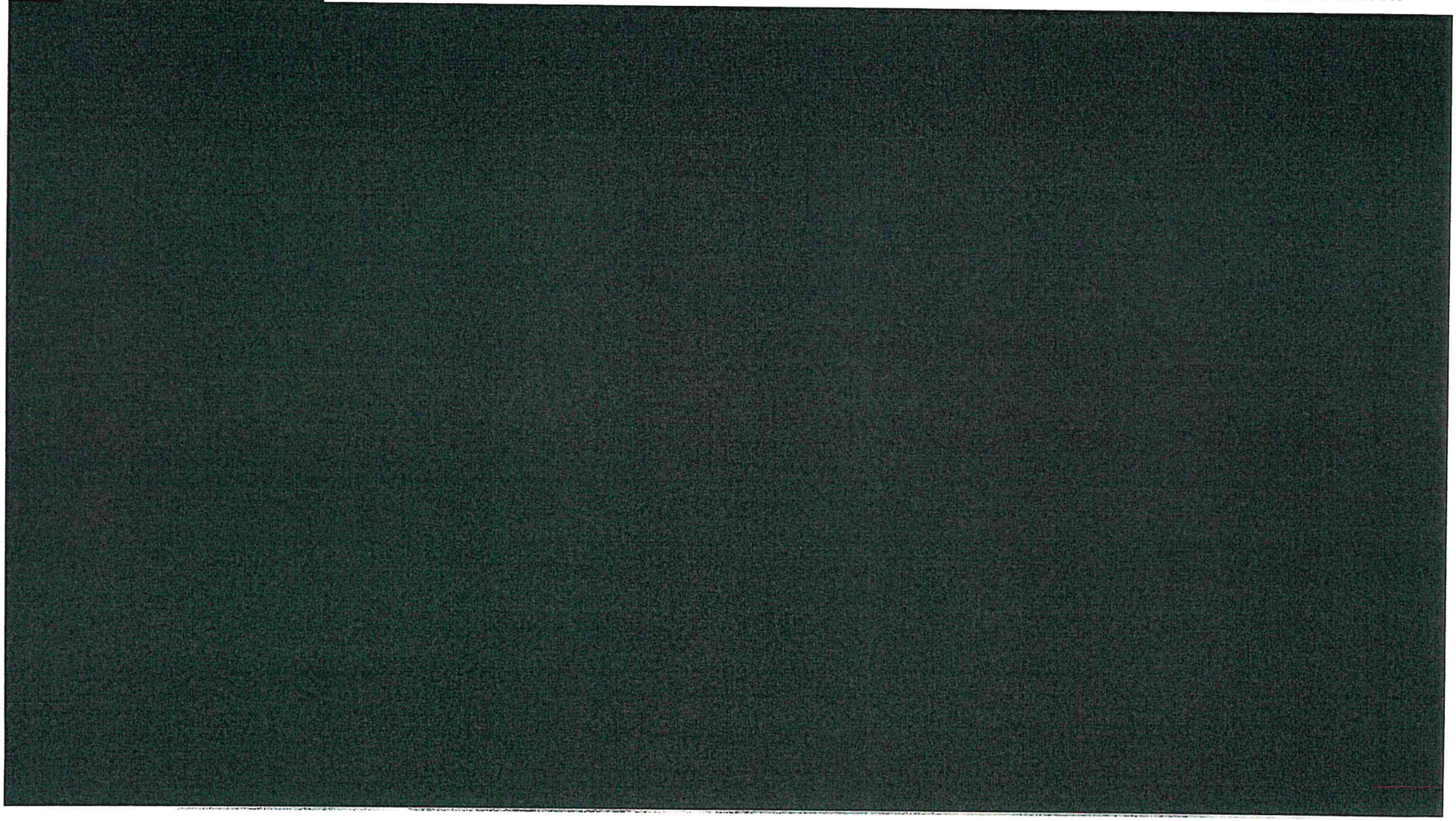
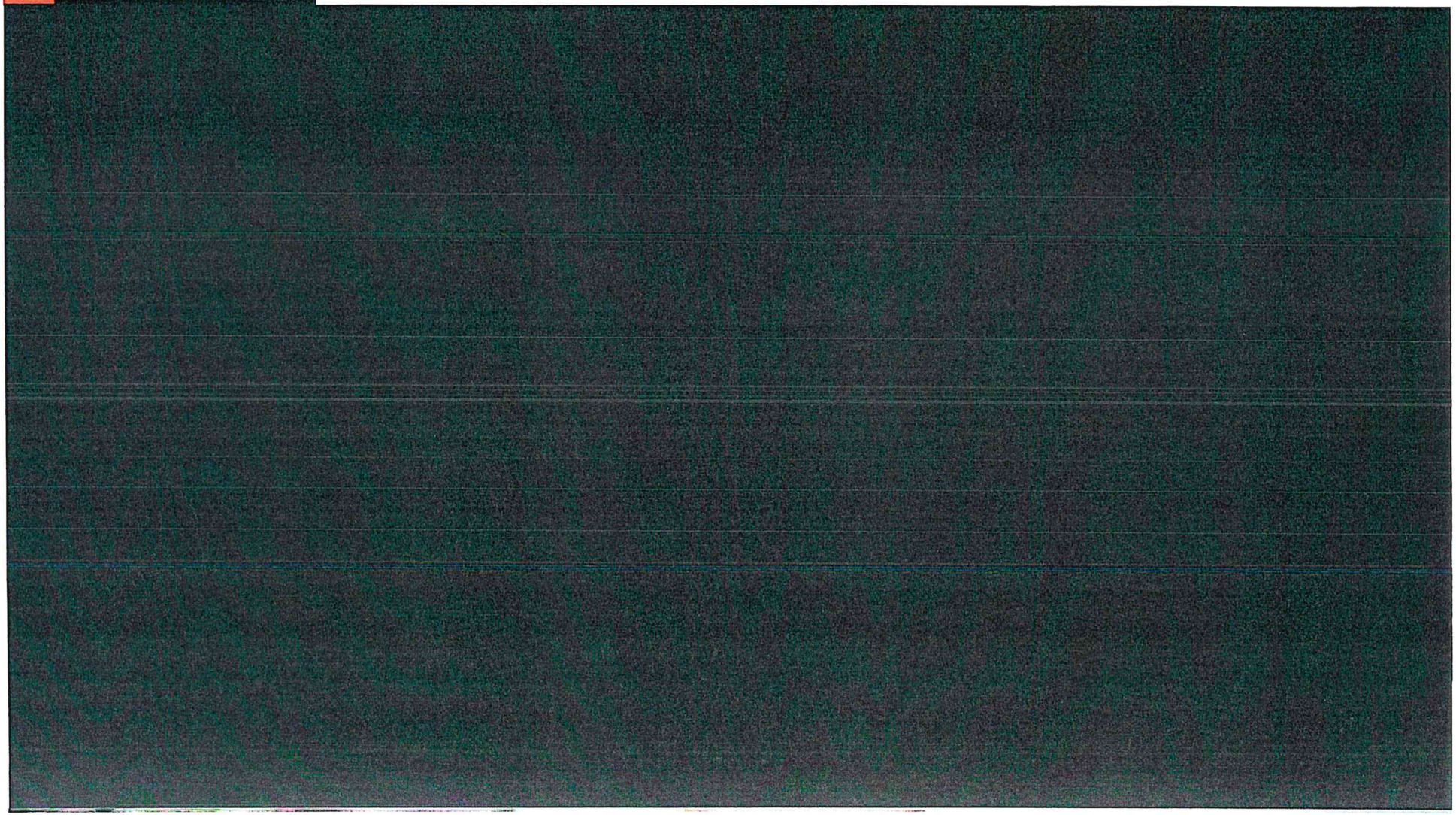



CONCEPTS FOR A
MAJOR STUDIO PRESENCE
ASSETS NOT INCLUDED IN PROPOSED CAPITAL
INVESTMENT OR REVENUE ASSUMPTIONS
DIMENSIONAL PANELS WITH
HALO BACKLIT

CONFIDENTIAL

5: PROPOSED APPROACH





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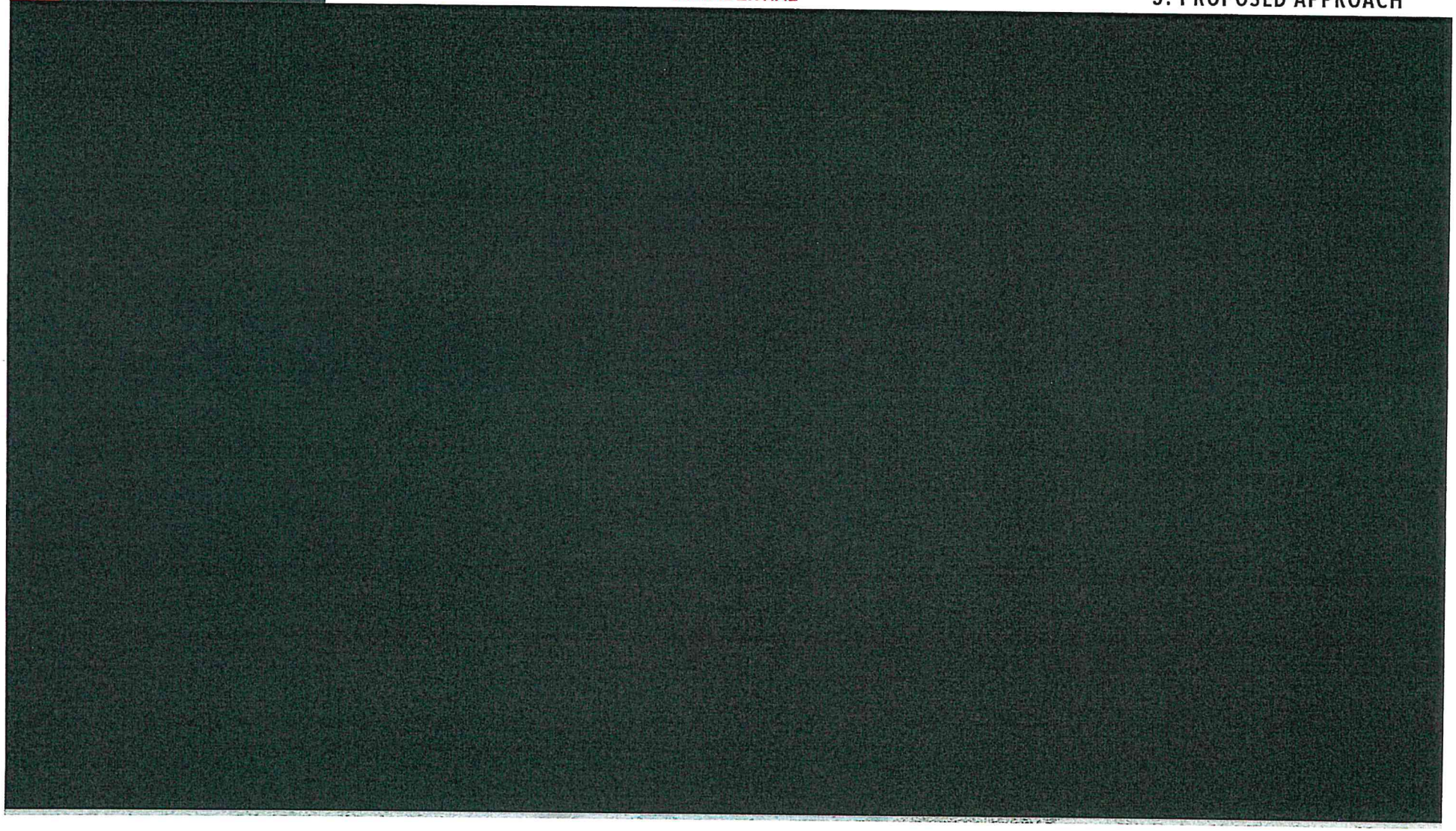

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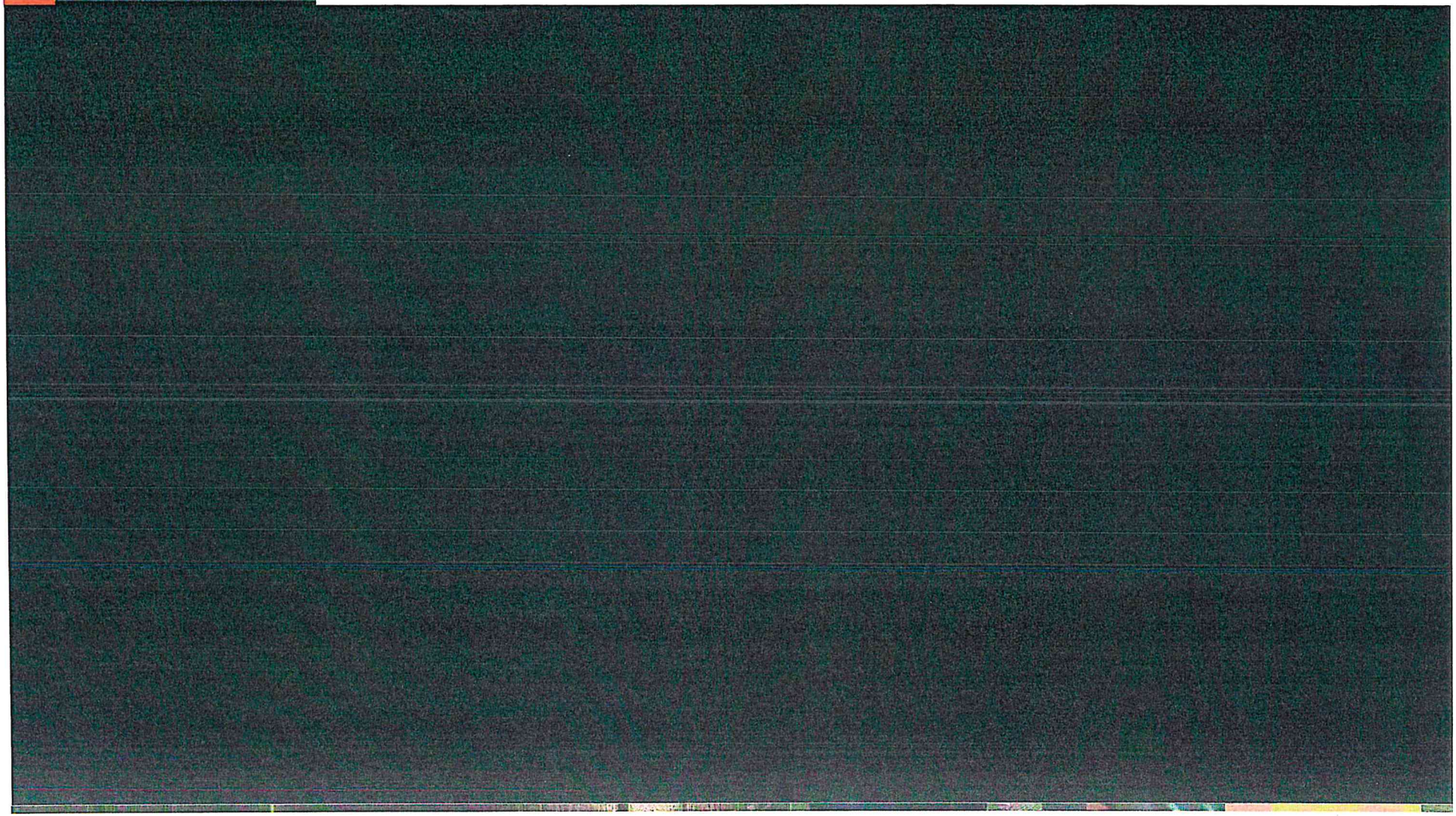

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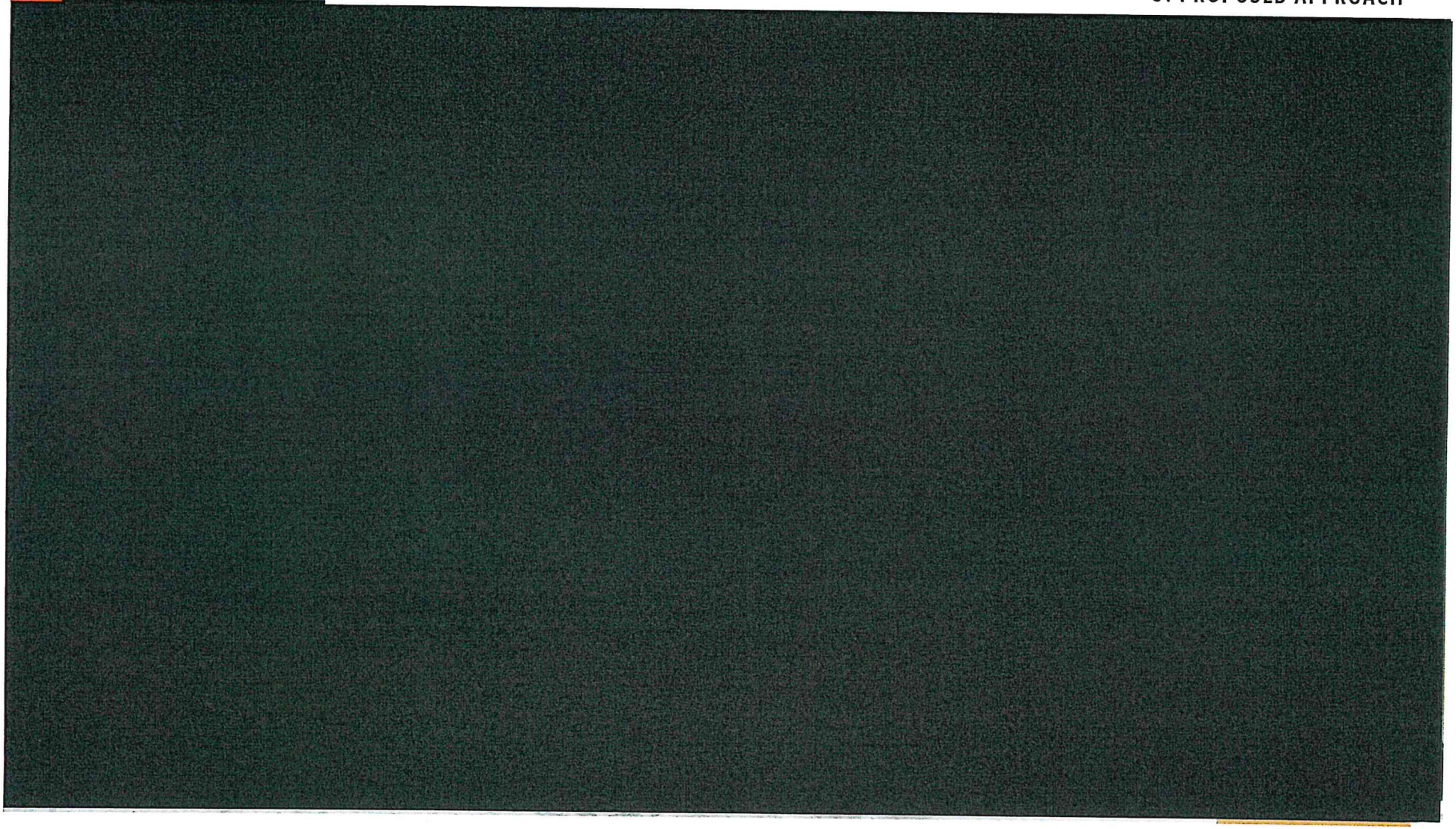
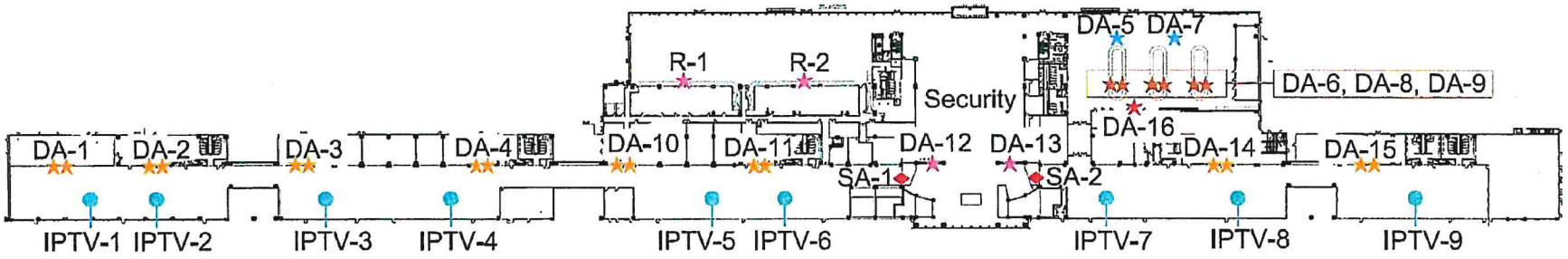
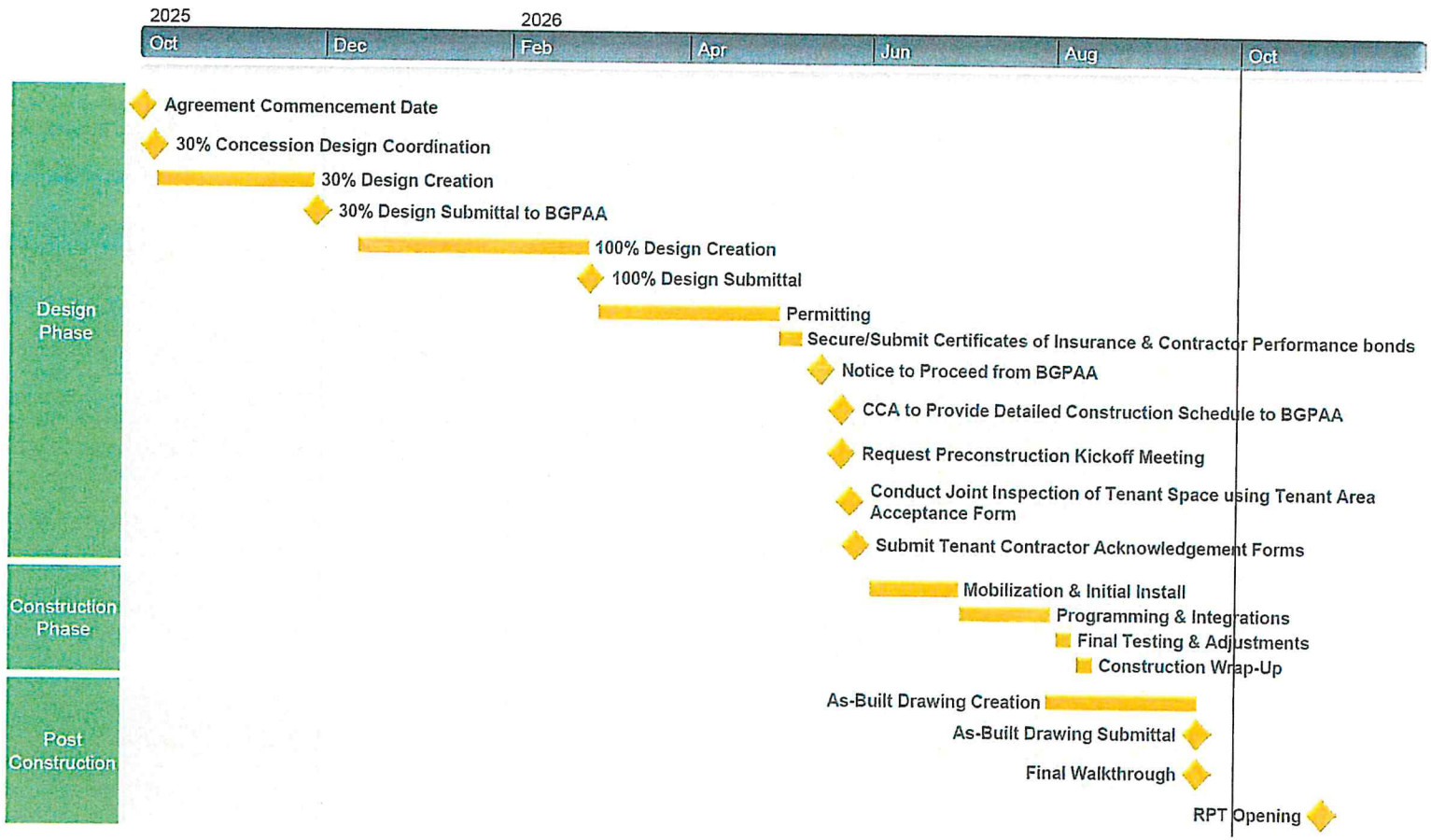


Hollywood Burbank Airport • BUR • Area of Detail: First Level

- Airport Owned Video Walll
- Column Digital
- Double Sided Bag Deck LCD
- IPTV LCD
- Tension Fabric Display
- V Shaped Double Sided Vertical LCD Display



BUR RPT IMPLEMENTATION PHASE SCHEDULE



d. COMPREHENSIVE MANAGEMENT OPERATIONAL AND MARKETING PLANS

Bryan Canley

Melissa Kuzma

Ray Phifer

Clear Channel is committed to delivering the highest-quality experience for BUR and its stakeholders by maintaining a high-performing and technologically advanced advertising program. We look forward to bringing our extensive institutional knowledge of airport infrastructure, content management systems (CMS), and digital assets – along with the strength of our local team, including Western Region VP of Sales, Bryan Canley, experienced and top-ranked sales directors Katie Dellegrotti, Liz Looney, and David Criscitelli; regionally based business operations manager Melissa Kuzma; and operations manager Ray Phifer, supported by experienced local service team and ACDB-certified Chandler Electric.

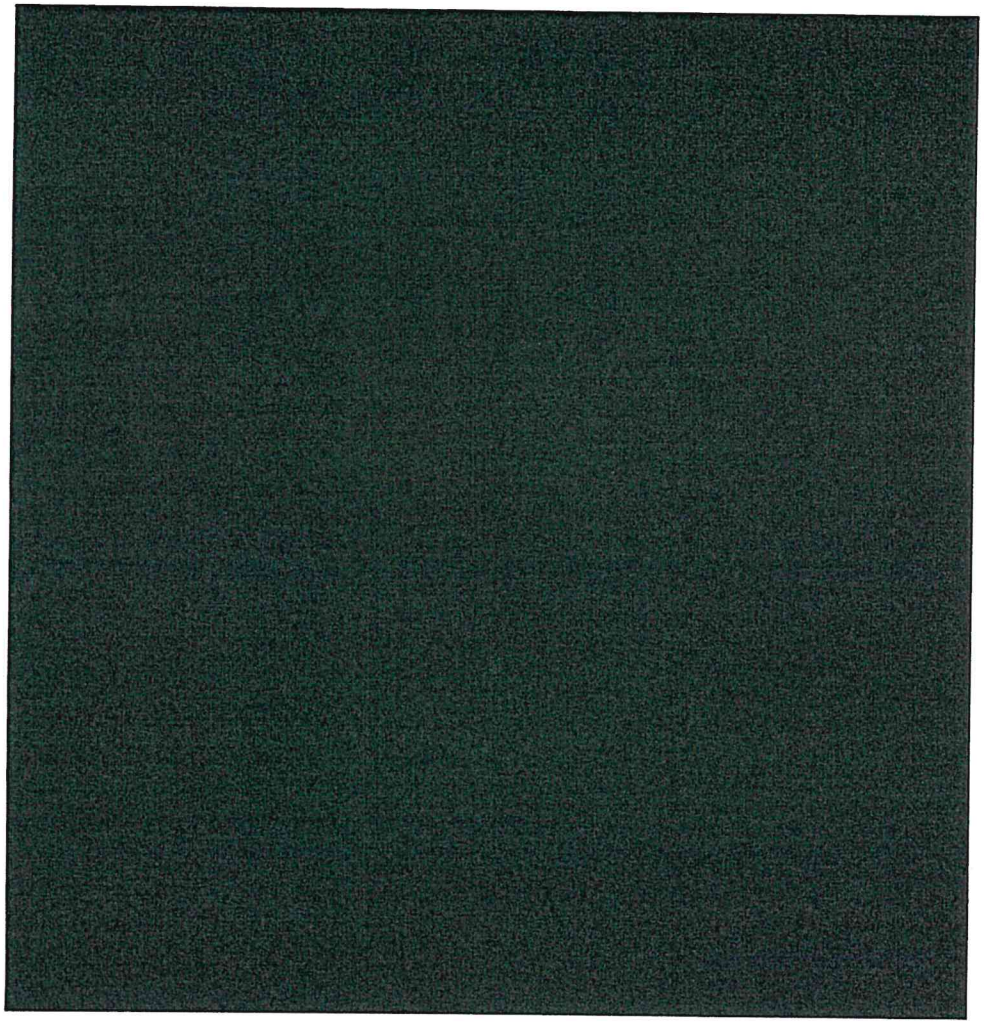
We pledge to uphold a customer-first mindset, backed by a highly trained local operations team and advanced technologies that enable seamless integration with BUR systems while maximizing uptime and performance. Our Standards of Operational Excellence reflect the values we uphold daily and are embedded in our operational staff's annual performance objectives. These standards are also incorporated into all master service agreements with our third-party ACDBE partners who support operations.

Our Standards of Operational Excellence exemplify our commitment to urgency, service and communication:

- **Highest Standards:** Each airport media program is developed and maintained to the highest standards throughout our agreement.
- **Open Communication:** We value transparent, open communication with our teams, advertising clients and airport partners. To ensure we meet expectations, we regularly seek feedback from our partners on the quality of our operational performance.
- **Committed Partners**: We actively seek to work with partners who share our vision of elevating airport media and setting new benchmarks.

We build operational excellence into your media program from day one by implementing the following standards throughout the term of our agreement:

- **Quality Control:** We hold ourselves to 100 percent accuracy and adherence to specifications, sales maps, proof-of-purchase policies, filler guidelines, posting instructions, audits and all other policies, guidelines and expectations.
- **Communication:** We keep everyone aware of key issues affecting your program during weekly staff meetings and one-on-one meetings. We communicate in a timely, respectful and professional manner with all stakeholders so we can address concerns expeditiously.
- **Customer Service:** Customer service is at the heart of our success. We continually foster strong relationships with airport staff and all other stakeholders.
- **Efficiency:** We value efficiency and time management.
- **Professionalism:** Integrity, honesty, and a sense of responsibility are part of our corporate fiber.
- **Urgency and Speed:** Our operations team respects established deadlines, recognizing that twice as fast is four times as good. At the same time, we remain flexible and adaptable to a fast-paced environment.
- **Resourcefulness:** Your operations team uses proven systems and tools to meet your program goals and objectives throughout our agreement.
- **Innovation:** We embrace innovation and constantly seek creative ways to enhance your airport media program.
- **Ownership and Accountability:** We fiercely protect your advertising program by always keeping all assets and locations in pristine condition. We strictly comply with security policies and act as ambassadors for the Airport and community, assisting passengers, alerting stakeholders to potential problems and helping maintain a clean and welcoming environment.
- **Advertising Content Guidelines:** Our guidelines address permitted advertisers and content based on our corporate Standards and Practices as well as your Airport's policies. These parameters are used internally and shared with prospective advertisers before the sale and during production. More details on our specific artwork approval process and content guidelines can be provided upon request.



From Day One, You Will Experience Operational Excellence

Our dedication to excellence sets us apart from our competition. We are driven by a strong corporate culture and values that have inspired us throughout our history and will continue to do so as we shape the future of airport advertising.

Operational excellence sets us apart from our competition and is central to the success of your new media program. This dedication ensures that we meet and exceed your expectations throughout our agreement.

As your airport media concessionaire, we pledge to deliver:

- **A Dedicated BUR Team.** Operational excellence begins with a talented team that works together seamlessly to ensure that every aspect of your airport media program is carefully executed and managed. Throughout our agreement, each team member is held accountable for established goals and objectives tied to your program.
- **High-Quality Media Meticulously Maintained.** We only use media of the highest quality, designed to withstand the rigors of the airport environment. We pledge to keep your media program in pristine condition throughout our agreement following our strict quality guidelines.
- **Customer Service Mindset.** Your assigned operations team brings a customer mindset to your airport media program every day. Our job is to serve you and your staff, our advertisers and the passengers of BUR.

From design to installation to sales, every facet of the Clear Channel operation works seamlessly to deliver exceptional customer service and outstanding performance. We look forward to a long and successful partnership with our friends at Clear Channel Airports.

Ross M. Higashi
Deputy Director-Airports
State of Hawaii Department of Transportation, Airports Division

Our Maintenance Plan Is Time-Tested

Maintenance is critical to a successful airport advertising concession. We train our local maintenance team to service equipment virtually unnoticed in a safe, helpful, and proactive manner following our comprehensive service and maintenance schedule.

Clear Channel will keep a stocked maintenance room on-site, so we can quickly address routine or unexpected maintenance issues. We maintain working agreements with specialists like Rosendin Electric to manage technical issues, such as electrical work and information technology. Ray Phifer, who will be your full-time operations manager for BUR, will oversee your locally-based maintenance team of Chandler Electric and will review detailed service records each week.

Throughout our agreement, we will operate and maintain a first-class advertising concession, keeping all media in a safe, clean, orderly and attractive condition. To do this, Clear Channel will:

- Provide ongoing maintenance, replacement and cleaning of all fixtures and other advertising space to maintain them in "as new" condition.
- Oversee all functions of the airport advertising program, including daily, weekly, monthly and quarterly reporting.
- Maintain and manage an inventory of supplies and replacement parts.
- Log all activities, repairs and replacements.
- In the event of unsold static signage, install pre-approved art that adheres to airport policy to maintain 100 percent occupancy at all times.
- In the event of unsold digital media, upload pre-approved content that adheres to airport policy.
- Respond immediately to requests and calls from airport staff.
- Install new advertising material within five days of receipt or as instructed. Smaller units can be replaced during low-volume operating hours with appropriate precautions to ensure passenger safety. Large-format installations must occur after operating hours.
- Dust and clean all fixtures and treat all screens/signs with an anti-static solution.
- Physically audit the Airport to ensure that all inventory data/reporting is accurate.

Digital Installation, Maintenance and Monitoring

Clear Channel installs, monitors and maintains each airport media program based on the highest industry standards. We use proven technology made from durable materials with electrical components that have a long life expectancy covered by strong service level agreements. To reduce the risk of digital media downtime, Clear Channel insists on stringent vendor service level agreements, including:

- Phone support 24/7/365
- Maintenance of, and equipment for, filter and fan replacement
- Remote electronic monitoring, diagnostics and resolution
- Creation and closure of work tickets
- Spare parts management
- Service performance goals and reporting
- Annual systems check

Once installation is complete, our on-site operations and maintenance team uses a combination of on-site inspections and remote alerts to monitor digital assets. Clear Channel closely monitors all digital media 24/7/365.

- **Internal:** We have a full-time team of employees dedicated to digital signage to provide uninterrupted service, including a local service team who will be on site 3 to 5 times per week, or as needed, to physically audit all assets.
- **Automated:** Sophisticated proprietary software monitors the state of our equipment and attempts remediation if a problem is detected. If an issue cannot be resolved automatically, a ticket is opened and is referred to our staff.
- **Highly Accessible Phone Support:** We respond quickly when an issue arises with 24-hour phone support. A live person will monitor and provide ticket support 24/7/365.

Digital Monitoring Includes:

- **Broadband Service Interruptions:** Network connectivity is essential to monitoring and updating players. Clear Channel monitors uptime continuously and promptly remedies any temporary or major service interruptions.
- **Server and Media Player Check-In:** Each machine checks in every five minutes to confirm it is online and ready to receive content.

- **Content Update:** Each media player identifies its content once per hour to verify it has retrieved the most recent content.
- **LED and LCD Status:** Our media players detect and report on the status of their specific connection to the display it serves. Additional hardware sensors provide real-time feedback on playback, remotely alerting our team to issues as quickly as if someone were standing in front of the screen.

Regular Reporting

We take transparency seriously. Detailed reporting, regular communication and formal and informal presentations keep you constantly aware of the status of your media program.

- **Capital Expenditure Report:** Upon completion of your program buildout and following the terms stipulated in our agreement, Clear Channel will provide a capital expenditure report that includes allowable capital investment costs, the assigned location of the media and copies of paid invoices or similar documentation.
- **Monthly In-Person or Zoom Meetings:** Throughout the term of our agreement, we will continue to hold monthly in-person or Zoom meetings with DEN staff. During each monthly check-in, we will review key areas, including our current book of business, the construction schedule and any impacts on assets, client requests and new campaign concepts, updates related to our ACDBE partners and any other pertinent updates. We will also discuss upcoming events to ensure alignment and proactive planning. We typically close the meeting with any input or feedback from BUR staff to address additional priorities or concerns.
- **Annual Performance Review:** Senior staff and local management participate in quarterly and annual business reviews with airport staff and management. During the annual business review, all aspects of our performance are discussed, including revenue, investment obligations, airport payment, overall operations, response time, sense of urgency, digital uptime and facility relations. If any concerns are raised, we develop an action plan to address these issues and monitor progress.
- **Annual Audit Report:** The annual audit report, prepared in accordance with generally accepted accounting principles (GAAP) and following the terms stipulated in our agreement, will be certified by a responsible financial officer of Clear Channel Outdoor. It will include a detailed statement of gross receipts, any deductions from gross receipts, and a calculation of the percentage concession fee due for the contract year.

CUSTOMER-CENTERED, DATA-DRIVEN SALES APPROACH

Our groundbreaking multichannel sales approach represents an unprecedented commitment to sales in the airport industry.

We deliver industry-leading airport advertising and sponsorship programs by harnessing the creativity of our team, using data to guide every decision and driving innovation across every aspect of our business.

- ***Multichannel Sales Strategy.*** We harness the strength of nearly 300 sales professionals, including 45 airports-dedicated specialists, over 250 outdoor division sellers and a network of experienced programmatic sellers who bring airport opportunities to local, regional, national and international brands. This broad access delivers high occupancy and a diverse portfolio of advertisers.
- ***Strategically Positioned Media.*** We lay the groundwork for substantial sales by strategically positioning media so advertisers can engage hard-to-reach consumers. This design approach is a Clear Channel hallmark informed by market research and proprietary studies that help us better understand air travelers and their purchasing habits.
- ***Careful Spread of Prices.*** Our proposed design supports a careful spread of prices to appeal to national, international, regional and local brands. National and international brands will play an important role in your proposed media program as well as iconic local and regional companies that seek to reach your passenger demographic.
- ***Data-Driven Tools for Advertisers.*** Until recently, advertisers lacked data to plan campaigns and understand how effectively they reach their target audience in the airport environment. Now, thanks to Clear Channel Outdoor's proprietary RADAR® suite of tools, we provide a solution that delivers advertisers critical data to better plan and target campaigns, and assess their impact on business metrics by leveraging privacy-compliant, aggregated mobile data.
- ***Customized Marketing Support.*** We help advertisers understand your Airport's key demographics, media opportunities and the value of being part of your airport media program through customized, branded collateral and proposals.

Meet Your Sales Team

Your sales team will pursue national, international, regional and local advertisers for your media program using our exclusive multichannel sales strategy. Key members of your sales team include:

Bryan Canley, vice president sales, works closely with your business operations manager and will provide ongoing training to your assigned account executive to drive strong revenue growth to ensure the overall success of your airport media program.

Scott Francisco, regional airports manager, will oversee and support the regional business operations manager for Southern California to ensure consistency in inventory packaging and pricing and to help promote BUR to our broader sales team.

Melissa Kuzma, business operations manager, will support BUR and will serve as the conduit for national, import and programmatic sales directed into your new program. She will drive the overall success of your airport media program and will be the main point of contact throughout the agreement.

Katie Dellegrotti, Liz Looney and David Criscitelli, locally-based VPs of Sales, will develop strong relationships with local, regional and national brands and agencies in your market to encourage participation in your airport media program.

BUR SALES TEAM

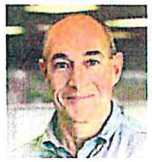
★ L.A./Burbank-Based

Kyle Huddle, vice president of local/regional sales, oversees local and regional sales and will mentor your local account executive.

Emily Martin Fickes, Lorraine Wilson, Josh Mullins and Erik Kerns experienced account executives, will champion your media program in the community to drive revenue growth, cultivate relationships with the local community, inspect the program regularly to ensure it remains in pristine condition and serve as a key liaison with the Airport Authority to ensure your satisfaction with our service and responsiveness.

Pam Horn, senior vice president, strategic partnerships, promotes and oversees an integrated, multichannel sales strategy across Clear Channel Outdoor's entire sales network and third parties to maximize the broad and deep corporate footprint.

Devon Pychinka, vice president of sales operations, will ensure that all rate management, client proposals, creative specifications and marketing collateral are updated and accessible for our sales team to optimize advertiser interest and revenues.



Jon Sayer, senior vice president, national sales, leads and oversees all facets of national sales with a special focus on new business development and Fortune 100 and Fortune 500 accounts.

