



April 16, 2026

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

NOTICE is hereby given that a regular meeting of the Finance and Administration Committee will be held on Monday, April 20, 2026, at 9:30 a.m., or immediately following the Commission meeting in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

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#

A handwritten signature in blue ink that reads "Terri Williams". The signature is fluid and cursive.

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

REGULAR MEETING
OF THE
FINANCE AND ADMINISTRATION COMMITTEE

Airport Skyroom
Monday, April 20, 2026
9:30 a.m., or Immediately Following
the Conclusion of the Commission Meeting

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

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

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

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

AGENDA

April 20, 2026

1. Roll Call
2. Staff Announcement: AB 23
3. Approval of Agenda
4. Public Comment
5. Approval of Minutes
 - a. April 6, 2026 **[See page 1]**
6. Items for Approval
 - a. Award of Concession Agreement **[See page 4]**
Automated Teller Machine – BaumTech, LLC

Staff seeks a Finance and Administration Committee recommendation to the Commission for approval of a proposed Automated Teller Machine Concession Agreement with BaumTech, LLC for the installation, operation and management of two Automated Teller Machines at the Replacement Passenger Terminal.
7. Items for Discussion
 - a. Proposed FY 2027 Budget Assumptions

No staff report attached. As the FY 2027 budget development process continues, discussions with the Committee will focus on budget assumptions.
8. Items for Information
 - a. Committee Pending Items **[See page 7]**
9. Adjournment: To Monday, May 4, 2026, for the next regularly scheduled meeting of the Finance and Administration Committee, 2627 N Hollywood Way, Skyroom

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

MONDAY, APRIL 6, 2026

A regular meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 11:02 a.m., by Commissioner Wilson.

1. ROLL CALL

Present: Commissioners Wilson, Ovrom and Quintero

Absent: None

Also Present: Staff: John Hatanaka, Executive Director; Kathy David, Senior Deputy Executive Director; David Kwon, Deputy Executive Director, Finance and Administration; Thomas Henderson, Director, Business & Properties; Madeleine Zavala, Senior Manager, Business & Properties

2. Staff Announcement: AB 23

The Executive Director announced that, as a result of the convening of this meeting of the Finance and Administration Committee, each Committee member in attendance is entitled to receive and shall be provided \$200.

3. Approval of Agenda

The agenda was approved as presented.

Motion

Commissioner Quintero moved approval; seconded by Commissioner Ovrom.

Motion Approved

The motion was approved (3–0).

4. Public Comment

There were no public comments.

5. Approval of Minutes

a. March 23, 2026

A draft copy of the minutes of the special meeting of March 23, 2026, was included in the agenda packet for review.

b. March 16, 2026

A draft copy of the minutes of the regular meeting of March 16, 2026, was included in the agenda packet for review.

Motion

Commissioner Quintero moved approval of the minutes; seconded by Commissioner Ovrom.

Motion Approved

The minutes were approved (3–0).

6. Treasurer's Report

a. January 2026

A draft copy of the January 2026 Treasurer's Report was included in the agenda packet for the Committee's review.

Motion

Commissioner Quintero moved approval to note and file the Treasurer's Reports; seconded by Commissioner Ovrom.

Motion Approved

The motion was approved (3-0).

7. Items for Approval

a. Month-to-Month Lease Template – Replacement Passenger Terminal

Staff presented to the Committee a recommendation for Commission approval of a Month-to-Month lease template for the Replacement Passenger Terminal and authorization for the Executive Director to execute individual Month-to-Month leases with tenants, substantially in the approved form. The authorization includes discretion for the Executive Director to make space-specific modifications that do not result in a material negative financial impact on the Authority, as well as clerical or non-substantive revisions as deemed necessary by Authority General Counsel.

The Committee recommended certain modifications to the staff report before submission to the Commission.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

Motion Approved

The motion was unanimously approved (3-0).

b. Third Amendment to Lease Agreement – HERC Rentals, Inc.

Staff presented to the Committee a recommendation for Commission approval a Third Amendment to the January 17, 2006 Lease Agreement between Herc Rentals, Inc. and the Authority, which provides for a five-year lease extension with one additional five-year extension option. As a condition of the Amendment, Herc Rentals is required to construct and install a block wall along a portion of its leasehold perimeter. The lease extension is contingent upon Herc Rentals obtaining a building permit for the block wall no later than August 1, 2026.

The Committee recommended certain modifications to the staff report before submission to the Commission.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

- Motion Approved** The motion was unanimously approved (3–0).
- c. Access Agreement
BUR Fuel Company, LLC** Staff presented to the Committee a recommendation for Commission approval a proposed Access Agreement with BUR Fuel Company, LLC (“BUR Fuel”) for BUR Fuel’s temporary access and use of the Authority’s property for the purpose of performing geotechnical and surveying services in connection with the evaluation of the Fuel Farm Expansion Project.
- Motion** Commissioner Quintero moved approval; seconded by Commissioner Ovrrom.
- Motion Approved** The motion was unanimously approved (3–0).
- d. Replacement Passenger
Terminal Program Manager
Jacobs Project Management
Company - Task Order
Authorization** Staff presented to the Committee a recommendation for Commission approval of Task Order No. 6 with Jacobs Project Management Co. in the amount of \$7,859,872 to provide program management services for the Replacement Passenger Terminal Project. This includes approval to extend the Jacobs contract expiration date from May 11, 2027, to May 1, 2028, and to increase the original maximum contract value to align with the anticipated duration of the legacy facility demolition, required additional services, and overall project closeout.
- Motion** Commissioner Quintero moved approval; seconded by Commissioner Ovrrom.
- Motion Approved** The motion was unanimously approved (3–0).
- 8. Items for Discussion**
- a. Proposed FY 2027 Capital
Projects Including RPT
Construction Forecast** Staff presented to the Committee highlights of Capital Projects and the Replacement Passenger Terminal.
- 9. Items for Information**
- a. Committee Pending Items** Staff reviewed future items to be presented to the Committee.
- 10. Adjournment** The meeting was adjourned at 12:19 p.m.
- Adjournment: To April 20, 2026, for the next scheduled meeting of the Burbank-Glendale-Pasadena Airport Authority Finance and Administration Committee – 2627 Hollywood Way, SkyRoom.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
FINANCE AND ADMINISTRATION COMMITTEE
APRIL 20, 2026**

**AWARD OF CONCESSION AGREEMENT
AUTOMATED TELLER MACHINE
BAUMTECH, LLC**

Presented by
Madeleine Zavala
Sr. Manager, Business & Properties

SUMMARY

Staff seeks a Finance and Administration Committee (“Committee”) recommendation to the Commission for approval of a proposed Automated Teller Machine Concession Agreement (“Agreement”) with BaumTech, LLC (“BaumTech”) for the installation, operation and management of two Automated Teller Machines (“ATMs”) at the Replacement Passenger Terminal (“RPT”).

BACKGROUND

As part of the customer service experience, Staff identified the need for ATM services at the RPT as is currently available in the existing terminal. In July 2025, Staff began the development of a Request for Proposals (“RFP”) with the objective to obtain an ATM service provider to install, operate and maintain two ATM locations at the RPT.

A timeline of the RFP was established with the goal of awarding the contract in May 2026 in order to provide the selected operator time to procure, install, and ensure that both ATMs are operational prior to the opening of the RPT.

PROCUREMENT PROCESS

On January 8, 2026, utilizing the Authority’s e-procurement website, PlanetBids, Staff issued the RFP for ATM Concession. The procurement schedule is listed below.

| Procurement Phase Schedule | Date |
|--|------------------|
| RFP Issued by Authority | January 8, 2026 |
| Deadline for Submission of written questions or requests for clarification | January 22, 2026 |
| Proposals Due | February 6, 2026 |
| Notice of Intent to Award | March, 2026 |
| Award Recommendation to Authority Finance Committee | April 20, 2026 |
| Award Recommendation to Authority Commission | May 4, 2026 |
| Service Commencement Date (60 days prior to Opening RPT) | August 13, 2026 |

RESPONSES TO THE RFP

The PlanetBids system indicated that the RFP was downloaded 17 times with two proposals received. Upon review by the Procurement Department, both proposals were deemed to be responsive to the RFP requirements.

EVALUATION PROCESS

The evaluation criteria with a total of 100 points available are as follows:

- Experience, Background and Past Performance (10 pts)
- Organization and Key Personnel Assigned to Oversee ATM Concession (10 pts)
- Proposed Management Plan and Approach (20 pts)
- Proposed Design, Implementation and Installation Plan (20 pts)
- Financial Offer and Sample Monthly Reporting Form (40 pts)

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

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

RFP ADM26-03 ATM CONCESSION

| Selection Criteria | SC-1 | SC-2 | SC-3 | SC-4 | SC-5 | TOTAL |
|--------------------------------|--|---|---------------------------------------|--|---|------------|
| | Firm's Exp., Background & Past Performance | Organization and Key Personnel Assigned to Oversee ATM Concession | Proposed Management Plan and Approach | Proposed Design, Implementation, and Installation Plan | Financial Offer and Sample Monthly Reporting Form | |
| Weighting Factor: | 1 | 1 | 1 | 1 | 1 | |
| Maximum Points Possible | 10 | 10 | 20 | 20 | 40 | 100 |
| FIRM: | | | | | | |
| BaumTech LLC | 9 | 10 | 18 | 20 | 39 | 96 |
| MobileMoney, Inc. | 9 | 8 | 18 | 19 | 40 | 94 |

| Firm | Proposed Transaction Fee | Points |
|---------------|--------------------------|--------|
| BaumTech, LLC | \$ 2.77 | 39 |
| Mobile Money | \$ 2.85 | 40 |

Based on the proposal review, Staff determined that BaumTech’s proposal provides the best value for the Authority. BaumTech demonstrated its qualifications, knowledge, and staffing plan tailored to oversee and manage the ATMs at the RPT.

The firm has been in business for over 18 years and operates a network of more than 700 ATMs in 37 states and has amassed a large network of ATM technicians, vault cash suppliers and other service providers throughout the United States. It has ATMs at a number of airports including New Orleans International Airport, Reno-Taho International Airport, Phoenix Gateway Airport and San Diego Airport.