> The Clear Channel media program at SEA has been effective and innovative and is architecturally integrated. Sales and marketing functions have grown revenue by 93 percent since 2014. The Clear Channel team works well with SEA across all operations. We appreciate their professionalism and partnership.
>
> ***Dawn Hunter***
> ***Sr. Manager, Airport Dining and Retail,***
> ***Port of Seattle, Seattle-Tacoma International Airport***

MULTICHANNEL SALES STRATEGY MAXIMIZES REVENUE

Your proposed high-tech media program deserves a comprehensive, customer-centric sales strategy to ensure maximized revenue return.

Clear Channel's sales plan ensures that BUR's advertising program reaches the right audience with the right opportunity. We lay the groundwork for robust sales by strategically positioning BUR's media and providing a careful spread of prices to attract local, regional, national and international brands. This design approach is a Clear Channel hallmark, informed by market research and proprietary studies focused on air travelers and their purchasing habits. Burbank's local and regional brands create a sense of place and serve as a resilient advertiser base, while national and international brands are drawn to larger, high-impact opportunities.

Our sales strategy is built from a unique multichannel approach, which harnesses the power of nearly 300 sales professionals, all of whom are incentivized to bring advertising revenue into BUR.

- **45 airport-dedicated account executives** who build client relationships and grow revenue streams throughout Clear Channel's overall airport portfolio
- **Over 250 out-of-home sales professionals** from our Outdoor Division who bring billboard and transit clients into BUR and other airports
- **Experienced programmatic sales team** focusing on bringing in national and international brands through automated platforms, expanding BUR's visibility across digital buying platforms

This multichannel sales approach ensures that BUR is included in more sales pitches, media plans and ad buys from clients and agencies of all sizes. Our ability to activate sales at multiple client levels, across traditional and non-traditional revenue opportunities, makes our sales plan unmatched. Clear Channel has a strong track record of optimizing unique revenue opportunities built through proactive planning and direct client requests.

- ***Comprehensive.*** We tap into local, regional, national and international sales channels to foster client and agency relationships and build a diverse advertiser portfolio within your Airport.
- ***Nation-Wide.*** Your local BUR team is made up of experienced sellers who are dedicated to bringing local and regional brands to your Airport. In addition to your dedicated team, all 45 airports-dedicated sellers and over 250 Outdoor Division account executives, including over 20 OOH sellers located in the BUR/LA community, are incentivized to bring BUR opportunities to new and existing clients. Additionally, we have the largest, most experienced programmatic sales team in the industry with the largest digital footprint suitable for automated sales.
- ***Customer-Centric.*** We make buying media in your airport program easy and efficient. Your extended airport team is made up of over 50 campaign fulfillment personnel, 11 marketing and creative personnel, and 22 revenue management and accounting personnel, all who contribute to your program's overall success by encouraging high advertiser retention rates and delivering campaign results based on brand goals, timelines and budgets.

Local and Regional Sales

Our local sales plan is built on clear goals: increase year-over-year local spend, expand participation of small and diverse businesses and elevate community-based storytelling through high-impact campaigns. We prioritize targeted verticals to maintain deep-rooted relationships with Burbank-based businesses, universities, cultural institutions, tourism organizations and local development efforts. These partnerships reflect our commitment to supporting the local economy and connecting hometown brands with both residents and the millions of travelers who pass through BUR each year. From seasonal campaigns to event-driven messaging, our local sales efforts amplify the Burbank community's visibility.

Our local sales team remains in constant communication with advertisers through in-person visits, Zoom strategy sessions, campaign planning and performance reports. This relationship-first approach results in high client retention and consistent revenue renewal. Additionally, feedback from clients is regularly shared with our national team and Burbank stakeholders when appropriate, helping us evolve the program in alignment with the Airport's priorities and community expectations.

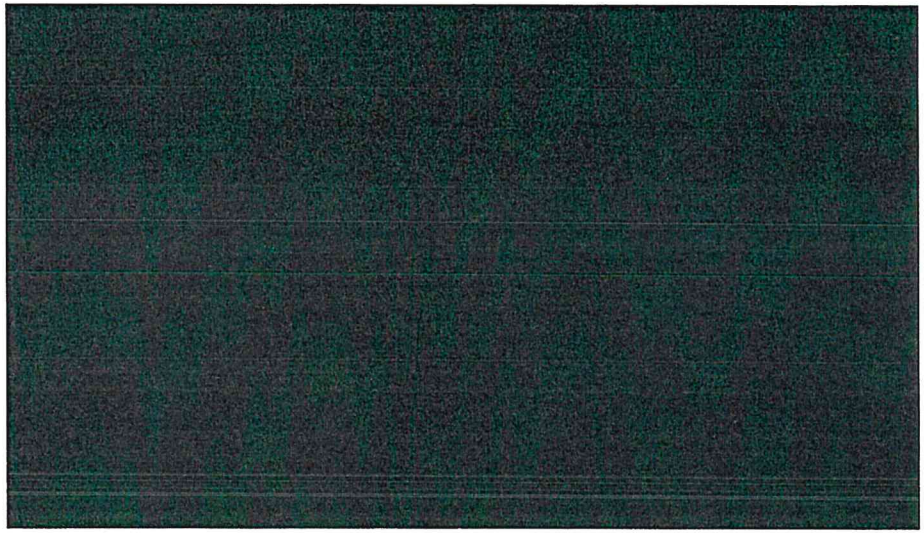
While our multichannel sales approach incentivizes all Clear Channel sellers to bring national and local brands into BUR, your assigned account executive(s) will strategically focus on key campaigns through agency and client-direct relationships in and around Burbank. Simultaneously, your business operations manager and marketing coordinator will curate customized sales opportunities and strategic packages targeted for smaller businesses and local clients including:

- **Tiered pricing and campaign bundles** that help small businesses access premium media inventory at scalable entry points
- **Seasonal promotion opportunities**, including campaigns tied to local events, holidays and community milestones
- **Education and onboarding** sessions for first-time advertisers to help them understand the airport advertising environment and make informed media investments

National Sales

Clear Channel is uniquely equipped to sell BUR's inventory on a national scale, with the industry's most expansive sales infrastructure and a proven ability to translate airport media into powerful brand storytelling.

Our strategy is centered on reach, relationships and results. At its core is our multichannel sales strategy, a unified approach that activates every facet of Clear Channel's network to promote BUR to advertisers across industries and geographies. This strategy aligns perfectly with your goals, specifically to implement innovative, aesthetically integrated advertising solutions and maximize space and screen utility to enhance impact, ensuring that BUR attracts a wide range of national brands while maintaining a commitment to diverse and equitable campaign representation.

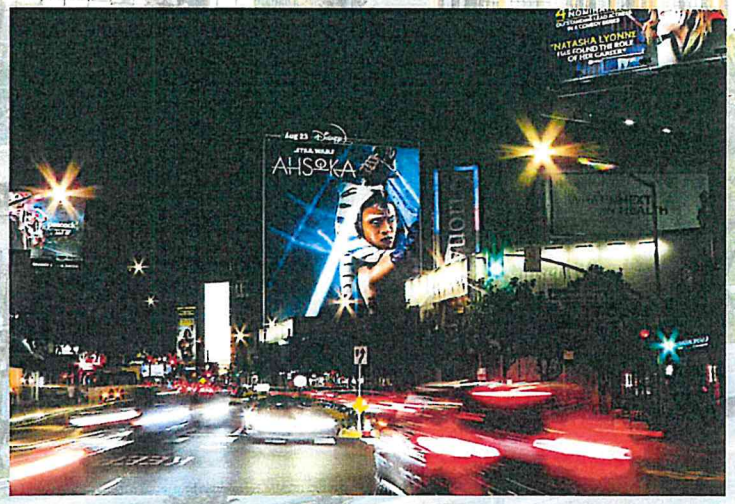


Our 45 airport-dedicated account executives are located in key markets across the U.S., including Chicago, San Francisco, Los Angeles and Atlanta. Additionally, Clear Channel's dedicated NYC-based airport team plays a central role in advancing airport opportunities during key pitches and RFP processes. Our national team's proximity to decision-makers gives BUR a competitive edge over airports that lack this in-market presence. These sellers focus exclusively on high-value brand campaigns in the airport space and are supported by Clear Channel's full creative, analytics and fulfillment teams to deliver seamless execution and performance.

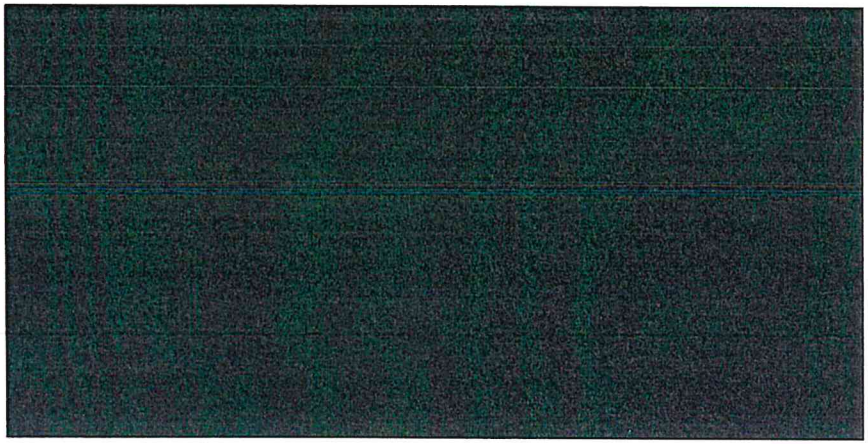
In addition to our airports-dedicated team, over 250 Outdoor Division sellers and a network of programmatic sellers are trained and incentivized to sell Burbank placements. These professionals introduce brands to the airport media space through their local outdoor campaigns and help grow advertiser confidence before transitioning them into full-scale airport activations. Our senior leadership team further supports our multichannel approach and national sales effort, leveraging deep agency relationships and proven category expertise.

OUTDOOR ASSETS

Here are a few of
Clear Channel Outdoor's
SoCal High-impact Assets



Branded Tunnel Takeover, Paramount, John F. Kennedy International Airport (JFK)



Strategic Partnerships

Clear Channel further extends airport media and out-of-home sales through a cooperative sales approach between Clear Channel's 300+ account executives across our Outdoor and Airports divisions. This has led to millions of new dollars in sales for airport media programs, [redacted] Airports of all sizes have benefited from contracts ranging from a few thousand dollars to multi-million-dollar deals.

Sales veteran Pam Horn, senior vice president, strategic partnerships, leads this sales effort, leveraging her nearly 20 years of executive sales leadership. She works closely with account executives from both the Airports and Outdoor divisions to ensure a seamless process for advertisers and maximized revenue for our airport partners. To further support these extensive sales efforts, Pam oversees a dedicated team that helps close deals by developing tailored proposals using select inventory based on client goals. Advertisers may buy direct or through an agency.

Programmatic Buying

Programmatic buying, which automates the ad buying process for both buyers and sellers, offers a huge benefit to our airport partners by opening up the programmatic cross-channel market. This invitation-only buy allows brands to bid in real time on high-impact media and increases media occupancy by driving sales of otherwise unsold ad space.

While some of our competitors are beginning to introduce programmatic buying, we have been using this sales approach since 2016, giving us a huge competitive edge. Three key features distinguish our programmatic approach:

1. **A Broader Programmatic Footprint:** Our U.S. inventory suitable for programmatic buying is substantially larger than that of our competitors.
2. **Industry-Leading Partnerships:** We've partnered with top supply-side platforms (SSPs) instead of building our own, as some competitors have. This gives us greater flexibility and higher levels of service.
3. **A Seasoned Sales Team:** Clear Channel has the largest, most tenured programmatic out-of-home sales team in the market, allowing us to dedicate more time to buyers who manage digital and programmatic budgets—a key driver of our year-over-year revenue growth.

Sponsorships

Please scan or click to view our advertising & sponsorship capabilities

Sponsorships take many forms, including live music, preferred parking programs, hydration stations, passenger workstations, pet relief areas, recompose zones and brand domination across the airport. Experiential advertising allows brands to connect directly with consumers through the sampling of products and services or other brand-direct engagement. We have been at the forefront of sponsorship development in the airport media industry, delivering approximately $500 million in sponsorship and experiential revenue for our airport partners, representing countless engaging and informative experiences for travelers.

Sponsorships carry a strong association with a particular venue and typically include more exposure rights and entitlements than traditional advertising. These programs are often funded through budgets separate from annual advertising allocations and generally involve a longer commitment due to their impact and required capital investment.

In 2019, Clear Channel transformed sponsorship advertising by launching the nation's first all-digital airport media program in partnership with Norman Y. Mineta San Jose International Airport (SJC). A limited number of exclusive foundation sponsors, such as Google, Intel, Zoom and Cisco, now dominate the entire airport and have the opportunity to engage with more than 12 million passengers annually. This pivotal approach is yet another example of how Clear Channel is revolutionizing the industry and delivering what our tech-savvy partner airports want.

Time-Tested Sponsorship Process

A key difference between our approach to sponsorships and that of our competitors is our focus on the consumer. We begin planning each sponsorship program by identifying consumer needs and how the passenger experience can be enhanced to provide a lasting impact. This elevates a sponsorship into a strategic relationship between the Airport and the brand, evolving into a long-term investment. When a brand enhances the passenger experience, that brand is rewarded with a strong, positive image.

Passenger experience enhancements can include:

- ***Venue Satisfaction.*** Sponsorships can enhance an airport, create positive memories and lead to increased venue satisfaction. Such sponsorships might include iconic landmarks, recompose areas, sponsored public lounges or WiFi hotspots.
- ***Ease of Dwell Time.*** Sponsorships can positively engage passengers as they wait to depart. These might include children's play areas, pet comfort stations or nursing stations.
- ***Improved Travel Logistics.*** For some travelers, navigating an airport can be stressful. Concierge services, premium parking garage access or airport digital directories can make the journey easier.
- ***Sampling and Savings.*** Travelers can spend their dwell time trying new products while brands have the opportunity to create one-on-one connections with consumers. These might include food tastings, book signings or product demonstrations.

John F. Kennedy International Airport (JFK)
Bin Sponsorship

San Jose Mineta International Airport (SJC)
Airport-Wide Digital Sponsorship

As a partner with the Airport, Clear Channel has developed a groundbreaking foundation sponsorship program that incorporates innovative marketing and state-of-the-art design media. Our experience dealing with the management, field representatives and headquarters personnel has consistently been positive. We recognize Clear Channel as an industry leader and have always found them to be a responsible and dependable airport concessionaire.

John Aitken, A.A.E.
Director of Aviation
Norman Y. Mineta San Jose International Airport

Our four-step, time-tested sponsorship process includes:

1. ***Identify Opportunities.*** While sponsorship opportunities are virtually limitless, we focus on those that are most interesting to the Airport and are not affected by the rights of other concessions.
2. ***Identify Entitlements.*** Sponsors often look for large, impactful signage along with smaller branding opportunities in areas not previously considered, as well as staffed activations and other non-traditional approaches. If large sponsorships are possible, we create a limited number of signature packages, generally three to five, targeting a specific category. Brands are integrated throughout designated parts of the venue using a mix of traditional signage, unique branding, other activation elements and potentially additional entitlements.
3. ***Establish Sponsorship Value.*** We establish sponsorship value through a comprehensive valuation analysis and assign each sponsorship specific offerings.
4. ***Go to Market.*** Larger sponsorships typically require a longer sales process because of the substantial investment made by an advertiser. Once a sponsorship package is created and priced, we develop custom sales materials including concept renderings for use by our sales teams. Customer proposals are presented in person and often include onsite walk-throughs and airport staff meet-and-greets.

Because sponsorships typically involve more intricate build-outs or time-sensitive experiential campaigns, advertisers have the option to work with the Experiential Division of our Advertising Client Services (ACS), greatly simplifying activation for both our airport partners and advertising clients. ACS: Experiential is staffed by a dedicated team that guides and supports the project and serves as the liaison between account executives, agencies and clients, airport concession operations teams, airlines and other stakeholders. We partner with multiple experiential agencies throughout the country that are familiar with the requirements of the airport environment and can deliver the highest quality turnkey services including, concept, design, fabrication and installation.

A sampling of our diverse sponsorship portfolio includes:

- ***TSA Checkpoints and Recompose Areas.*** Going through the TSA checkpoint is often the least favorite part of air travel. Clear Channel teamed up with Southwest Airlines, Spring Hills Suites and Kaiser Permanente at numerous airports to provide recompose areas for travelers. These included branded seating and digital and static displays to reinforce brand recognition with consumers.
- ***Branded Lounges.*** Providing popular passenger amenities is key to a strong sponsorship. Branded lounges with extensive seating and charging ports are particularly popular. We have developed branded lounges with digital and static signage in several airports, including San Francisco International and Norman Y. Mineta San Jose International, as well as thousands of branded charging stations and workstations at numerous partner airports.
- ***WiFi and Content Download Zones.*** Numerous brands at several airports provide free WiFi with brand ambassadors, always a passenger favorite.
- ***Preferred Parking Entitlement.*** Parking privileges are a plus for air travelers who want to get to their destination as quickly as possible. Numerous parking sponsorships have included both sponsorships and a traditional media campaign to deliver added value for a brand.
- ***Rideshare Pick-Up Area.*** For weary travelers arriving at Chicago O'Hare International Airport (ORD), the search for their ride service was made easier through a sponsorship with Uber that included wayfinding breadcrumb ads, seating and supporting signage and branding to help travelers make their way to their rideshare location.

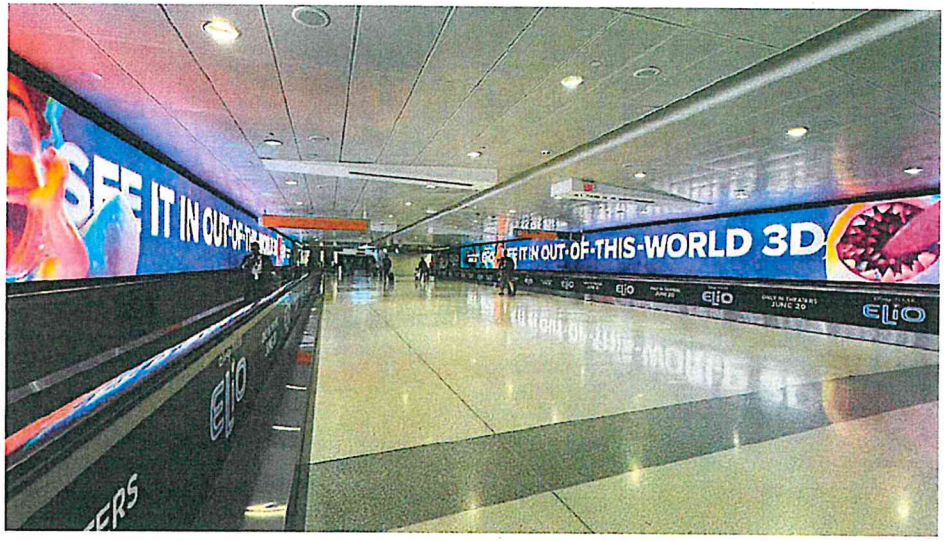
Above: Philadelphia International Airport (PHL) WiFi Sponsorship

Left: Chicago O'Hare International Airport (ORD) Rideshare Sponsorship

Experiential Opportunities

To boost brand awareness, more advertisers are turning to experiential advertising to reach consumers during their travel journey. With average dwell times of an hour or more, an airport offers unique opportunities to connect consumers with brands.

- ***Immersive Tunnel.*** Walt Disney Studios Motion Pictures and Clear Channel partnered together to reimagine and modernize an iconic media program in the gateway to New York City. With ever-changing creative this one-of-a-kind installation always offers passengers a brand-new experience and has highlighted over 30 different Disney titles since its original installation, including major motion pictures. This one-of-a-kind activation, now dubbed as "The Disney Tunnel," has become a fundamental part of JFK's Terminal 8 and continues to inspire passengers of all ages every time they pass through.
- ***Passenger Giveaway.*** Georgia State University (GSU) has solidified its presence in its hometown airport, Hartsfield-Jackson International (ATL). As a leader in education, pride and community, GSU launched a memorable, passenger-focused experience featuring its mascot, cheerleaders and even the university president, Brian Blake, all of whom spent time at the airport to connect with passengers, promote community spirit and hand out university-branded gifts. This dynamic campaign represents a strategic commitment by the University to connect with millions of travelers in its home city, creating pride and amplifying brand awareness on a massive scale.
- ***Targeted Activation.*** Vera Bradley brought the holiday spirit to New York's LaGuardia Airport (LGA) with a vibrant, travel-themed activation that captivated passengers and elevated their journey. 'Tis the season to shop, and Vera Bradley created a stunning experience designed to inspire travelers and spark excitement. The centerpiece of the activation was two oversized, larger-than-life models of Vera Bradley's signature travel products: a hard-sided luggage piece and a soft leather travel bag. These eye-catching installations served as a striking photo opportunity, encouraging passengers to stop, snap a picture, and immerse themselves in the brand's world. Vibrant digital displays and wall wraps featured gift guide inspiration, seamlessly blending holiday shopping ideas with the excitement of travel.



Above:
John F. Kennedy International Airport (JFK) Immersive Tunnel

Left:
Atlanta-Hartsfield International Airport (ATL) Hometown Pride Passenger Giveaway

ADVERTISERS APPRECIATE CUSTOMER-CENTRIC APPROACH

We drive sales throughout our agreement by carefully nurturing strong relationships with advertisers and providing exclusive services that simplify the ad buying process.

Strong Client Relationships Grow Your Media Program

We employ the latest client relationship management (CRM) technology as well as traditional methods to support retention and the vitality of your airport advertising concession.

- ***Salesforce.com.*** We stay in touch with clients, track sales activities and bolster customer service through Salesforce.com, a widely used management solution. This system holds sellers, managers and leadership accountable and ensures seamless account turnover.
- ***Timely Proof of Performance.*** Advertisers receive timely proof of performance (POP) for all print, digital and experiential ad postings as well as summaries highlighting the value of specific locations purchased. In 2019, we introduced digital verification, which confirms the number of times each digital spot runs compared to spots purchased. Because of our broad-based digital monitoring system, we greatly diminish or eliminate downtime.
- ***Customer Appreciation.*** From handwritten notes to a framed photo of an advertising campaign, our advertisers are reminded frequently that they are appreciated and valued customers.

Our Account Executives Are Accountable to Key ROI Metrics

Every member of our sales team is specifically trained in airport advertising, a key difference that sets us apart from our competitors. An experienced sales team ensures the successful launch of your new media program and maximizes revenue throughout our agreement. We approach sales as a way to build deep and lasting relationships with advertisers and agencies rather than as isolated transactions.

Mentorship is another key to our sales success. Each account executive is assigned to a sales manager or vice president of sales who provides ongoing training, develops key sales strategies, sources leads, identifies key market verticals and attends high-level sales presentations.

Senior management regularly assesses real-time performance and strategy effectiveness by account executives, airports, advertisers and agencies and the media industry. Account executives are assessed by:

- Daily, weekly, monthly and annual progress toward individual sales goals (booked business), compared to year-over-year tracking
- Activity and closing rates based on call volume, number of proposals and presentations relative to closed contracts
- Pledged sales compared to closing rate
- Average rate and term per sale compared over time and to other account executives;
- New clients developed compared to existing business
- New category development
- Spending growth of existing accounts
- Type of inventory sold
- Direct feedback from media buyers and advertisers

Clear Channel's integration of cutting-edge technology and aggressive sales program has provided the Airport System with a first-class advertising program. They have exceeded our expectations.

Patricia Singleton
Chief Business Development & Management
Cleveland Airport System

Custom Burbank event-targeted sales release

YOUR MEDIA PROGRAM TAPS LUCRATIVE SALES OPPORTUNITIES

Advertisers are constantly seeking additional ways to reach their target audience and impact their buying decisions. Throughout our agreement, we will work closely with your airport staff to offer market-specific and sponsorship and experiential sales opportunities.

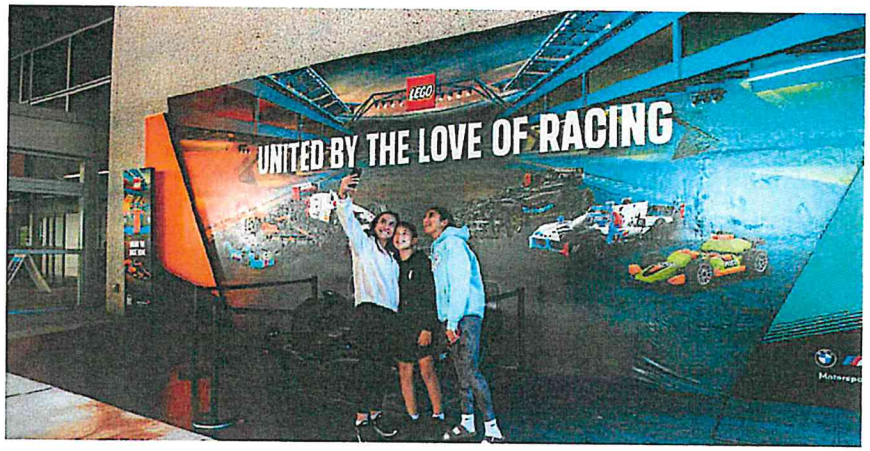
Market-Specific Sales Opportunities Boost Revenue

Special events, conferences and conventions provide a lucrative opportunity to boost your media program revenue by attracting high-income individuals and the brands that want to impact them. Our marketing team analyzes attendee demographics and creates targeted strategies and collateral that our account executives use to acquire advertisers, often from outside your market. Our proposed program is predominantly digital which will enable this type of media buy.

Clear Channel has a strong track record of optimizing these opportunities. We have executed many successful event campaigns for the Super Bowl, NCAA basketball tournaments, SXSW Interactive Conference, DreamForce, Formula One race events, Comic Con San Diego and numerous conferences and conventions.

Careful Price Spread Optimizes Revenue Return

Clear Channel has strategized to develop an appropriate menu of digital media packages and corresponding rates for the new BUR RPT media program. This carefully balanced pricing maximizes revenue by offering options for smaller clients as well as more aggressive



Austin-Bergstrom International Airport (AUS), Experiential Exhibit

advertising opportunities with substantial price points for larger accounts. Our media offerings ensure that no interested party is priced out of the market, fostering a well-rounded program that reflects the Burbank-Glendale-Pasadena area. It is clear there is currently a shortage of these businesses in BUR's advertising program, and we will work hard to expand their presence within the BUR RPT. We continually evaluate inventory supply and demand, adapting pricing, packaging and inventory as needed.

Our pricing policy is consistent across all locations, including premium opportunities. Base pricing is determined by media type, size and location indexed to peer airports and other media options within the market, as well as current program advertiser price points. We proactively increase rates on prime locations for large national and international advertisers. This data-informed pricing structure encourages local and regional advertisers to participate as we reduce pricing on lower-demand inventory for advertisers who need a more modest cost of entry. We also leverage this pricing capability to offer current advertisers comparable options or upgraded opportunities at higher price points to increase retention and to grow revenue.

Pricing Criteria

Clear Channel's base pricing structure is determined by media type, size and location. This flexible pricing approach allows advertisers to buy inventory in packages across multiple terminals and/or in a single location.

- ***Media Type.*** Your proposed program will appeal to a wide variety of advertisers. Digital displays allow advertisers to daypart their ads and quickly change messaging. Because digital media is in high demand, rates are higher than traditional print media. We maximize revenue by strategically positioning digital media in areas with a long sight line or dwell time to accommodate multiple clients in one location. Print media remains an important component because it can be customized by size and advertisers can dominate a particular space.
- ***Size.*** Large-format displays command higher price points and generate higher utilization rates. The larger the display, the more impactful the messaging and recall rate, whether the media is digital or print. We offer both digital and print large-format media.
- ***Location.*** Premium locations command premium pricing based on higher reach and frequency. To calculate the value of a location, we determine the number of passengers who view the advertising based on the overall passenger traffic in a specific area.

Pricing has a direct impact on demand and occupancy and hence, the success of your airport media program. Studies across Clear Channel's global network indicate that the successful management of media type, size and location can yield a revenue increase of between five and 15 percent.

You Can Count on a Smooth Transition

Clear Channel is the most experienced and capable company to handle the implementation of a new media program at the BUR RPT, having developed or redeveloped more than 700 airport advertising programs since 1974 and more than 10 new and expanded terminals in the last ten years alone. We understand the time constraints involved and the urgency of needing every aspect of the new BUR RPT to be ready for fall 2026. We have successfully launched seamless advertising programs alongside terminal openings in EWR Terminal A, LGA Terminal C/D, SFO's new Harvey Milk Terminal, and the upcoming SAN Terminal 1, to name a few large-scale and high-stakes projects.

MARKETING PLAN: GROWING YOUR ADVERTISING PROGRAM THROUGH DATA, DESIGN AND PARTNERSHIP

A Customer-Centered, Data-Driven Approach to Airport Advertising

At Clear Channel Airports, we deliver more than advertising — we deliver a strategic partnership rooted in innovation, data and collaboration. Our mission is to help airports maximize revenue, elevate their brand and better understand their audiences by offering a modern, results-focused media program that aligns with BUR's goals. By combining the reach of our nationwide sales network, proprietary research and world-class creative services, we drive meaningful connections between BUR, top-tier advertisers and the passengers moving through your terminals.

Multichannel Sales Engine Fueled by Market Intelligence

No other airport media company brings the same level of sales commitment as Clear Channel. Our multichannel strategy activates nearly 300 sales professionals across five distinct pipelines: local, regional, national, outdoor division clients and programmatic buyers. This expansive reach allows us to attract a diverse mix of advertisers while delivering higher occupancy rates and better yields for your media program.

Every sales professional is equipped with comprehensive market insights, best-in-class training, and ongoing marketing support to present BUR in the most compelling way possible. Our sales and marketing strategy is built on:

- **Proprietary audience research** and insights to guide campaign strategy.
- **Customized, branded sales materials** tailored to BUR's unique value.
- **Accountability at every level**, with goals and performance tracked daily, weekly, and annually.
- **Aligned incentives** that reward our team for selling BUR's inventory, not just general campaigns.

Strategic Media Design that Captures Attention and Revenue
Clear Channel's hallmark is strategically placed media designed to engage high-value travelers in impactful ways. Our design philosophy balances creative visibility with commercial viability, using market data to inform location, format and pricing strategies. We optimize inventory to:

- Reach both global and local brands through a careful pricing spectrum.
- Maximize impressions and influence with hard-to-reach consumers.
- Appeal to iconic regional businesses alongside major national advertisers.

By understanding the unique characteristics of BUR terminal traffic, we ensure your Airport becomes an essential media destination for advertisers.

Data and Analytics That Deliver Actionable Audience Intelligence
Our commitment to innovation extends beyond cutting-edge advertising solutions—we empower our partners with insights from our advanced data and analytics capabilities that shape smarter decisions and stronger outcomes. By integrating a variety of proprietary, commissioned and syndicated data into custom AI-powered dashboards, multiple data streams become single intelligence interfaces. We not only craft data-backed value propositions to address specific client needs, but we also help our airport partners understand t the audiences traveling through their airports and throughout their entire consumer journey.

Our data and analytics capabilities span five key areas, delivering privacy-compliant, actionable intelligence that supports more effective decision-making across the airport ecosystem.

1. Audience Insights and Behaviors
Understanding traveler behavior is at the core of Clear Channel's strategy. Our proprietary RADAR® platform offers unmatched visibility into airport audiences by analyzing how they align with over 3,000 consumer and business attributes, from purchasing power to lifestyle preferences. This enables more relevant, effective advertising and gives airport partners meaningful insights into who is passing through their terminals.

We enhance this through our commissioned bi-annual Nielsen airport insights study, which helps us understand how travelers perceive and respond to airport advertising, particularly among high-value business flyers. The results consistently show strong engagement, with high levels of recall and post-ad actions. Our most recent study with Nielsen (April 2025) revealed:

We share these insights directly with our advertisers, increasing their confidence in your media program's ability to drive real business outcomes.

To round out the picture, we integrate third-party data from trusted sources like Scarborough, MRI-Simmons, OAAA research and Ipsos. These tools provide privacy-compliant insights into demographics, psychographics, and behavior, helping airports and advertisers make smarter, more targeted decisions.

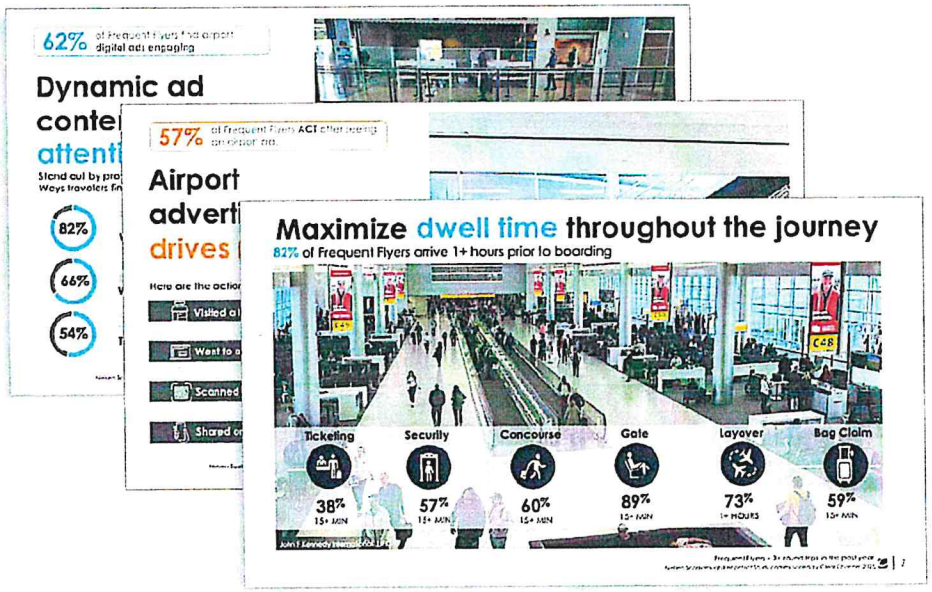
2. Attribution and Mobile Retargeting
Through our proprietary RADAR® suite of tools, we connect airport media exposure to real-world outcomes. Using aggregated, privacy-safe mobile data, we can measure how advertising influences behavior, such as store visits or online engagement and re-engage travelers after they leave the terminal through mobile retargeting. This creates a seamless brand journey that increases impact and delivers measurable ROI for advertisers.

3. Passenger Data and Forecasting
We use data from ACI, FAA, TSA, ForwardKeys, and other sources to monitor passenger trends and forecast travel volumes. By accessing multiple sources, we have the ability to understand traffic on an annual, monthly, weekly and daily level. This includes insights into destination markets, origin-destination patterns and year-over-year throughput trends.

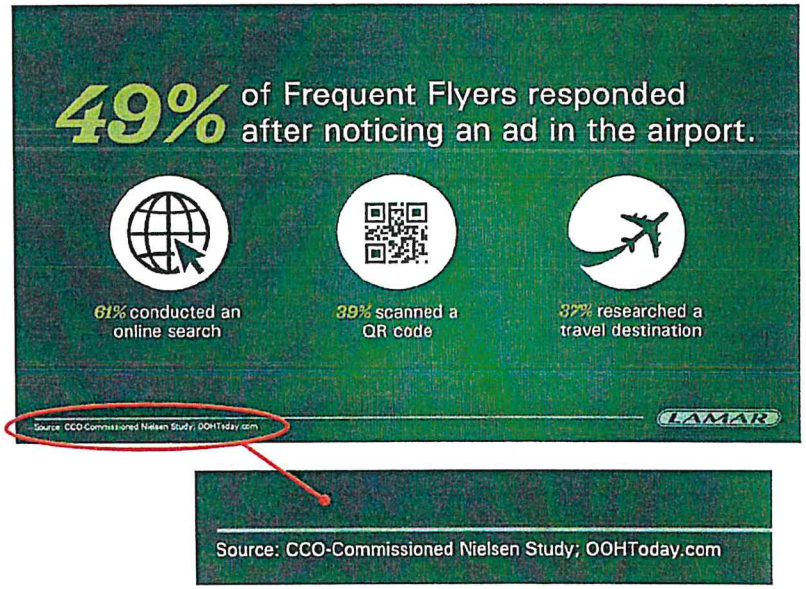
Clear Channel and Nielsen Insights Connect with Airport Audiences

In June 2025, Clear Channel commissioned and released the latest edition of its bespoke Nielsen Scarborough recontact study which has become the benchmark in the out-of-home industry for data, insights and effectiveness of airport advertising and sponsorship. The airport and travel industry is set up for growth in 2025 and beyond supported by the investment, expansion and modernization of U.S. airports and the surge in air travel as Americans seek new adventures. This study provided an inside look at how travelers perceive and respond to airport advertising, what their airport journey entails and an in-depth look at the Business Frequent Flyer. Clear Channel also invests in 20 total research resources that create our proprietary technology and insights stack and robust toolkit for advertisers and agencies. This covers everything from audience insights and behaviors, travel industry insights, market intel and trends and passenger data and forecasting. Data as at the core of our marketing strategy. In total, Clear Channel invests over $2,000,000 a year on data licensing to gather all our intelligence which brings added value to BUR in terms of passengers insights enhanced advertising revenues.

CCO-COMMISSIONED NIELSEN STUDY



YOUR CURRENT CONCESSIONAIRE'S SALES AND MARKETING COLLATERAL



DATA & INSIGHTS

Clear Channel Outdoor | A iHEART DIVISION

Nielsen

Integrated into AI-powered dashboards, these tools help us monitor traffic around seasonal changes, event attendance, world events, economic shifts and other scenarios that impact air travel to help us provide the most informed responses and value propositions to our partners.

4. Travel Industry Insights
By closely tracking economic indicators and media industry trends, we help our partners stay ahead of commercial shifts and evolving advertiser demand. We rely on a broad mix of industry publications, data sources, trade associations, conferences and strategic partnerships to stay current with developments in the travel landscape. Daily research enables us to anticipate change and continuously refine our sales and marketing strategies.

We draw actionable insights from trusted syndicated studies, including AMEX Global Travel Surveys, The Harris Poll, Skift, Google Travel Insights and more, keeping us aligned with shifting traveler expectations and market dynamics.

By understanding why people travel, how global trends influence decisions and what passengers value in the airport experience, we ensure our advertising strategy, and our communications with partners, remain timely, relevant and impactful.

5. Market Intelligence and Trends
We leverage tools like Vivvix, GoSpend.com, SponsorUnited and other trusted sources to gather market intelligence that informs our strategic approach. These platforms provide valuable insights into where brands are spending their advertising dollars, which events and teams they are sponsoring and how they are engaging with consumers across channels. We also use these resources to monitor government contracts and public-sector spending, helping us identify potential opportunities and competitive activity. This intelligence allows us to stay informed on brand priorities, industry benchmarks and emerging trends, all of which support smarter planning and more effective partnerships with our airport clients.

High-Impact Marketing Support That Elevates Your Airport
Our marketing team elevates the BUR's visibility with customized, high-quality collateral that captures advertiser attention.

We do not rely on generic data or cookie-cutter decks; instead, we create branded, persuasive materials that speak to Burbank's unique story, audience profile and media potential. Our customized marketing services include:

- Professionally designed sales kits, proposals and market guides.
- Data-backed insights on BUR's traveler demographics and advertising appeal.
- Custom web landing pages, event-specific marketing and thought leadership content.

Led by your dedicated marketing manager, Brooke Koller, and our Airports-dedicated creative team, we tailor every piece of material to resonate with the right decision-makers from global brand managers to local business owners.

Advertiser Client Services: Making Creative Execution Effortless

We simplify the creative side of airport advertising and remove barriers to entry for advertisers by offering full-service production, design and installation through our exclusive ACS (Advertiser Client Services) program. Whether print, digital, experiential or specialty, ACS ensures campaigns are flawlessly executed with minimal lift from airport or advertiser teams.

- **ACS: Print** makes static ad buying seamless and worry-free for agencies and advertisers. Our campaign coordinator team works closely with advertisers to assist in the production of creative content, ensure airport graphic standards and advertising guidelines are met and provide timely proof-of-performance. We partner with vetted, industry-leading graphic design, production and installation professionals.
- **ACS: Digital** works closely with advertisers to ensure full-motion and static digital ads are designed and executed for maximum impact. Additionally, the ACS Digital team ensures proper content specifications are followed and provides creative recommendations, resizing and design assistance for advertisers of all sizes and campaign types.
- **ACS: Design** is a full-service, in-house creative department specializing in the development of impactful advertising campaigns for print and digital clients. This turnkey service is especially helpful for smaller brands that need full campaign development services or assistance.
- **ACS: Specialty** guides and supports all sponsorship and experiential projects from concept to full execution, serving as the liaison between account executives, agencies and clients and airport concession operations. We engage multiple specialty agencies throughout the country that are familiar with the requirements of the airport environment and deliver the highest quality turnkey services including concept, design, fabrication and installation.

These services empower advertisers of all sizes to deliver high-quality, unmissable content that enhances BUR's terminal environment and increases dwell-time engagement.

A Commitment to Excellence

Every aspect of our work, from sales strategy and data delivery to design and execution, is centered on one clear goal: making the BUR advertising program more successful.

Clear Channel amplifies airport advertising by extending campaigns across our social media channels, reaching audiences well beyond the terminal. We highlight standout creative, high-impact placements and brand success stories to generate buzz and maximize visibility for our advertisers. Beyond our own efforts, we create memorable in-airport moments through experiential activations and iconic signage that travelers often share on their own social feeds. This kind of organic amplification enhances the prestige and influence of airport media, turning terminals into powerful stages for brand storytelling

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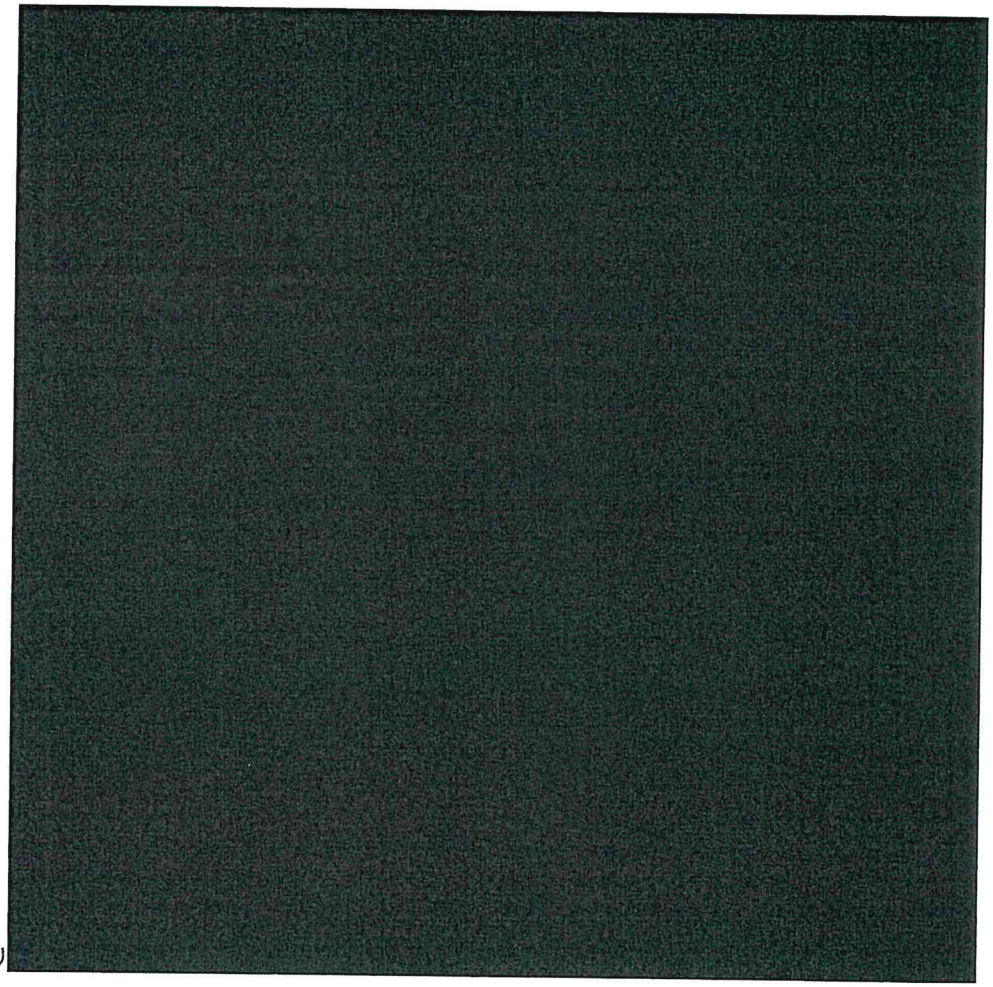
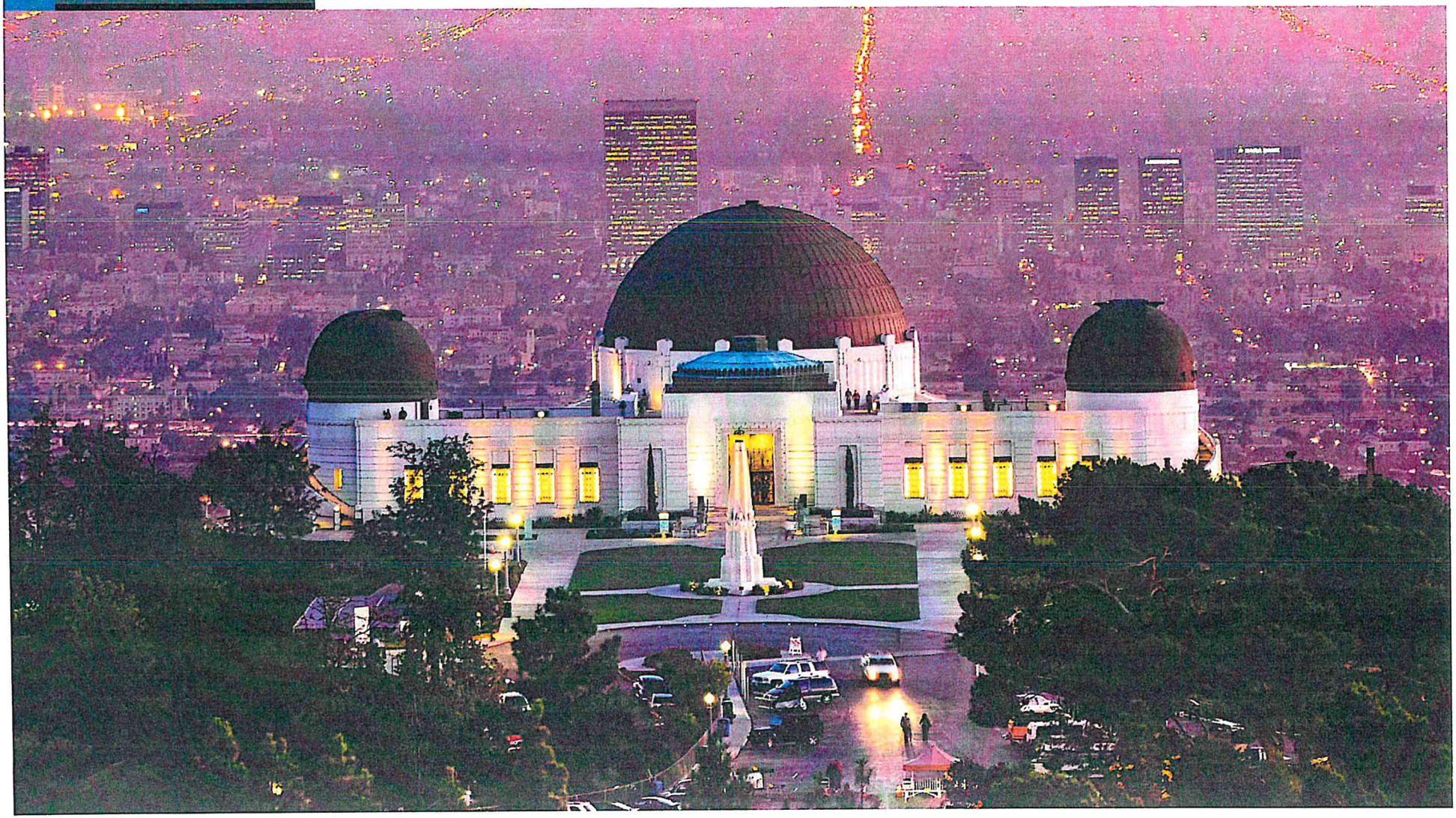
Our senior leadership is actively involved in campaign planning, performance monitoring and revenue forecasting to ensure we consistently deliver results that exceed expectations. By placing BUR's brand, goals and passengers at the center of everything we do, we create advertising experiences that are more impactful for your travelers, more valuable for advertisers and more profitable for your airport.

Clear Channel's proposed approach for BUR is as ambitious as it is practical. We combine creative imagination with technical precision to deliver a flexible, future-proof media program. Our team brings the expertise, resources and local engagement needed to transform BUR into a destination where advertising becomes part of the journey — informing, delighting and driving new revenue every step of the way.

Proposed Design Concept (BUR)





Provide a transparent and comprehensive pricing structure for the installation, maintenance, and continuous support of ongoing advertisement programs, as well as a Minimum Annual Guarantee (MAG) concession fee. Clearly delineate all pertinent costs and specifics to ensure clarity and understanding of the financial aspects associated with the proposed advertising program.

a. The Concessionaire shall pay a concession fee for the initial full year of the term, beginning with the date of beneficial occupancy, subject to adjustments as outlined below. Respondent must propose a MAG concession fee, not less than $1,000,000.00, payable in 12 equal monthly installments to the Authority.
b. Respondent additionally shall propose for payment to the Authority a percentage fee (no less than 50%) of the gross sales realized from all advertising in excess of the MAG concession fee.

Careful Analysis Points To Financial Growth

After careful analysis supported by over 50 years of U.S. airport advertising operations, Clear Channel is confident that our proposed advertising, sponsorship and IPTV program will enable us to substantially increase revenues for the Authority. Our proven ability to drive more revenue through digital networks, particularly in new and expansion terminal projects, our multichannel sales approach with our breadth of existing sales assets in Southern California, coupled with our existing relationships in the entertainment / media industry will help us set a new benchmark for revenues at BUR.

Our confidence in what we can deliver to the Authority is demonstrated in our revenue projections and our financial offer. **In Year 1 of the new contract, we are projecting to grow revenues to $2.5 million, growing to just over $4 million by Year 8.** We have diligently tracked revenues at BUR dating back to 2007, and our Year 1 projection would already exceed the highest annual revenue mark of $2.2 million at BUR. While there is potential for revenue over-performance, we feel this is an ambitious and realistic revenue growth pattern, based upon a need to reeducate advertisers on the value of digital advertising over the printed assets and 100 percent share of voice they have been accustomed to at BUR for so many years.

To further demonstrate our confidence, **we are offering the Authority a Year 1 MAG of $1.18 million and 60 percent revenue share, both exceeding the minimum amounts outlined in the RFP.** Our proposed capital investment meets or exceeds all of the required objectives and prescribed inventory of the RFP, exceeding $2.5 million in total capital investment over the life of the agreement.

John Glenn Columbus International Airport (CMH) Video Wall

IN YEAR 1 OF THE NEW CONTRACT, WE ARE PROJECTING TO GROW REVENUES TO $2.5 MILLION, GROWING TO JUST OVER $4 MILLION BY YEAR 8. WE HAVE DILIGENTLY TRACKED REVENUES AT BUR DATING BACK TO 2007, AND OUR YEAR 1 PROJECTION WOULD ALREADY EXCEED THE HIGHEST ANNUAL REVENUE MARK OF $2.2 MILLION AT BUR.

Detailed Revenue Analysis and Revenue Bridge for BUR

We have included a detailed revenue analysis for Year 1 through Year 8 of our agreement to demonstrate how we will leverage the new digital media program to grow revenues each year and to realistically attain and exceed our revenue projections, which show a clear path to double annual revenues to $4M by Year 8.

During the question and answer period we requested inventory and rate detail for BUR's current advertising program to better understand what advertiser budgets have looked like historically, however this information was not provided in Addendum 1 or 2. This is no problem, as we believe a fresh start is needed at BUR with a brand new terminal and new approach of mostly digital advertising. Therefore, the media rates included have been set based upon peer airports within our existing portfolio of 60 airports, evaluating a combination of comparable passenger traffic, comparable revenues and similar designated market areas such as San Jose (SJC), Sacramento (SMF), Long Beach (LGB), Columbus, OH (CMH) and Palm Beach, FL (PBI).

Long Beach Airport (LGB)

These informed rates, along with anticipated and assumed occupancy percentages of the new digital program show Year 1 revenue growth to $2.5M. With nearly a full year in advance of the BUR RPT opening date of October 2026, we feel this is an aggressive, yet attainable revenue goal for Year 1. There is some degree of risk, however, in transitioning what is now a predominantly print/static program to one which will be almost entirely digital in nature. This risk is illustrated in our revenue bridge, but you will find that the additional "step-ups" in the revenue bridge offer more than enough upside to mitigate and overcome this risk.

Palm Beach International Airport (PBI)

Norman Y. Mineta San Jose International Airport (SJC)

Blockbuster Partner Preview

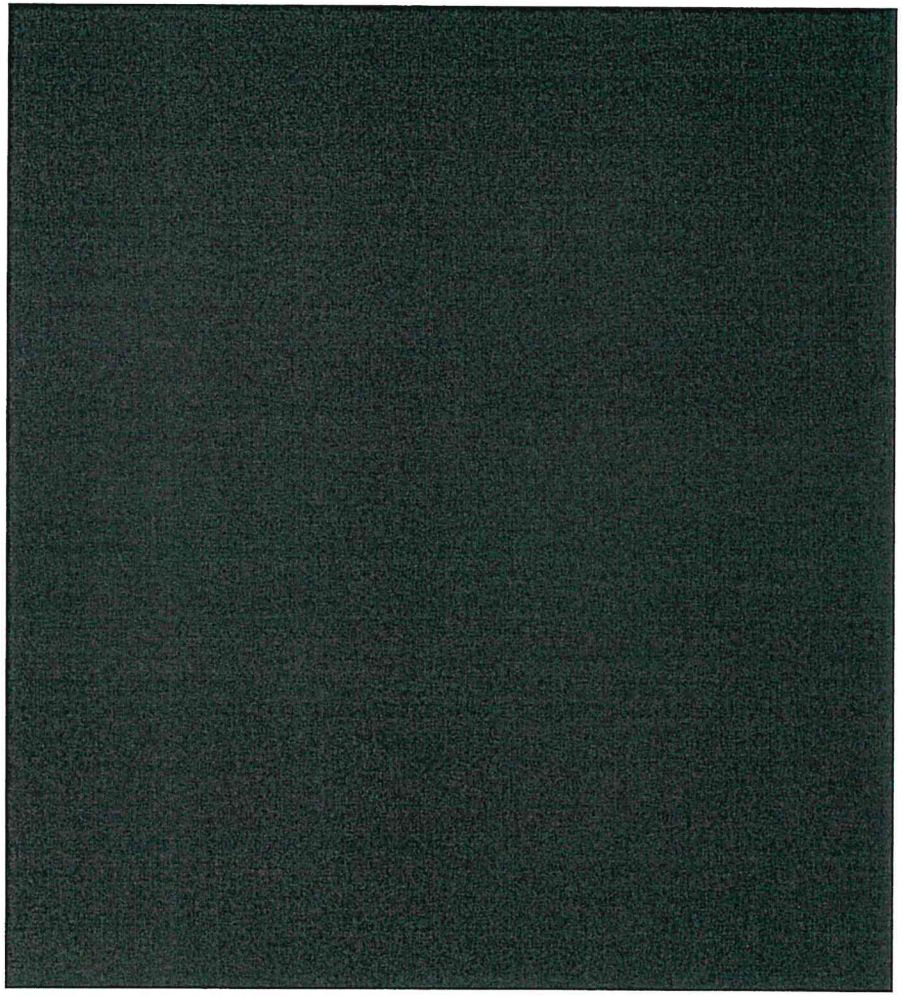
Since the announcement of the RFP for the BUR RPT, we have been proactively surveying our advertising and agency partners around Burbank and Los Angeles for their interest in the BUR RPT advertising program, sharing new terminal timing updates and advertising program renderings. The response has been very positive and we have held multiple meetings and conversations with one particular major studio who is not currently advertising at BUR but who has done amazing installations with Clear Channel in several other digitally enhanced airport advertising programs. Even if this particularly client did not move forward, we are confident that another would jump on the opportunity for a large share of voice across BUR's new digital footprint. This is represented as a key step in our revenue bridge provided, and represents immediate value in partnership with Clear Channel.

BUR Media Rates

Clear Channel's pricing plan at BUR is built on a flexible structure that supports clients and agencies of all sizes and origins, directly aligning with BUR's goals to grow non-aeronautical revenue, deliver modern, visually integrated media and to maximize space through innovative ad strategies.

Our base pricing model is driven by three key factors and allows advertisers to curate a media plan that fits their individual goals and budget. This foundation enables strategic rate setting for large-scale national and international advertisers while maintaining scalable, entry-level pricing for local businesses. We tailor BUR pricing based on the following key factors:

- **Media Type:** Your proposed program is built on a mix of asset types to appeal to a wide range of advertiser budgets. Digital media commands higher rates due to demand, flexibility and visibility. We maximize revenue by strategically positioning these assets in areas with long sight lines or high dwell time, allowing multiple advertisers to benefit from a single location. Print media remains vital, offering a more cost-effective solution that supports brand takeovers, share-of-voice ownership and precise location targeting.
- **Size:** Large-format displays drive stronger impact and viewer recall and are priced accordingly. We offer large-format displays in both print and digital formats that command higher price points and generate increased utilization rates.
- **Location:** Assets positioned in high-traffic areas command premium pricing based on higher reach and frequency, calculated through historical passenger data and traffic modeling.



Along with strategic pricing factors, Clear Channel uses an occupancy-based revenue management model to align rates with market conditions, campaign demand and advertiser type. This strategy generates consistent high occupancy, protects the integrity of premium inventory and allows us to adapt pricing dynamically across peak travel periods, major events and seasonal fluctuations.

For national and international advertisers, our rate tiers are benchmarked against peer airports and other media options within the market. This tiered pricing model allows for:

- **Maximized revenue opportunities** for premier media assets in high-traffic locations.
- **Customizable campaign packages** that align with a range of budgets and campaign objectives.
- **Enhanced visibility** with placements that reach a diverse audience including frequent flyers, business travelers and international tourists.

Supporting BUR's local businesses is integral to our pricing plan and to BUR's regional impact strategy. Therefore, we make your media program rates accessible to smaller enterprises with:

- Affordable rates on lower-demand inventory to provide cost-effective options for local advertisers and smaller businesses.
- Customized campaign packages with tailored advertising solutions that meet the specific goals and budgets of area businesses, supporting community integration and diversity in your media mix.

This inclusive pricing strategy is a core component of our overall sales and marketing plans. Designed to support BUR's goals, this approach not only supports the growth of small and regional businesses but also enriches the Airport's advertising landscape with premium offerings for the most prestigious regional and global brands and the enhanced revenues that come with them.

Financial Strength and Source of Funding

Clear Channel Outdoor Holdings, Inc. is a stable and reliable partner with revenues of $1.5 billion for the last 12-month period ending in June 2025. Our continued investment in our digital strategy has unlocked growth in key cities across the U.S. As we move forward, our focus and execution of our digital transformation plan will position us to continue to grow out-of-home's share of total media spend and drive sustainable, profitable, long-term value.

We finance our capital investments with operational cash flows and cash on hand, but also have other sources of funding available to the business and contracts. As of the end of June 2025, our balance sheet held approximately $139 million of cash and excess availability under our credit facility of $212 million. Our weighted average maturity of debt is approximately five years. We are in a strong financial position.

Clear Channel Outdoor Holdings, Inc.'s financial statements are reported to the SEC and are available to the public on the SEC website. They also can be found at the following website address: https://investor.clearchannel.com/financials/sec-filings/default.aspx

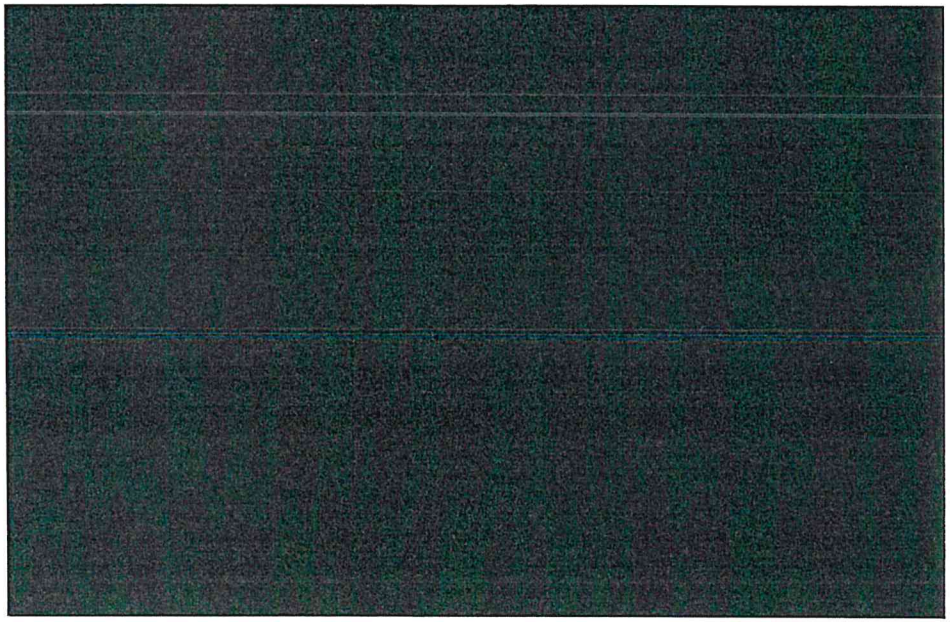


Figure 1 - Sample Revenue Model – Advertising

Respondent is required to complete and submit a revenue model form with its proposal. Below is a simple revenue model that illustrates revenue to the Authority.

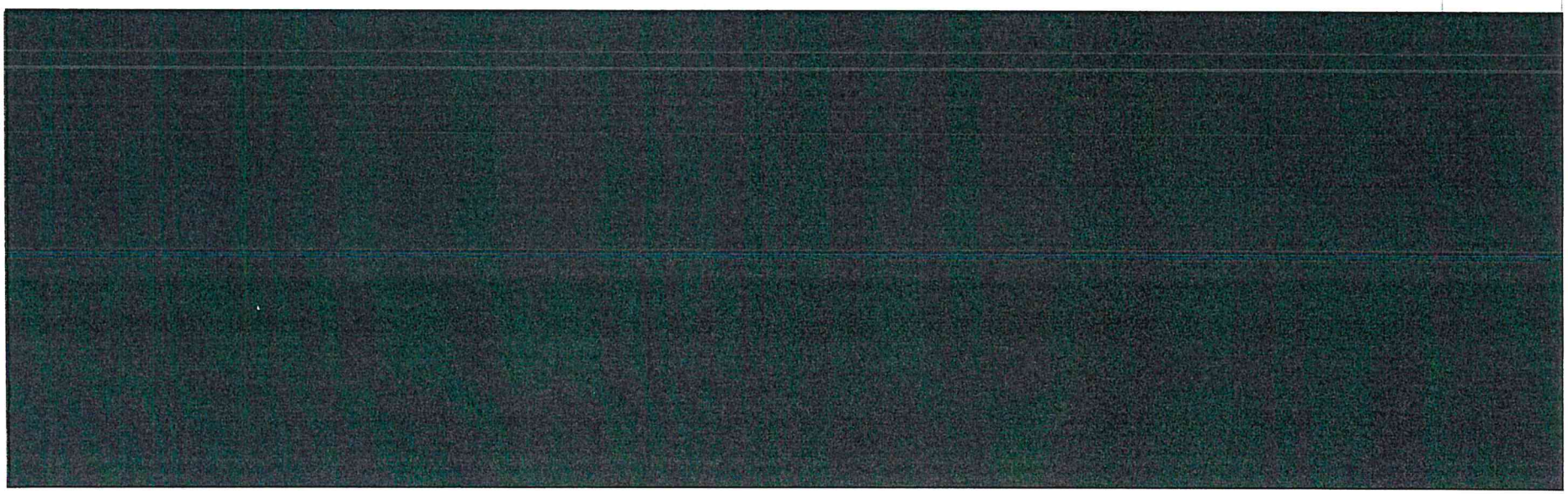
Initial Term (8 Years)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Minimum Annual Guarantee to Authority ($)	$1,182,500.00	$1,241,625.00	$1,303,706.25	$1,368,891.56	$1,437,336.14	$1,509,202.95	$1,584,663.10	$1,663,896.25
Revenue Share to Authority (%)	60%	60%	60%	60%	60%	60%	60%	60%
Projected Total Gross Advertising Revenue ($)	$2,505,262.50	$2,913,974.70	$3,137,057.47	$3,293,910.34	$3,458,605.86	$3,631,536.15	$3,813,112.96	$4,003,768.61
Total Revenue to Authority ($) (MAG + Revenue Share)	$1,503,157.50	$1,748,384.82	$1,882,234.48	$1,976,346.21	$2,075,163.52	$2,178,921.69	$2,287,867.78	$2,402,261.16

Note 1: The Minimum Annual Guarantee to the Authority shall increase year over year by 5%, or to 90% of the Total Revenue to Authority from the previous year, whichever is greater.

Note 2: This is a binding value.

BUR Pro Forma

Income Statement	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Total
Gross Revenue	**2,505,263**	**2,913,975**	**3,137,057**	**3,293,910**	**3,458,606**	**3,631,536**	**3,813,113**	**4,003,769**	**26,757,229**
Annual Growth (%)		16.3%	7.7%	5.0%	5.0%	5.0%	5.0%	5.0%	
Concession Payment									
MAG Minimum Annual 5% YoY Increase	**1,182,500**	**,241,625**	**1,303,706**	**1,368,892**	**1,437,336**	**1,509,203**	**1,584,663**	**1,663,896**	**11,291,821**
MAG estimate based on PY payment	1,182,500	1,352,842	1,573,546	1,694,011	1,778,712	1,867,647	1,961,030	2,059,081	**13,469,368**
[A] Effective MAG (greater of 5% YoY Inc or PY payment)	1,182,500	1,352,842	1,573,546	1,694,011	1,778,712	1,867,647	1,961,030	2,059,081	**13,469,368**
[B] Percentage Fee (60%)	1,503,158	1,748,385	1,882,234	1,976,346	2,075,164	2,178,922	2,287,868	2,402,261	**16,054,337**
Total Payment (Greater of A or B)	**1,503,158**	**1,748,385**	**1,882,234**	**1,976,346**	**2,075,164**	**2,178,922**	**2,287,868**	**2,402,261**	**16,054,337**
Concession Payment %	60.0%	60.0%	60.0%	60.0%	60.0%	60.0%	60.0%	60.0%	**60.0%**



BUR RPT Sample Sales Pricing Sheet

Inventory Code	Type	Location	Description	[redacted]
DA-1, 2, 3, 4, 10, 11, 14, 15	D	Concourse	Vertical LCD flag network; 6 dbl-sided (PK16)	
DA-5, DA-7, DA-16	D	Bag Claim	LED Digital 360 Columns 7' tall & LED VW 20'x6' (PK3)	
SA-1, SA-2	S	Central Atrium	Bulkhead TFD 20x5	
DA-6, 8, 9	D	Bag Claim	Double Sided Bag Belt 75" LCD (PK6)	
IPTV-1 - 9	D	Concourse / Hold Rooms	Gatehold IPTV network; 65" LCDs; 9 double-sided	
R-1, R-2; DA-12, DA-13	D	EVIDS Atrium & Ticketing	Digital Roadblock all digital assets including BUR-owned assets	

BUR Revenue Analysis (Years 1-4)

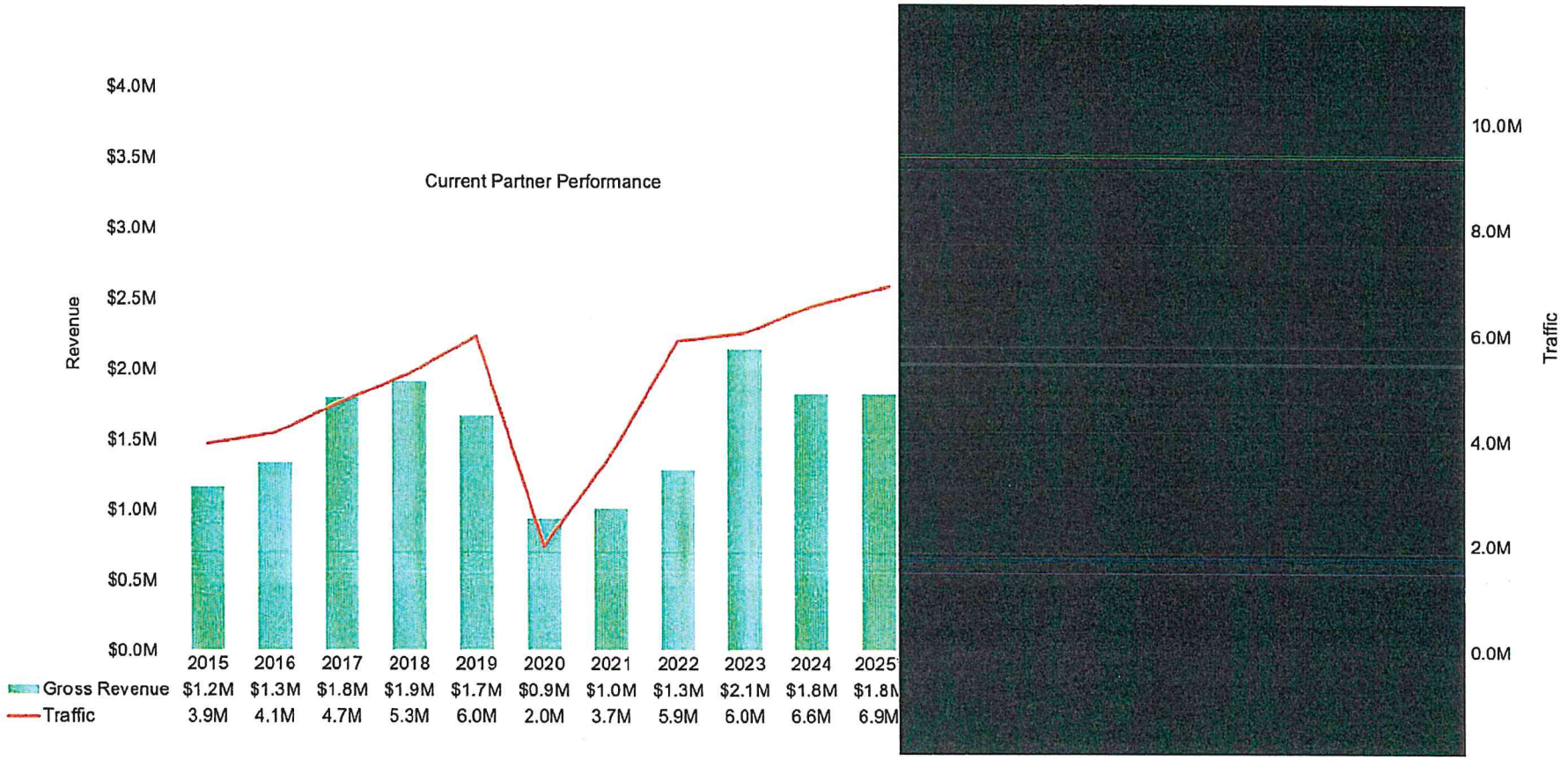
Location Codes	Location	Display Type	# Slots	[redacted]
DA-1, 2, 3, 4, 10, 11, 14, 15	Concourse	Vertical LCD flag network; 6 dbl-sided (PK16)	12	
DA-5, DA-7, DA-16	Bag Claim	LED Digital 360 Columns 7' tall & LED VW 20'x6' (PK3)	10	
SA-1, SA-2	Central Atrium	Bulkhead Non-lit TFD 20'x5'	2	
DA-6, 8, 9	Bag Claim	Double Sided Bag Belt 75" LCD (PK6)	18	
IPTV-1 -9	Concourse / Hold Rooms	Gatehold IPTV; 65" LCDs; 9 dbl-sided (PK18)	6	
R-1, R-2; DA-12, DA-13	EVIDS Atrium & Ticketing	Digital Roadblock (all digital assets including BUR-owned assets)	1	
		Total revenue		
		Year-over-year growth		

BUR Revenue Analysis (Years 5-8)

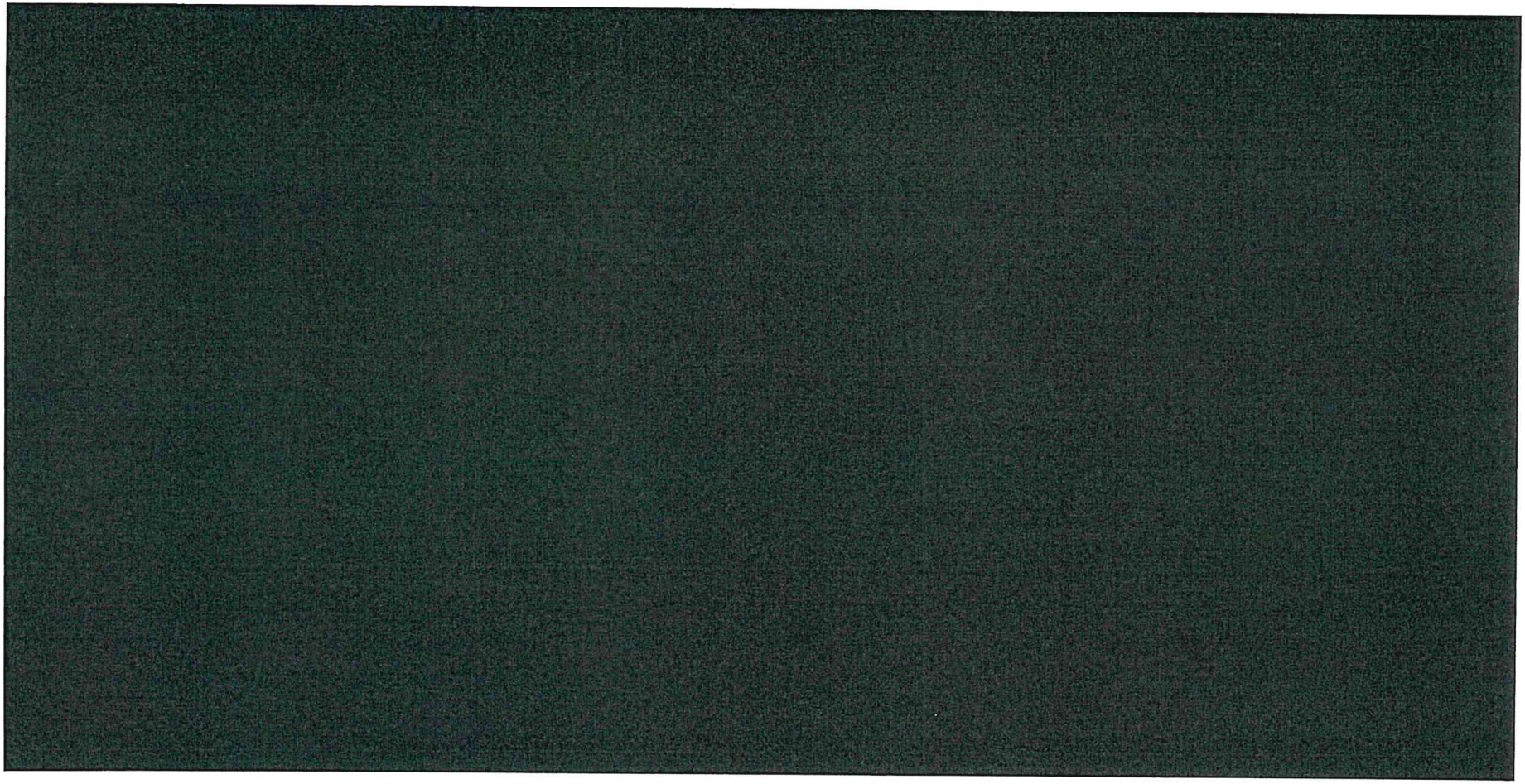
Location Codes	Location	Display Type	# Slots
DA-1, 2, 3, 4, 10, 11, 14, 15	Concourse	Vertical LCD flag network; 6 dbl-sided (PK16)	12
DA-5, DA-7, DA-16	Bag Claim	LED Digital 360 Columns 7' tall & LED VW 20'x6' (PK3)	10
SA-1, SA-2	Central Atrium	Bulkhead Non-lit TFD 20'x5'	2
DA-6, 8, 9	Bag Claim	Double Sided Bag Belt 75" LCD (PK6)	18
IPTV-1 -9	Concourse / Hold Rooms	Gatehold IPTV; 65" LCDs; 9 dbl-sided (PK18)	6
R-1, R-2; DA-12, DA-13	EVIDS Atrium & Ticketing	Digital Roadblock (all digital assets including BUR-owned assets)	1
		Total revenue	
		Year-over-year growth	

[redacted]

BUR Past Performance vs. Clear Channel Projections

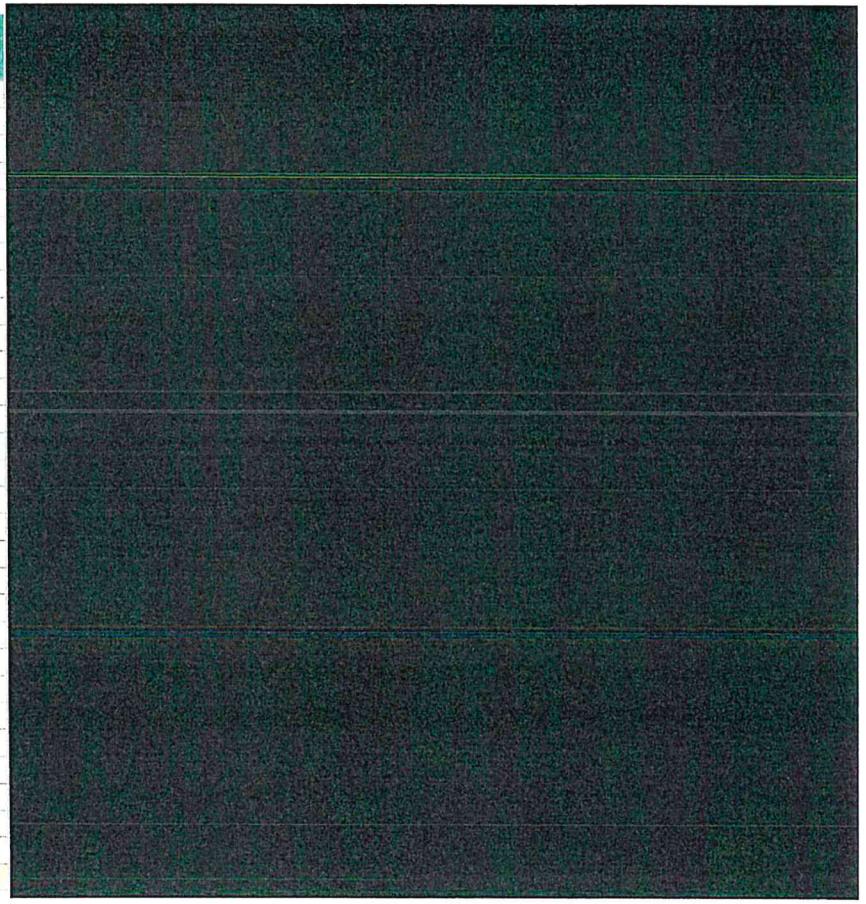


**2025 is estimated based on information provided during RFP Q&A period*



BUR RPT Capital Investment Detail

RFP Code	Airport Location	Proposed Display	Approx. Size
DA-1	Concourse	Vertical LCD Triangle	75"
DA-10	Concourse	Vertical LCD Triangle	75"
DA-11	Concourse	Vertical LCD Triangle	75"
DA-12	Concourse	Airport Directory	15'w x 5'h
DA-13	Concourse	Airport Directory	15'w x 5'h
DA-14	Concourse	Vertical LCD Triangle	75"
DA-15	Concourse	Vertical LCD Triangle	75"
DA-16	Bag Claim	Bulkhead Videowall	20'w x 6'h
DA-2	Concourse	Vertical LCD Triangle	75"
DA-3	Concourse	Vertical LCD Triangle	75"
DA-4	Concourse	Vertical LCD Triangle	75"
DA-5	Bag Claim	Column Digital Wrap	full column circumf. @ 7' H
DA-6	Bag Claim	Double Sided LCD	75"
DA-7	Bag Claim	Column Digital Wrap	full column circumf. @ 7' H
DA-8	Bag Claim	Double Sided LCD	75"
DA-9	Bag Claim	Double Sided LCD	75"
IPTV-1	Concourse	IPTV LCD DBL Sided	65"
IPTV-2	Concourse	IPTV LCD DBL Sided	65"
IPTV-3	Concourse	IPTV LCD DBL Sided	65"
IPTV-4	Concourse	IPTV LCD DBL Sided	65"
IPTV-5	Concourse	IPTV LCD DBL Sided	65"
IPTV-6	Concourse	IPTV LCD DBL Sided	65"
IPTV-7	Concourse	IPTV LCD DBL Sided	65"
IPTV-8	Concourse	IPTV LCD DBL Sided	65"
IPTV-9	Concourse	IPTV LCD DBL Sided	65"
R-1	Ticketing	Video Stripe	111'-1.5"w x 4'-5.5"h
R-2	Ticketing	Video Stripe	111'-1.5"w x 4'-5.5"h
SA-1	Central Atrium	Bulkhead Tension Fabric Display	20'w x 5'h
SA-2	Central Atrium	Bulkhead Tension Fabric Display	20'w x 5'h
			Grand Total



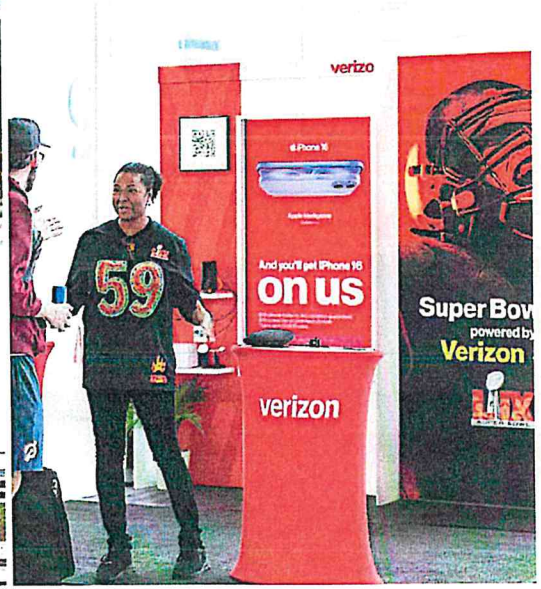
7: ADVERTISING PROGRAM AND INTERNET TELEVISION CONCESSION AGREEMENT

7: ADVERTISING PROGRAM AND INTERNET TELEVISION CONCESSION AGREEMENT

Audemars Piguet AP House on Sunset Boulevard in the heart of Los Angeles

Los Angeles roadside display celebrates Pride Week

John F. Kennedy International Airport (JFK) event-based exhibit



Louis Armstrong New Orleans International Airport (MSY) event-based exhibit

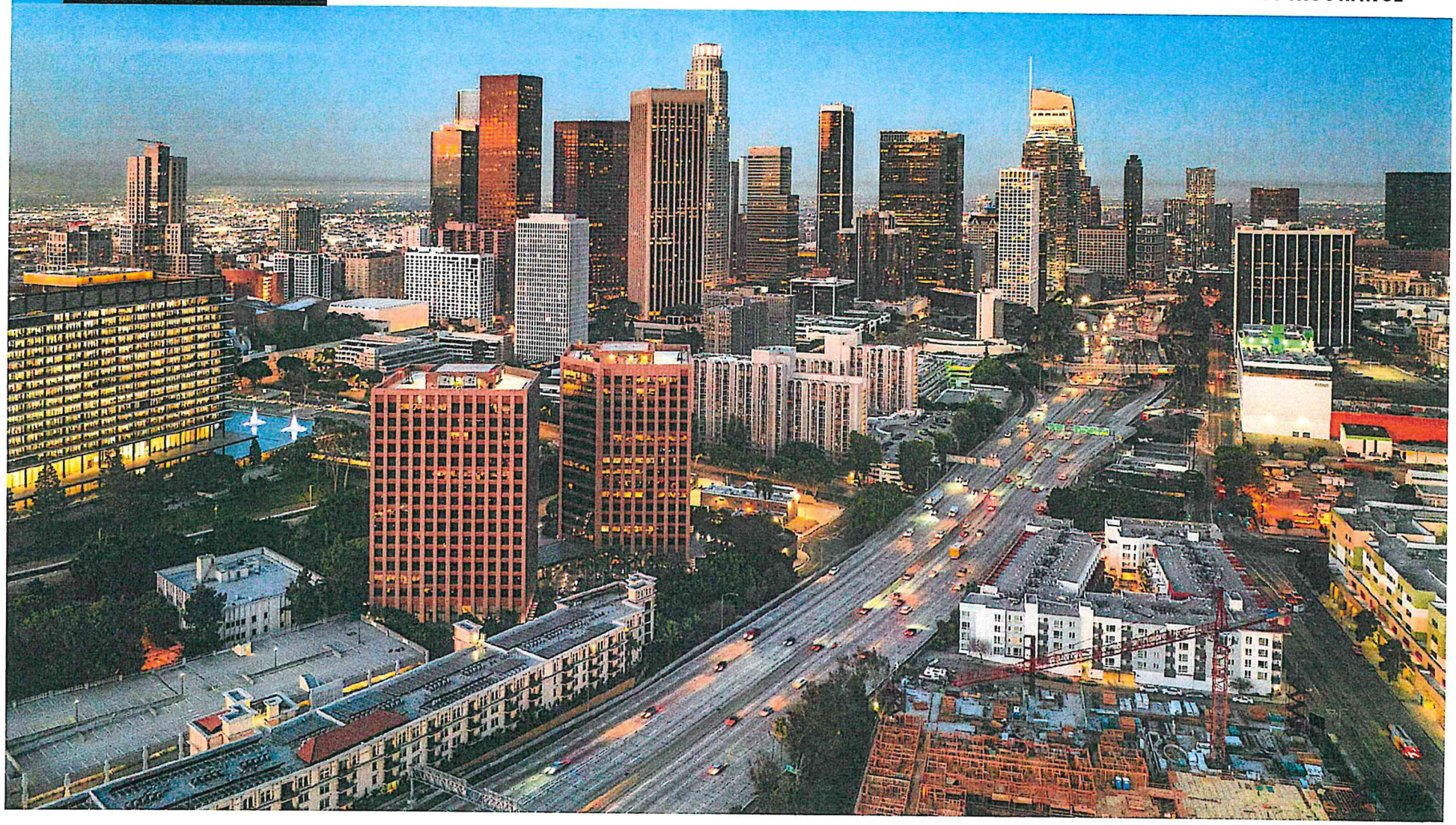
Re: RFP No. ADM25-03 – Advertising Program and IPTV Concession – Sample Agreement Acknowledgement Statement

In accordance with Section 7 of the of the Request for Proposals (RFP) No. ADM25-03 issued by the Burbank-Glendale-Pasadena Airport Authority, Clear Channel Airports, Inc. d/b/a Clear Channel Outdoor, Airports Division (the "Respondent") hereby acknowledges receipt of, and has reviewed, the sample Advertising Program and Internet Protocol Television (IPTV) Concession Agreement provided as Exhibit K to the RFP.