DETAILS

Key components of the proposed Agreement are:

- Locations: One ATM in the Baggage Claim (Pre-Security)
One ATM in Holdroom 7 (Post-Security)
- Purpose: Installation, Management and Operation of two ATMs
- Term: Five years
- Options: Two, One-Year extension options
- Rent: \$2.77 per Transaction Fee
- Others: BaumTech is responsible for the operation, maintenance, and daily cash restocking of each ATM.

REVENUE IMPACT

Based on the current ATM usage in the existing terminal, the proposed Agreement is anticipated to generate non-aviation revenue of approximately \$20,000.00 per year.

RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission that it approve the proposed Agreement with BaumTech for ATM services at the RPT and authorize the President to execute the same.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
FINANCE AND ADMINISTRATION COMMITTEE
APRIL 20, 2026**

COMMITTEE PENDING ITEMS

| | <u>Tentative Presentation</u> |
|--|--------------------------------------|
| 1. FY 2027 Budget Development - Continued | May 4 |
| 2. February 2026 Treasurer's Report | May 4 |
| 3. March 2026 Treasurer's Report | May 18 |
| 4. CMIA Quarterly Review | May 18 |
| 5. Approval of Change Order Request; Special Services; MGO | May 18 |

**AUTOMATED TELLER MACHINE
CONCESSION AGREEMENT**

FOR

HOLLYWOOD BURBANK AIRPORT

BETWEEN

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

AND

BAUMTECH, LLC

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: | | |
| Authority: | <p>Burbank-Glendale-Pasadena Airport Authority</p> <p><i>before RPT Opening Date</i> 2627 N. Hollywood Way Burbank, CA 91505</p> <p><i>after RPT Opening Date</i> 2827 N. Hollywood Way Burbank, CA 91505</p> | |
| Concessionaire: | <p>BaumTech, LLC</p> <p>6565 St. Claude Ave. Arabi, LA 70032</p> | |
| ATM Locations | As depicted in Exhibit A | Exhibit A |
| Expiration Date: | Initial Expiration Date shall be the fifth anniversary of RPT Opening Date; provided that upon the Executive Director's approval of Concessionaire's request, the term of Concession Period may be extended twice, each for a one-year period. | 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 During Concession Period: | \$2.77 per ATM Transaction (subject to adjustments as described in the Agreement) | Section 5.2 |
| Base Fee Due Date: | In arrears, on the fifteenth of each month. | Section 5.2 |
| Due date for monthly Base Fee report: | The fifteenth of each month, for the prior calendar month | Section 5.2; Section 5.4 |
| Payment Method: | Automated Clearing House (ACH) or Electronic Fund Transfer (EFT) or other method designated by the Authority | Section 5.5 |
| Performance Guarantee: | \$5,000 | Section 6.2 |
| Initial Installation Deadline: | 60 days before the RPT Opening Date. | Article 1, Section 10.3 |

| | | |
|---------------------------|--|--------------|
| Activation Delay Damages: | If Concessionaire fails to have the two ATMs fully installed and operational by RPT Opening Date, \$200 per day | Section 10.6 |
| Exhibits: | <ul style="list-style-type: none"> A – ATM LOCATIONS AND ANCILLARY LOCATIONS B – AUTHORITY RFP NO. ADM26-03 C – CONCESSIONAIRE PROPOSAL D – FEDERAL REQUIREMENTS | |

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AUTOMATED TELLER MACHINE CONCESSION AGREEMENT

THIS AUTOMATED TELLER MACHINE CONCESSION AGREEMENT (“Agreement”) is dated _____, 2026 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and BaumTech, LLC a Louisiana Limited Liability Company.

R E C I T A L S

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. Concessionaire is in the business of managing and operating automated teller machines (“ATMs”) and desires to install and operate ATMs at the Airport.

E. The Authority desires to grant Concessionaire the right to install, manage and operate ATMs at designated RPT 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 10.6(b). |
| Additional ATM Location | As defined in Section 15.1. |
| Additional Fees | Any amount owed to the Authority pursuant to this Agreement, other than Base Fee. |
| Airport | Hollywood Burbank Airport (officially known as Bob Hope Airport). |
| Airport Manager | Person engaged by the Authority to function as the manager of the Airport. As of the execution of this Agreement, the Airport Manager is TBI Airport Management, Inc., a Delaware corporation. |