The Respondent objects to certain language in the sample agreement. The Respondent affirms its good-faith intent to enter into an agreement substantially in the form presented in Exhibit K, subject to the contractual clarifications and exceptions identified in the Respondent's completed Exhibit I – Exception Log included with this proposal (uploaded separately into the bid portal, as directed per RFP instruction).

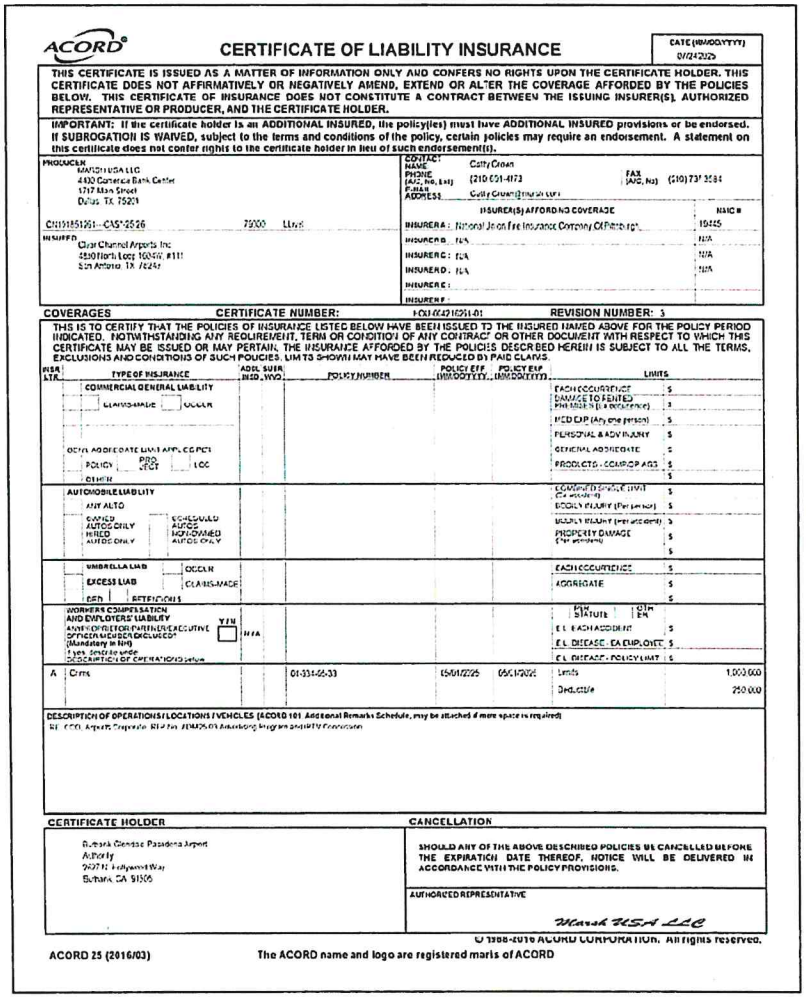
The Respondent's willingness to negotiate in good faith is contingent upon the Authority's consideration of those specific exceptions and proposed alternative language set forth in Exhibit I. No additional contractual deviations beyond those disclosed in Exhibit I will be proposed after submission of this proposal. The Respondent understands that the Authority retains the right to modify the sample agreement.

The clarifications and exceptions to the sample Agreement represent important contract terms designed to create a mutually rewarding business relationship that is sustainable based on well-established and proven practices across 60 U.S. commercial airport leases. Clear Channel does not raise these exceptions lightly and realizes that these points are negotiable should we be selected as the successful Respondent.



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 K.

Clear Channel Outdoor has reviewed the insurance requirements outlined in Exhibit K and affirms our ability to meet or exceed all stated coverage thresholds. A sample certificate of insurance is included with this proposal, demonstrating compliance and our ongoing commitment to risk management and contract integrity.



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/24/2025

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 USA LLC
4400 Computer Bank Center
1717 Main Street
Dallas, TX 75201

CONTACT NAME: Cathy Crown
PHONE (A/C, No, Ext): (210) 651-4173 FAX (A/C, No): (210) 737 3584
E-MAIL ADDRESS: Cathy.Crown@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Company Of Pittsburgh	19445
INSURER B : N/A	N/A
INSURER C : N/A	N/A
INSURER D : N/A	N/A
INSURER E :	
INSURER F :	

INSURED
Clear Channel Airports Inc
4500 North Loop 1604W #111
San Antonio, TX 78249

COVERAGES CERTIFICATE NUMBER: MSH 643 1604-01 REVISION NUMBER: 3

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
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $ $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE $ AGGREGATE $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
A	Crime			01-334-66-33	05/01/2025	05/01/2026	Limits 1,000,000 Deductible 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CCO Airports Proposal RFP No. RFP25-03 Advertising Integrated Facility Concession

CERTIFICATE HOLDER
Burbank Glendale Pasadena Airport Authority
2627 N. Hollywood Way
Burbank, CA 91505

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.

AUTHORIZED REPRESENTATIVE
Marsh USA LLC

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ACORD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 07/24/2025

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 Marsh USA LLC 4400 Cornerstone Blvd 1717 Main Street Dallas, TX 75201	COMPANY Zurich American Insurance Company
CN101651261-Prop-25-26	79000 (Live)
FAX (A/C, No): 212-948-0518	E-MAIL ADDRESS: Dallas.Certs@marsh.com
CODE:	SUB CODE:
AGENCY CUSTOMER ID #:	
INSURED Clear Channel Airports, Inc 4530 North Loop 1604W, #111 San Antonio, TX 78249	LOAN NUMBER POLICY NUMBER PFR0734313 06
	EFFECTIVE DATE 04/01/2025 — EXPIRATION DATE 04/01/2026 — CONTINUED UNTIL TERMINATED IF CHECKED ☐
	THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
RE: CCO, Airports Corporate, RFP No. ADM25-03 Advertising Programs and IPTV Concession

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
All Risk of direct physical loss or damage to real and personal property on a replacement cost basis, subject to policy terms, conditions and exclusions. Coverage includes, but is not limited to fire, extended perils such as vandalism, malicious mischief, flood, earthquake and boiler & machinery. US Terrorism included. Contractor's Equipment Leased, Rented or Borrowed)	500,000	

NOTE: THE PROPERTY POLICY EVIDENCED ABOVE CONTAINS VARIOUS SUBLIMITS AND IS SUBJECT TO DEDUCTIBLES SPECIFIC TO VARIOUS PERILS COVERED.

REMARKS (Including Special Conditions)

Certificate Holder is included as Loss Payee as their interest may appear where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. Where required by written contract, additional insured in favor of Burbank-Glendale-Pasadena Airport Authority is included as their interest may appear, for physical damage to insured property which is the subject of the written contract or agreement entered, before any loss occurs, and does not provide any Time Element Coverage to the legal entity, except as provided under Leasehold Interest Coverage of the policy.

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 POU-0042167J3-01

NAME AND ADDRESS		
Burbank-Glendale-Pasadena Airport Authority 2627 N. Hollywood Way Burbank, CA 91505	☒ ADDITIONAL INSURED ☐ MORTGAGEE	☐ LENDER'S LOSS PAYABLE ☒ WOS
	LOAN #	☒ LOSS PAYEE
	AUTHORIZED REPRESENTATIVE Marsh USA LLC	

ACORD 27 (2016/03)

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AGENCY CUSTOMER ID: CN101651261
LOC #: San Antonio

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA LLC	NAMED INSURED Clear Channel Airports Inc 4530 North Loop 1604W, #111 San Antonio, TX 78249
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 27 FORM TITLE: Evidence of Property Insurance

Broad Form Named Insured
Clear Channel Outdoor, Inc. and affiliated, subsidiary and associated companies and/or corporations and the insured's interest in partnerships and joint ventures as now exist or may hereafter be constituted or acquired and any party in interest which the insured is responsible hereinafter referred to as "The Insured"

ACORD 101 (2008/01)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/25/2025

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 USA LLC 4100 Comerica Bank Center 1717 Main Street Dallas, TX 75201	CONTACT NAME: Cathy Coan PHONE (A/C, No, Ext): (210) 691-4173 FAX (A/C, No): (210) 737 3534 E-MAIL ADDRESS: Cathy.Coan@marsh.com
CH01851261-CAS-PCAS p-24-25 75000 LLive	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED Clear Channel Airports, Inc 4335 North Loop 1604W, #111 San Antonio, TX 78249	INSURER A: National Union Fire Insurance Company Of Pittsburgh, 19445 INSURER B: AIU Insurance Company 19399 INSURER C: N/A N/A INSURER D: Insurance Company of the State of Pennsylvania 19429 INSURER E: INSURER F: Beazley Syndicate 2623/623

COVERAGES — CERTIFICATE NUMBER: HOU-004216248-02 — REVISION NUMBER: 4

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			GLO547077	03/31/2025	03/31/2026	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA7030297 (AOS)	03/31/2025	03/31/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
A	X ANY AUTO			CA7030810 (MA	03/31/2025	03/31/2026	BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			EEC3137309	03/31/2025	03/31/2026	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC7029304012 (AOS)	03/31/2025	03/31/2026	X STATUTE; OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC7029304014 (WI)	03/31/2025	03/31/2026	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
F	Media Professional Liability			DPF-41250701	03/01/2025	03/01/2026	Limit Each Claim	5,000,000
							SIR	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: CCO Airports Corporate, RFP No. ADU25-03 Advertising Program and PTV Concession

Authority, the Authority Commission and all its officers, employees, and agents, their successors, and assigns are included as additional insured on general and auto liability but only to the extent of the liability assumed under written contract.

CERTIFICATE HOLDER	CANCELLATION
Hollywood Burbank Airport Authority 2627 N. Hollywood Way Burbank, CA 91505	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 Marsh USA LLC

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AGENCY CUSTOMER ID: CN101851261

LOC #: San Antonio

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA LLC	NAMED INSURED Clear Channel Airports, Inc 4335 North Loop 1604W, #111 San Antonio, TX 78249
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

This insurance is primary and non-contributory, but only with respect to liability that arises out of the acts or omissions of the Named Insured, or, to the extent of the liability assumed by the Named Insured under written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. In the event coverage is cancelled for any statutorily permitted reason, other than non-payment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the contractual schedule shown below. For the most current schedule maintained by Marsh USA, Inc. and estimated to ANC no less than 45 days prior to the effective date of cancellation. Number of Days Notice of Cancellation: 30

The Beazley Media Professional Liability policy contains the following language:

Subrogation

- If any payment is made under this Policy and there is available to the Underwriters any of the Insured's rights of recovery against any other party, then the Underwriters will maintain all such rights of recovery. The Insured will do whatever is reasonably necessary to secure such rights and will not do anything after an incident or event giving rise to a Claim or Loss to prejudice such rights. If the Insured has waived its rights to subrogate against a third party through written agreement made before an incident or event giving rise to a Claim or Loss has occurred, then the Underwriters waive their rights to subrogation against such third party. Any recoveries will be applied first to subrogation expenses, second to Loss paid by the Underwriters, and lastly to the Retention. Any additional amounts recovered will be paid to the Named Insured.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/31/2025 forms a part of

Policy No. CA 703-08-97 issued to CLEAR CHANNEL OUTDOOR HOLDINGS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is** amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

Authorized Representative or Countersignature (in States Where Applicable)

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ENDORSEMENT

This endorsement effective 12:01 A.M. 03/31/2025 forms a part of

Policy No. CA7030897 issued to CLEAR CHANNEL OUTDOOR HOLDINGS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION AND NONRENEWAL TO CERTIFICATE HOLDER

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

We shall provide written notice in accordance with state law in the event this policy is cancelled or non-renewed, for any reason other than non payment of premium, to those entities set out in the schedule below.

Notice will be mailed to:

To the attention of: Pursuant to applicable written contract or agreement you enter into

Contract, Permit or Job Number:

All other terms, conditions, and exclusions remain the same.

Authorized Representative

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POLICY NUMBER: CA 703-08-97

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/31/2025 forms a part of

policy No. CA 7030897 issued to CLEAR CHANNEL OUTDOOR HOLDINGS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an " accident" or " loss" if:

(1) The " accident" or " loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and

(2) The contract or agreement was entered into prior to any " accident" or " loss" .

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

62897 (6/95)

POLICY NUMBER: GL654-70-77

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any Person or Organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into	Per the contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 03/31/2025 forms a part of

Policy No. GL 654-70-77 issued to CLEAR CHANNEL OUTDOOR HOLDINGS, INC.

By National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, either:
   (a) the name of the entity shown on the certificate, a contact name at each such entity and the U.S. Postal Service address of each such entity; or
   (b) the email address of a contact at each such entity; and
3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") to such Certificate Holders within 30 days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

Proof of the Insurer emailing or mailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. First Named Insured means the Named Insured shown on the Declarations Page of this policy.
2. Insurer means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

POLICY NUMBER: GL 654-70-77

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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POLICY NUMBER: GL 654-70-77

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Pursuant to applicable written contract or agreement you enter into
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

 Insurance Services Office, Inc., 2018

NOTICE OF CANCELLATION AND NON-RENEWAL TO CERTIFICATE HOLDER

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM **03/31/2025** forms a part of Policy No. **WC 020396012**

Issued to **CLEAR CHANNEL OUTDOOR HOLDINGS, INC.**

By **THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA**

This endorsement, modifies Insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

We shall provide written notice in accordance with state law in the event this policy is cancelled or nonrenewed, for any reason other than non payment of premium, to those entities set out in the schedule below.

Schedule

Notice will be mailed to: **Pursuant to applicable written contract or agreement you enter into.**

To the attention of:

Contract, Permit or Job Number:

WC 99 00 45
(Ed. 07/03)

Countersigned by _____

Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM **03/31/2025** forms a part of Policy No. **WC 020396012**

Issued to **CLEAR CHANNEL OUTDOOR HOLDINGS, INC.**

By **THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

Any person or organization with whom you have entered into a contract, a condition of which requires you to obtain this waiver from us.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

POLICY NUMBER: GL 654-70-77

COMMERCIAL GENERAL LIABILITY
CG 20 10 1219

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Person or Organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into	Per the contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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9: AUDITED FINANCIAL STATEMENTS

Respondent shall submit audited financial statements to the Authority for fiscal years 2022, 2023, and 2024.

Our audited financial statements for fiscal years 2022, 2023, and 2024 are included with this proposal. Any supplemental information can be found within our full report which is available upon request or via our Clear Channel Outdoor website.

https://investor.clearchannel.com/financials/annual-reports

Please scan or click to view our audited financial statements

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Clear Channel Outdoor Holdings, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Clear Channel Outdoor Holdings, Inc. and subsidiaries (the Company) as of December 31, 2022 and 2021, the related consolidated statements of loss, comprehensive loss, changes in stockholders' deficit and cash flows for each of the three years in the period ended December 31, 2022, and the related notes and the financial statement schedule listed in the Index at Item 15(a)2 (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2022, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 28, 2023 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

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Valuation of Indefinite-Lived Intangible Assets - Permits

Description of the Matter

As described in Notes 2 and 11 to the consolidated financial statements, prior to the fourth quarter the Company accounted for its permits as indefinite lived. Management conducted its annual impairment test for indefinite-lived permits at the market level as of July 1, 2022, but also performed an interim test during the second quarter of 2022 due to events and circumstances present at that time that indicated that the carrying value of the indefinite-lived permits at certain markets may have been impaired. During the fourth quarter of 2022, the Company concluded that the permits should no longer have an indefinite useful life and the Company tested its permits for impairment immediately prior to the change in useful life. As a result of the interim impairment test, the Company recognized an impairment charge of $21.8 million during the second quarter of 2022. No impairments were recognized as a result of the annual impairment test or the test performed during the fourth quarter of 2022.

Auditing management's impairment tests for indefinite-lived permits was complex and highly judgmental and required the involvement of a valuation specialist due to the significant estimation required to determine the fair value of the indefinite-lived permits. In estimating the fair value of these assets, management made certain key assumptions that were applied to the valuation model, including the discount rate, revenue growth rates and profit margin expectations. These assumptions are sensitive to and affected by expected future market, industry or economic conditions, including the impact of COVID-19.

How We Addressed the Matter in Our Audit

We obtained an understanding of, evaluated the design of and tested the operating effectiveness of internal controls that address the risk of material misstatement related to the valuation of the indefinite-lived permits. This included testing internal controls over management's development and review of key assumptions applied to the valuation model, such as testing the internal controls related to the Company's forecasting process used to develop the estimated future cash flows. We also tested internal controls over management's review of the data inputs underlying the assumptions used in the valuation model.

To test the estimated fair value of the Company's indefinite-lived permits, our audit procedures included, among others, evaluating the Company's selection of the valuation methodology, evaluating the methods and significant assumptions used by management, and evaluating the completeness and accuracy of the underlying data supporting the significant assumptions and estimates. We compared the projected cash flows to the Company's historical cash flows and other available industry and market forecast information, including third-party industry projections for the advertising industry. We involved our valuation specialists to assist in reviewing the valuation methodology and the discount rate. We also performed sensitivity analyses of certain significant assumptions to evaluate the changes to the fair value of the indefinite-lived permits.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2005.
San Antonio, Texas
February 28, 2023

CLEAR CHANNEL OUTDOOR HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

(In thousands, except share and per share data)	December 31, 2022	December 31, 2021
CURRENT ASSETS		
Cash and cash equivalents	$ 286,781	$ 410,767
Accounts receivable, net	619,829	643,116
Prepaid expenses	55,371	54,180
Other current assets	27,395	26,458
Assets held for sale	131,540	—
Total Current Assets	1,120,916	1,134,521
PROPERTY, PLANT AND EQUIPMENT		
Structures, net	556,312	622,738
Other property, plant and equipment, net	231,236	204,508
INTANGIBLE ASSETS AND GOODWILL		
Permits	723,061	717,666
Other intangible assets, net	251,121	271,448
Goodwill	650,643	698,704
OTHER ASSETS		
Operating lease right-of-use assets	1,479,634	1,567,468
Other assets	73,088	82,302
Total Assets	$ 5,086,011	$ 5,299,355
CURRENT LIABILITIES		
Accounts payable	$ 101,621	$ 108,567
Accrued expenses	488,782	523,364
Current operating lease liabilities	254,217	316,692
Accrued interest	80,133	66,444
Deferred revenue	60,408	76,712
Current portion of long-term debt	25,218	21,165
Liabilities held for sale	111,161	—
Total Current Liabilities	1,121,540	1,112,944
NON-CURRENT LIABILITIES		
Long-term debt	5,568,799	5,583,788
Non-current operating lease liabilities	1,277,854	1,310,917
Deferred tax liabilities, net	243,668	324,579
Other long-term liabilities	136,956	161,097
Total Liabilities	8,348,817	8,493,325
Commitments and Contingencies (Note 8)		
STOCKHOLDERS' DEFICIT		
Noncontrolling interest	12,864	11,060
Common stock, par value $0.01 per share: 2,350,000,000 shares authorized (483,639,206 and 474,480,862 shares issued as of December 31, 2022 and 2021, respectively)	4,836	4,745
Additional paid-in capital	3,543,424	3,522,367
Accumulated deficit	(6,469,953)	(6,373,349)
Accumulated other comprehensive loss	(335,189)	(350,950)
Treasury stock (7,325,251 and 3,671,788 shares held as of December 31, 2022 and 2021, respectively)	(18,788)	(7,843)
Total Stockholders' Deficit	(3,262,806)	(3,193,970)
Total Liabilities and Stockholders' Deficit	$ 5,086,011	$ 5,299,355

See Notes to Consolidated Financial Statements

CLEAR CHANNEL OUTDOOR HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF LOSS

(In thousands, except per share data)	Years Ended December 31,		
	2022	2021	2020
Revenue	$ 2,481,134	$ 2,241,118	$ 1,854,608
Operating expenses:			
Direct operating expenses[1]	1,327,979	1,270,258	1,201,208
Selling, general and administrative expenses[1]	467,960	459,397	442,310
Corporate expenses[1]	157,915	156,181	137,297
Depreciation and amortization	253,809	253,155	269,421
Impairment charges	39,546	118,950	150,400
Other operating expense (income), net	2,386	(627)	(53,614)
Operating income (loss)	231,539	(16,196)	(292,414)
Interest expense, net	(362,680)	(350,457)	(360,259)
Loss on extinguishment of debt	—	(102,757)	(5,389)
Other income (expense), net	(35,079)	1,762	(170)
Loss before income taxes	(166,220)	(467,648)	(658,232)
Income tax benefit	71,832	34,528	58,006
Consolidated net loss	(94,388)	(433,120)	(600,226)
Less amount attributable to noncontrolling interest	2,216	695	(17,487)
Net loss attributable to the Company	$ (96,604)	$ (433,815)	$ (582,739)
Net loss attributable to the Company per share of common stock — basic and diluted	$ (0.20)	$ (0.93)	$ (1.25)

(1) Excludes depreciation and amortization

See Notes to Consolidated Financial Statements

CLEAR CHANNEL OUTDOOR HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS

(In thousands)	Years Ended December 31,		
	2022	2021	2020
Net loss attributable to the Company	$ (96,604)	$ (433,815)	$ (582,739)
Other comprehensive income (loss):			
Foreign currency translation adjustments	17,799	(18,031)	3,265
Reclassification adjustments	(5,193)	(11,292)	(5,817)
Other adjustments to comprehensive income (loss), net of tax	3,139	36,876	(15,538)
Other comprehensive income (loss)	15,745	7,553	(18,090)
Comprehensive loss	(80,859)	(426,262)	(600,829)
Less amount attributable to noncontrolling interest	(16)	(17)	(1,875)
Comprehensive loss attributable to the Company	$ (80,843)	$ (426,245)	$ (598,954)

See Notes to Consolidated Financial Statements

CLEAR CHANNEL OUTDOOR HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' DEFICIT

(In thousands, except share data)

	Common Shares Issued	Non-controlling Interest	Controlling Interest: Common Stock	Controlling Interest: Additional Paid-in Capital	Controlling Interest: Accumulated Deficit	Controlling Interest: Accumulated Other Comprehensive Loss	Controlling Interest: Treasury Stock	Total
Balances at December 31, 2019	466,744,939	$ 152,814	$ 4,667	$ 3,419,593	$ (5,349,631)	$ (349,557)	$ (2,617)	$ (2,054,705)
Adoption of ASU 2016-13, Credit Losses		—	—	—	(7,181)	—	—	(7,181)
Net loss		(17,487)	—	—	(582,739)	—	—	(600,226)
Release of stock awards and exercise of stock options	1,958,335	—	20	21	—	—	(464)	(423)
Share-based compensation		51	—	13,184	—	—	—	13,235
Payments to noncontrolling interests		(444)	—	—	—	—	—	(444)
Clear Media disposition		(122,264)	—	183	—	7,349	—	(114,732)
Other comprehensive loss		(1,872)	—	—	—	(16,215)	—	(18,090)
Other		—	—	10	(3)	(2)	—	5
Balances at December 31, 2020	468,703,164	$ 10,855	$ 4,687	$ 3,552,991	$ (5,939,534)	$ (358,520)	$ (3,081)	$ (2,782,602)
Net income (loss)		695	—	—	(433,815)	—	—	(433,120)
Release of stock awards and exercise of stock options	5,777,698	—	58	(22)	—	—	(4,762)	(4,726)
Share-based compensation		—	—	19,398	—	—	—	19,398
Payments to noncontrolling interests		(473)	—	—	—	—	—	(473)
Other comprehensive income (loss)		(17)	—	—	—	7,570	—	7,553
Balances at December 31, 2021	474,480,862	$ 11,060	$ 4,745	$ 3,572,367	$ (6,373,349)	$ (350,950)	$ (7,843)	$ (3,193,970)
Net income (loss)		2,216	—	—	(96,604)	—	—	(94,388)
Release of stock awards and exercise of stock options	9,158,344	—	91	(91)	—	—	(10,945)	(10,945)
Share-based compensation		—	—	21,148	—	—	—	21,148
Payments to noncontrolling interests		(396)	—	—	—	—	—	(396)
Other comprehensive income (loss)		(16)	—	—	—	15,761	—	15,745
Balances at December 31, 2022	483,639,206	$ 12,864	$ 4,836	$ 3,593,424	$ (6,469,953)	$ (335,189)	$ (18,788)	$ (3,262,806)

See Notes to Consolidated Financial Statements

CLEAR CHANNEL OUTDOOR HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

(In thousands)

	Years Ended December 31, 2022	2021	2020
Cash flows from operating activities:			
Consolidated net loss	$ (94,388)	$ (433,120)	$ (600,226)
Reconciling items:			
Depreciation, amortization and impairment charges	293,355	372,105	419,821
Non-cash operating lease expense	334,827	361,672	347,593
Loss on extinguishment of debt	—	102,757	5,389
Deferred taxes	(81,840)	(31,582)	(80,336)
Share-based compensation	21,148	19,398	13,235
Amortization of deferred financing charges and note discounts	11,236	11,536	11,842
Credit loss expense (reversal)	6,479	(2,727)	19,390
Gain on disposal of operating and other assets, net	(12,035)	(1,722)	(65,401)
Foreign exchange transaction loss (gain)	39,141	3,981	(502)
Other reconciling items, net	(2,143)	1,389	(3,134)
Changes in operating assets and liabilities, net of effects of Clear Media disposition:			
Decrease (increase) in accounts receivable	(20,532)	(177,069)	109,014
Decrease (increase) in prepaid expenses and other operating assets	(15,294)	(8,839)	4,116
Increase in accounts payable and accrued expenses	638	94,689	2,946
Decrease in operating lease liabilities	(349,204)	(389,335)	(334,017)
Increase (decrease) in accrued interest	14,905	(48,032)	28,236
Increase (decrease) in deferred revenue	(2,780)	1,162	4,956
Decrease in other operating liabilities	(2,621)	(9,760)	(20,730)
Net cash provided by (used for) operating activities	139,992	(133,495)	(137,808)
Cash flows from investing activities:			
Capital expenditures	(154,679)	(148,006)	(124,162)
Asset acquisitions	(61,984)	(18,523)	(1,319)
Net proceeds from disposal of assets	27,082	13,208	218,874
Other investing activities, net	(2,115)	618	1,128
Net cash provided by (used for) investing activities	(221,695)	(152,703)	94,521
Cash flows from financing activities:			
Draws on credit facilities	—	—	150,000
Payments on credit facilities	—	(130,000)	(20,000)
Proceeds from long-term debt	—	2,085,570	375,000
Payments on long-term debt	(21,377)	(2,011,042)	(74,971)
Debt issuance costs	—	(24,436)	(10,476)
Taxes paid related to net share settlement of equity awards	(10,945)	(4,762)	(464)
Other financing activities, net	(396)	(565)	(810)
Net cash provided by (used for) financing activities	(32,718)	(85,237)	418,279
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(6,867)	(3,655)	2,994
Net increase (decrease) in cash, cash equivalents and restricted cash	(121,289)	(375,090)	377,986
Cash, cash equivalents and restricted cash at beginning of year	419,971	795,061	417,075
Cash, cash equivalents and restricted cash at end of year	$ 298,682	$ 419,971	$ 795,061
Supplemental Disclosures:			
Cash paid for interest	$ 341,444	$ 387,582	$ 323,804
Cash paid for income taxes, net of refunds	$ 4,956	$ 4,770	$ 35,234

See Notes to Consolidated Financial Statements

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Clear Channel Outdoor Holdings, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Clear Channel Outdoor Holdings, Inc. and subsidiaries (the Company) as of December 31, 2023 and 2022, the related consolidated statements of loss, comprehensive loss, changes in stockholders' deficit and cash flows for each of the three years in the period ended December 31, 2023, and the related notes and the financial statement schedule listed in the Index at Item 15(a)2 (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 26, 2024 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Valuation of Goodwill — Europe-North Reporting Unit

Description of the Matter

As described in Note 11 to the consolidated financial statements, at December 31, 2023, the Company's goodwill balance associated with the Europe-North reporting unit was $148.7 million. Management conducts impairment tests for goodwill annually, or more frequently, if events or circumstances indicate the carrying value of goodwill may be impaired. The Company performed their annual impairment test as of July 1, 2023 on goodwill which resulted in no impairment charges being recorded for the Europe-North reporting unit.

Auditing management's impairment tests for goodwill was complex and highly judgmental and required the involvement of a valuation specialist due to the significant estimation required to determine the fair value of the Europe-North reporting unit. For the Europe-North reporting unit goodwill, the fair value estimate in the discounted cash flow model of the reporting unit is sensitive to significant assumptions such as changes in projected revenue growth rates, earnings before interest, taxes, depreciation, and amortization ("EBITDA") margins, and the discount rate. These assumptions are sensitive to and affected by expected future market or economic conditions.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Company's goodwill impairment review process, including controls over management's review of the significant assumptions and methodologies used in the calculation of the fair value of the Europe-North reporting unit, as well as the Company's review of the completeness and accuracy of the data used in the Company's analysis.

To test the estimated fair value of the Company's Europe-North reporting unit, our audit procedures included, among others, evaluating the Company's selection of the valuation methodology, the methods and significant assumptions used by management, and the completeness and accuracy of the underlying data supporting the Company's analysis. We compared the projected cash flows to the Company's historical performance and other available market forecast information, including third-party industry projections for the advertising industry. We involved our valuation specialists to assist in reviewing the valuation methodology and testing the discount rate. We assessed the historical accuracy of management's estimates and performed sensitivity analyses of significant assumptions to evaluate the changes in the fair value of the Europe-North reporting unit that would result from changes in the assumptions. In addition, we also tested management's reconciliation of the fair value of the reporting units to the market capitalization of the Company.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2005.
San Antonio, Texas
February 26, 2024

CLEAR CHANNEL OUTDOOR HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

(In thousands, except share and per share data)	December 31, 2023	December 31, 2022
CURRENT ASSETS		
Cash and cash equivalents	$ 251,652	$ 282,232
Accounts receivable, net	499,811	453,683
Prepaid expenses	49,398	44,989
Other current assets	25,227	17,482
Current assets of discontinued operations	131,313	322,530
Total Current Assets	957,401	1,120,916
PROPERTY, PLANT AND EQUIPMENT		
Structures, net	467,261	468,935
Other property, plant and equipment, net	199,083	203,178
INTANGIBLE ASSETS AND GOODWILL		
Permits, net	665,687	723,061
Other intangible assets, net	239,187	250,946
Goodwill	656,563	650,643
OTHER ASSETS		
Operating lease right-of-use assets	1,491,302	1,404,269
Other assets	45,991	48,449
Other assets of discontinued operations	—	215,614
Total Assets	$ 4,722,475	$ 5,086,011
CURRENT LIABILITIES		
Accounts payable	$ 63,587	$ 73,429
Accrued expenses	385,620	330,750
Current operating lease liabilities	216,578	211,952
Accrued interest	97,671	80,133
Deferred revenue	50,882	47,930
Current portion of long-term debt	612	21,203
Current liabilities of discontinued operations	68,778	356,143
Total Current Liabilities	883,728	1,121,540
NON-CURRENT LIABILITIES		
Long-term debt	5,631,291	5,540,698
Non-current operating lease liabilities	1,326,143	1,237,530
Deferred tax liabilities, net	231,481	236,210
Other liabilities	100,575	93,328
Other liabilities of discontinued operations	—	119,511
Total Liabilities	8,173,218	8,348,817
Commitments and Contingencies (Note 8)		
STOCKHOLDERS' DEFICIT		
Noncontrolling interests	12,298	12,864
Common stock, par value $0.01 per share: 2,350,000,000 shares authorized (494,061,048 and 483,639,206 shares issued as of December 31, 2023 and 2022, respectively)	4,941	4,836
Additional paid-in capital	3,563,807	3,543,424
Accumulated deficit	(6,780,875)	(6,469,953)
Accumulated other comprehensive loss	(227,344)	(335,189)
Treasury stock (11,003,897 and 7,325,251 shares held as of December 31, 2023 and 2022, respectively)	(23,570)	(18,788)
Total Stockholders' Deficit	(3,450,743)	(3,262,806)
Total Liabilities and Stockholders' Deficit	$ 4,722,475	$ 5,086,011

See Notes to Consolidated Financial Statements

CLEAR CHANNEL OUTDOOR HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF LOSS

(In thousands, except per share data)	Year Ended December 31, 2023	2022	2021
Revenue	$ 2,127,140	$ 2,014,028	$ 1,768,758
Operating expenses:			
Direct operating expenses[1]	1,092,686	981,979	887,034
Selling, general and administrative expenses[1]	371,643	357,589	329,629
Corporate expenses[1]	172,324	161,852	158,241
Depreciation and amortization	241,828	217,835	213,098
Impairment charges	—	22,676	118,950
Other operating expense, net	11,769	2,133	3,014
Operating income	236,890	269,964	58,792
Interest expense, net	(421,434)	(360,599)	(348,995)
Gain (loss) on extinguishment of debt	3,817	—	(102,757)
Other income (expense), net	6,403	(37,060)	(1,642)
Loss from continuing operations before income taxes	(174,324)	(127,695)	(394,602)
Income tax benefit attributable to continuing operations	17,217	80,392	36,458
Loss from continuing operations	(157,107)	(47,303)	(358,144)
Loss from discontinued operations	(151,709)	(47,085)	(74,976)
Consolidated net loss	(308,816)	(94,388)	(433,120)
Less: Net income attributable to noncontrolling interests	2,106	2,216	695
Net loss attributable to the Company	$ (310,922)	$ (96,604)	$ (433,815)
Net loss attributable to the Company per share of common stock — Basic and Diluted:			
Net loss from continuing operations attributable to the Company per share of common stock	$ (0.33)	$ (0.10)	$ (0.77)
Net loss from discontinued operations attributable to the Company per share of common stock	(0.32)	(0.10)	(0.16)
Net loss attributable to the Company per share of common stock — Basic and Diluted[2]	$ (0.65)	$ (0.20)	$ (0.93)

(1) Excludes depreciation and amortization

(2) Due to rounding, the total may not equal the sum of the line items in the table above.