| | |
|-------------------------------|--|
| Airport Representative | An officer, employee, contractor, or consultant of the Authority or the Airport Manager acting in a professional capacity. |
| Airport Rules and Regulations | July 1, 2023 Airport Rules and Regulations (including any revisions), or 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. |
| Alterations | As defined in Section 17.1. |
| Ancillary Installation | Any equipment, hardware, structure, wiring or other installation placed by Concessionaire at an Ancillary Location to support the operation of the ATM Concession. |
| Ancillary Location | A location at the Airport where Concessionaire has a revocable license to install an Ancillary Installation as specified in Exhibit A. |
| ATM | A machine, commonly known as an “automated teller machine,” with a user interface, that enables customers to perform financial transactions, such as account balance inquiries and cash withdrawals. |
| ATM Concession | Collectively, all parts and elements (including software and hardware) of Concessionaire’s enterprise to manage, operate and maintain ATMs at the Airport pursuant to this Agreement. |
| ATM Installation | Any equipment, hardware, structure, wiring or other installation placed by Concessionaire at an ATM Location to enable ATM operation. |
| ATM Location | A location at the Airport where Concessionaire has a revocable license to install an ATM as specified in Exhibit A. |
| ATM Transaction | Each completed transaction using Concessionaire’s ATMs at the Airport (such as cash withdrawals, fund transfers). |
| 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. |
| 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 | BaumTech, LLC |
| 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 | As defined in Section 17.1. |
| Default Event | As defined in Section 12.1. |
| 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 fifth anniversary of RPT Opening Date; subject to extensions pursuant to Section 2.3. |
| FAA | Federal Aviation Administration. |
| Federal Requirements | The federal requirements set forth in Exhibit D, which requirements are applicable to contracts not funded by an Airport Improvement Program grant from the FAA. |
| Fiscal Year | July 1 through June 30. |
| Initial Installation Deadline | 60 days before the RPT Opening Date. |
| Initial Installations | As specified in Section 10.3(a). |
| Installation Plan | Concessionaire’s plan to make installations at the ATM Locations and the Ancillary Locations, as approved by the Authority. |
| Monthly Concession Fee Report | The monthly report due pursuant to Section 5.2(b). |
| Notice for Additional Location | As defined in Section 15.1. |
| Notice to Proceed | The written notice to Concessionaire by which the Authority allows Concessionaire to commence work on an ATM Installation or an Ancillary Installation. |
| Performance Guarantee | As defined in Article 6. |
| Pre-Concession Period | As defined in Section 2.2. |
| Proposal | Concessionaire’s February 5, 2026 proposal in response to the RFP, set forth in Exhibit C. |

| | |
|----------------------------|---|
| Removable Fixtures | Trade fixtures or equipment installed by Concessionaire at an ATM 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. ADM26-03. |
| 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 ATM Concession. |
| Subcontractor | The counterparty to Concessionaire under a Subcontract. |
| Surcharge | Fee that Concessionaire charges ATM users for each ATM Transaction. |
| Sustainability Program | The Authority's program pertaining to environmental sustainability for operations at the Airport. |
| TSA | Transportation Security Administration. |
| Turnover Date | With respect to each ATM Location or Ancillary Location, the effective date of the Notice to Proceed allowing Concessionaire to commence construction and installation of the related ATM 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; Extensions. The initial Expiration Date shall be the fifth anniversary of the RPT Opening Date. Upon the Executive Director's approval of Concessionaire's request (such request to be at least 90 days before the then-scheduled Expiration Date), the Concessionaire may be extended twice, each for a one-year period.

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 make installations at the ATM Locations and the Ancillary Locations to enable operation of ATMs during the Concession Period.

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

(a) Concessionaire shall have the right to manage and operate ATMs at the ATM Locations.

(b) Concessionaire is granted a revocable license to use: (i) the ATM Locations for ATMs and the related ATM Installations, and (ii) the Ancillary Locations for the Ancillary Installations.

(c) Concessionaire shall have the rights of ingress to and egress from the ATM 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 at 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.

3.5 No Warranty by Authority.

(a) Concessionaire has conducted its own research and analysis to determine the feasibility of the ATM Concession at the Airport. 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 ATM 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 ATM Locations for the ATM Installations, or (ii) the fitness of the Ancillary

Locations for the Ancillary Installations. Concessionaire shall be responsible for determining the fitness and conditions of the ATM 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 ATM Locations or the Ancillary Locations, any improvements, any failure of any improvements to be in working order, any necessity of Concessionaire to repair or take corrective actions concerning the ATM 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 ATM LOCATIONS; ANCILLARY LOCATIONS

4.1 ATM Locations and Ancillary Locations.

(a) The ATM Locations and the Ancillary Locations shall consist of the Airport locations described and delineated in Exhibit A.

(b) The parties acknowledge that, as of the execution of this Agreement, Exhibit A identifies the conceptual locations of the ATM Locations and the Ancillary Locations, which are subject to change by mutual agreement during the development of the Installation Plan. To the extent appropriate, Exhibit A 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 ATM Location and each Ancillary Location may change from time to time. Upon approval of the Executive Director, Exhibit A 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 each ATM Location or each Ancillary Location as of the related Turnover Date.

(b) Concessionaire accepts that all ATM Locations and Ancillary Locations are made available in their "as is, where is, and with all faults" conditions for the ATM Concession without any Authority warranty.

4.3 Authority Access. Without limiting any other rights of the Authority as the property owner, Airport Representatives may access the ATM 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 installation, construction, 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 Amount. The Base Fee shall equal \$2.77 for each ATM Transaction for which Concessionaire imposes a Surcharge, subject to adjustment pursuant to subsection (c) below.

(b) Monthly Remittance and Report. No later than the fifteenth day of each month during the Concession Period, Concessionaire shall remit the Base Fee for the preceding calendar month, together with the related Monthly Concession Fee Report. The report shall be in the format required by the Authority, and shall include the following information for the related month:

(i) The categories of ATM Transactions available to users on the ATMs and the related Surcharge for each category.

(ii) For each day of such month, the total cash amount dispensed, the total number of ATM Transactions of each category (and the sum of such total), and the total

Surcharge collected for ATM Transactions of each category (and the sum of such Surcharge collected).

(iii) The Base Fee due.

(c) Base Fee Adjustment Following Surcharge Increase. Per Section 11.7, Concessionaire shall obtain the Authority's consent before making Surcharge changes. At the Executive Director's discretion, the Base Fee may be increased by an amount up to 30% of the Surcharge increase. For illustration, if the Surcharge is increased from \$3 per ATM Transaction to \$5 per ATM Transaction (and thus the difference is \$2), the Base Fee may be increased by \$0.6 (i.e., \$2 x 30%).

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) Services. If the Authority provides any services to Concessionaire (such as janitorial services), at Concessionaire's request (which the Authority is not obligated to provide), Concessionaire shall pay according to the Authority's invoice.

(c) 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 22.3 shall be due immediately upon written demand of the Authority.

(d) 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 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.

5.5 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 26.1, 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 fees, if a payment made by mail or delivery service is lost or not delivered to the Authority on time.

(c) 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 fees). The Authority shall not be required to maintain the Performance Guarantee in any separate account. Concessionaire shall not be entitled to any interest earnings on the Performance Guarantee while held by the Authority.

6.2 Amount; Delivery.

(a) The Performance Guarantee shall be \$5,000 subject to adjustment prescribed in subsection (b). Concessionaire shall deliver the Performance Guarantee (in the form of an electronic payment or a cashier's check to be cashed by the Authority), upon execution of this Agreement.

(b) Without limiting any other rights or remedies, if Concessionaire is late in paying any component of the 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.

6.3 Use. 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 the Concession Fee and other fees and charges; (ii) repair of damages to the ATM Locations, the Ancillary Locations or any other Airport facilities caused by a Concessionaire Agent; (iii) cleaning the ATM 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.

6.4 Replenishment. After any draw on the Performance Guarantee, Concessionaire shall, immediately upon the Authority's written demand, transmit the dollar amount necessary to restore the Performance Guarantee to the then-required amount.

6.5 Release. The Performance Guarantee or the remaining portion thereof shall be released to Concessionaire 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 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 the ATM Transactions and Surcharge. Concessionaire may withhold information about individual customers to the extent that disclosure is prohibited by law but Concessionaire shall inform the Authority about the withholding of such information and a reasonable explanation for the legal basis.

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.

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 ATM Concession. 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 ATM Concession 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 ATM Concession 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) 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, shall be produced or otherwise made accessible to Airport Representatives within 10 business days, for inspection, audit, or copying.

(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 any matter relevant to this Agreement, the Authority shall be entitled to collect as an Additional Fee an amount equal to 5% of the Base Fee for the period in question.

(c) The Authority may require Concessionaire to reconstruct, at Concessionaire's sole expense, all records for the determination of Base Fee 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 number of ATM Transactions 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.

(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 installation, operation and management of Concessionaire's ATM Concession at the Airport. 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 ATM Installations and related Ancillary Installations for the ATM Concession, and manage and operate the ATM Concession in accordance with this Agreement.

(b) Concessionaire shall use the ATM Locations for ATM operations and the Ancillary Locations for installations that support the successful and efficient operation of the ATMs.

(c) Subject to the requirements set forth below, Concessionaire may retain qualified Subcontractors for any work under this Agreement. Armored transport companies and security service companies retained by Concessionaire to transport and handle cash to and from the ATM are Subcontractors for the purpose of this Agreement.

(i) Upon the Authority's request at any time, Concessionaire shall within three business days furnish the Authority an up-to-date list of Subcontractors then engaged by Concessionaire to work on any part of the ATM Concession, and shall provide such other information about the Subcontractors and the related Subcontract as the Authority may reasonably request.

(ii) Each Subcontract shall include indemnification language specified in Section 19.2.

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

(iv) 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.

(v) 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.

(d) Subject to Section 11.15, visiting service personnel and product deliveries shall be permitted to park or unload in areas designated for temporary vendor parking or unloading, or at other locations as may from time-to-time be designated by the Authority.

9.3 Limitations. Concessionaire shall not:

(a) Use the ATM Locations or the Ancillary Locations for any purpose other than the ATM Concession.

(b) Allow any condition on or conduct at the ATM 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, heating-ventilation-air conditioning system, electrical or other power systems, 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 ATM 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 ATM 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.

9.4 Cooperation.

(a) Concessionaire acknowledges that the Authority may pursue Airport development, improvements, and maintenance activities from time to time that may affect the ATM 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.

(b) 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 and install the ATM 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 ATM Installations and the Ancillary Installations to the Authority for review according to the schedule set forth in the 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) 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) During the period between the Turnover Date and the Initial Installation Deadline, Concessionaire shall diligently complete the installations at each ATM Location and Ancillary Location (collectively, “Initial Installations”). Concessionaire shall not commence work at an ATM 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 17.