See Notes to Consolidated Financial Statements

CLEAR CHANNEL OUTDOOR HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS

(In thousands)	Year Ended December 31,		
	2023	2022	2021
Net loss attributable to the Company	$ (310,922)	$ (96,604)	$ (433,815)
Other comprehensive income:			
Foreign currency translation adjustments	7,991	17,799	(18,031)
Reclassification adjustments	(4,064)	(5,193)	(11,292)
Reclassification adjustment for realized net losses from cumulative translation adjustments and pension related to sold businesses[1]	111,798	—	—
Other adjustments to comprehensive income, net of tax	(7,875)	3,139	36,876
Other comprehensive income	107,850	15,745	7,553
Comprehensive loss	(203,072)	(80,859)	(426,262)
Less amount attributable to noncontrolling interests	5	(16)	(17)
Comprehensive loss attributable to the Company	$ (203,077)	$ (80,843)	$ (426,245)

(1) Included in "Loss from discontinued operations" on Consolidated Statements of Loss

See Notes to Consolidated Financial Statements

CLEAR CHANNEL OUTDOOR HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' DEFICIT

(In thousands, except share data)

			Controlling Interest						
	Common Shares Issued	Non-controlling Interests	Common Stock	Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Treasury Stock	Total Stockholders' Deficit
Balances at December 31, 2020	468,703,164	$ 10,835	$ 4,687	$ 3,502,991	$ (5,939,536)	$ (358,520)	$ (3,691)	$ (3,782,602)
Net income (loss)		695	—	—	(433,815)	—	—	(433,120)
Release of stock awards and exercise of stock options	5,777,698	—	58	(22)	—	—	(4,782)	(4,726)
Share-based compensation		—	—	19,395	—	—	—	19,395
Payments to noncontrolling interests, net		(473)	—	—	—	—	—	(473)
Other comprehensive income (loss)		(17)	—	—	—	7,570	—	7,553
Balances at December 31, 2021	474,480,862	$ 11,040	$ 4,745	$ 3,522,367	$ (6,373,340)	$ (350,950)	$ (7,543)	$ (3,103,970)
Net income (loss)		2,216	—	—	(96,604)	—	—	(94,388)
Release of stock awards and exercise of stock options	9,158,344	—	91	(91)	—	—	(10,945)	(10,945)
Share-based compensation		—	—	21,148	—	—	—	21,148
Payments to noncontrolling interests, net		(396)	—	—	—	—	—	(396)
Other comprehensive income (loss)		(16)	—	—	—	15,761	—	15,745
Balances at December 31, 2022	483,639,206	$ 12,864	$ 4,836	$ 3,543,424	$ (6,469,953)	$ (335,189)	$ (18,488)	$ (2,262,806)
Net income (loss)		2,106	—	—	(310,922)	—	—	(308,816)
Release of stock awards and exercise of stock options	10,421,842	—	105	(105)	—	—	(4,782)	(4,782)
Share-based compensation		—	—	20,488	—	—	—	20,488
Payments to noncontrolling interests, net		(2,677)	—	—	—	—	—	(2,677)
Other comprehensive income (loss)		5	—	—	—	(3,953)	—	(3,948)
Dispositon of businesses		—	—	—	—	111,598	—	111,598
Balances at December 31, 2023	494,061,048	$ 12,298	$ 4,941	$ 3,563,807	$ (6,780,875)	$ (227,544)	$ (23,270)	$ (3,450,741)

See Notes to Consolidated Financial Statements

CLEAR CHANNEL OUTDOOR HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

(In thousands)	Year Ended December 31,		
	2023	2022	2021
Cash flows from operating activities:			
Consolidated net loss	$ (308,816)	$ (94,385)	$ (433,120)
Reconciling items:			
Depreciation, amortization and impairment charges	258,344	293,355	372,105
Non-cash operating lease expense	299,339	334,827	361,672
(Gain) loss on extinguishment of debt	(3,817)	—	102,757
Deferred taxes	(12,243)	(81,840)	(31,582)
Share-based compensation	20,488	21,148	19,398
Amortization of deferred financing charges and note discounts	11,666	11,236	11,538
Credit loss expense (reversal)	4,096	6,479	(2,727)
Loss (gain) on disposition of businesses and/or operating assets, net	100,043	(12,035)	(1,722)
Foreign exchange transaction (gain) loss	(12,372)	39,141	3,981
Other reconciling items, net	2,305	(2,143)	1,389
Changes in operating assets and liabilities, net of effects of dispositions:			
Increase in accounts receivable	(35,757)	(20,532)	(177,069)
Increase in prepaid expenses and other operating assets	(17,986)	(15,294)	(8,839)
Increase in accounts payable and accrued expenses	6,819	638	94,689
Decrease in operating lease liabilities	(306,970)	(349,204)	(389,335)
Increase (decrease) in accrued interest	17,896	14,005	(48,032)
Increase (decrease) in deferred revenue	5,449	(2,780)	1,162
Increase (decrease) in other operating liabilities	2,770	(2,621)	(9,760)
Net cash provided by (used for) operating activities	31,254	139,992	(133,495)
Cash flows from investing activities:			
Capital expenditures	(166,594)	(184,679)	(148,006)
Asset acquisitions	(12,140)	(61,984)	(18,523)
Proceeds from disposition of businesses and/or assets, net of direct costs to sell and cash sold	59,848	27,082	13,208
Other investing activities, net	(687)	(2,115)	618
Net cash used for investing activities	(119,573)	(221,696)	(152,703)
Cash flows from financing activities:			
Payments on credit facilities	—	—	(130,000)
Proceeds from long-term debt	750,000	—	2,085,570
Payments on long-term debt	(683,544)	(21,377)	(2,011,042)
Debt issuance and modification costs	(13,359)	—	(24,438)
Taxes paid related to net share settlement of equity awards	(4,782)	(10,945)	(4,762)
Other financing activities, net	(2,677)	(396)	(565)
Net cash provided by (used for) financing activities	45,638	(32,718)	(85,237)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	4,540	(6,867)	(3,655)
Net decrease in cash, cash equivalents and restricted cash	(38,141)	(121,289)	(375,090)
Cash, cash equivalents and restricted cash at beginning of year	298,682	419,971	795,061
Cash, cash equivalents and restricted cash at end of year	$ 260,541	$ 298,682	$ 419,971
Supplemental Disclosures:			
Cash paid for interest	$ 404,398	$ 341,444	$ 357,582
Cash paid for income taxes, net of refunds	$ 10,346	$ 4,956	$ 4,770

See Notes to Consolidated Financial Statements

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Clear Channel Outdoor Holdings, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Clear Channel Outdoor Holdings, Inc. and subsidiaries (the Company) as of December 31, 2024 and 2023, the related consolidated statements of loss, comprehensive loss, changes in stockholders' deficit and cash flows for each of the three years in the period ended December 31, 2024, and the related notes and financial statement schedule listed in the Index at Item 15(a)2 (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control–Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 24, 2025 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Valuation of Goodwill — Europe-North Reporting Unit

Description of the Matter

Management conducts impairment tests for goodwill annually, or more frequently, if events or circumstances indicate the carrying value of goodwill may be impaired as described in Note 2 to the consolidated financial statements. The Company performed their annual impairment test as of July 1, 2024 on goodwill which resulted in no impairment charges being recorded for the Europe-North reporting unit. As described in Note 3 to the consolidated financial statements, the goodwill balance of $143.9 million for Europe-North is now included in current assets of discontinued operations on the consolidated balance sheet as of December 31, 2024.

Auditing management's impairment tests for goodwill was complex and highly judgmental and required the involvement of a valuation specialist due to the significant estimation required to determine the fair value of the Europe-North reporting unit. For the Europe-North reporting unit goodwill, the fair value estimate in the discounted cash flow model of the reporting unit is sensitive to significant assumptions such as changes in projected revenue growth rates, earnings before interest, taxes, depreciation, and amortization ("EBITDA") margins, and the discount rate. These assumptions are sensitive to and affected by expected future market or economic conditions.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Company's goodwill impairment review process, including controls over management's review of the significant assumptions and methodologies used in the calculation of the fair value of the Europe-North reporting unit, as well as the Company's review of the completeness and accuracy of the data used in the Company's analysis.

To test the estimated fair value of the Company's Europe-North reporting unit, our audit procedures included, among others, evaluating the Company's selection of the valuation methodology, the methods and significant assumptions used by management, and the completeness and accuracy of the underlying data supporting the Company's analysis. We compared the projected cash flows to the Company's historical performance and other available market forecast information, including third-party industry projections for the advertising industry. We involved our valuation specialists to assist in reviewing the valuation methodology and testing the discount rate. We assessed the historical accuracy of management's estimates and performed sensitivity analyses of significant assumptions to evaluate the changes in the fair value of the Europe-North reporting unit that would result from changes in the assumptions. In addition, we also tested management's reconciliation of the fair value of the reporting units to the market capitalization of the Company.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2005.
San Antonio, Texas
February 24, 2025

CLEAR CHANNEL OUTDOOR HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

(In thousands, except share and per share data)	December 31, 2024	December 31, 2023
CURRENT ASSETS		
Cash and cash equivalents	$ 109,707	$ 171,776
Accounts receivable, net	344,096	314,874
Prepaid expenses	27,112	28,814
Other current assets	2,093	7,967
Current assets of discontinued operations	1,176,036	433,970
Total Current Assets	1,659,044	957,401
PROPERTY, PLANT AND EQUIPMENT		
Structures, net	335,761	339,865
Other property, plant and equipment, net	144,226	149,869
INTANGIBLE ASSETS AND GOODWILL		
Permits, net	613,305	665,687
Other intangible assets, net	218,465	230,251
Goodwill	507,819	507,819
OTHER ASSETS		
Operating lease right-of-use assets	1,315,529	1,080,548
Other assets	10,114	12,657
Other assets of discontinued operations	—	778,378
Total Assets	$ 4,804,263	$ 4,722,475
CURRENT LIABILITIES		
Accounts payable	$ 38,769	$ 44,607
Accrued expenses	163,615	182,171
Current operating lease liabilities	132,877	115,456
Accrued interest	90,945	97,671
Deferred revenue	70,214	40,811
Current portion of long-term debt	348	404
Current liabilities of discontinued operations	775,210	402,608
Total Current Liabilities	1,271,978	883,728
NON-CURRENT LIABILITIES		
Long-term debt	5,659,957	5,629,890
Non-current operating lease liabilities	1,229,345	1,008,722
Deferred tax liabilities, net	221,814	231,453
Other liabilities	60,952	62,816
Other liabilities of discontinued operations	—	356,609
Total Liabilities	8,444,046	8,173,218
Commitments and Contingencies (Note 8)		
STOCKHOLDERS' DEFICIT		
Noncontrolling interests	11,669	12,298
Common stock, par value $0.01 per share: 2,350,000,000 shares authorized (503,245,029 and 494,061,048 shares issued as of December 31, 2024 and 2023, respectively)	5,032	4,941
Additional paid-in capital	3,589,930	3,563,807
Accumulated deficit	(6,960,129)	(6,780,875)
Accumulated other comprehensive loss	(257,837)	(227,344)
Treasury stock (14,038,477 and 11,003,897 shares held as of December 31, 2024 and 2023, respectively)	(28,448)	(23,570)
Total Stockholders' Deficit	(3,639,783)	(3,450,743)
Total Liabilities and Stockholders' Deficit	$ 4,804,263	$ 4,722,475

See Notes to Consolidated Financial Statements

CLEAR CHANNEL OUTDOOR HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF LOSS

(In thousands, except per share data)	Year Ended December 31,		
	2024	2023	2022
Revenue	$ 1,505,230	$ 1,434,186	$ 1,361,564
Operating expenses:			
Direct operating expenses[1]	680,578	660,336	588,780
Selling, general and administrative expenses[1]	252,907	235,470	231,233
Corporate expenses[1]	126,904	129,248	118,762
Depreciation and amortization	173,998	196,811	173,726
Impairment charges	—	—	22,676
Other operating income, net	(8,340)	(4,488)	(9,466)
Operating income	279,183	216,809	255,853
Interest expense, net	(401,541)	(398,050)	(334,055)
Gain (loss) on extinguishment of debt	(2,393)	3,817	—
Other expense, net	(8,378)	(5,699)	(784)
Loss from continuing operations before income taxes	(133,129)	(183,123)	(78,986)
Income tax benefit attributable to continuing operations	9,365	23,679	89,907
Income (loss) from continuing operations	(123,764)	(159,444)	10,921
Loss from discontinued operations	(52,114)	(149,372)	(105,309)
Consolidated net loss	(175,878)	(308,816)	(94,388)
Less: Net income attributable to noncontrolling interests	3,376	2,106	2,216
Net loss attributable to the Company	$ (179,254)	$ (310,922)	$ (96,604)
Net loss attributable to the Company per share of common stock — Basic and Diluted:			
Net income (loss) from continuing operations attributable to the Company per share of common stock	$ (0.26)	$ (0.34)	$ 0.02
Net loss from discontinued operations attributable to the Company per share of common stock	(0.11)	(0.31)	(0.22)
Net loss attributable to the Company per share of common stock — Basic and Diluted[2]	$ (0.37)	$ (0.65)	$ (0.20)

(1) Excludes depreciation and amortization

(2) Due to rounding, the total may not equal the sum of the line items in the table above.

See Notes to Consolidated Financial Statements

CLEAR CHANNEL OUTDOOR HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS

(In thousands)	Year Ended December 31,		
	2024	2023	2022
Net loss attributable to the Company	$ (179,254)	$ (310,922)	$ (96,604)
Other comprehensive income (loss):			
Foreign currency translation adjustments	(31,964)	7,991	17,799
Reclassification adjustments	(1,946)	(4,064)	(5,193)
Reclassification adjustment for realized net losses from cumulative translation adjustments and pension related to sold businesses[1]	—	111,798	—
Other adjustments to comprehensive income (loss), net of tax	3,404	(7,875)	3,139
Other comprehensive income (loss)	(30,506)	107,850	15,745
Comprehensive loss	(209,760)	(203,072)	(80,859)
Less: Comprehensive income (loss) attributable to noncontrolling interests	(13)	5	(16)
Comprehensive loss attributable to the Company	$ (209,747)	$ (203,077)	$ (80,843)

(1) Included in "Loss from discontinued operations" on Consolidated Statements of Loss

See Notes to Consolidated Financial Statements

CLEAR CHANNEL OUTDOOR HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' DEFICIT

(In thousands, except share data)

			Controlling Interest					
	Common Shares Issued	Non-controlling Interests	Common Stock	Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Treasury Stock	Total Stockholders' Deficit
Balances at December 31, 2021	474,480,862	$ 11,660	$ 4,745	$ 3,522,367	$ (6,373,345)	$ (250,950)	$ (7,843)	$ (3,103,970)
Net income (loss)		2,218	—	—	(96,604)	—	—	(94,386)
Release of stock-based awards and exercise of stock options	9,158,344	—	91	(91)	—	—	(10,945)	(10,945)
Share-based compensation		—	—	21,142	—	—	—	21,142
Payments to noncontrolling interests, net		(396)	—	—	—	—	—	(396)
Other comprehensive income (loss)		(14)	—	—	—	15,761	—	15,747
Balances at December 31, 2022	483,639,206	$ 12,464	$ 4,836	$ 3,543,424	$ (6,469,949)	$ (235,189)	$ (18,788)	$ (3,262,806)
Net income (loss)		2,160	—	—	(310,922)	—	—	(308,816)
Release of stock-based awards and exercise of stock options	10,421,842	—	105	(105)	—	—	(4,782)	(4,782)
Share-based compensation		—	—	20,488	—	—	—	20,488
Payments to noncontrolling interests, net		(2,677)	—	—	—	—	—	(2,677)
Other comprehensive income (loss)		5	—	—	—	(3,953)	—	(3,948)
Disposition of businesses		—	—	—	—	111,798	—	111,798
Balances at December 31, 2023	494,061,048	$ 12,253	$ 4,941	$ 3,563,807	$ (6,780,871)	$ (127,344)	$ (23,570)	$ (3,450,743)
Net income (loss)		3,375	—	—	(179,254)	—	—	(175,879)
Release of stock-based awards and exercise of stock options	9,183,961	—	91	(91)	—	—	(4,878)	(4,878)
Share-based compensation		—	—	26,214	—	—	—	26,214
Payments to noncontrolling interests, net		(3,992)	—	—	—	—	—	(3,992)
Other comprehensive loss		(13)	—	—	—	(10,463)	—	(10,476)
Balances at December 31, 2024	503,245,009	$ 11,659	$ 5,032	$ 3,589,930	$ (6,960,125)	$ (137,807)	$ (28,448)	$ (3,519,718)

See Notes to Consolidated Financial Statements

CLEAR CHANNEL OUTDOOR HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

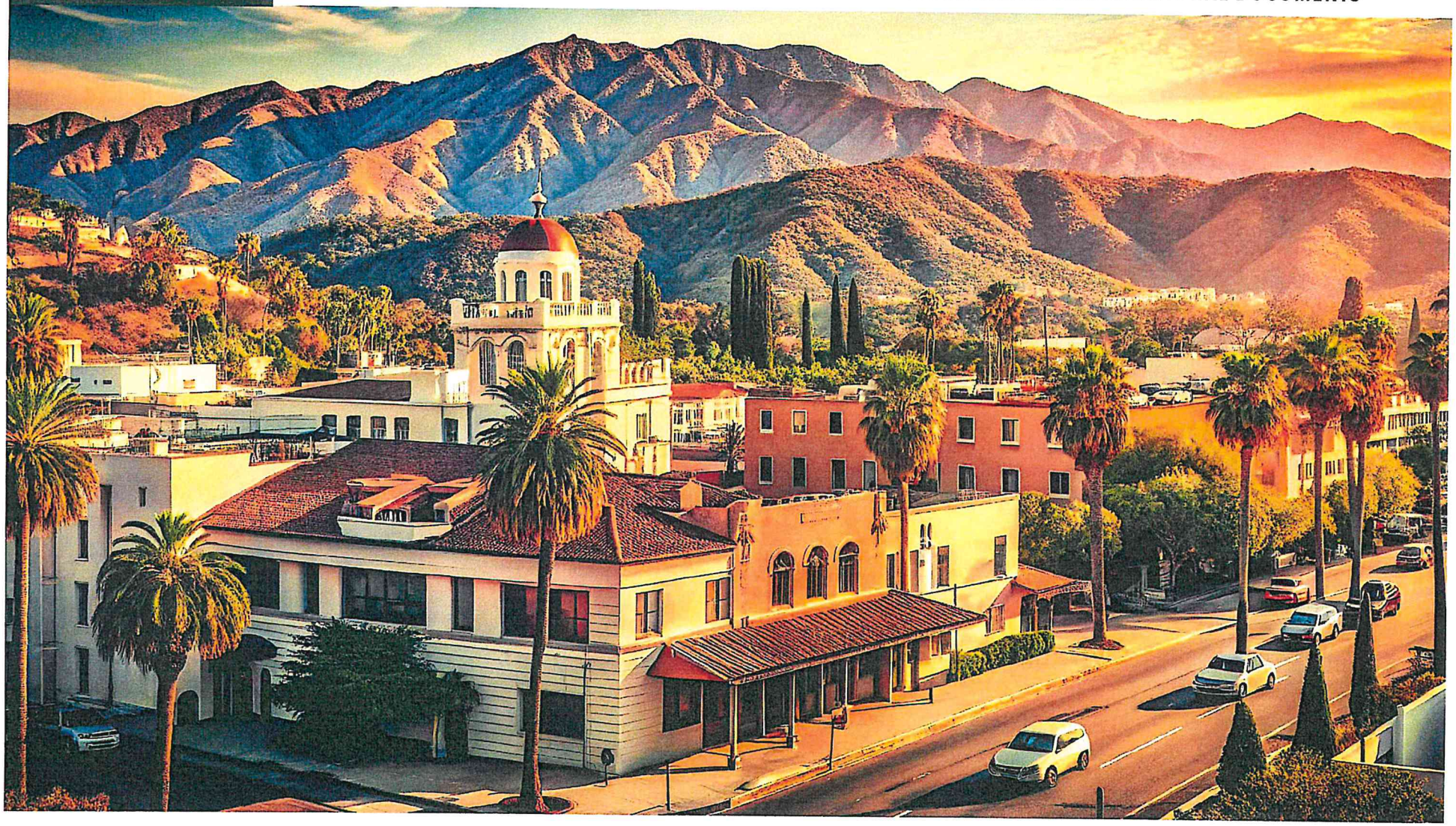
(In thousands)

	Year Ended December 31,		
	2024	2023	2022
Cash flows from operating activities:			
Consolidated net loss	$ (175,879)	$ (308,816)	$ (94,386)
Reconciling items:			
Non-cash operating lease expense	270,492	299,359	334,827
Depreciation, amortization and impairment charges	239,572	258,344	293,355
Loss (gain) on classification as held for sale and disposition of businesses and/or operating assets, net	28,606	100,643	(12,035)
Share-based compensation	26,214	20,488	21,142
Amortization of deferred financing charges and note discounts	11,640	11,666	11,236
Foreign exchange transaction (gain) loss	(6,592)	(12,372)	39,141
Credit loss expense	2,876	4,096	6,479
Deferred taxes	(11,496)	(12,243)	(81,840)
Loss or gain on extinguishment of debt and debt modification expense, net	16,768	631	—
Other reconciling items, net	2,664	2,305	(2,143)
Changes in operating assets and liabilities, net of effects of acquisitions and dispositions:			
Increase in accounts receivable	(23,890)	(35,757)	(20,532)
Decrease (increase) in prepaid expenses and other operating assets	9,231	(17,906)	(15,294)
(Decrease) increase in accounts payable and accrued expenses	(31,416)	6,819	638
Decrease in operating lease liabilities (cash payments, net of interest)	(280,025)	(306,970)	(349,204)
(Decrease) increase in accrued interest	(6,726)	17,896	14,005
Increase (decrease) in deferred revenue	13,249	5,449	(2,780)
(Decrease) in other operating liabilities	(5,543)	(1,678)	(2,621)
Net cash provided by operating activities	79,746	31,254	139,992
Cash flows from investing activities:			
Capital expenditures	(142,395)	(166,594)	(184,679)
Payments for acquisition of businesses and/or assets, net of cash acquired	(26,638)	(12,140)	(61,984)
Proceeds from disposition of businesses and/or assets, net of direct costs to sell and cash sold	13,712	59,848	27,082
Other investing activities, net	(618)	(687)	(2,115)
Net cash used for investing activities	(155,939)	(119,573)	(221,696)
Cash flows from financing activities:			
Proceeds from long-term debt	1,651,000	750,000	—
Payments on long-term debt	(1,635,562)	(681,544)	(21,377)
Debt issuance and modification costs	(20,744)	(13,359)	—
Taxes paid related to net share settlement of equity awards	(4,878)	(4,782)	(10,945)
Payments to noncontrolling interests, net	(3,992)	(2,677)	(396)
Net cash (used for) provided by financing activities	(13,176)	45,638	(32,718)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(4,109)	4,540	(6,867)
Net decrease in cash, cash equivalents and restricted cash	(88,469)	(38,141)	(121,289)
Cash, cash equivalents and restricted cash at beginning of year	260,541	298,682	419,971
Cash, cash equivalents and restricted cash at end of year	$ 172,072	$ 260,541	$ 298,682
Supplemental Disclosures:			
Cash paid for interest	$ 434,520	$ 404,398	$ 341,444
Cash paid for income taxes, net of refunds	$ 16,150	$ 10,346	$ 4,956

See Notes to Consolidated Financial Statements

ELEVATE BUR

ATTACHMENTS AND ADDITIONAL DOCUMENTS



YOUR RETURN MAILING ADDRESS

NAME: JAMES PAZ
ADDRESS: 99 PARK AVENUE 2ND FLOOR
CITY: NEW YORK STATE: NY ZIP CODE: 10016

2023 023530
FILED Jan 31 2023 EXPIRES Jan 31 2028

DEAN C. LOGAN, REGISTRAR-RECORDER/COUNTY CLER

FICTITIOUS BUSINESS NAME STATEMENT

The following person(s) is (are) doing business as:

1 CLEAR CHANNEL OUTDOOR, AIRPORTS DIVISION 2 CLEAR CHANNEL OUTDOOR
Fictitious Business Name(s)

19320 HARBORGATE WAY | 4830 NORTH LOOP 1604 W SUITE 111
Street address of principal place of business | Mailing address if different

TORRANCE CA 90501 LOS ANGELES | SAN ANTONIO TX 78249
City State Zip COUNTY | City State Zip

Articles of Incorporation or Organization Number (if applicable): AI #ON 1660567

REGISTERED OWNER(S):

1. CLEAR CHANNEL AIRPORTS, INC.
Full Name/Corp/LLC (P.O. Box not accepted) If Corp/LLC must be registered in CA

4830 NORTH LOOP 1604 W SUITE 111
Residence Address (if Corp or LLC enter the physical address of the Corp/LLC)

SAN ANTONIO TX 78249
City State Zip

PENNSYLVANIA
If Corporation or LLC – Print State of Incorporation/Organization

Full Name/Corp/LLC (P.O. Box not accepted)

Residence Address

City State Zip

If Corporation or LLC – Print State of Incorporation/Organization

IF MORE THAN TWO REGISTRANTS, ATTACH ADDITIONAL SHEET SHOWING OWNER INFORMATION

THIS BUSINESS IS CONDUCTED BY: (Check one)

☐ an Individual ☐ a General Partnership ☐ a Limited Partnership ☐ a Limited Liability Company
☐ an Unincorporated Association other than a Partnership ☒ a Corporation ☐ a Trust ☐ Copartners
☐ a Married Couple ☐ Joint Venture ☐ State or Local Registered Domestic Partners ☐ a Limited Liability Partnership

The date registrant commenced to transact business under the fictitious business name or names listed above on 12/2022
(Insert N/A above if you haven't started to transact business)

I declare that all information in this statement is true and correct.
(A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions Code that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars ($1,000)).

REGISTRANT/CORP/LLC NAME (PRINT) CLEAR CHANNEL AIRPORTS, INC. TITLE SECRETARY

REGISTRANT SIGNATURE [signature] IF CORP OR LLC, PRINT NAME LYNN A. FELDMAN

If corporation, also print corporate title of officer. If LLC, also print title of officer or manager.
This statement was filed with the County Clerk of LOS ANGELES on the date indicated by the filed stamp in the upper right corner

NOTICE - IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (b) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THE STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION. EFFECTIVE JANUARY 1, 2014, THE FICTITIOUS BUSINESS NAME STATEMENT MUST BE ACCOMPANIED BY THE AFFIDAVIT OF IDENTITY FORM.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE)

I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.

BY: _____, Deputy

Rev. 4/2021 P.O. BOX 1208, NORWALK, CA 90651-1208 *DEAN C. LOGAN, LOS ANGELES COUNTY CLERK*

ADDITIONAL BUSINESS NAMES

3. CLEAR CHANNEL

2023 023530
FILED Jan 31 2023 EXPIRES Jan 31 2028

This is a true and certified copy of the record if it bears the seal, imprinted in purple ink, of the Registrar-Recorder/County Clerk

JAN 31 2023

DEAN C. LOGAN, REGISTRAR-RECORDER/COUNTY CLERK
LOS ANGELES COUNTY, CALIFORNIA

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name:	CLEAR CHANNEL AIRPORTS, INC.
Entity No.:	1660567
Registration Date:	02/16/1990
Entity Type:	Stock Corporation - Out of State - Stock
Formed In:	PENNSYLVANIA
Status:	Active

The above referenced entity is active on the Secretary of State's records and is qualified to transact intrastate business in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of August 07, 2025.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 355398738

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

Pennsylvania Department of State
Bureau of Corporations and Charitable Organizations
PO Box 8722 | Harrisburg, PA 17105-8722
T:717-787-1057
dos.pa.gov/BusinessCharities

Regarding:	Clear Channel Airports, Inc.		
Request Type:	Subsistence Certificate	**Issuance Date:**	August 07, 2025
Request No.:	061717621	**File No.:**	0000604177
Receipt No.:	001995147		
Filing Type:	Domestic Business Corporation		
Filing Subtype:	Business		
Initial Filing Date:	October 03, 1974		
Status:	Active		

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT

Clear Channel Airports, Inc.

is currently subsisting on the records of the Department of State as of the issuance date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of my office to be affixed, the day and year above written

Albert Schmidt
Secretary of the Commonwealth

Verify this certificate online at www.file.dos.pa.gov

Pennsylvania Department of State
Bureau of Corporations and Charitable Organizations
PO Box 8722 | Harrisburg, PA 17105-8722
T:717-787-1057
dos.pa.gov/BusinessCharities

Entity Name:	Clear Channel Airports, Inc.		
Jurisdiction:	PENNSYLVANIA	**Issuance Date:**	11/15/2022
Entity No.:	0000604177	**Receipt No.:**	000250195
Entity Type:	Domestic Business Corporation	**Certificate No.:**	004832725

Document Listing

Image No.	Date Filed	Effective Date	Filing Description	No. of Pages
B0413-0769	11/07/2022	11/07/2022	Articles of Amendment - Domestic Corporation	3

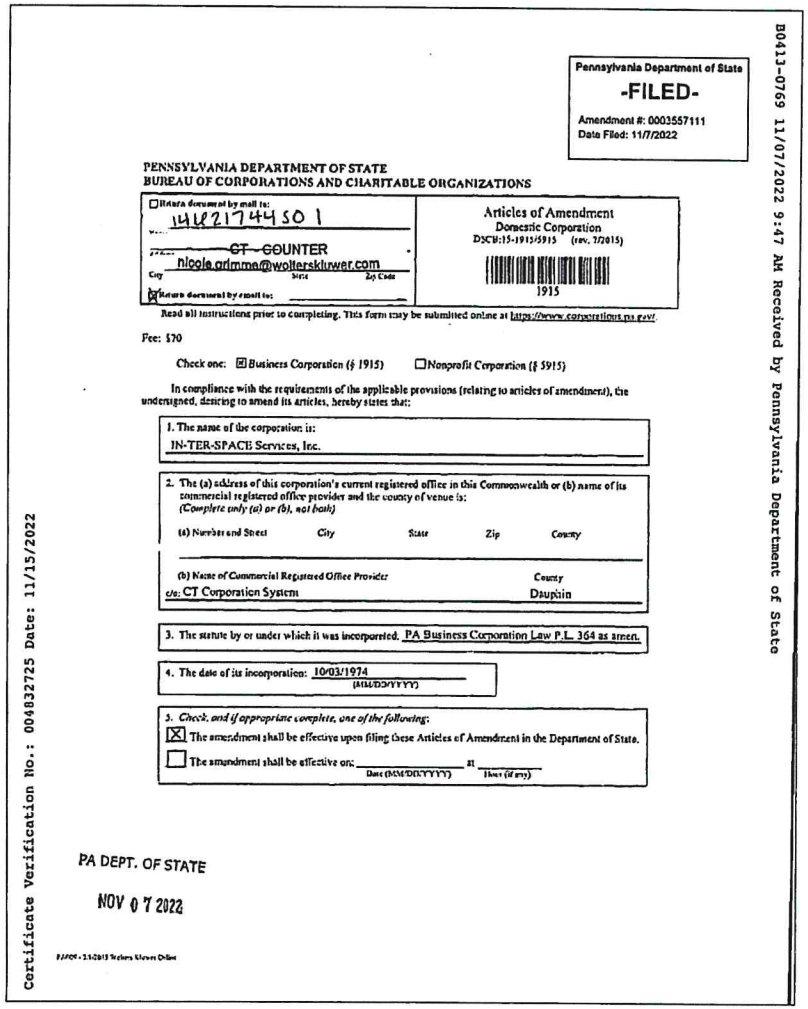
** **** ****** ******** End of list ******** ****** **** **

I, Leigh M. Chapman, Acting Secretary of the Commonwealth of Pennsylvania, do hereby certify that the attached document(s) referenced above are true and correct copies and were filed in this office on the date(s) indicated above.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of my office to be affixed, the day and year above written

LEIGH M. CHAPMAN
Acting Secretary of the Commonwealth

Verify this certificate online at www.file.dos.pa.gov



Pennsylvania Department of State
-FILED-
Amendment #: 0003557111
Date Filed: 11/7/2022

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Return document by mail to:
1412174450 1
CT - COUNTER
niggle.grimme@wolterskluwer.com
City State Zip Code
Return document by email to:

Articles of Amendment
Domestic Corporation
DSCB:15-1915/3915 (rev. 7/2015)
1915

Read all instructions prior to completing. This form may be submitted online at https://www.corporations.pa.gov/

Fee: $70

Check one: ☑ Business Corporation (§ 1915) ☐ Nonprofit Corporation (§ 5915)

In compliance with the requirements of the applicable provisions (relating to articles of amendment), the undersigned, desiring to amend its articles, hereby states that:

1. The name of the corporation is:
IN-TER-SPACE Services, Inc.

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:
(Complete only (a) or (b), not both)

(a) Number and Street City State Zip County

(b) Name of Commercial Registered Office Provider County
c/o: CT Corporation System Dauphin

3. The statute by or under which it was incorporated: PA Business Corporation Law P.L. 364 as amen.

4. The date of its incorporation: 10/03/1974
(MM/DD/YYYY)

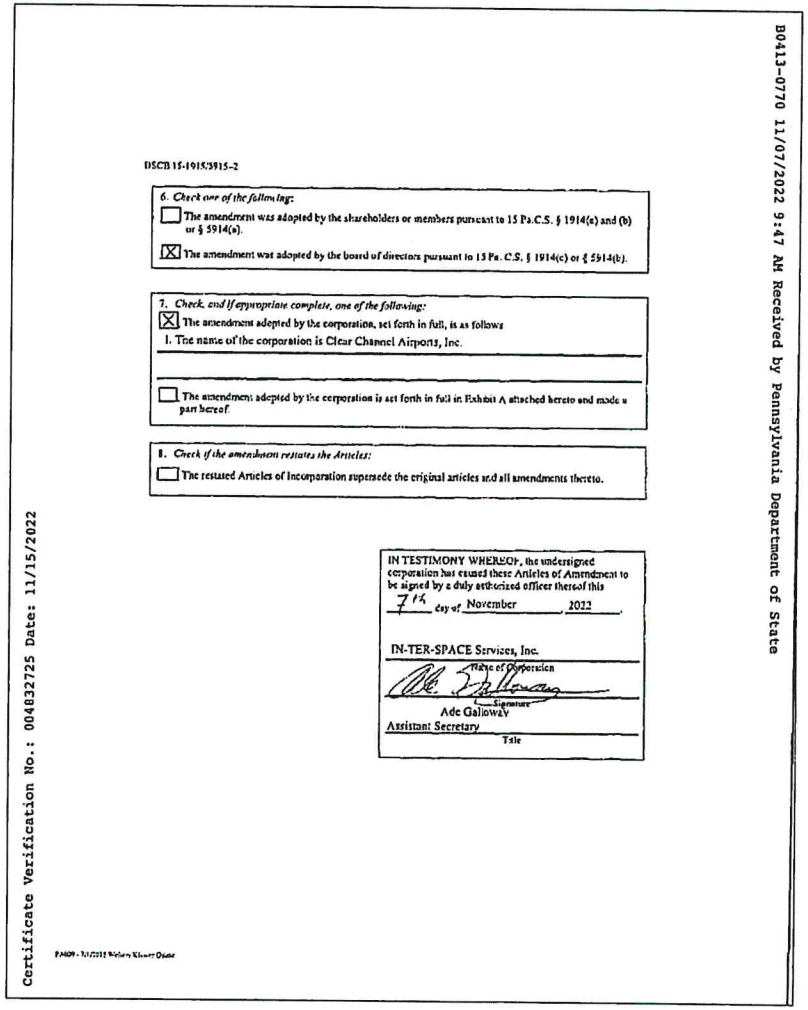
5. *Check, and if appropriate complete, one of the following:*
☒ The amendment shall be effective upon filing these Articles of Amendment in the Department of State.
☐ The amendment shall be effective on: _____ (Date (MM/DD/YYYY)) at _____ (Hour (if any))

PA DEPT. OF STATE
NOV 07 2022

PA409 - 2/1/2015 Wolters Kluwer Online

Certificate Verification No.: 004832725 Date: 11/15/2022

B0413-0769 11/07/2022 9:47 AM Received by Pennsylvania Department of State



DSCB:15-1915/3915-2

6. *Check one of the following:*
☐ The amendment was adopted by the shareholders or members pursuant to 15 Pa.C.S. § 1914(a) and (b) or § 5914(a).
☒ The amendment was adopted by the board of directors pursuant to 15 Pa. C.S. § 1914(c) or § 5914(b).

7. *Check, and if appropriate complete, one of the following:*
☒ The amendment adopted by the corporation, set forth in full, is as follows
1. The name of the corporation is Clear Channel Airports, Inc.

☐ The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

8. *Check if the amendment restates the Articles:*
☐ The restated Articles of Incorporation supersede the original articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this
7th day of November, 2022.

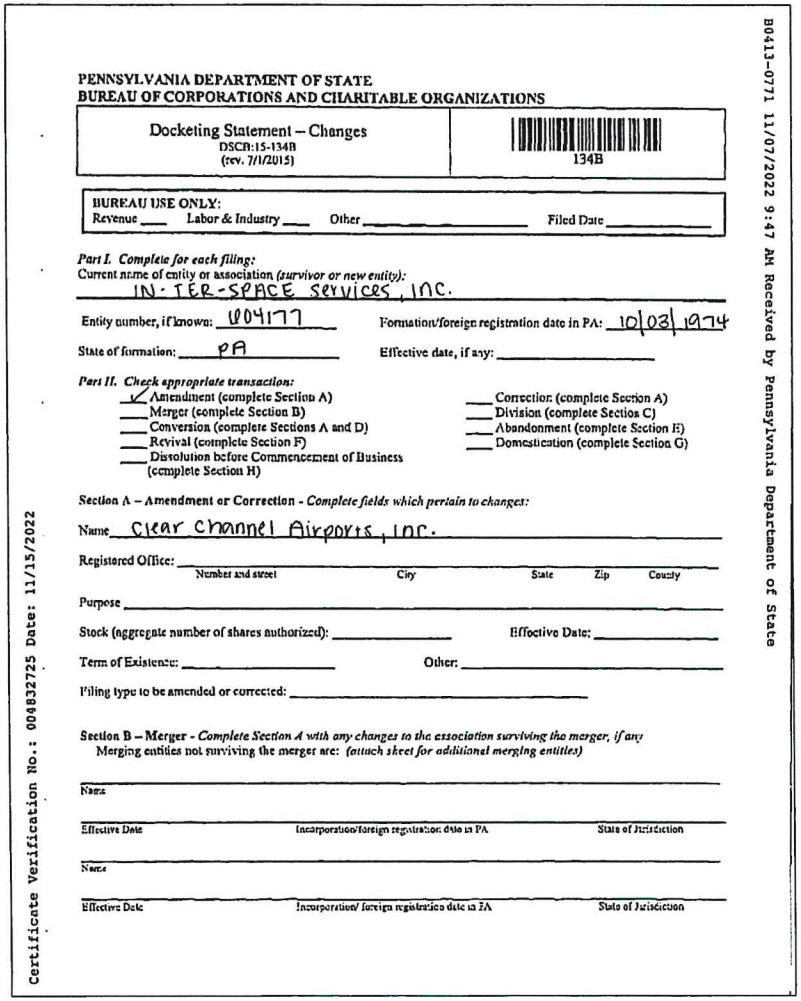
IN-TER-SPACE Services, Inc.
Name of Corporation

Signature
Ade Galloway
Assistant Secretary
Title

PA409 - 7/1/2015 Wolters Kluwer Online

Certificate Verification No.: 004832725 Date: 11/15/2022

B0413-0770 11/07/2022 9:47 AM Received by Pennsylvania Department of State



PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Docketing Statement – Changes
DSCB:15-134B
(rev. 7/1/2015)

134B

BUREAU USE ONLY:
Revenue ___ Labor & Industry ___ Other _____ Filed Date _____

Part I. Complete for each filing:
Current name of entity or association *(survivor or new entity):*
INTER-SPACE Services, INC.

Entity number, if known: 004177 Formation/foreign registration date in PA: 10/03/1974

State of formation: PA Effective date, if any: _____

Part II. Check appropriate transaction:
✓ Amendment (complete Section A)
___ Merger (complete Section B)
___ Conversion (complete Sections A and D)
___ Revival (complete Section F)
___ Dissolution before Commencement of Business (complete Section H)
___ Correction (complete Section A)
___ Division (complete Section C)
___ Abandonment (complete Section E)
___ Domestication (complete Section G)

Section A – Amendment or Correction - *Complete fields which pertain to changes:*

Name Clear Channel Airports, Inc.