(d) Concessionaire, at its sole expense, shall 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 shall restore the damaged facilities to substantially the same or better condition as they were before the damage.

10.4 Testing and Inspections

(a) Concessionaire shall, at its sole expense, conduct surveys, tests, and inspections as Concessionaire considers reasonably necessary or desirable in connection with the Initial Installations, to ensure that the ATMs are operational by the Initial Installation Deadline. 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. Within 30 days of completion of the Initial Installations, Concessionaire shall submit to the Authority final “as-installed” schematics and specifications, in the form required by the Authority. Record drawings shall be dated by the engineer or architect of record.

(b) 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 ATM 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.

(a) All installations for the ATM Concession shall be fully installed and operational by the RPT Opening Date.

(b) Concessionaire shall be liable for liquidated damages (“Activation Delay Damages”), in the amount \$200 each day that Concessionaire fails to have all installations for the ATM Concession be fully operational by the RPT Opening Date, until the post-RPT Opening Date

performance requirements under this Agreement are satisfied. The parties acknowledge that the Activation Delay Damages represent a reasonable estimate of the Authority's damages in the event of such failure. The Authority's acceptance of the Activation Delay Damages shall not prevent the Authority from exercising any other right or remedy for default available under this Agreement, at law, or in equity.

(c) 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).

(d) Notwithstanding any delay in the completion of any ATM Concession installation, the Concession Period shall begin and Concessionaire shall start paying the Concession Fee.

ARTICLE 11 OPERATIONS AND MAINTENANCE

11.1 Compliance with Law, Government Permits, and Approvals. Concessionaire shall implement the Installation Plan, and operate and maintain the ATM Concession (and every Concessionaire Agent shall perform their responsibilities) in a manner that complies with applicable laws. In such connection, Concessionaire shall be solely responsible for determining the applicable laws. Concessionaire, at its sole expense, shall obtain and maintain all related permits and licenses.

11.2 Principal Use of Airport. All of Concessionaire's business and operations at the Airport shall at all times be 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 Standard of Service. Concessionaire shall operate the ATM Concession with up-to-date technology, serving all Airport users in a fair and non-discriminatory manner, and shall maintain the highest degree of service based on industry standards for similar venues and in a manner acceptable to the Authority. Concessionaire shall fulfill the requirements set forth in the RFP and Proposal, and other provisions of this Agreement, at Concessionaire's sole expense.

11.4 Staffing; Manager.

(a) Concessionaire shall at all times retain a qualified, competent and experienced manager who shall manage and supervise the ATM Concession, 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. Notices to the manager shall constitute notice to Concessionaire. The manager shall generally be available to be contacted by the Authority during regular business hours. A qualified, competent, and experienced subordinate shall be in charge and available at all times during the manager's absence. Subject to Section 9.2(c), Concessionaire may enter into a Subcontract to retain a third-party to serve as the manager described in this subsection. Concessionaire shall provide the Authority the

name and relevant contact information before any 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 ATM Concession, including staff for regular and routine maintenance of the ATM 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 ATM Concession 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.

11.5 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.

11.6 ATM Specifications; Subsequent Modifications.

(a) Each ATM shall comply with the specifications and feature requirements of Exhibit C of the RFP.

(b) After initial installation, Concessionaire shall obtain the Authority's consent, which shall not be unreasonably withheld, before making any material modification to the ATMs (including the appearance of the machine, user interfaces, the available services, functions). Any modification that involves an Alteration shall be subject to Section 17.

11.7 Surcharge notifications; changes.

(a) Concessionaire shall inform ATM users of the Surcharge for each type of ATM Transaction, through visible and clear displays on the user interface. ATM users shall be given an opportunity to cancel the transaction upon being notified of the Surcharge. Concessionaire shall not charge any fee for a cancelled transaction.

(b) Concessionaire shall not modify the Surcharge without the Authority's consent. The Authority may condition the consent on a corresponding adjustment to the Base Fee under Section 5.2(c)

11.8 Branding; No Other Advertisement Without Consent. Each ATM shall be branded in Concessionaire's own name or, subject to the Authority's approval, the name of a reputable national or regional financial institution. Branding changes shall be subject to the Authority's approval. Concessionaire shall furnish such information as the Authority may reasonably request in connection with the approval review. Other than the approved branding, no advertisements shall be affixed to any ATM Installation or shown through the user interfaces without the Authority's consent.

11.9 Technology and Performance Reviews.

(a) Concessionaire shall make commercially reasonable investments to keep the ATM Concession services and its technology contemporary and competitive with current market trends.

(b) Concessionaire shall furnish the Authority with a biennial report, by November 1 of each applicable year (i.e., November 1 after the second anniversary and then the fourth anniversary of the RPT Opening Date) regarding the performance of the ATM Concession relative to prevailing market trends and standards. At the Authority's request, Concessionaire shall provide proposals to upgrade the ATM Concession components based on prevailing industry standards.