Registered Office: _____
Number and street City State Zip County

Purpose _____

Stock (aggregate number of shares authorized): _____ Effective Date: _____

Term of Existence: _____ Other: _____

Filing type to be amended or corrected: _____

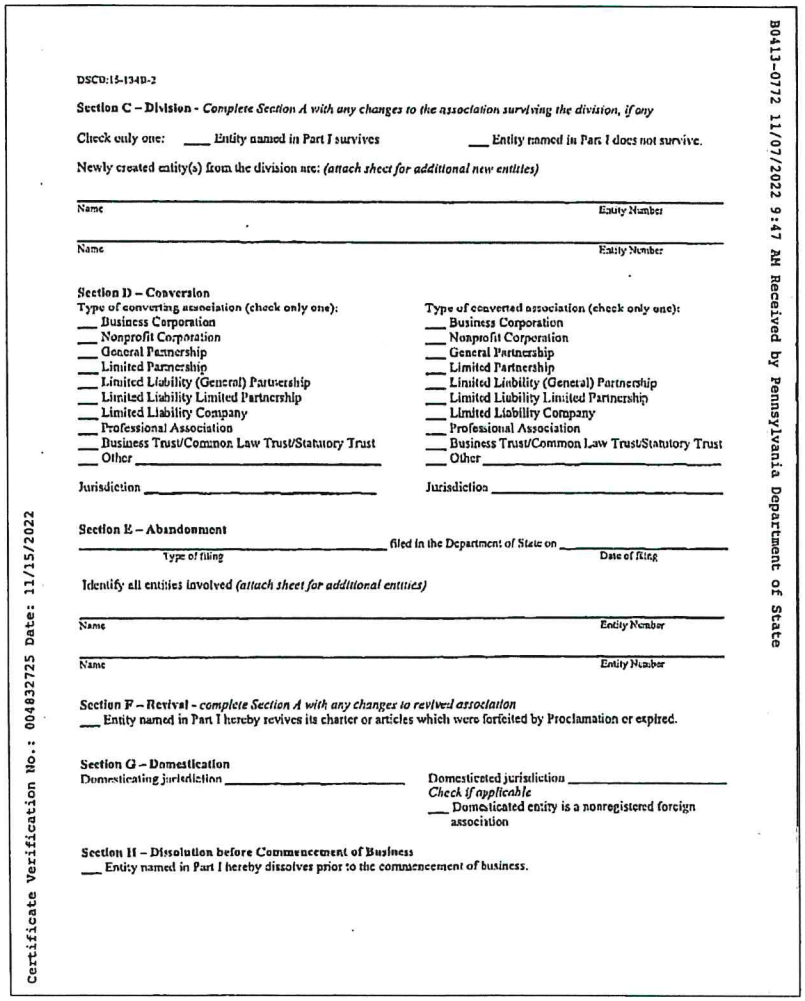
Section B – Merger - *Complete Section A with any changes to the association surviving the merger, if any*
Merging entities not surviving the merger are: *(attach sheet for additional merging entities)*

Name
Effective Date Incorporation/foreign registration date in PA State of Jurisdiction

Name
Effective Date Incorporation/ foreign registration date in PA State of Jurisdiction

Certificate Verification No.: 004832725 Date: 11/15/2022

B0413-0771 11/07/2022 9:47 AM Received by Pennsylvania Department of State



DSCB:15-134B-2

Section C – Division - *Complete Section A with any changes to the association surviving the division, if any*

Check only one: ___ Entity named in Part I survives ___ Entity named in Part I does not survive.

Newly created entity(s) from the division are: *(attach sheet for additional new entities)*

Name Entity Number

Name Entity Number

Section D – Conversion

Type of converting association (check only one):
___ Business Corporation
___ Nonprofit Corporation
___ General Partnership
___ Limited Partnership
___ Limited Liability (General) Partnership
___ Limited Liability Limited Partnership
___ Limited Liability Company
___ Professional Association
___ Business Trust/Common Law Trust/Statutory Trust
___ Other _____

Jurisdiction _____

Type of converted association (check only one):
___ Business Corporation
___ Nonprofit Corporation
___ General Partnership
___ Limited Partnership
___ Limited Liability (General) Partnership
___ Limited Liability Limited Partnership
___ Limited Liability Company
___ Professional Association
___ Business Trust/Common Law Trust/Statutory Trust
___ Other _____

Jurisdiction _____

Section E – Abandonment

_____ filed in the Department of State on _____
Type of filing Date of filing

Identify all entities involved *(attach sheet for additional entities)*

Name Entity Number

Name Entity Number

Section F – Revival - *complete Section A with any changes to revived association*
___ Entity named in Part I hereby revives its charter or articles which were forfeited by Proclamation or expired.

Section G – Domestication
Domesticating jurisdiction _____ Domesticated jurisdiction _____
Check if applicable
___ Domesticated entity is a nonregistered foreign association

Section H – Dissolution before Commencement of Business
___ Entity named in Part I hereby dissolves prior to the commencement of business.

Certificate Verification No.: 004832725 Date: 11/15/2022

B0413-0772 11/07/2022 9:47 AM Received by Pennsylvania Department of State

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

07/29/2021

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

IN-TER-SPACE SERVICES, INC.

I, Veronica Degraffenreid, Acting Secretary of the Commonwealth of Pennsylvania, do hereby certify that the foregoing and annexed is a true and correct copy of

Creation Filing filed on Oct 3, 1974 - Pages (3)
Amendment filed on Oct 5, 1984 - Pages (3)
Change of Address filed on Mar 12, 1987 Effective Mar 13, 1987 - Pages (1)
Decennial Report filed on Oct 4, 2001 - Pages (1)
Change of Address filed on Aug 13, 2008 - Pages (2)
Amendment filed on Aug 20, 2008 - Pages (2)
Change of Address filed on Aug 30, 2011 - Pages (2)

which appear of record in this department.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

Veronica W. Degraffenreid

Acting Secretary of the Commonwealth

Certification Number: TSC210729182182-1

Verify this certificate online at http://www.corporations.pa.gov/orders/verify

3-1-74.39 1652

Commonwealth of Pennsylvania

Department of State

Corporation Bureau

ARTICLES OF INCORPORATION

In compliance with the requirements of the Business Corporation Law, approved the 5th day of May, A.D. 1933, P.L. 364, as amended, the undersigned, all of whom are of full age, desiring to incorporate as a business corporation, do hereby certify:

1. The name of the corporation is:

IN - TER - SPACE Services, Inc.

2. The location and post office address of its initial registered office in this Commonwealth is:

1444 Hamilton St., 5th Floor Allentown Lehigh

Number Street City County

3. The purpose or purposes of the corporation which shall be organized under this Act are as follows: (**)

The corporation shall have unlimited powers to engage in and to do any lawful act concerning any or all lawful business for which corporations may be incorporated under the Pennsylvania Business Corporation Law approved May 5, 1933, P.L. 364, as amended.

4. The term of its existence is: Perpetual

5. The aggregate number of shares which the corporation shall have authority to issue is: (***)

Authorized Capital: $2,500.00

Twenty-five (25) shares of Common Stock, par value One Hundred ($100.00) Dollars per share

Three or more corporations or natural persons of full age may incorporate a business corporation under the

6. The names and addresses of each of the first directors, who shall serve until the first annual meeting, are:

NAME	ADDRESS (including street and number, if any)
George R. Lieberman	R.D.#2, Allentown, Pa.
Joseph L. Appalucci	833 Oxford Dr., Allentown, Pa.
James F. Gallo	2142 Chew Street, Allentown, Pa.
Christian Showalter	R.D.#2 Coopersburg, Pa.
Joseph J. Gander, II	2864 Edgemont Dr., Allentown, Pa.

7. The names and addresses of each of the incorporators and the number and class of shares subscribed by each are:

NAME	ADDRESS (including street and number, if any)	NUMBER AND CLASS OF SHARES
George R. Lieberman	R.D.#2, Allentown, Pa.	Five (5) Common
Joseph L. Appalucci	833 Oxford Dr., Allentown, Pa.	five (5) common
James F. Gallo	2142 Chew Street, Allentown, Pa.	Five (5) Common
Christian Showalter	R.D.#2 Coopersburg, Pa.	Five (5) Common
Joseph J. Gander, II	2864 Edgemont Dr., Allentown, Pa.	Five (5) Common

IN TESTIMONY WHEREOF, the incorporators have signed and sealed these Articles of Incorporation this 27th day of September, 19 74

GEORGE R. LIEBERMAN (SEAL) CHRISTIAN SHOWALTER (SEAL)

JOSEPH L. APPALUCCI (SEAL) JOSEPH J. GANDER, II (SEAL)

JAMES F. GALLO (SEAL) (SEAL)

Approved and filed in the Department of State on the 3rd day of October A.D. 19 74

Secretary of the Commonwealth

EC

3-1-74.39 1655

Commonwealth of Pennsylvania

Department of State

Office of the Secretary of the Commonwealth

To all to whom these Presents shall come, Greeting:

WHEREAS, Under the provisions of the Business Corporation Law, approved the 5th day of May, Anno Domini one thousand nine hundred and thirty-three, P. L. 364, as amended, the Department of State is authorized and required to issue a

CERTIFICATE OF INCORPORATION

evidencing the incorporation of a business corporation organized under the terms of that law.

AND WHEREAS, The stipulations and conditions of that law have been fully complied with by the persons desiring to incorporate as

IN - TER - SPACE SERVICES, INC.

THEREFORE, KNOW YE, That subject to the Constitution of this Commonwealth and under the authority of the Business Corporation Law, I do by these presents, which I have caused to be sealed with the Great Seal of the Commonwealth, create, erect, and incorporate the incorporators of and the subscribers to the shares of the proposed corporation named above, their associates and successors, and also those who may thereafter become subscribers or holders of the shares of such corporation, into a body politic and corporate in deed and in law by the name chosen hereinbefore specified, which shall exist perpetually and shall be invested with and have and enjoy all the powers, privileges, and franchises incident to a business corporation and be subject to all the duties, requirements, and restrictions specified and enjoined in and by the Business Corporation Law and all other applicable laws of this Commonwealth.

GIVEN under my Hand and the Great Seal of the Commonwealth, at the City of Harrisburg, this 3rd day of October in the year of our Lord one thousand nine hundred and seventy-four and of the Commonwealth the one hundred and ninety-ninth

Secretary of the Commonwealth

EC

DSCB BCL-806 (Rev 8-72)

Filing Fee: $40
AB-2

Articles of Amendment—Domestic Business Corporation

54631558
(Line for numbering)
60477

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU

Filed this ____ day of OCT 51984 . 19 ____
Commonwealth of Pennsylvania
Department of State
William R. Davis
Secretary of the Commonwealth
(Box for Certification)

In compliance with the requirements of section 806 of the Business Corporation Law, act of May 5, 1933 (P.L. 364, S. §1806), the undersigned corporation, desiring to amend its Articles, does hereby certify that:

1. The name of the corporation is:

IN-TER-SPACE Services, Inc.

2 The location of its registered office in this Commonwealth is (the Department of State is hereby authorized to correct the following statement to conform to the records of the Department):

1444 Hamilton Street, 5th Floor
(NUMBER) (STREET)

Allentown Pennsylvania
(CITY) (ZIP CODE)

3 The statute by or under which it was incorporated is:

Pennsylvania Business Corporation Law approved May 5, 1933, P.L. 364, as amended

4 The date of its incorporation is: October 3, 1974

5 (Check, and if appropriate, complete one of the following):

☒ The meeting of the shareholders of the corporation at which the amendment was adopted was held at the time and place and pursuant to the kind and period of notice herein stated.

Time: The 17th day of July 19 84.

Place: 2460 Parkwood Drive, Allentown, Penna. 18103

Kind and period of notice WRITTEN NOTICE- JULY 2, 1984

☐ The amendment was adopted by a consent in writing, setting forth the action so taken, signed by all of the shareholders entitled to vote thereon and filed with the Secretary of the corporation.

6 At the time of the action of shareholders:

(a) The total number of shares outstanding was:

25 shares

(b) The number of shares entitled to vote was:

25 shares

54631558

7. In the action taken by the shareholders:

(a) The number of shares voted in favor of the amendment was:

25 shares

(b) The number of shares voted against the amendment was:

None

8. The amendment adopted by the shareholders, set forth in full, is as follows:

Upon motion duly made and seconded and unanimously carried it was:

Resolved, that the corporation increase the authorization of shares from 25 to 100,000.

PAR VALUE $1.00 PER SHARE

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer and its corporate seal, duly attested by another such officer, to be hereunto affixed this 28th day of Sept. 19 84

Attest: Richard L. Foith
(SIGNATURE)
Asst Secretary
(TITLE, SECRETARY, ASSISTANT SECRETARY, ETC.)
(CORPORATE SEAL)

IN-TER-SPACE SERVICES, INC.
(NAME OF CORPORATION)
By: James F. Dahl
(SIGNATURE)
Vice President
(TITLE PRESIDENT, VICE PRESIDENT, ETC.)

INSTRUCTIONS FOR COMPLETION OF FORM

A. Any necessary copies of Form DSCB: 17.2 (Consent to Appropriation of Name) or Form DSCB: 17.3 (Consent to Use of Similar Name) shall accompany Articles of Amendment effecting a change of name.

B. Any necessary governmental approvals shall accompany this form.

C. Where action is taken by partial written consent pursuant to the Articles, the second alternate of Paragraph 5 should be modified accordingly.

D. If the shares of any class were entitled to vote as a class, the number of shares of each class so entitled and the number of shares of all other classes entitled to vote should be set forth in Paragraph 6(b).

E. If the shares of any class were entitled to vote as a class, the number of shares of such class and the number of shares of all other classes voted for and against such amendment respectively should be set forth in Paragraphs 7(a) and 7(b).

F. BCL §807 (15 P. S. §1607) requires that the corporation shall advertise its intention to file or the filing of Articles of Amendment. Proofs of publication [illegible] should not be delivered to the Department, but should be filed with the minutes of the corporation.

RECEIVED
DEPT. OF STATE
OCT 5 1984

RECEIVED
OCT 5 10 AM '84

DSCB:BCL—806 (Rev. 8-72)-2

Commonwealth of Pennsylvania

S1631560

604177

Department of State

To All to Whom These Presents Shall Come, Greeting:

Whereas, *In and by Article VIII of the Business Corporation Law, approved the fifth day of May, Anno Domini one thousand nine hundred and thirty-three, P. L. 364, as amended, the Department of State is authorized and required to issue a*

CERTIFICATE OF AMENDMENT

evidencing the amendment of the Articles of Incorporation of a business corporation organized under or subject to the provisions of that Law, and

Whereas, *The stipulations and conditions of that Law pertaining to the amendment of Articles of Incorporation have been fully complied with by*

IN-TER-SPACE Services, Inc.

Therefore, Know Ye, *That subject to the Constitution of this Commonwealth and under the authority of the Business Corporation Law, I do by these presents, which I have caused to be sealed with the Great Seal of the Commonwealth, extend the rights and powers of the corporation named above, in accordance with the terms and provisions of the Articles of Amendment presented by it to the Department of State, with full power and authority to use and enjoy such rights and powers, subject to all the provisions and restrictions of the Business Corporation Law and all other applicable laws of this Commonwealth.*

Given *under my Hand and the Great Seal of the Commonwealth, at the City of Harrisburg, this* 5th *day of* October *in the year of our Lord one thousand nine hundred and* eighty four *and of the Commonwealth the two hundred* and ninth.

William R. Davis

Secretary of the Commonwealth

ved

DSCB-21 (7-73)

6948
40

APPLICANT'S ACCT NO.

DSCB: BCL-307 (Rev. 8-72)

Filing Fee: $40
All-2

Statement of Change of Registered Office—Domestic Business Corporation

8718-1683

(Line for numbering)

604177

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU

Filed this MAR 1 3 1987 day of 19
Commonwealth of Pennsylvania
Department of State

Secretary of the Commonwealth

(Box for Certification)

In compliance with the requirements of section 307 of the Business Corporation Law, act of May 5, 1933 (P. L. 364) (15 P. S. §1307) the undersigned corporation, desiring to effect a change in registered office, does hereby certify that:

1. The name of the corporation is:

In-Ter-Space Services, Inc.

2. The address of its present registered office in this Commonwealth is (the Department of State is hereby authorized to correct the following statement to conform to the records of the Department):

2460 ~~Peckwood Drive~~ 1444 Hamilton St Flr.
(NUMBER) (STREET)

Allentown (CITY) Pennsylvania 18102 (ZIP CODE)

3. The address to which the registered office in this Commonwealth is to be changed is:

4601 Crackersport Road
(NUMBER) (STREET)

Allentown (CITY) Pennsylvania 18104 (ZIP CODE)

4. Such change was authorized by resolution duly adopted by at least a majority of the members of the board of directors of the corporation.

IN TESTIMONY WHEREOF, the undersigned corporation has caused this statement to be signed by a duly authorized officer, and its corporate seal, duly attested by another such officer, to be hereunto affixed, this Ninth day of February, 19 87.

IN-TER-SPACE SERVICES, INC.
(NAME OF CORPORATION)

By George R. Lichtman
(SIGNATURE)

President
(TITLE: PRESIDENT, VICE PRESIDENT, ETC.)

Attest: Richard L. Frick
(SIGNATURE)

Asst. Secretary
(TITLE: SECRETARY, ASSISTANT SECRETARY, ETC.)

(CORPORATE SEAL)

ATTACHMENTS AND ADDITIONAL DOCUMENTS

200186-347

Microfilm Number: _____

Entity Number: 604177

Filed with the Department of State on OCT 04 2001

Secretary of the Commonwealth

DECENNIAL REPORT OF ASSOCIATION CONTINUED EXISTENCE

DSCB:54-505 (Rev 90)

In compliance with the requirement of 54 Pa.C.S. § 505 (relating to decennial filing required) the undersigned association hereby states that:

1. The name of the association to which this report relates is: Interspace Services, Inc.

2. The (a) address of this association's current registered or other office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) 4635 Crackersport Road — Allentown — PA — 18104 — Lehigh
Number and Street — City — State — Zip — County

(b) c/o: _____ — _____
Name of Commercial Registered Office Provider — County

For an association represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the association is located for venue and official publication purposes.

3. The association has not during the preceding ten years made any filing in the Department a permanent record of which is recorded by the Department.

4. The association continues to exist.

IN TESTIMONY WHEREOF, the undersigned association has caused this Decennial Report of Association Continued Existence to be signed by a duly authorized officer thereof this 12th day of September, 2001.

INTERSPACE SERVICES, INC.
(Name of Association)

BY: Richard L. Trickey
Richard L. Trickey (Print)

TITLE: Secretary

PA DEPT OF STATE

OCT 04 2001

Entity #: 604177
Date Filed: 08/13/2008
Pedro A. Cortés
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Statement of Change of Registered Office (15 Pa.C.S.)

- [x] Domestic Business Corporation (§ 1507)
- [ ] Foreign Business Corporation (§ 4144)
- [ ] Domestic Nonprofit Corporation (§ 5507)
- [ ] Foreign Nonprofit Corporation (§ 6144)
- [ ] Domestic Limited Partnership (§ 8506)

Corporation Service Company

Document will be returned to the name and address you enter to the left.

Fee: $70

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations), the undersigned corporation or limited partnership, desiring to effect a change of registered office, hereby states that:
Entity Number: 604177

1. The name is:
IN-TER-SPACE SERVICES, INC.

2. The (a) address of its initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and street: 4635 Crackersport Rd. — City: Allentown, — State: PA — Zip: 18104 — County:

(b) Name of Commercial Registered Office Provider — County:
c/o:

3. *Complete part (a) or (b):*

(a) The address to which the registered office of the corporation or limited partnership in this Commonwealth is to be changed is:

Number and street — City — State — Zip — County

(b) The registered office of the corporation or limited partnership shall be provided by:

c/o: Corporation Service Company — Dauphin
Name of Commercial Registered Office Provider — County

Commonwealth of Pennsylvania
DOMESTIC - CHANGE OF REGISTERED OFFICE 2 Page(s)

2008 AUG 13 PM 12:28

PA DEPT OF STATE

T0622011090

DSCB:15-1507/4144/5507/6144/8506-2

4. *Strike out if a limited partnership:*

Such change was authorized by the Board of Directors of the corporation.

IN TESTIMONY WHEREOF, the undersigned has caused this Statement of Change of Registered Office to be signed by a duly authorized officer thereof this

29 day of July, 2008.

IN-TER-SPACE SERVICES, INC.
Name of Corporation/Limited Partnership

Mark T. Lieberman
Signature

Co-CEO
Title

MARK T. LIEBERMAN

Entity #: 604177
Date Filed: 08/20/2008
Pedro A. Cortés
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Articles of Amendment-Domestic Corporation
(15 Pa.C.S.)

☑ Business Corporation (§ 1915)
☐ Nonprofit Corporation (§ 5915)

Name
Interspace Services Inc.
Address
4635 Crackersport Road
City | State | Zip Code
Allentown | PA | 18104

Document will be returned to the name and address you enter to the left. ⇐

Commonwealth of Pennsylvania
ARTICLES OF AMENDMENT-BUSINESS 4 Page(s)

T0823364087

Fee: $70

In compliance with the requirements of the applicable provisions (relating to articles of amendment), the undersigned, desiring to amend its articles, hereby states that:

1. The name of the corporation is:
Interspace Services Inc.

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
4635 Crackersport Road	Allentown	PA	18102	Lehigh

(b) Name of Commercial Registered Office Provider | County
c/o

3. The statute by or under which it was incorporated: PA Business Corporation Law P.L. 365 as amend

4. The date of its incorporation: October 3, 1974

5. *Check, and if appropriate complete, one of the following:*

☑ The amendment shall be effective upon filing these Articles of Amendment in the Department of State.

☐ The amendment shall be effective on: _____ (Date) at _____ (Hour)

PA DEPT. OF STATE
AUG 20 2008

DSCB:15-1915/5915-2

6. *Check one of the following:*

☑ The amendment was adopted by the shareholders or members pursuant to 15 Pa.C.S. § 1914(a) and (b) or § 5914(a).

☐ The amendment was adopted by the board of directors pursuant to 15 Pa. C.S. § 1914(c) or § 5914(b).

7. *Check, and if appropriate, complete one of the following:*

☑ The amendment adopted by the corporation, set forth in full, is as follows

A foreign corporation, Clear Channel Outdoor Inc. has acquired all shares of Interspace Seervices Inc.

☐ The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

8. *Check if the amendment restates the Articles:*

☐ The restated Articles of Incorporation supersede the original articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this

12 day of August, 2008.

Interspace Services, Inc.
Name of Corporation

Signature

Co-CEO
Title

Entity #: 604177
Date Filed: 08/30/2011
Carol Aichele
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Statement of Change of Registered Office (15 Pa.C.S.)

X Domestic Business Corporation (§ 1507)
___ Foreign Business Corporation (§ 4144)
___ Domestic Nonprofit Corporation (§ 5507)
___ Foreign Nonprofit Corporation (§ 6144)
___ Domestic Limited Partnership (§ 8506)

Name CT - COUNTER
Address
City State Zip Code 8232693-SOPA123

Commonwealth of Pennsylvania
DOMESTIC - CHANGE OF REGISTERED OFFICE 2 Page(s)

T1124311011

Fee: $70

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations), the undersigned corporation or limited partnership, desiring to effect a change of registered office, hereby states that:

1. The name is:
IN-TER-SPACE SERVICES, INC.

2. The (a) address of its initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and street City State Zip County

(b) Name of Commercial Registered Office Provider County
c/o: CORPORATION SERVICE COMPANY Dauphin

3. *Complete part (a) or (b):*

(a) The address to which the registered office of the corporation or limited partnership in this Commonwealth is to be changed is:

Number and street City State Zip County

(b) The registered office of the corporation or limited partnership shall be provided by:

c/o: CT Corporation System Dauphin
Name of Commercial Registered Office Provider County

PA842 - 08/30/2011 CT System Online

2011 AUG 30 PM 4:16
PA DEPT OF STATE

DSCB:15-1507/4144/5507/6144/8506-2

4. *Strike out if a limited partnership:*

Such change was authorized by the Board of Directors of the corporation.

IN TESTIMONY WHEREOF, the undersigned has caused this Statement of Change of Registered Office to be signed by a duly authorized officer thereof this

26th day of **August** **2011**.

IN-TER-SPACE SERVICES, INC.

Name of Corporation/Limited Partnership

Kevl McCroy

Signature

Nichol McCroy, Secretary

Title

FA013 - 06/30/2011 CT System Online

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Clear Channel Airports, Inc.

2 Business name/disregarded entity name, if different from above.

Doing Business As - Clear Channel Outdoor, Airports Division

Print or type. See Specific Instructions on page 3.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

7450 Tilghman St, Suite 104

Requester's name and address (optional)

6 City, state, and ZIP code

Allentown, PA 18106

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number: ___ - ___ - ____

or

Employer identification number: 23-1940160

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | Signature of U.S. person: Daryl Hall | Date: 1-16-25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)

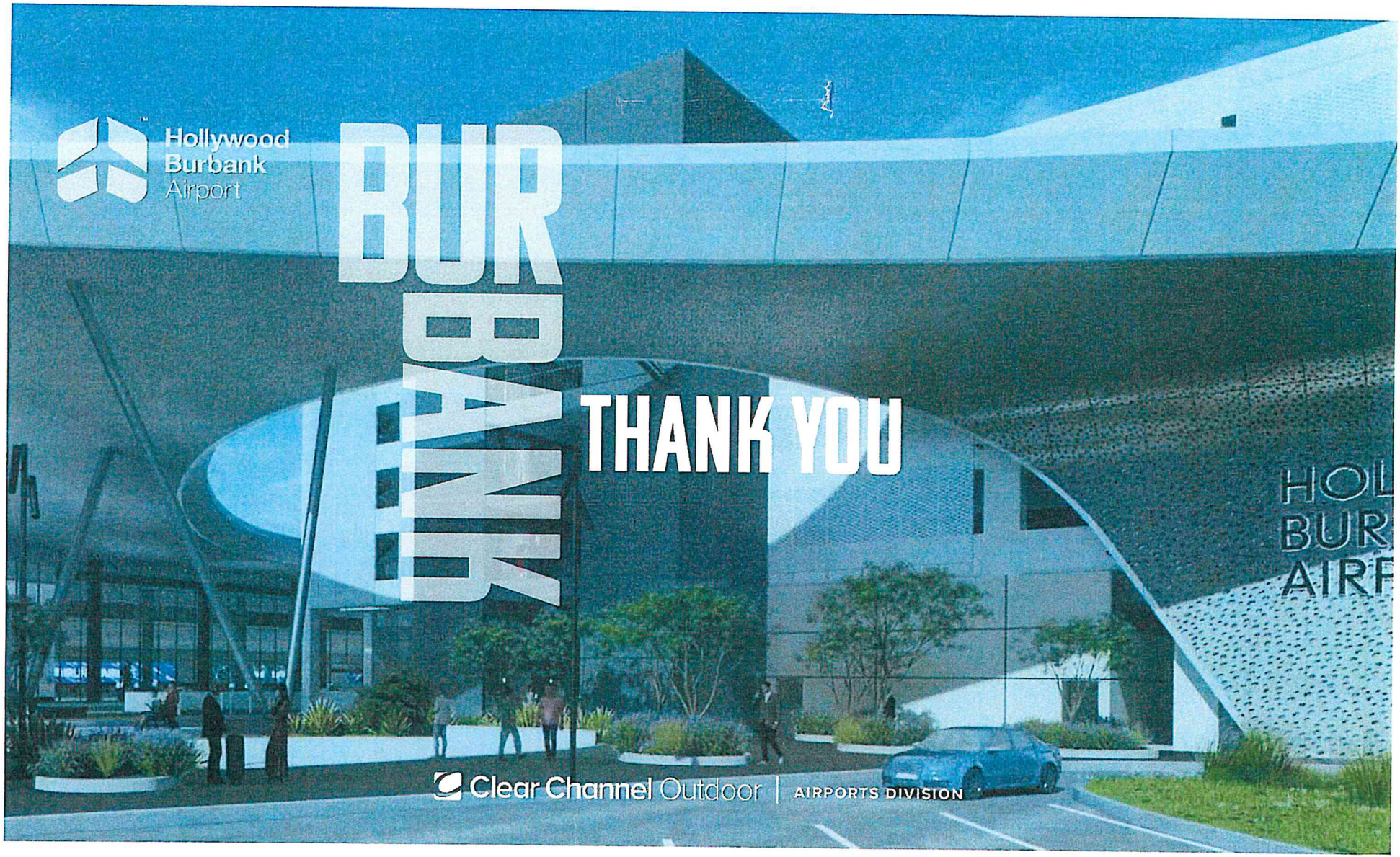

Hollywood
Burbank
Airport
BURBANK
THANK YOU
HOL
BUR
AIRF
Clear Channel Outdoor | AIRPORTS DIVISION

Exhibit E: 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, 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 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, 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

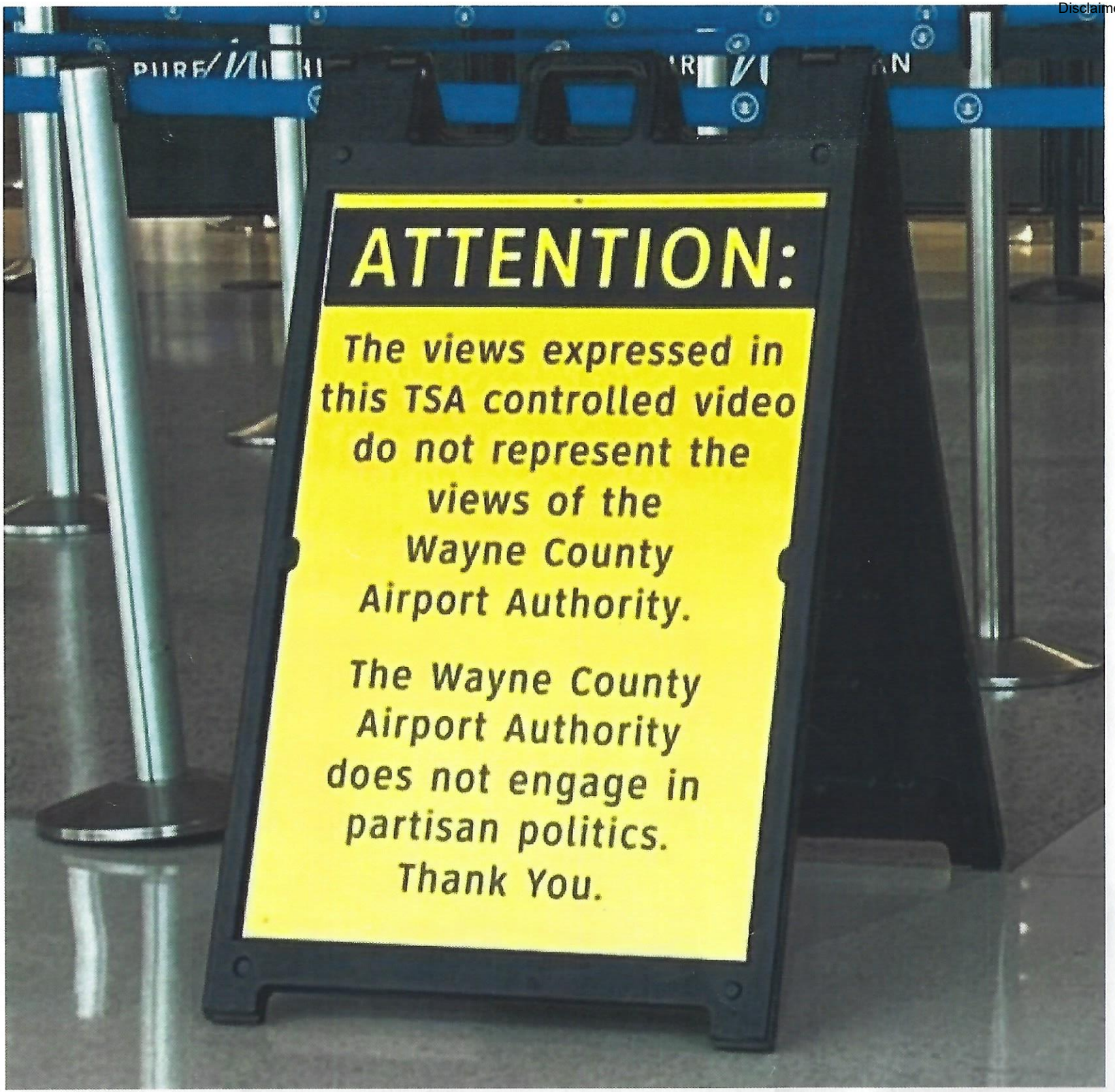
b. Cancelling, terminating, or suspending a contract, in whole or in part.

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.


ATTENTION:
The views expressed in this TSA controlled video do not represent the views of the Wayne County Airport Authority.
The Wayne County Airport Authority does not engage in partisan politics.
Thank You.

Hollywood Burbank Airport
Replacement Passenger Terminal

Safety

- Work Craft Hours to Date – 1,879,436 Hours
- Safety Orientations to Date – 3,114
- Daily Average Workers Onsite – 940
- Pre-Task-Plans to Date – 10,207
- Site Security Incidents to Date – 0

Current Construction Statistics

- Terminal Concrete Poured to Date – 18,705 cubic yards
- Garage Concrete Poured to Date – 31,420 cubic yards
- Terminal Steel Erected to Date – 4,200 tons
- Total Virtual Design and Construction Clashes Resolved to Date – 11,298

Current Construction Activities

Terminal

- Ongoing Interior Buildout
- Ongoing Mechanical, Electrical and Plumbing Install
- Ongoing Interior Framing
- Ongoing Exterior Skin Install

Garage

- Ongoing Vertical Construction
- Continued Column Placement
- Ongoing Ramp Construction
- Ongoing Overhead Mechanical, Electrical and Plumbing Install

Civil

- Continued Airside Gate Utility Install
- Continued Electrical Ductbank Install
- Continued Airside Paving
- Continued Landside Utility Install

Photos

Terrazzo Install

Garage Reshoring

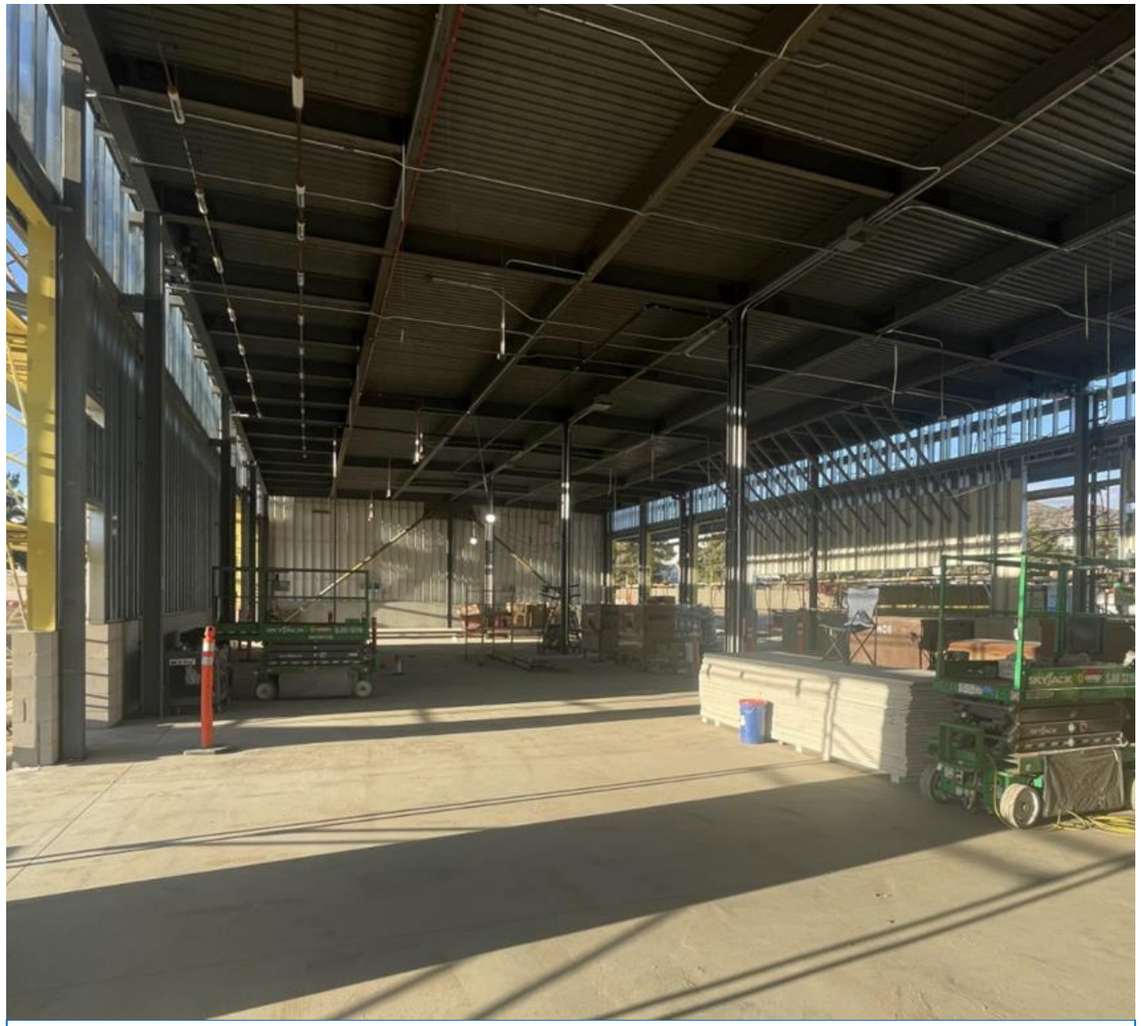
Photos

ASF Exterior

Terminal RTU and Roofing

Photos

Breast Cancer Awareness Post-Tension Cables



ASF Interior

RELEASE DATE: June 27, 2025

REQUEST FOR PROPOSALS ("RFP")

The Burbank-Glendale-Pasadena Airport Authority is soliciting proposals from qualified firms to contract for:

ADVERTISING PROGRAM AND INTERNET PROTOCOL TELEVISION (IPTV) CONCESSION
HOLLYWOOD BURBANK AIRPORT PROJECT
NUMBER ADM25-03

Q&A Deadline: All questions/request for interpretation must be received by 4:00 p.m. on July 21, 2025, via PlanetBids Q&A tab.

PROPOSALS DUE: August 28, 2025, 4:00 p.m. via PlanetBids.

PROPOSALS MUST REMAIN VALID FOR: 180 DAYS AFTER THE DUE DATE.

ADVERTISING PROGRAM AND IPTV CONCESSION
HOLLYWOOD BURBANK AIRPORT PROJECT
NUMBER ADM25-03

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 sub-contractors, suppliers, joint- ventures, teaming agreements, and the like, and that the information submitted is true and accurate to the best of personal knowledge. Respondent confirms that the signing party is an authorized representative empowered to submit this proposal electronically and to bind Respondent to all information set forth herein.

Date: _____	Company Name: _____	
*Authorized Signature	Name	Title
*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.

ACRONYMS

ADA	American with Disabilities Act
AI	Artificial Intelligence
API	Application Program Interface
Authority	Burbank-Glendale-Pasadena Airport Authority
BIDS	Baggage Information Displays
BUR	Hollywood Burbank Airport
CAPEX	Minimum Capital Expenditure
CMS	Content Management System
DB Contractor	Design-Builder: Holder, Pankow, TEC – A Joint Venture
DCMS	Dynamic Content Management System
EVIDS	Electronic Visual Information Display System
FIDS	Flight Information Displays
GIDS	Gate Information Displays
IPTV	Internet Protocol Television
LED	Light Emitting Diode
MAG	Minimum Annual Guarantee
RFP	Request for Proposals
ROI	Return on Investment
RPT	Replacement Passenger Terminal

REQUEST FOR PROPOSALS

ADVERTISING PROGRAM AND IPTV CONCESSION
HOLLYWOOD BURBANK AIRPORT
PROJECT NUMBER ADM25-03

The Burbank-Glendale-Pasadena Airport Authority (Authority), owner/operator of the Bob Hope Airport, commonly known as Hollywood Burbank Airport (BUR), is soliciting proposals from qualified firms for the development, construction, installation, operation, maintenance, and sale of various advertising and Internet Protocol Television (IPTV) services within the new Replacement Passenger Terminal (RPT). This includes indoor terminal advertising, outdoor signage, in-gate entertainment featuring advertising, IPTV-based content and advertising, non-traditional advertising, and sponsorships.

The Authority is specifically interested in partnering with a firm experienced in advertising with a proven track record in implementing and managing advertising campaigns within airport environments. The selected Respondent (Concessionaire), whether operating independently or as part of a joint venture or other legal arrangement, must demonstrate expertise, experience, and a comprehensive understanding of the required services.

The Authority expects to award a single contract with a duration of eight years.

GENERAL BACKGROUND

BUR is a medium-sized airport hub, located approximately 12 miles north of Downtown Los Angeles, serving the greater Los Angeles metropolitan area. BUR is the closest airport to the majority of popular tourist destinations in LA, including points of interest in Pasadena and the San Fernando Valley. In 2024, BUR served 6.5 million passengers. BUR currently offers more than 30 nonstop services from 9 commercial airlines: Southwest, Alaska, United, American, Delta, JetBlue, Avelo, Frontier and Spirit. BUR also has two on-site, fixed-base operators, Million Air Burbank and Atlantic Aviation. It features a passenger terminal with 14 gates.

The Authority is a joint powers agency formed by the Cities of Burbank, Glendale, and Pasadena. The Authority is governed by a nine-member Commission, composed of three appointees from each of these cities.

REPLACEMENT PASSENGER TERMINAL

On December 19, 2022, the Authority awarded a contract to Holder, Pankow, TEC - A Joint Venture (DB Contractor) for the design and construction of a 355,000 square-foot Replacement Passenger Terminal. The Concessionaire will be required to work with the Authority to deliver a comprehensive Advertising and IPTV solution throughout the contract term. The RPT is currently in the design/construction process with an anticipated opening in Q4 2026 and the existing passenger terminal will be demolished by Q4 2027.

Information regarding the status of the ongoing development of the RPT Project may be found here: http://elevatebur.com.

PURPOSE OF REQUEST

The purpose of this RFP is to solicit written proposals from firms with experience and qualifications to provide engaging digital advertising, static installations, and IPTV at Hollywood Burbank Airport for the new RPT. The RPT will open with a best-in-class Electronic Visual Information Display System / Dynamic Content Management System (EVIDS/DCMS). It is the Authority's intent to leverage this technology to develop captivating, immersive, and relevant content on all airport screens; including the Flight Information Displays (FIDS), Gate Information Displays (GIDS), and Ticketing Check-In Backwall.

As the Advertising Program and IPTV concessionaire, the requirement is to achieve a significant return on investment, boost revenue, offer interactive media choices, ensure effective ad targeting within the airport, and elevate the passenger experience in conjunction with the Airport EVIDS. This will be accomplished through an advertising program encompassing various media formats such as flat-screen video monitors, digital advertising and static displays, among others, to promote products and services. Additional goals include:

1. Acquiring varied advertising platforms, including advanced technology displays, to craft an appealing atmosphere for travelers, while minimizing visual distractions and clutter around instructional signage.
2. Utilizing space effectively to maximize the impact of advertising. This can include utilization of the EVIDS, both during flights (with a pre-determined set of rules on required flight information to display), and when screens are not in use.
3. Embracing modern advertising methodologies.
4. Ensuring designs that unify with BUR facilities, present aesthetic appeal, and align seamlessly with the airport's ambiance and surroundings.
5. Ensuring that the advertising infrastructure is designed to support 3D anamorphic advertising, including video, illusions, and artwork. Even if 3D anamorphic advertising is not implemented initially, the advertising system must be adaptable for future use.
6. Ensuring that the IPTV system provides reliable, high-definition content delivery for both entertainment and information purposes, seamlessly integrating with airport operations to enhance the overall passenger experience.

SCOPE OF WORK

The Concessionaire shall provide the Authority with a comprehensive and complete solution as detailed in Exhibit A – Advertising Program and IPTV Scope of Work.

PROCUREMENT SCHEDULE

The anticipated schedule is subject to change at the sole discretion of the Authority. Please check the PlanetBids website for the latest schedule.

Procurement Phrase	Date
RFP Issued by Authority	June 27, 2025
Mandatory Pre-proposal Conference	July 15, 2025
Deadline for submission of written questions or requests for clarification	July 21, 2025
Proposals Due	August 28, 2025

Interviews (In-person at Airport)	September 17, 2025
Notice of Intent to Award	September 22, 2025
Award Recommendation to Authority Committee	October 6, 2025
Award Recommendation to Authority Commission	October 20th, 2025
Agreement Commencement Target Date	October 2025

Implementation Phase Schedule:

- 30% Concession Design Coordination: October 2025
- 30% Concession Design Submission Deadline: November 30, 2025
- 100% Concession Design and Permitting: December 2025
- Concession Construction (Installation, Programming, Testing, etc.: June 2026 – mid-August 2026 (target completion is 60 days before public opening)
- RPT Opening: October 2026

MANDATORY PRE-PROPOSAL CONFERENCE

There will be a mandatory Pre-Proposal Conference on July 15, 2025, at 10:00 a.m. in the Sky Room, 2627 N. Hollywood Way, Burbank, CA 91505. The purpose of the pre-proposal conference is to discuss the requirements and objectives of this RFP.

Questions will be addressed during this pre-proposal conference and any new available information will be provided at that time. Any changes in the requirements of this RFP that result from the pre-proposal conference will be made in an addendum to this RFP. Failure of a Respondent to attend the pre-proposal conference will render the Respondent's proposal non-responsive.

Proposers may register to attend the pre-proposal conference by RSVPing on PlanetBids. See the map in the Documents tab in PlanetBids for parking information.

QUESTIONS/REQUEST FOR INFORMATION

No interpretation or clarification regarding this RFP will be made verbally to any firm. Any inquiries or requests for clarification concerning this procurement must be in writing and submitted through the Authority's e-procurement website portal, PlanetBids, via the Q&A tab. Any substantive replies will be issued as a written addendum and posted on PlanetBids. No questions or requests for clarifications will be accepted after 4:00 p.m. on July 21, 2025.

In accordance with Authority Commission Resolution No. 492, all communications during the procurement process shall be to the exclusive attention of Lanna Aguilera, through the PlanetBids portal and violation of this prohibition shall be grounds for disqualification from consideration for the contract award. Questions posted via any other method will not be considered. Questions received after the deadline will not be addressed.

When submitting a request for interpretation via the Q&A tab, Respondents are encouraged to reference the RFP or Attachment page and section pertinent to the question(s). Respondents shall not rely upon any oral instructions given by the Authority.

PROPOSAL CONTENT

Respondents are required to follow the format and assemble their proposal as specified below. The content of the proposal must be clear, concise, and complete. The proposal shall be

of text not smaller than 11 pt. font size and submitted in .pdf format and shall not be password protected.

Proposals not submitted in the manner described herein may be considered non-responsive and be subject to rejection. Each section of the proposal shall be organized and correlated with the following sections:

1. Cover Letter and Executive Summary – The Executive Summary shall not exceed four pages and shall include:

    a. Respondent's contact information – Provide the name, title, telephone, and email of the contact responsible for communication with the Authority regarding Respondent's proposal.

    b. Present the case for Respondent's selection and reasons why Respondent would best serve as the Authority's Advertising Program and IPTV concessionaire. Respondent may include in this section any additional material it deems relevant or appropriate. Respondent must demonstrate experience in successfully offering advertising services at a medium-sized hub or larger airport.

    c. Name, title, and signature of the person(s) authorized to legally bind Respondent.

    d. Potential Conflicts: Provide a brief statement as to whether Respondent and/or its team could potentially have conflicts that may arise in performing the requirements within this RFP.

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.

    b. Number of years in business under the business name set forth in the proposal, current number of employees.

    c. Include a brief description of the organization's history, capabilities, resources, structure, ownership, size, and services.

    d. Detail firm's background in adhering to airport regulations regarding advertising and IPTV.

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 – Advertising Program and IPTV 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 on past projects.

    b. Include a comprehensive overview of the company's experience in financing, designing, building, managing, operating, and maintaining advertising concessions.

c. Provide a list of five references that demonstrate verifiable experience in providing the services, specifically:

   i. Two of the five references must be from airports or other government agencies, where Respondent provided such services within the last five years.

   ii. 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 Respondent's experience. The preferable point of contact is a representative who provides direct oversight and/or supervision of the contracted services. The Authority's inability to contact a listed reference and confirm experience because of inaccurate contact information shall be cause for the proposal to be deemed non-responsive.

4. Project Organization and Key Personnel

Respondent shall provide an organization chart showing: (i) 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.

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.

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. Include information on the overall service tasks to demonstrate your understanding of the Authority's advertising program and IPTV needs.

b. Detail the allocation of tasks within Respondent's team and describe the involvement of Authority staff in the process.

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 services described 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.

d. Provide comprehensive management, operational, and marketing plans,

including detailed strategies. Plans shall demonstrate how it intends to attain sales targets, ensure product quality, and deliver consumer support to maximize gross revenues.

6. Pricing Structure

Provide a transparent and comprehensive pricing structure for the installation, maintenance, and continuous support of ongoing advertisement programs, as well as a Minimum Annual Guarantee (MAG) concession fee. Clearly delineate all pertinent costs and specifics to ensure clarity and understanding of the financial aspects associated with the proposed advertising program.

a. The Concessionaire shall pay a concession fee for the initial full year of the term, beginning with the date of beneficial occupancy, subject to adjustments as outlined below. Respondent must propose a MAG concession fee, not less than $1,000,000.00, payable in 12 equal monthly installments to the Authority.
b. Respondent additionally shall propose for payment to the Authority a percentage fee (no less than 50%) of the gross sales realized from all advertising in excess of the MAG concession fee.

The MAG concession fee will be subject to annual adjustments, commencing one year from the date of beneficial occupancy. Each consecutive annual MAG concession fee will be 90% of the previous year's total adjusted MAG concession fee or the previous year's MAG concession fee plus 5%, whichever amount is greater.

The Concessionaire is responsible for the collection of all fees or charges to be paid by advertisers and users, as well as responsibility for any uncollected funds. Failure by an advertiser or user to pay the Concessionaire does not relieve the Concessionaire from paying the Authority the fees and payments set forth herein.

Any on-airport office or support space required by the Concessionaire, as well as utilities essential for managing this concession(s), will be subject to charges by the Authority at rates consistent with annual budgeted levels or pro-rated calculations as deemed necessary.

7. Advertising Program and Internal Protocol Television Concession Agreement

A sample Advertising Program and Internet Protocol Television Concession Agreement is set forth as Exhibit K. **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 a Respondent objects to any language contained in the sample agreement, then Respondent must identify the contested contract language in the Exception Log (Exhibit I) and submit alternate 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 non-responsive. When finalizing the agreement with the preferred Respondent, the Authority will not consider

contract change requests that such were not identified in the Exception Log submitted by such firm. The Authority retains the right to modify the sample agreement.

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 K.

9. Audited Financial Statements

   Respondent shall submit audited financial statements to the Authority for fiscal years 2022, 2023, and 2024.

SELECTION CRITERIA

Proposals will be scored by an evaluation panel based on the following selection criteria:

Evaluation Criteria	Max Score
SC-1 Firm and Individual Professional Experience	5
SC-2 Proposed Solution and Features	25
SC-3 Project Plan and Schedule	15
SC-4 Proposal Pricing	35
SC-5 Training, Warranty and Maintenance	5
SC-6 Competitive Advantages and Targeting Strategy	10
SC- 7 Additional Qualifications and Process Questions	5
Selection Criteria Total	100
Interviews (Additional 50 points)	50
Final Total	150

SC-1 - Firm and Individual Professional Experience and Knowledge (Max Score 5 points)

1. Provide documentation confirming that Respondent has been in the business of conceptualizing, designing, producing, installing, and maintaining immersive multimedia content for architecturally integrated, large-format LED displays for use in transient public places for a minimum of five years. Respondent shall demonstrate experience as the primary entity responsible for the overall conception, design, implementation, interfacing, and integration of multimedia systems for two projects.
2. Describe the organization of the proposed project team. Include the point of contact for the Authority. Specify the project manager for the project. Include the names and brief resumes of key individuals who would be responsible for specific tasks in the Scope of Work. Describe the ability of the firm and proposed project team to initiate the services defined in the Scope of Work in a timely manner, including backup team members in the event of an absence of a proposed team member.
3. Provide the resources to be allocated to this project during the design, production, integration, and operational periods. Include the names of key individuals and an estimate of available time for the individual to dedicate to the design, production, integration, and operational tasks in the Scope of Work.

4. Provide a list of anticipated project milestones and estimated dates they will occur during the design, production, and integration.
5. Provide a minimum of two references from previous clients where Respondent acted as the responsible entity for the design, implementation, interfacing, configuration, testing, and ongoing support for large advertising projects. Include a statement of the quality of work. Include project owner, name, title, and current contact information.
6. Respondent shall provide documentation supporting the financial stability of the company. Include audited financial statements for fiscal years 2022, 2023, and 2024.
7. Respondent shall provide a statement of experience in developing content for a public space in areas of high activity with minimal congregation. Give examples of the following:
    a. Describe your firm's experience in integrating with an EVIDS/DCMS to leverage the digital real estate on Airport provided screens.
    b. Describe your firm's experience of developing immersive content blending physical and virtual space. Include any specific experience and techniques used with 360-degree video, production, curved surfaces, and Artificial Intelligence (AI) solutions.
    c. Describe your firm's experience developing content for use on direct-view LED panels. Include any specific experience with LED panels.
    d. Detail your firm's experience in creating various types of pre-rendered content. Include specifics for each format type in their experience description.
    e. Describe your firm's experience scheduling and planning pre-rendered and real-time content for required attention retention and optimized playback.
    f. Describe your firm's experience using computer-based design tools to develop generative and compositional content through coding and programming algorithms.

SC-2 Proposed Solution and Features (Max Score 25 Points)

1. As indicated in the "Exhibit A – Advertising Program and IPTV Scope of Work" the RPT will open with a best-in-class EVIDS/DCMS. Explain how your firm will capitalize on the capabilities provided by the EVIDS/DCMS to maximize revenue opportunities and elevate the passenger experience.
    a. Elaborate on potential methods for integrating advertisements with airport displays, for example, how airport information (e.g., gate/flight info) may be shown on advertising displays, or how advertisements may be incorporated into airport information displays (e.g., IPTV screens in hold rooms) to increase visibility and audience engagement.
    b. Propose a solution for sharing screen time with airport displays. Solutions may include both a method of switching between EVIDS and advertising, as well as seamlessly integrating content for a combination of airport/advertising experience.
    c. Provide details on domination opportunities (a strategy where a single brand takes over a particular advertising space or platform to such an extent that it becomes overwhelmingly visible and memorable to the audience) on both the EVIDS and the advertising screens.

2. Respondent shall propose a solution that implements an AI component, integrating the capture of real-time data.

3. Respondent shall propose a solution that integrates technology to satisfy Americans with Disabilities Act (ADA) requirements.

4. Respondent's solution shall include custom ultra-high-resolution film/video content for a ticketing backwall display. Include samples with 8K resolution and the highest resolution previously created.

5. Respondent shall include all required post-production editing and composition for pre-rendered video content.

6. Respondent shall propose high quality static displays including posters, banners, billboards, and customization.

7. Respondent shall include revenue-generating details for advertising solution.

8. Outline the security measures that will be implemented to safeguard the proposed solution and prevent cybersecurity threats.

9. Respondent shall propose a solution that supports 3D anamorphic advertising, ensuring the infrastructure is designed for future implementation of immersive visual displays.

10. Respondent shall describe its capability to create a full content inventory of required format types for an initial combined run time of at least 120 minutes, including scheduling for a typical day. Indicate any unique content and any repurpose of content.

11. Propose a solution that implements a digital multi-channel television service utilizing an IPTV delivery solution.

SC-3 Project Plan and Schedule (Max Score 15 Points)

1. Respondent shall describe its capability to organize, manage, and lead the creative and content conceptualization process in collaboration with the Authority, ensuring alignment with the Authority's customer experience vision for advertising and successful presentation of content at the RPT. The response shall outline the design approach for content creation, production, and post-production, including proposed methods of collaboration, visualization processes from concept to final execution, the number of design workshops/days, number for design packages, and proposed team roles.
2. Respondent shall describe how the content design process will be managed and executed to ensure that the content coordination is aligned with the RPT design, the Authority, and the DB Contractor. Include any similar project experience in coordinating concept design between multiple entities and methods for maintaining the required timeline, quality control, and budget.
3. Respondent shall provide sample scenarios for content configuration, including the number and type of content capsules, proposed themes, transitions, and durations.
4. Respondent shall provide timing for proposed activities, from conceptualization through production, integration, and commissioning as a project schedule represented graphically. Include dates and durations for major deliverables.

5. Respondent shall submit a sample outline to conceptualize and deliver a mid-and long-term strategy for the development of new content from one year after project completion, including budget allocation for at least three years.
6. Respondent shall describe its approach to developing content guidelines for use by the Authority in the future for developing and procuring ongoing content.
7. Respondent shall describe how the content design process will be managed and executed to ensure that the content coordination is aligned with the advertisement design and Content Management System (CMS) integration.

SC-4 Proposal Pricing (Max Score 35 Points)

1. Complete the Proposal Pricing Response Form provided in Exhibit C – Pricing Proposal Form.
2. Respondent shall utilize the pricing proposal to demonstrate its understanding of how it proposes to price the work to be done and content to be created.
3. Respondent's pricing proposal shall include a section with several sample scenarios similar to what the Authority and the Concessionaire will develop during the content conceptualization phase. These scenarios are for proposal evaluation purposes only; the Authority will decide the themes and types of content to be created, which will determine the final price prior to implementation.
4. Respondent shall provide a minimum capital expenditure (CAPEX) investment it is committing to for the duration of the agreement. Include a breakdown of the proposed CAPEX by category (e.g., equipment, infrastructure, technology upgrades, etc.) and the anticipated timeline for investment.
5. Options and Alternates – Respondent shall submit a detailed narrative of any recommended options and alterations proposed as compared to the functional design requirements outlined in Exhibit A – Scope of Work. This narrative shall clearly delineate the proposed modifications and include the reason(s) for the proposed modification as well as detailing any cost, schedule, interface, or integration impacts.

SC-5 Training, Warranty, and Maintenance (Max Score 5 Points)

1. Respondent shall outline an Operations and Maintenance strategy that encompasses reports, integration processes, backup protocols, components, enhancements, upgrades, content guidelines, video creation, a CMS integration process, refresh guidelines, and recommendations.
2. Respondent shall describe the capability, including expected personnel and its project experience, to support content integration after the opening of the RPT.
3. Describe how Respondent intends to maintain records of all applicable manufacture warranties, and as-builts and perform maintenance in a manner that maintains warranties.

SC-6 Competitive Advantages and Targeting Strategy (Max Score 10 Points)

1. Highlight the distinctive qualities that differentiate Respondent's solution, making it competitive and appealing to the Authority, with a specific emphasis on addressing the unique needs of BUR. Simultaneously, present a strategic targeting approach for ads, considering both demographic and regional factors. This comprehensive strategy aims to

leverage the solution's unique features to maximize relevance and resonance with the airport audience in Southern California.

SC-7 Additional Qualifications and Process Questions (Max Score 5 Points)

1. Respondent shall answer the questions in Exhibit B – Additional Qualifications and Process Questions.

The Authority may contact recent clients and references for information and verification of experience and past performance, and Respondent consents, releases from all liability, and holds the Authority harmless in all respects, with respect to the Authority making such contacts. The Authority may obtain background information from other sources, such as Dunn and Bradstreet.

For the purpose of verification, the Authority reserves the right to inspect the service locations and interview references listed by Respondent in its proposal. The Authority reserves the right to inspect any service location operated by Respondent. All such verification and/or inspections shall be performed at the discretion of the Authority.

Interviews (Additional 50 Points)

The Authority, at its sole discretion, will evaluate all proposals submitted by the deadline and shortlist the three highest-scoring Respondents. The shortlisted Respondents will be invited to an in-person interview at the airport for an additional 50 points. Short-listed Respondents will be notified of the date and time of their individual interview at least one week prior to the scheduled interview. Instructions regarding the oral interview will be provided to the shortlisted Respondents at the time of the invitation. Any key personnel, including the proposed Project Manager, shall attend the interview.

Interviews, if determined to be needed, shall be conducted to clarify Respondent's:

- Understanding of, and approach to, the services needed as outlined in Exhibit A – Advertising Program and IPTV Scope of Work.
- Clarifications on Staffing, On-Site Management, and Mobilization Plan.
- Project Manager / Key Personnel.
- Clarification of vendor proposal.
- Questions & Answers.

TITLE VI SOLICITATION NOTICE

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all firms that it will affirmatively ensure that for any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full and fair opportunity to submit responses to this RFP and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

CONTRACT AWARD/PERFORMANCE TERM

It is anticipated that the Authority Commission will award an Advertisement Program and Internet Protocol Television Concession Agreement to one Respondent for an eight-year term, which does not include the pre-concession period prior to project completion in Q4 2026. The

award, if made by the Authority Commission, will be to the Respondent offering the proposal deemed to provide the best value to the Authority, with price and other factors listed in the Selection Criteria considered. The Authority Commission will consider, but is not bound by, the evaluation panel's recommendation. An award by the Authority Commission shall be based on the majority consensus Selection Criteria ranking and adoption of a formal scoring sheet is not required.

COLLABORATIVE MARKETING & PROMOTIONAL INITIATIVES

The Authority is open to the idea of serving as a prominent showcase facility for the Concessionaire, offering opportunities for joint marketing, branding, press releases, customer testimonials, and industry publications as a mutually beneficial exchange for the services or performance-based incentives discussed in this agreement. The Authority places high importance on the airport and tenants under this contract, emphasizing the desire for a positive relationship with the Concessionaire where both parties take pride in representing each other.

CONCESSION TENANT DESIGN AND CONSTRUCTION MANUAL

The RPT is an active construction site, and the Concessionaire must comply with all construction and safety standards outlined in Exhibit G – Burbank Tenant Construction Information of the latest Concession Tenant Design and Construction Manual for the RPT at Hollywood Burbank Airport. The Concessionaire must follow the most up-to-date version of the manual, including any revisions or updates. This includes adherence to site-specific safety protocols, coordination with ongoing construction activities, and compliance with local, state, and federal regulations to ensure the safety of all personnel and minimize disruptions.

PUBLIC RECORD

Respondent acknowledges that the Authority is subject to the California Public Records Act, which generally provides that proposals submitted to public agencies are disclosable public records once a contract award has been agenized for consideration at a public meeting. Proposals shall not contain trade secrets other than Respondent's audited financial statements.

OTHER SOLICITATION TERMS

The Authority reserves the right to negotiate and may request clarifications on all associated items as part of its evaluation prior to the contract award. The Authority reserves the right to evaluate the qualifications of any Respondent, based on experience and past performance, technical ability, suitable and appropriate credentials, and the overall capability of the company to perform the required scope as it deems in its best interest. The Authority reserves the right to cancel this RFP process, or to reject any and all proposals, for any reason at its sole discretion, at any time prior to the contract award, and/or to waive any informalities or technical defects as the interests of the Authority may require. Respondents shall bear their own proposal preparation costs. Proposals shall be valid for acceptance by the Authority for 180 days from the proposal due date. Debrief requests will not be entertained but a final evaluation score sheet broken down by selection criteria category will be made public. This solicitation is not a commitment to a contract, nor a promise, or an authorization to purchase required resources, nor does it require the commencement of any order or project.

REQUIRED DOCUMENTS

All proposals must include complete information as required in the Proposal Contents,

Sections 1 - 9, to be considered for evaluation.

Failure to submit information in accordance with RFP's requirements shall be a cause for rejection of the proposal.

ADDENDA AND NOTICES

It shall be Respondent's responsibility to check the PlanetBids website to obtain any addenda that may be issued and to receive any information/notices for this project.

PROPOSAL SUBMISSION

Proposals shall be submitted electronically to the Authority by uploading to the PlanetBids website (https://www.planetbids.com/portal/portal.cfm?CompanyID=21910) by 4:00 p.m. on August 28, 2025. Late, emailed, faxed, or hand-delivered submissions will not be accepted.

Proposals shall be addressed to:

Burbank-Glendale-Pasadena Airport
Authority Attention: Lanna Aguilera
Sr. Manager, Procurement
Ref: RFP ADM25-03 Advertising and IPTV Concession
2627 N. Hollywood Way
Burbank, CA 91505
Phone: 818.860.3063
E-mail: laguilera@bur.org

Select "Place e-Bid" to enter bid information. All information is visible only to the Respondent. Data may be "saved" (preliminary) or "submitted" (final), revised and withdrawn up to the closing deadline. Respondents will receive confirmation after final "submitting" of an e-bid. Proposals must be successfully and completely uploaded, and e-bid confirmation received by submitting party prior to deadline. Therefore, plan response time accordingly. Respondents are cautioned to completely check their proposal for accuracy prior to submission. The Authority strongly recommends that each Respondent research the "Place E-bid" tab prior to submission in order to understand how the components of the response (i.e., proposal) are to be uploaded in the General Attachments and Response File tabs.

Please contact PlanetBids directly at 818-992-1771 for technical assistance with your submission, as the Authority does not have access to the Vendor Portal.

RFP Exhibits (all are incorporated by reference herein):

Exhibit A:	Advertising Program and IPTV Scope of Work
Exhibit B:	Additional Qualifications and Process Questions
Exhibit C:	Pricing Proposal Form
Exhibit D:	Advertising and IPTV Display Matrix
Exhibit E:	Advertising and IPTV Locations Master Plan
Exhibit F:	Advertising and IPTV Details and Renderings
Exhibit G:	BUR RPT Tenant Construction Information
Exhibit H:	Structural Provisions for DA 1-4, 10-11, 14-15 and IPTV-1 thru IPTV-9
Exhibit I:	Exception Log
Exhibit J:	Construction Schedule
Exhibit K:	Advertising Program and Internet Protocol Television Concession Agreement
Exhibit L:	Ancillary Installations and Locations

Burbank-Glendale-Pasadena Airport Authority

Addendum No. 1

RFP ADM25-03

Advertising Program and IPTV Concession

Date: August 1, 2025

NOTICE TO ALL POTENTIAL RESPONDENTS

The following changes, additions, and/or clarifications to the Request for Proposals (RFP) for Advertising Program and IPTV Concession at Hollywood Burbank Airport dated June 27, 2025 issued by the Burbank-Glendale-Pasadena Airport Authority ("Authority" or "BGPAA") are considered as Addendum No. 1, and are hereby made a part of the RFP documents. All Proposers are required to base their Proposal upon the information furnished in the RFP documents, including this Addendum No. 1.

Proposers are required to acknowledge Addendum No. 1. Failure to acknowledge any addendum on PlanetBids may result in the Proposal being declared non-responsive.

Responses to Written Questions

Proposers should carefully review these questions and Authority responses.

Q1. Can the historical advertising gross revenue be provided by location by year from 2019 through 2024?

> ***A1.*** *Please refer to the attached gross revenue report provided for your reference.*

Q2. Will the Authority please provide editable versions of all forms Respondents are required to complete, including but not limited to Exhibit B – Additional Qualifications and Process Questions, Exhibit C Figure 1 – Sample Revenue Model Advertising, and Exhibit I – Exception Log?

> ***A2.*** *No*

Q3. In reference to Exception Log (Exhibit 1) the RFP states that "the Authority will not consider contract change requests that such were not identified in the Exception Log submitted by such firm."; Can the Authority confirm that Respondents are able to edit the Exception Log as needed to include all contract change requests and recommended language considerations?

> ***A3.*** *Confirmed*

Q4. Exhibit A – Scope of Work page 2 states the Concessionaire must "Furnish and install all digital displays with QR codes, mobile integration, and displays." During the 7/15/25 mandatory pre-proposal meeting, the Authority stated that QR codes are an optional feature to be included on digital content; will the Authority please confirm what

its desired objectives are for QR codes, and confirm that QR codes on displays are optional and are not required?

> ***A4.*** *The intent is to have a QR code at the DA-12 and DA-13 that would pull up a static map of the airport on a passenger's phone. This is a desired option to include at these locations.*

Q5. Exhibit A – Scope of Work page 7 states the Concessionaire must manage "a database for all historical advertising content."; A requirement to keep a log of who, when, and what was posted throughout the duration of the contract is not standard nor common in airport advertising contracts – would the Authority accept standardized monthly reporting of which advertisers are active and in what type of media?

> ***A5.*** *Yes*

Q6. During the 7/15/25 mandatory pre-proposal meeting, the Authority stated that the locations outlined within the RFP Exhibit maps, renderings and display matrix can be modified if at the proposer's expense; will the Authority please confirm that proposers can propose alternative locations, assets and solutions, assuming at their own expense?

> ***A6.*** *The Authority is not open to modifying the locations in the RFP exhibit maps prior to the opening of the RPT.*

Q7. During the 7/15/25 mandatory pre-proposal meeting, the Authority stated that proposers are only responsible for content and content management (CMS) related to advertisers and advertising displays. Will the Authority please confirm that proposers are only required to provide content / content management for advertising and are not responsible for providing any content or content management (CMS) for the Authority's FID/BID/GID or EVIDS (i.e. ticketing digital video wall) networks?

> ***A7.*** *Confirmed. However, proposers may elect to work with the authority to provide advertising content at the EVIDS locations.*

Q8. The RFP states that respondents shall create a full content inventory of required format types for an initial combined run time of at least 120 minutes, including scheduling for a typical day. Indicate any unique content and any repurpose of content. Will the Authority please confirm that this is intended for the IPTV program only? And will the Authority confirm that alternative programming content, duration and programming would be acceptable to propose and to be considered by the Authority?

> ***A8.*** *The Authority will defer to the proposers recommendation for the run time of different content on advertising displays to maximize revenue opportunities, and*

will not require 120 minutes of runtime. IPTV/Digital Entertainment is a requirement to be displayed at the IPTV locations.

Q9. The RFP mentions that "Displays may not be provided" in some areas and during the 7/15/25 mandatory pre-proposal meeting the Authority mentioned that two (2) vertical LCD locations are to be provided by Respondents in FID designated areas. Of the locations prescribed for advertising displays on Exh. D, can the Authority confirm that the only two locations designated and required for terminal directories or maps are the two vertical LCDs within the FID configurations?

A9. *Confirmed*

Q10. In Article 11 Section 11.5 part b it states "The Authority shall have the right to designate one or more Advertising Display locations to be dedicated, in whole or in part, for the Airport Directory Displays. In such event, Concessionaire shall, at Concessionaire's expense, develop Airport Directory Displays based on information provided by the Authority and pursuant to the Authority's design specifications."; Will the Authority confirm that the only two locations designated and required for terminal directories or maps are the two vertical LCDs within the FID configurations?

A10. *Confirmed*

Q11. Packaging advertising within a TV content loop is far different than a traditional airport advertising digital network in terms of content format, frequency and share of voice. Would the Authority consider separation of the advertising concession and IPTV concession? Would the Authority accept proposals for one or the other as a singular bid, and not a combined bid?

A11*: The Authority is seeking an integrated solution that combines both the advertising concession and IPTV system as outlined in the RFP. At this time, the Authority is not considering separating the two scopes. Proposers must submit a comprehensive proposal that addresses all elements of the scope as described.*

Q12. Will the Authority confirm the format and frequency (timing of advertising use, percentage of screen or duration of digital content loop) for advertising within the two (2) LED ticketing ribbons approx. 4'h x 100'w behind the new BUR ticketing counters? As it was stated at the mandatory pre-proposal meeting that ticketing counters are common-use for airlines, please confirm what restrictions may be in place in terms of digital advertising format and content.

A12: *This information is not available at this time. The Airport will coordinate with the successful respondent and Airport EVIDS vendor to provide business rules for displaying advertisements on the LED ticketing ribbons.*

Q13. Who is the “corporate account manager” as defined within the RFP? Will the Authority please elaborate on this desired scope and role?

A13: *The “Corporate Account Manager” refers to the primary point of contact designated by the Concessionaire to serve as a cross-functional liaison and oversee the relationship with the Authority throughout the duration of the contract.*

Q14. The annual MAG increase of 90% of the previous year’s gross revenue share or the previous year’s MAG plus 5% (whichever is greater), is aggressive, particularly if it doesn’t consider passenger traffic or CPI increases respectively. Will the authority consider 85% of the previous year or the MAG plus CPI growth in place of 90% or a fixed 5%?

A14: *No*

Q15. Can we have a detailed breakdown of current advertising locations at the existing terminal and campus and related annual or monthly advertising revenue by advertising asset or asset type? If not available, can advertising revenues by area be provided (i.e. bag claim, post-security/concourse, street shelter, outdoor, etc.)?

A15: *Please refer to the attached gross revenue report provided for your reference.*

Q16. The RFP mentions “outdoor locations” on page 4 of the RFP, but there are no details of outdoor locations on the Exhibit locations maps, or the display matrix. Will the Authority please provide additional details for any intended outdoor locations including maps/physical locations, display types (i.e. print or digital) and any additional details?

A16: *No outdoor locations are currently identified. Successful Proposer can work with the authority on outdoor locations after opening of the RPT.*

Q17. Will the Authority please provide total gross advertising revenues for any existing outdoor assets at the current BUR advertising program for full year 2024 and first half of 2025?

A17: *Please refer to the attached gross revenue report provided for your reference.*

Q18. A 10-year term for advertising concessions agreements has been the standard in recent years, particularly for new terminals and significant infrastructure projects, due to the substantial capital investment associated with what the BUR RFP outlines as a predominantly digital advertising and IPTV program. Additionally, LCDs have a depreciation schedule of 5 years, and there are close approximately 40 LCDs outlined in the RFP for concourse advertising and IPTV locations. Will the Authority

please accept proposals for a 10-year term to allow additional investment to better meet the objectives of the RFP?

A18: *No*

Q19. Relative to the new advertising program Implementation Schedule, and considering a very tight installation timeline with this RFP concluding roughly one year from new terminal grand opening, will the Authority please provide a specific project timeline for submittals, approvals and and/all required engineering drawing review/approval and city permitting review/approval, with specific deadlines and turnaround times by both parties? (We did not see any specific timelines included in the Tenant Review Manual included within the RFP).

A19: *Refer to Exhibit J – Construction Schedule for the current project timeline. The Authority will work collaboratively with the selected Concessionaire to establish a detailed implementation schedule following award. A high level design deliverables and construction schedule was provided in the Implementation Phase Schedule section of the RFP.*

Q20. The RFP mentions that the proposed solution should feature ultra-high-resolution film/video content. Advertisers and sponsors create and provide the ad content themselves and to required specs, but it is generally not film quality; additionally, the digital screens are not film resolution. Can the Authority please confirm that content is not required to be ultra-high-resolution film/video content, but will follow standardized format and resolution for the digital assets proposed?

A20: *This requirement was only in reference to the Airport's ticketing ribbon. Advertising resolution on this screen must meet the Airport EVIDS specifications for resolution.*

Q21. Will the Authority please confirm the RFP intent for multi-language support? Will the Authority please confirm that this is optional and not a requirement? Most advertising screens support any languages provided within the digital content, however we typically do not mandate that advertisers create content in any specific languages.

A21: *The intent of the RFP is to encourage, but not require, multi-language support as part of a comprehensive and inclusive advertising program. While multi-language capabilities are encouraged to enhance passenger engagement, it is not a mandatory requirement. Advertisers will not be required to produce content in specific languages unless they choose to do so.*

Q22. Will the Authority please confirm that the IPTV solution offered within the RFP is exclusive? Will the Authority please confirm that there are no competing IPTVs allowed anywhere else in the terminal i.e. within bars or restaurants, or any other location?

A22: *No, the proposer will not have exclusive IPTV broadcasting rights in the terminal.*

Q23. The provision of interesting and quality live and on-demand programming/content for the IPTV comes with high on-going operational costs. Also, the minimum required revenue share within the RFP is listed at 50 percent. In order to provide a full solution of a combined advertising and IPTV combined, will the Authority accept an alternative revenue share model for IPTV and/or an allowance for a redefined gross revenue description, which will be most likely be required to provide the full scope requested within the RFP?

A23: *No*

Q24. The provision of interesting and quality live and on-demand programming/content for the IPTV comes with high on-going operational costs. Also, the minimum required revenue share within the RFP is listed at 50 percent. In order to provide a full solution of a combined advertising and IPTV combined, will the Authority accept an alternative revenue share model for IPTV and/or an allowance for a redefined gross revenue description, which will be most likely be required to provide the full scope requested within the RFP?

A24: *No*

Q25. Can the Authority please confirm that the MAG is not biddable by year, as stated in the 7/15/25 mandatory pre-proposal meeting? And can the Authority explain how MAG bids should be reflected on the provided “Figure 1 - Sample Revenue Model” required form, since each year is listed year 1 through 8?

A25: *The MAG is not biddable by year.*

Q26. Can the Authority please confirm that voice to text capabilities are an optional solution and are not required for advertising assets? If they are required, can the Authority please confirm specifically what assets this would be associated with (i.e. FID LCD terminal maps only) and confirm the Authority’s intent?

A26: *No, there will be no requirement for voice to text capabilities.*

Q27. There are conflicting dates for submitting as-built documents. In article 10 Initial Installations section 10.4 part C states: “upon the authority’s notice of approval of the completed display installation and the supporting ancillary installations (including modification), Concessionaire shall submit to the authority final “as-installed” schematics and specifications…” however in article 19 section 19.11 it states that “No later than 90 days after each completion of the Initial Improvements and all Alterations for which the Authority’s consent is required, Concessionaire shall provide the Authority with all of the following:” The 4th required document in this section lists “A reproducible final copy of the plans as-built for all improvements…” Will the Authority please clarify if final As-Built drawings are required after 45 or 90 days?

A27: *It is 90 days.*

Q28. May the Exhibit C Pricing Proposal Form be altered or is the Figure 1 - Sample Revenue Model to be completed in addition to the requested comprehensive revenue structure?

A28: *You may not alter Exhibit C.*

Q29. Will the Authority confirm that the first capital investment report is due 90 days after RPT opening and total minimum capital investment is due 6 months before the expiration date? During the mandatory pre-proposal meeting it was stated that the minimum capital investment amount of $2.5M is throughout the entire term of the agreement and there is no required initial capital investment.

A29: *Refer to Article 18 of the Advertising Program and Internet Protocol Television Concession Agreement.*

Q30. The financial statements required by the RFP are extensive (300+ pages per year). Will the Authority confirm that Respondents can include the required financial statements as summaries with a link or reference to a private link or to public investors relations websites for the full reports? Including three years of the full report will yield a nearly 1,000 page digital document for the bid portal submittal.

A30: *Refer to section 9 - Audited Financial Statements of the RFP.*

Q31. With regard to the uptime performance requirements within the RFP, can the Authority clarify the intent and accuracy of the math on 99.9% uptime relating to only 8 minutes of yearly downtime? This is unrealistic and would require assurances on power and data on-site at the new airport, as well as 24/7 access to access equipment, which is again not realistic.

A31: *The Authority acknowledges the challenging nature of achieving 99.9% uptime, which equates to approximately 8.76 hours of allowable downtime per year. The stated requirement reflects the Authority's commitment to high system reliability but also takes into consideration practical limitations such as scheduled maintenance and unforeseen events. Proposers are encouraged to address their approach to uptime, redundancy, and contingency planning in their proposals, including realistic assumptions about access and infrastructure support.*

Q32. Can the Authority clarify Exhibit A, Operations and Maintenance 4 and confirm that the only systems and assets that the Respondents are responsible for are advertising-specific and IPTV-specific, only?

A32: *Confirmed*

Q33. With a short turnaround time between proposal submittal and the designated interview date, will the Authority please confirm if there are any specific attendees they want to attend the Interview? Are there any limitations on the number of attendees for the Interview?

A33: *The Authority does not require specific individuals to attend the interview; however, it is strongly recommended that key personnel proposed for the project, including those leading advertising strategy, operations, and IPTV integration, participate in the presentation. While there is no strict limit on the number of attendees, the Authority encourages a focused group to ensure a clear and efficient presentation. Further details regarding interview logistics may be provided upon shortlist notification.*

Q34. During the mandatory pre-proposal meeting on 7/15/25, the Authority stated that it would be open to any proposed solution and conversation that may help generate revenues and attract new advertisers; can the Authority please provide confirmation of this approach in writing?

A34: *Refer to the RFP requirements.*

Q35. Can you please provide a monthly rate sheet for all current advertising assets?

A35: *Please refer to the attached gross revenue report provided for your reference.*

Q36. Can you please share historical annual gross revenue data since 2019?

A36: *Please refer to the attached gross revenue report provided for your reference.*

Q37. During the review process, will the RFPs be printed out or will they be reviewed digitally?

A37: *Both*

Q38. The RFP does not mention any outdoor assets, e.g., Bus Shelters, Outdoor Wraps, are these advertising opportunities available to be part of the advertising program?

A38: *No outdoor locations are currently identified. Successful Proposer can work with the Authority on outdoor locations after opening of the RPT.*

Q39. Can the RFP include clickable links to any news or articles showing videos that highlight our work?

A39: *Proposals can include hyperlinks to external news articles, videos, or other media that highlight relevant experience or past work. However, all linked content should be easily accessible without requiring logins or subscriptions, and should directly support the proposal's qualifications and approach. The Authority reserves the right to review all submitted materials for relevance and appropriateness.*

Q40. Are there any advertising and sponsorship contracts/agreements in place between the Airport and any institutions related to major events, i.e., the FIFA World Cup or Olympics?

A40: *Refer to the Hollywood Burbank Airport LA28 Guarantee Letter.*

Q41. Please see the attached document for our firm's compiled list of questions. Thank you!

A41: *Confirmed*

Q42. Regarding Proposal Content, Section 7 – Advertising Program and Internal Protocol, is there a specific form to for the Sample Agreement Acknowledgement Statement or should Respondent prepare an independent statement?

A42: *The respondent is required to prepare an independent statement.*

Q43. Hello. Attached you will find our questions to the above referenced RFP. Please let me know if you would prefer the word file. Sincerely, Stacey Kodak

A43: *Confirmed.*

Q44. As answers to Respondents' questions dramatically impact the composition of a detailed, comprehensive submittal will the Authority consider answering questions as they are submitted and received, rather than waiting until all written questions and requests for clarification are submitted?

A44: *Yes, some questions may be answered as they are received.*

Q45. There is conflicting information within the RFP document regarding the due date of written questions: page 1 states a due date of July 18 and page 5 states July 21. Can the Authority please confirm the date all written questions and requests for clarification are due?

A45: *The deadline for questions is July 21, 2025. The front page of the RFP has been updated to reflect this.*

Q46. Can the authority please provide historical annual gross advertising revenues for the previous 5 years?

A46: *Please refer to the attached gross revenue report provided for your reference.*

Q47. Can the authority please share the advertising program's current MAG and percentage share of revenue?