11.10 ATM Security Program.

(a) Concessionaire, at its own cost, shall develop and implement a security program to ensure the safe operation of the ATM Concession. The program shall: (i) comply with applicable laws; and (ii) be consistent with the Authority's overall security program for the Airport. The security program shall be subject the Authority's review and approval. Concessionaire shall submit its written security program to the Authority by the Initial Installation Deadline.

(b) Modifications to the security program shall be subject to the Authority's advance approval. Upon receipt of the Authority's instruction, Concessionaire shall amend the security program according to such instruction within 30 days or such shorter time period as the Authority may, in its sole discretion, require.

(c) Concessionaire acknowledges that the Authority is not obligated to furnish firefighting services and security services for any area of the Airport. The Airport's police and fire departments, in their judgement and sole discretion, determine their priorities and allocation of resources with regard to any operation. The Airport Terminal and other areas of the Airport are within the municipal service area of the City of Burbank.

11.11 Continuous Operation.

(a) Concessionaire shall continuously and uninterruptedly operate the ATM Concession. Each ATM shall be operational 24 hours per day, 365 (or 366, as applicable) days

per year, except for (i) reasonable interruptions caused by repairs and maintenance, and (ii) circumstances outside Concessionaire's control.

(b) If an ATM must be removed for service or repair, Concessionaire shall install a serviceable replacement for the duration of the removal. To the extent such installation involves any Alterations, Concessionaire shall comply with Section 17.

11.12 Maintenance, Repair, and Restoration.

(a) Concessionaire shall:

(i) Conduct all appropriate studies for each ATM 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 ATM Installation and Ancillary Installation in good working order and a neat and sanitary condition (including sanitization of any user interface) according to Authority standards.

(iii) Provide the Authority a written copy of Concessionaire's service and maintenance schedule of each ATM Installation and Ancillary Installation, and the type of services to be performed, and Concessionaire shall promptly notify the Authority of deviation of such schedule.

(iv) 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 ATM Concession software or hardware component.

(v) Use best efforts to resolve the problem as soon as practicable after becoming aware that there is an outage or malfunction of any ATM. In any event, upon receiving a report of an outage or malfunction, Concessionaire shall provide: (i) if appropriate, remote diagnostic and repair within 60 minutes, or (ii) on-site repair within 24 hours.

(vi) Promptly inform the Authority of any malfunction at an ATM 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.

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

(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.

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

(x) Comply with the requirements set forth in Exhibit A of the RFP, to the extent not listed above.

(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 ATM Locations, Ancillary Locations, or any other area of the Airport.

(iii) Permit any noxious or toxic fumes or odors, dust, or dirt at the ATM 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 that 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 ATM 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 ATM 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.

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

(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 11.17 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.

11.13 Utilities.

(a) The Authority shall pay for the electricity supplied to the ATM Locations and Ancillary Locations, to the extent that the use of the related electrical outlets is included in the Installation Plan or otherwise approved by the Authority.

(b) The Authority shall not be responsible to provide any data connections (whether wired or wireless) to any ATM Location or Ancillary Location.

(c) If Concessionaire requires utilities (including telecommunication or other data connection or transmission facilities) beyond those then-currently provided or that are available to be extended to an ATM 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 (including electricity).

(e) The Authority reserves the right to upgrade, extend, install, maintain, and repair all utilities and services at or across any ATM 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.

11.14 Emergency De-Activation.

(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 ATM or remove any ATM 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 provide the Authority, in writing, the recommended emergency protocols for the safe and efficient deactivation of each ATM, and the removal of ATM Installation and Ancillary Installation components. Concessionaire shall promptly provide the Authority updates to any change to the recommended protocols. Concessionaire acknowledges that the Authority shall not be bound by such protocols, 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 ATM Installations and

the Ancillary Installations, and for providing timely solutions to any system malfunction under this Agreement.

11.15 Smoking Restrictions. 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

11.16 Authority's Responsibility. 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. For clarification, 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.

11.17 Correction for Maintenance Failings.

(a) The Authority shall be the sole judge of the quality of Concessionaire's maintenance of the ATM 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 seven 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.

(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 DEFAULT EVENTS; REMEDIES

12.1 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 ATM Concession, 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 ATM 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.

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

(a) Revoke Concessionaire's license to use the ATM 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 16. In such event, the Authority shall be entitled to recover from Concessionaire all of the following:

(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 12.2(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.

(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 ATM 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 become due, even though Concessionaire has breached this Agreement and abandoned the use of the ATM Locations and the Ancillary Locations. In the event Concessionaire does not use the ATM 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 12.2(a), unless and until removed in accordance with Section 16.1, the Authority may take exclusive possession of all of Concessionaire's fixtures, furniture, equipment, improvements, additions, alterations and other personal property at the ATM 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 12.2(a)(2), the Base Fee shall be assumed to be 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.

12.3 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 for all of the following:

(1) 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.

(2) 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.

12.4 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.

12.5 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.

12.6 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.

12.7 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, with no further obligation or liability by the Authority.

ARTICLE 13 DAMAGE AND DESTRUCTION

13.1 Destruction Covered by Insurance. In the event of total or partial destruction, injury, damage or loss of the ATM 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 ATM 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).