A47: *Please refer to the attached gross revenue report provided for your reference.*

Q48. Page 10 Section 9 of the RFP document requests "Audited Financial Statements…for fiscal years 2022, 2023, and 2024. As a private corporation, our company does not have audited financial statements. Would the airport accept tax returns for the past 3 years prepared by our CPA firm, or three full sets of financial statements, including a balance sheet, income statement, and statement of cash flow, prepared by our accounting department for the last two fiscal years? In our nearly 30 years of experience, the alternative that we have offered above has been sufficient for all of our airport partners.

A48: *Yes*

Q49. Where does the authority prefer that responses to Exhibit B be placed within the proposal response?

A49: *Refer to selection criteria 7 - Additional Qualifications and Process Questions*

Q50. Page 7 Section 1 states that the Executive Summary shall not exceed four pages. Will the authority confirm that this is the only page count limitation and that the 4 pages is not inclusive of the cover letter?

A50: *The four page limit includes cover letter and executive summary.*

Q51. Can the authority clarify Page 6 Section G #7 of Exhibit A, and what is meant by "revenue-sharing agreements between advertisers and the Authority…"?

A51: *It is the Concessionaire's responsibility to enter into agreements with advertisers to generate maximum revenue for the Authority.*

Q52. Can the authority clarify the request in Exhibit A -Page 2 -Section b -#4 regarding QR codes and a static terminal map?

A52: *The intent is to have a QR code at the DA-12 and DA-13 that would pull up a static map of the airport on a passenger's phone. This is a desired option to include at these locations.*

Q53. Please clarify Exhibit A – Page 1- Section A-1 and Exhibit A -Page 4 -Section E -#3, and thoroughly explain how the authority defines "content?" Typically, advertisers create their own advertising content. Does the authority wish for the selected proposer to create content beyond typical advertising, such as "filler" for the EVIDs system?

A53: *No, the Authority does not expect the selected proposer to create content beyond typical advertising. The proposer is not required to develop any content for the EVIDS system.*

Q54. FP Page 1

As noted in the preface of the RFP, the Authority references outdoor signage as part of the scope: "The Burbank-Glendale-Pasadena Airport Authority (Authority), owner/operator of the Bob Hope Airport, commonly known as Hollywood Burbank Airport (BUR), is soliciting proposals from qualified firms for the development, construction, installation, operation, maintenance, and sale of various advertising… within the new Replacement Passenger Terminal (RPT). This includes indoor terminal advertising, outdoor signage…" We respectfully request additional information regarding the potential outdoor advertising locations referenced in this statement. Specifically:

• Are any exterior display locations currently designated or under consideration by the Authority?

• If so, can you provide site plans, renderings, or general descriptions of those locations?

• Will outdoor signage be subject to separate approval processes or municipal regulations outside the terminal scope?

A54: *No outdoor locations are currently identified. Successful Proposer can work with the Authority on outdoor locations after opening of the RPT.*

Q55. RFP Section 6: Pricing Structure – Page 9 Section 6.b. We respectfully request clarification regarding the application of the percentage fee component outlined in Section 6(b): Specifically, please confirm whether the requirement to pay a percentage fee of not less than 50% of gross sales will be subject to an annual reconciliation whereby total annual gross sales are reconciled at the end of each contract year, and any percentage fee payments made in excess of the required amount are credited back to the Concessionaire. Understanding whether the MAG serves solely as a guaranteed minimum payment is critical to accurately modeling financial obligations.

A55: *Refer to Exhibit C - Pricing Structure*

Q56. Section 6.b and Exhibit C Note 1 Request for Modification – MAG Concession Fee Adjustment Language
We respectfully request that the provision regarding annual adjustments to the MAG concession fee, commencing following the Firs Full Fiscal Year, be modified as follows: "Each consecutive annual MAG concession fee shall be equal to either: (i) five percent (5%) greater than the initial Year 1 MAG, or (ii) eighty percent (80%) of the prior year's total MAG payments, whichever amount is greater." This modification is intended to allow for greater flexibility in response to economic cycles, while still ensuring meaningful year-over-year revenue growth for the Authority. We appreciate your consideration of this request.

A56: *All exceptions must be entered into the exception log.*

Q57. RFP SC-1.7.f: Firm / Individual Professional Experience & Knowledge – Page 11 Request for Clarification – Immersive Content and Generative Media
We respectfully request further clarification regarding the Authority's intent for the use of computer-based design tools, particularly as it relates to the development of generative and compositional content through coding and programming algorithms. To ensure we accurately and thoroughly address the question regarding our firm's experience with immersive content, 360-degree video, curved surfaces, and AI solutions, we would appreciate additional detail on the specific expectations for the integration of algorithmically generated media and how the Authority envisions these tools being applied within the scope of the Advertising Program.

A57: *The Authority would like the the proposers to describe your firm's experience.*

Q58. RFP SC-2.1 (a, b, c): Proposed Solution and Features – Page 11
We respectfully request confirmation that the responses to the questions outlined in the above-referenced section are specifically intended to address the proposed use of the Authority's Electronic Visual Information Display System (EVIDS) and Digital Content Management System (DCMS) to maximize advertising revenue, vs the advertising program.

A58: *No*

Q59. Request for System Specifications – EVIDS and DCMS Integration
In order to accurately respond to the question regarding our ability to integrate with the Electronic Visual Information Display System (EVIDS) and Digital Content Management System (DCMS), we respectfully request that the Authority provide the technical specifications and operating protocols for both systems. This information is essential to determine the feasibility, approach, and requirements for integration, and to ensure that our proposed solution aligns with the Authority's system architecture and operational standards.

A59: *This information is not available at this time. The Airport will coordinate with the successful respondent and Airport EVIDS vendor to provide business rules and system specifications.*

Q60. RFP SC-2.1 (a, b, c): Proposed Solution and Features – Page 11
We respectfully request that the Authority provide additional detail regarding its expectations for a proposed AI-driven solution, particularly as it relates to the integration of real-time data capture. Specifically, could the Authority clarify:
• The types of real-time data it anticipates being captured (e.g., passenger flow, demographics, engagement metrics, environmental conditions)?
• The intended use or application of this data within the Advertising Program (e.g., content personalization, campaign performance analytics, dynamic ad placement)?
• Whether there are any preferred data sources, existing infrastructure, or systems the AI solution would be expected to interface with?

A60: *The Authority would like the proposers to highlight any capabilities that are AI-driven solutions related to real-time data.*

Q61. RFP SC-2.4: Proposed Solution and Features – Page 12
We respectfully request confirmation that, as the ticketing backwall is not designated for advertising at this time, Respondents are not required to provide proposed solutions or samples of custom ultra-high-resolution film/video content specifically for a ticketing backwall display.

A61: *Yes*

Q62. RFP SC-2.4.10 : Proposed Solution and Features – Page 12
We respectfully request that the requirement to provide a 120-minute content inventory be removed.

A62: *All exceptions must be entered into the exception log.*

Q63. RFP SC-3: Project Plan and Schedule – Page 12 Request for Clarification – Content Scope and Deliverables

The seven items listed within the referenced section appear to focus on the Concessionaire's role in developing original content for the Authority, spanning from initial concept development to final production, including coordination, budgeting, scheduling, and long-term planning. To ensure alignment with the Authority's expectations and to properly scope resources, we respectfully request a detailed description of the specific types of content the Authority expects the Concessionaire to produce—including whether this pertains to public-facing creative media, branded campaigns, immersive content, or proprietary digital storytelling for the RPT environment. A more defined content scope will help level-set expectations and clarify the expected deliverables from the successful Respondent, including content strategy, workshop facilitation, coordination with third parties, timeline and budget management, and development of content standards for future use.

A63: *Please refer to Selection Criteria 3 – Project Plan and Schedule.*

Q64. RFP SC-4.3: Pricing Proposal – Page 13 Request for Clarification – Scope of Content to Be Created

We respectfully request additional detail regarding the "content to be created" and "content conceptualization phase" as referenced in items 2 and 3 of the pricing proposal section. Specifically, to accurately develop our pricing approach and sample scenarios, could the Authority please clarify the anticipated types, formats, themes, and volume of content expected to be developed during the content conceptualization phase? Further guidance on the scope and nature of content will help ensure that our pricing proposal and illustrative scenarios are responsive to the Authority's expectations.

A64: *Refer to the RFP documents for Content Expectations*

Q65. RFP Interviews – Page 14

Please consider allowing Monday, September 15th as an alternative date for interviews.

A65: *No*

Q66. Exhibit A-1: Scope of Work – Page 1

We respectfully request that the Authority consider designating a portion of space on the Flight Information Displays (FIDS), Gate Information Displays (GIDS), and the Ticketing Check-In Backwall for advertising purposes. These locations offer high visibility and consistent passenger dwell time; however, their ability to generate non-aeronautical revenue is contingent on advertisers having guaranteed, scheduled playtime when passengers are present. With such assurances, the Concessionaire can effectively monetize these assets while creating opportunities for studio production agencies and artists to develop immersive, relevant, and dynamic paid content that complements the airport environment and enhances the customer experience.

A66: *No*

Q67. Exhibit A-1: Scope of Work – Page 1

We respectfully request that the Authority consider designating a portion of space on the

Flight Information Displays (FIDS), Gate Information Displays (GIDS), and the Ticketing Check-In Backwall for advertising purposes.

A67: *No*

Q68. Exhibit A-2.b.4: QR Codes and Mobile Integration – Page 2

We respectfully request that the use of QR codes and mobile integration be limited to instances where such elements are specifically requested and integrated by advertisers as part of their creative content.

A68: *The intent is to have a QR code at the DA-12 and DA-13 that would pull up a static map of the airport on a passenger's phone. This is a desired option to include at these locations.*

Q69. Exhibit A-2.b.5.b: Anamorphic Content – Page 3

We request that the requirement for anamorphic content capabilities be limited to LED display locations that are technically suited for such functionality.

A69: *Anamorphic content will be supported exclusively on display DA-16.*

Q70. Exhibit A-2.e.3: Content Management – Page 5

We respectfully request clarification on the following:

a. Please confirm that the Advertising Program and IPTV Concessionaire is not responsible for the creation or management of content produced by or on behalf of the Authority.

b. Please confirm that neither the Advertising Program nor IPTV content is required to be delivered 60 days prior to the RPT grand opening.

i. Please confirm that the Concessionaire is not responsible for providing a comprehensive content plan for BUR.

A70: *a. Confirmed.*

b. Advertising and IPTV content must be delivered no later than 60 days before the RPT grand opening.

c. Please refer to Exhibit A, Section 2.e.3.

Q71. Exhibit A-2.f: Integration – Page 5

Please specify whether the requested integration requirements apply only to the designated advertising locations, or if they are required solely when utilizing Authority-owned or managed digital assets.

A71: *This applies only to Airport-owned assets.*

Q72: Exhibit A-2.g: Revenue – Page 6

We respectfully request clarification regarding sponsorship opportunities under the scope of

the Advertising Program:
• Are there any designated assets or spaces specifically intended for sponsorships (e.g., branded zones, experiential areas, or activation spaces)?
• Are there any restrictions or limitations, such as those related to naming rights, category exclusivity, or the Concessionaire's ability to enter into sponsorship agreements?

A72: *Refer to the Hollywood Burbank Airport LA28 Guarantee Letter attached.*

Q73. Exhibit A-2.h.8: Operations and Maintenance – Page 7
We respectfully request that the 99.9% system availability requirement be revised to reflect the industry standard of 97% - 98%, which allows for a more practical and achievable operational benchmark while still ensuring high system reliability.
Additionally, we request clarification regarding the parameters used to calculate system uptime, specifically:
• Does the stated 99.9% uptime requirement account for periods during which the airport is closed or otherwise not accessible to the public?
• Will scheduled maintenance windows, power interruptions beyond the Concessionaire's control, or non-operational hours be excluded from the uptime calculation?

A73: *The Authority acknowledges the challenging nature of achieving 99.9% uptime, which equates to approximately 8.76 hours of allowable downtime per year. The stated requirement reflects the Authority's commitment to high system reliability but also takes into consideration practical limitations such as scheduled maintenance and unforeseen events. Proposers are encouraged to address their approach to uptime, redundancy, and contingency planning in their proposals, including realistic assumptions about access and infrastructure support.*

Q74. Exhibit A-2.J: IPTV Distribution and Integration Requirements - Page 8
Please confirm whether the IPTV concession is required to integrate with the Authority's EVIDS/DCMS systems or if is the Concessionaire option. Additionally, please confirm whether the proposed IPTV system may utilize the airport's existing dark fiber infrastructure for distribution to Intermediate Distribution Frame (IDF) rooms throughout the terminal.

A74: *There are no requirements for advertising on the EVIDS system.*

Q75. Exhibit B: Additional Qualifications and Process Questions
Please confirm the Authority's preference for how the questions in Exhibit B – Additional Qualifications and Process Questions should be addressed: Should responses be provided as a standalone appendix, answering each question in the order presented in Exhibit B?
OR
Should responses be integrated within the body of the proposal, with each item cross-referenced back to the corresponding question in the Exhibit B questionnaire?

A75: *Refer to selection criteria 7 - Additional Qualifications and Process Questions.*

Q76. Exhibit D: Advertising and IPTV Display Matrix

Please confirm that respondents may propose locations SA-1 and SA-2 be LEDs in place of the designated high tensile fabric, at their cost.

Please confirm that all locations identified in the matrix will have the necessary infrastructure installed by the Authority's construction team to support the designated media type listed (e.g., data, electrical, and structural/engineering requirements).

Please confirm whether the IPTV is required for potential content distribution across all airport screens (e.g., FIDS, GIDS), or if the IPTV content is only required to be distributed to screens located within the hold rooms specifically identified as "IPTV on the Display Matrix

A76: *1. The Authority is not open to modifying the locations shown in the RFP exhibit maps prior to the opening of the RPT.*

2. Confirmed.

3. This requirement applies only to the IPTV screens.

Q77. Exhibit K: Advertising Program and Internet Protocol Television Concession Agreement Article 1 Definitions: Gross Revenues – Page 5

We respectfully request that the following exclusions be added to the definition of Gross Revenues:

• Programmatic platform fees, including those not charged by an advertising agency

• Payments made to the Concessionaire by an advertiser or agency for production and installation costs

A77: *Any requested changes to Exhibit K – Advertising Program and Internet Protocol Television Concession Agreement must be documented in the exception log.*

Q78. Section 5.1.c: MAG Calculation – page 11

We respectfully request that Gross Revenues associated with the 2028 Olympic Games and the Paralympic Games be excluded from the annual MAG adjustment calculation. These global events may result in a temporary and extraordinary increase in Gross Sales that is outside the ordinary course of business and not reflective of sustained program performance. Excluding revenue spikes tied to these events will help ensure that future MAG adjustments are based on normalized operating conditions, allowing for more accurate forecasting and financial planning over the term of the Agreement.

A78: *No*

Q79. Section 6.2.a: Performance Guarantee – page 14

Please consider reducing the required Performance Guarantee to 50% of the proposed MAG. This adjustment would continue to provide the Authority with sufficient financial assurance while aligning more closely with industry standards for airport advertising concession agreements.

A79: *Any requested changes to Exhibit K – Advertising Program and Internet Protocol Television Concession Agreement must be documented in the exception log.*

Q80. Section 18.1 Minimum Capital Investment - Page 49

We respectfully request that the minimum capital investment requirement be reduced by 50% to allow for a more flexible and scalable investment approach in alignment with market conditions and program needs. Additionally, we request that the definition of "minimum capital investment" be clarified to reflect the total capital investment to be made over the full term of the Agreement, rather than requiring the full amount to be expended upfront or within a specific initial period.

A80: *Any requested changes to Exhibit K – Advertising Program and Internet Protocol Television Concession Agreement must be documented in the exception log.*

Q81. Section 18.4 Capital Investment Report - Page 50

Please modify to allow for the Capital Investment Report to be certified by the Concessionaire's chief financial officer "or another duly authorized signatory,".

A81: *Any requested changes to Exhibit K – Advertising Program and Internet Protocol Television Concession Agreement must be documented in the exception log.*

Q82. Self-Insurance for Property and Business Interruption Coverage – Page 56

We self-insure and utilize umbrella coverage for both property insurance and business interruption insurance. We respectfully request approval for this approach in lieu of obtaining third-party insurance policies, as outlined in Article 20, Sections 20.5 and 20.6 of the Agreement. Please confirm whether the Authority will accept self-insurance and umbrella coverage program as satisfying the following requirements:

ARTICLE 20 – INSURANCE

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, 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) $5,000,000, or (ii) then applicable MAG.

A82: *Any requested changes to Exhibit K – Advertising Program and Internet Protocol Television Concession Agreement must be documented in the exception log.*

Q83. Section 24.1 Taxes, Assessments and Other Charges – Page 64
Please confirm whether the Advertising Program and IPTV Concession Agreement will be subject to possessory interest taxes. If so, we respectfully request that the Authority provide: method of calculation used by the applicable taxing authority

A83: *Please contact the Los Angeles County Assessor.*

ATTACHMENTS:

1. LA28 Guarantee Letter
2. 2019 – Present Advertising Concession Gross Revenues

END OF ADDENDUM NO. 1

Burbank-Glendale-Pasadena Airport Authority

Addendum No. 2

RFP ADM25-03

Advertising Program and IPTV Concession

Date: August 12, 2025

NOTICE TO ALL POTENTIAL RESPONDENTS

The following changes, additions, and/or clarifications to the Request for Proposals (RFP) for Advertising Program and IPTV Concession at Hollywood Burbank Airport dated June 27, 2025 issued by the Burbank-Glendale-Pasadena Airport Authority ("Authority" or "BGPAA") are considered as Addendum No. 2, and are hereby made a part of the RFP documents. All Proposers are required to base their Proposal upon the information furnished in the RFP documents, including this Addendum No. 2.

Proposers are required to acknowledge Addendum No. 2. Failure to acknowledge any addendum on PlanetBids may result in the Proposal being declared non-responsive.

1. Exhibit A – Scope of Work
    a. Remove of language B.4 and B.4.a

~~4. Furnish and install all digital displays with QR codes, mobile integration, and displays to engage passengers and visitors as indicated in the design drawings.~~

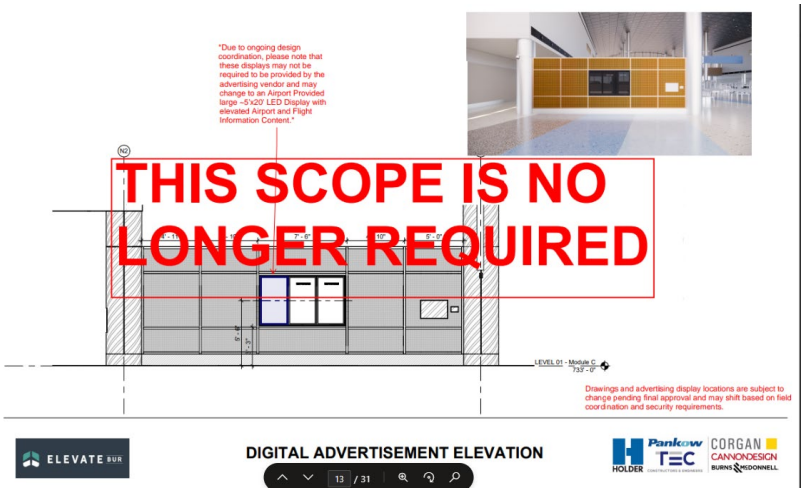
~~a. The Respondent may develop a static terminal map with relevant concession information to be displayed through the EVIDS platform and integrated into the virtual assistance display and experience.~~

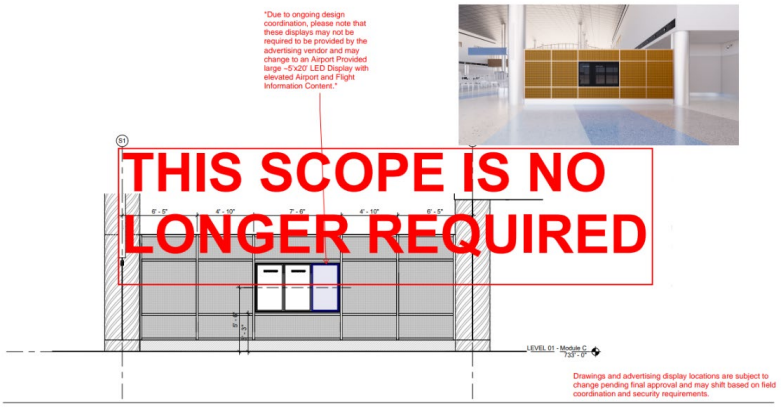
2. Exhibit D – Advertising and IPTV Display Matrix
    a. The removal of DA-12 & DA-13 Module C Wall Mount (SSCP). Only language that will stay is "The FIDS have changed to an airport provided ~ 5'x15' Directview LED Display."

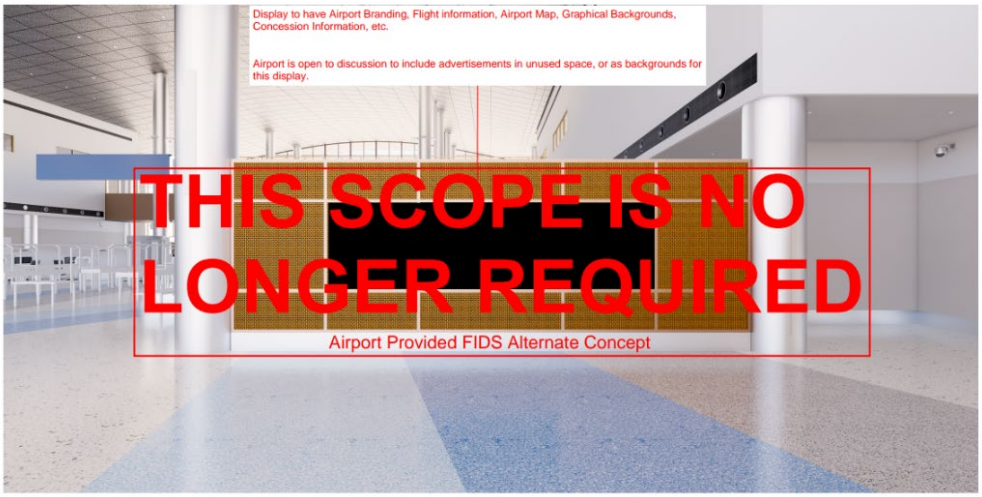
~~DA-12~~	~~MODULE C WALL MOUNT (SSCP)~~	~~55"~~		~~Portrait~~	~~IDF B-1~~	~~[5]Due to ongoing design coordination, please note that these displays may not be required to be provided by the advertising vendor and may change to an Airport Provided large ~5'x20' LED Display with elevated Airport and Flight Information Content.[5]~~ ~~Coordinated with FIDS screens; Concessionaire to coordinate mount with architectural finishes. Advertiser may be required to generate/maintain a terminal map graphic including concessions locations.~~ The FIDS have changed to an Airport Provided ~5'x15' Directview LED Display
~~DA-13~~	~~MODULE C WALL MOUNT (SSCP)~~	~~55"~~		~~Portrait~~	~~IDF B-1~~	~~[5]Due to ongoing design coordination, please note that these displays may not be required to be provided by the advertising vendor and may change to an Airport Provided large ~5'x20' LED Display with elevated Airport and Flight Information Content.[5]~~ ~~Coordinated with FIDS screens; Concessionaire to coordinate mount with architectural finishes. Advertiser may be required to generate/maintain a terminal map graphic including concessions locations.~~ The FIDS have changed to an Airport Provided ~5'x15' Directview LED Display

3. Exhibit F – Advertising and IPTV Detail and Renderings

    a. Page 13, 14, 15 – DA#12 & DA#13 – Language included “This scope is no longer required”







4. RFP – Purpose of Request – Language update

PURPOSE OF REQUEST

The purpose of this RFP is to solicit written proposals from firms with experience and qualifications to provide engaging digital advertising, static installations, and IPTV at Hollywood Burbank Airport for the new RPT. The RPT will open with a best-in-class Electronic Visual Information Display System / Dynamic Content Management System (EVIDS/DCMS) provided by Synect. Examples of Synect EVIDS/DCMS installations at other airports and documentation on their product offerings can be found at their website synectmedia.com. It is the Authority's intent to leverage this technology to develop captivating, immersive, and relevant content on all airport screens; including the Flight Information Displays (FIDS), Gate Information Displays (GIDS), and Ticketing Check-In Backwall.

5. Including Synect Player Specification with upgrade Windows 11 IoT

Synect Player Specification

#	Synect Default Player Component List
1	Now Micro 13th Gen NUC Case Kit
2	ASUS NUC 13 Pro Slim Kit RNUC13ANKI70000UI Barebone - mini PC - 1 x Core i7 1360P / up to 5 GHz - RAM 0 GB - Intel Iris Xe Graphics - Gigabit Ethernet, 2.5 Gigabit Ethernet, IEEE 802.11ax (Wi-Fi 6E), Bluetooth 5.3 - black
3	Now Micro DDR4 8GB SODIMM
4	Now Micro SSD 240GB+ M.2 Drive
5	WINDOWS 10 IOT ENTERPRISE 2021 LTSC MULTILANG ESD OEI HIGH END EPKEA
6	Now Micro image for Windows 10 IoT Enterprise LTSC 2021
7	Three Year Depot Warranty

This will be upgraded to Windows 11 IoT at a later date.

ATTACHMENTS:

1. Exhibit A – Scope of Work (amended per section 1 above only)
2. Exhibit D – Display Matrix (amended per section 2 above only)
3. Exhibit F – Renderings (amended per section 3 above only)
4. RFP – revised page 5 (only), insertion of language per section 4 above
5. Syntect Player Specification

END OF ADDENDUM NO. 2

NOTE TO RESPONDENTS: This is the proposed Scope of Work for the services that are the subject of this Burbank-Glendale-Pasadena Airport Authority (Authority) Advertising and Internet Protocol Television (IPTV) Concession Request for Proposals (RFP). Be advised the Authority reserves the right to modify this Scope of Work during contract negotiations.

Respondents must outline their approach to delivering the specified services and meet the minimum requirements. Additionally, they must provide references and examples of past experience fulfilling similar requirements, including client contact information.

EXHIBIT A – SCOPE OF WORK

A-1 General Purpose: Great travel experiences start when passengers leave their homes and arrive at the airport. To make their journey more memorable and highlight the economic and residential growth of the Southern California area, the Authority has embarked on a Replacement Passenger Terminal (RPT) Project at Hollywood Burbank Airport (BUR) to provide an overall modernized facility. The RPT will bring the necessary capacity to support air service growth, better use of space, enhanced connectivity, and improved passenger experience. A large impact on the passenger experience is the digital environment, one of the most visually engaging and visible components of the architectural environment in the RPT. The RPT will launch with a best-in-class Electronic Visual Information Display System and Dynamic Content Management System (EVIDS/DCMS), fitting for Burbank and Hollywood, the entertainment capital of the world. The Authority intends to leverage this technology by engaging studio production agencies and artists to develop captivating, immersive, and relevant content on all airport screens; including the Flight Information Displays (FIDS), Gate Information Displays (GIDS), and Ticketing Check-In Backwall.

The Authority is undertaking this procurement to obtain a qualified Respondent proficient in delivering impactful, engaging digital, static custom advertising and IPTV installations. The primary objectives are to maximize a return on investment (ROI), increase revenue, integrate interactive media, elevate the passenger experience to match the airport's Best-In-Class DCMS, leverage competitive advantages, enable targeted advertising, and align with the excitement surrounding the 2028 Olympics and Paralympic Games.

This unique media program, which includes large-scale, uniquely designed media features, a centralized control system, and an inventory of original multimedia content, is an integral part of the RPT, propelling BUR into the future of air travel and immersive experiences.

The RFP requirements include developing creative themes, establishing a content development strategy, conducting design reviews, creating a content development plan, producing content, integrating creative media into the airport's Look and Feel, documenting content guidelines and rules, and coordinating with the Authority and the DB Contractor. The selected Respondent (Concessionaire) must develop a full inventory of content for BUR advertising, incorporating the themes developed during the content development period in conjunction with and validated by the Authority.

A-2 Scope of Work Responsibilities, Services, and Deliverables: In accordance with the Design Documents provided in Exhibit B – L and construction schedule provided in Exhibit J, the Concessionaire will be responsible for all designing, coordinating, constructing, installing, testing, operating, maintaining, and managing the Advertising Program and IPTV Concession in the RPT.

Key scope items encompass, but are not limited to:

a. Design of Advertiser Provided Displays
   1. Deploy advertising installations at locations indicated in Exhibit D-F, and L of the design drawings.
      a. Provide the design for all required structural supports and mounting systems (including brackets, shrouds, etc.) monitors, media players, servers, network equipment, and cabling required for a complete and working advertising and IPTV system, ensuring compliance with all public safety, structural and aesthetics guidelines.
      b. Refer to Exhibit D – Advertising and IPTV Display Matrix, which details the location, size, weight for the assembly, orientation, and intended purpose of all display locations to be provided by Respondent. Any modifications must be reviewed and approved by the Authority and coordinated with the DB Contractor.
      c. Drawings and advertising display locations are subject to slight changes pending final approval and may shift based on field coordination and security requirements.
   2. Provide comprehensive design content guidelines, including aesthetic and branding standards, to ensure all advertising content seamlessly aligns with the airport's identity and visual consistency. Submit a complete IP matrix outlining all networked devices, IP address assignments, and VLAN requirements, if applicable.
   3. Submit a naming convention.
   4. Submit an integration block diagram to the airport's DCMS if applicable.

b. Construction
   1. Advise the DB Contractor on all coordination items including space, cooling, backing, sleeves, pathways, connection to power and data, scheduling, display coordination, and media integration.
   2. The Authority will be the point of contact or will appoint a designee for any coordination efforts required with the DB Contractor and any additional requirements, such as adherence to all public safety regulations, codes, and standards.
   3. Provide all infrastructure for complete and functional advertisement system, including all mounting structure and hardware, static hardware, cabling, ventilation, brackets, controllers, nodes/spitters and network equipment in accordance with the design drawings. In cases of scope gap between the DB Contractor and the Concessionaire, the Concessionaire shall be responsible for furnishing and installing necessary infrastructure.
   4. Furnish and install all digital displays with QR codes, mobile integration, and displays to engage passengers and visitors as indicated in the design drawings.
      a. The Respondent may develop a static terminal map with relevant concession information to be displayed through the EVIDS platform and integrated into the virtual assistance display and experience.

5. All hardware must be fully capable of supporting anamorphic digital content and must allow for future integration without requiring hardware upgrades.
    a. The Respondent must have the ability to deploy previously developed anamorphic content.
    b. Provide 3D anamorphic advertising features that include video to elevate visual appeal and captivate passersby, promoting engagement and brand recognition.
6. Furnishing and installation of all static signage and digital advertising and IPTV displays for all passengers and visitors as indicated in the design drawings.
7. The Concessionaire is obligated to conduct the work in accordance with the construction schedule.
8. 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, materials, and infrastructure for a complete installation.
9. Implement mounting solutions for ceiling-hung, wall-mounted, and freestanding displays. Mount and screen assembly must include any necessary ventilation equipment as well.
10. Coordinate with the DB Contractor on physical infrastructure, including mounting locations, electrical wiring, load data, and data cabling for digital signage and IPTV systems.
    a. Structural drawings for all advertising and IPTV displays will be issued separately by the DB Contractor.
    b. Ensure mount and screen assembly are within weight limitations per the display matrix and drawings.
11. Provide, furnish, and install necessary equipment for ventilation and maintenance for all advertising and IPTV displays.

c. Installation
1. Design plans for hardware selection, installation locations, and installation details shall be submitted to the Authority for review and approval.
2. Installation of hardware shall be coordinated with the DB Contractor.
3. The Concessionaire shall ensure the environmental and power requirements for the hardware components are met. Any deficiencies shall be reported to the DB Contractor for correction.
4. Installation shall be ready and available based on implementation schedule in the RFP.
5. Ensure all cabling and infrastructure aligns with the overall network, electrical, and architectural design.
6. Provide detailed cabling specifications, including cable types, termination points, and connections requirements.

d. Implementation

1. Integrate captivating content elements to boost revenue by enhancing viewer interaction and conversion rates. This entails collaborating with the Authority to establish creative themes, conduct theme selection workshops, devise a content strategy, and coordinate its finalization.

2. Implement a digital advertising solution that embraces all digital displays available with an overall content strategy and conduct thorough testing to validate its functionality under various conditions, including peak usage periods and system updates, ensuring uninterrupted performance.

3. If beneficial to revenue opportunities, implement a digital advertising solution with the capability to utilize Airport EVIDS/DCMS.

4. Implement a digital advertisement solution featuring custom ultra-high-resolution film and video content.

5. Provide all related permits, licenses, pre-production, production, and post-production work to create and deliver the digital advertising media inventory.

6. Provide reviews of content at all production stages, coordinate and manage content production activities, and produce content following guidance from the Authority in accordance with an approved content development strategy to achieve a successful opening day display.

7. Provide a detailed timeline and project management strategy outlining the installation, testing, and launch stages of the digital advertising solution. This plan shall highlight critical milestones, tasks, production, permitting, and the coordination of activities.

8. Implement an advertising solution integrating Artificial Intelligence (AI) and as well as Americans with Disabilities Act (ADA) compliant technology, including text-to-speech functionality for ADA purposes.

    a. Coordinate with the DB Contractor for programming and scheduling of content on the DCMS servers.

9. Deploy programmatic advertising platforms to allow digital ad placements and flight schedules.

    a. Establish protocols for future updates and enhancements to ensure long-term system reliability and adaptability.

e. <u>Content Development</u>

1. The Authority is amenable to new and innovative content strategies that will boost revenue and enhance the passenger experience. This can include stand-alone and advertising displays, seamlessly and strategically integrating advertising content to elevate Airport Flight Information Displays (FIDS, BIDS, GIDS, etc.), leveraging unused real estate (i.e.: Empty FIDS Screens, GIDS not in use, or space on the Ticketing Check-In Backwall), or Domination of display(s) for the purpose of major events.

2. Coordinate with the DB Contractor, Airport EVIDS/DCMS Vendor, and Airport Communications team for content collaboration tools to create a consistent sense of place between the advertisements and content on the airport displays.

3. The Concessionaire is responsible for the following aspects for content management:

    a. The content shall be ready and available 60 days before the grand opening of the RPT.

    b. Develop a comprehensive content plan that aligns with BUR's requirements and approvals, covering timelines, design, production, and programming. This includes creating content capsules with specific resolutions, transitions, and layout templates.

    c. Ensure the approved content is produced efficiently, with continuous coordination, oversight, and comprehensive management throughout the entire content development process.

    d. All necessary post-production editing and composition for animation and video content will be completed, with key digital assets adapted for reuse on other airport screens.

    e. Facilitate ongoing on-site review sessions with the Authority for duration of the contract, incorporating feedback from the Authority.

    f. Provide video advertising reports that will detail the tracking information for display of video advertising files. It shall include time, length, the display monitor that was used for all advertisements, and a summary of the number of times each video was played on each monitor.

    g. Create high resolution digital content tailored for airport travelers, including advertisement, news, and airport information.

    h. Develop customized advertising packages for brands, including static, animated, and interactive media.

    i. Optimize content for multi-language support and accessibility to enhance user experience for travelers.

f. Integration

1. The advertising solution shall integrate with the DCMS to incorporate advertising on displays used in the terminal.

2. The advertising solution shall be integrated with a Ticketing Ribbon video wall display for advertising content.

    a. Support industry-standard formats, including video, static images, and animations.

    b. Must have the ability to schedule and rotate content based on pre-determined time slots or triggers.

    c. The system must allow for real-time or scheduled content updates through API integration or other approved data feed methods.

    d. All content must be optimized for the resolution and aspect ratio of the ticket ribbon wall.

e. The system must support content customization based on time of day, flight schedules, or special events.

3. The advertising solution shall seamlessly integrate with the IPTV system through a web-based platform for content display or the Respondent proposed solution.

    a. The content display shall be coordinated with the Authority.

4. Provide LED display board-specific calibration for all created content, including recommendations for future content calibration, and communicate system capabilities and constraints with the Authority.

5. Provide requirements pertinent to sizing, scheduling, templates, and electronic format of content integration into the GIDS.

6. Deploy IPTV distribution systems for seamless integration with airport information channels and advertising content

g. Revenue

1. Develop advertising content that generates a strong ROI, and revenue increases for both the Authority and advertisers. Provide metrics to measure performance. Support the integration of third-party analytic tools if necessary for a more comprehensive view of ad performance.

2. Enable real-time monitoring to promptly identify trends and adjust advertising strategies based on the analytics data.

3. Align advertising strategies with the Authority revenue goals and objectives, fostering a cohesive and mutually beneficial partnership between the Authority and advertisers.

4. Showcase the benefits of targeting ads effectively to airport audience, considering passenger demographics, interests, and regional trends.

5. Provide a transparent and thorough pricing outline for the setup, upkeep, and ongoing support of the solution. Clearly delineate all pertinent expenses and particulars to guarantee transparency and comprehension of the financial components linked with the proposed solution.

6. Establish sponsorship opportunities that align with airport branding and generate additional revenue.

7. Implement revenue-sharing agreements between advertisers and the Authority for digital and static placements.

h. Operation and Maintenance

1. The Concessionaire shall provide the highest standards of service prevailing in the industry. These standards will be achieved by continuous improvement through open communication with the Authority, regular management reviews, and industry guidelines.

2. Provide documentation detailing the process of isolating and troubleshooting issues within the digital advertising system without affecting the EVIDS.

a. Define service level agreements with minimum response times for troubleshooting and repairs.

3. Include a detailed maintenance plan encompassing content and software management, optimization of hardware and network infrastructure, ensuring security and compliance measures, as well as a user-centric approach to support and enhance both digital and static solutions.

4. Implement failover mechanisms to guarantee continued functionality of the EVIDS in the event of disruptions or maintenance activities on the digital advertising system.

5. The Concessionaire will be responsible for supporting the Authority in addressing technical matters and ensuring technical compliance for full integration of all content inventory and history.

6. The Concessionaire will be responsible for managing a database for all historical advertising content.

7. Provide a media standards and styles guide, including but not limited to scheduling, format, code, resolution, integration process, backup protocols, limitations, and other recommendations.

8. The Concessionaire shall guarantee Digital Advertising system availability of 99.9%, meaning no more than eight minutes of complete system failure and downtime within a rolling twelve month period. The Concessionaire will be responsible for monitoring, operating, and maintaining the advertising system 24/7, year-round. Respondent shall describe its ability to provide the necessary staffing and availability to meet this support level.

9. Implement preventive maintenance schedules for digital signage, LED displays, and IPTV infrastructure.

i. Testing and Commissioning

1. Commissioning of the RPT digital advertising shall be coordinated with the Authority representative. Prior to the start of commissioning, a schedule shall be submitted to the Authority representative for review and approval.

2. The Concessionaire is responsible for evaluating all content on the fully operational system, which involves submitting field testing protocols for the Authority review and conducting preliminary tests before seeking official approval from the Authority.

3. Performance functionality and site acceptance testing for an assembled and complete solution, including an acceptance testing and validation of content synchronization and performance

    a. Performance verification testing encompasses a comprehensive evaluation of the entire multimedia system, including LED display technology and content, following the installation and commissioning of all components.

4. Conduct thorough testing to validate the performance of the digital advertising solution.

5. Perform brightness and visibility tests to optimize display settings for various lighting conditions.

6. As part of Site Acceptance Testing, the Concessionaire is required to do a full calibration of the content and support the LED display system provider as it relates to optimal display of the content.

7. Provide on-site testing as needed for content implementation, including content that may be implemented after the grand opening of the RPT, along with quality control and verification of glitch control on all media. Make any necessary modifications to media files based on expected performance.

j. IPTV distribution system

1. Provide an appropriately sized IPTV system, as outlined in the design drawings, including the headend, distribution to the hold rooms, cabling, and all necessary ancillary equipment.

    a. Provide an equipment schedule that includes the make, model, quantities unit prices and total cost.

        i. Clearly identify any system cost that is not included in the total amount.

        ii. Indicate brand name and model (or series number) of the products offered.

    b. Provide information on rack space, power, and cooling requirements.

2. Coordinate with the Authority to determine the service provider and number of channels required for distribution.

    a. Coordinate with the Authority on streaming content for the IPTV system.

3. Ensure seamless integration with the Authority flight information displays and passenger announcements system.

4. Provide clear documentation on system scalability, allowing for future content expansion and additional channels.

5. Provide coordination with Service Providers.

    a. Coordination shall include but is not limited to the following:

        i. Site pathways from utility right-of-way to head end system.

        ii. Equipment required specific to Service Provider.

6. Design plans for hardware selection, installation locations, installation details and pathways shall be provided to the Authority for review and approval.

    a. Design coordination with the DB Contractor on installation locations, installation details and pathways.

7. Provide any Service Provider equipment (tuners, encoders, integrated receiver/decoders, etc.) necessary for the ingestion and playback of channel content into the IPTV System.

8. If integrated with the DCMS, identify if this will boost viewership by sharing space on IPTV screens for relevant Flight Information.
9. Provide professional installation of IPTV System and related hardware.
10. Conduct thorough testing to validate the performance of the IPTV distribution system.