13.2 Destruction Not Covered by Insurance. In the event an ATM 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 two 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 ATM 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 two 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 ATM 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).

13.3 Authority's Election to Terminate.

(a) If the ATM 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 ATM Concession will not be restored to the standards required under this Agreement within two 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 its election 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 five 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 two months after the date of destruction event), to restore the ATM 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 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.

13.4 Concessionaire's Election to Terminate. If the destruction is to such an extent that the cost of replacing the destroyed ATM Installations and Ancillary Installations exceeds 50% of the estimated replacement cost of all of the ATM Installations and the Ancillary Installations, which damage or destruction cannot be reasonably repaired or restored within two 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 election to terminate pursuant to this Section; provided that the termination date shall be at least 30 days from the date of such notice.

13.5 Procedure for Repair or Restoration. Within 30 days after the date on which Concessionaire is obligated to repair or restore an ATM 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.

13.6 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.

13.7 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 that is critical to the functioning of the ATM Concession to the standards required under this Agreement, the Authority may repair or restore the damage or give Concessionaire notice of the Authority's election to terminate this Agreement.

(c) 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.

13.8 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 ATM 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 14 CONDEMNATION

14.1 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.

14.2 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.

14.3 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 ATM Locations is totally or partially taken by condemnation, or (ii) the ATM Installations and the Ancillary Installations are totally or partially taken by condemnation.

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

(c) In case of a taking of ATM Locations or Ancillary Locations, the Authority does not make available replacement location(s) at the Airport that, in its judgement, would allow the ATM Concession to continue to operate at the level required under this Agreement without significant interruption.

14.4 Award. Awards and other payments on account of a taking of any portion of the ATM 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 ATM Locations and the Ancillary Locations under the license created by this Agreement (as evidenced by the plain wording of the related condemnation documents).

ARTICLE 15 ADDITION OR REMOVAL OR RELOCATION OF ATM LOCATIONS OR ANCILLARY LOCATIONS; TERMINATION FOR CONVENIENCE

15.1 Addition of ATM Locations. At any time, the Authority may determine to create additional ATM Locations (each an "Additional ATM Location") and give Concessionaire notice of such determination ("Notice for Additional Location"). The Authority and Concessionaire shall meet within 30 days of the Notice for Additional Location. Unless the Authority and Concessionaire agree to cancel the Additional ATM Location as the result of this meeting, Concessionaire shall, within 60 days of the Notice for Additional Location, submit a proposed Installation Plan for the Additional ATM Location. The parties shall proceed with the development of the new ATM 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.

15.2 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.

15.3 Authority Election to Relocate ATM Locations or Terminate Agreement. At any time the Authority determines that one or all of the ATM Locations should be eliminated because of Airport operation needs:

(a) The Authority shall give Concessionaire 60-day advance notification and offer relocation options.

(b) Concessionaire shall notify the Authority in writing of any rejection of such offer within 30 days of the Authority’s notice. The absence of a rejection notice within the 30-days shall be deemed acceptance (and Concessionaire’s license to the eliminated location for the ATM Concession shall end as of the date specified in the Authority’s notification).

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

(d) If Concessionaire rejects the relocation offer, or if the parties are unable to reach agreement regarding relocation cost (and if no related agreement is executed by the twentieth day before the proposed date of relocation, it shall be conclusive proof that the parties cannot reach agreement), the Authority may elect to terminate this Agreement.

(e) Each of the foregoing notification periods may be shortened, as reasonably determined by the Authority, if the elimination of the ATM Location is due to health and safety requirements or otherwise required by law.

(f) None of the foregoing shall impede Authority’s right to exercise remedies upon a Default Event. In case of a Default Event, Article 12 shall govern.

15.4 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 to 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 Base Fee shall be assumed to be 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).

(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 replace the services provided by the Concessionaire.

ARTICLE 16
REMOVAL OF PROPERTY UPON LICENSE TERMINATION; HOLDOVER;
OWNERSHIP OF CONCESSION IMPROVEMENTS

16.1 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, subject, however, to any valid lien that the Authority may have for unpaid fees, and subject the provisions of Section 16.4 regarding the removal of Concession Improvements.

(b) Concessionaire shall not abandon any of its property at the ATM 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.

16.2 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 ATM Locations or the Ancillary Locations. If Concessionaire, with the Authority’s written consent, continues its use of the ATM Locations and the Ancillary Locations after the end of the Concession Period, such use shall be deemed a month-to-month extension of the license 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.

(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 150% of the Base Fee in effect at the end of the Concession Period 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 owed 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 ATM 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.

16.3 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, continues its use of the Deleted Location, such use by Concessionaire shall be deemed a month-to-month extension of the license 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 Base Fee 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 follows. A "Monthly Holdover Base Fee" shall apply to the Deleted Location equal to 150% of

the Base Fee in effect immediately before the deletion of the location. 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 ATM 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 owed 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.

16.4 Ownership of Concession Improvements, Removable Fixtures; 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. Unless otherwise agreed in writing by the Authority, Concessionaire shall remove all Removable Fixtures prior to the expiration or termination of this Agreement. Any Removable Fixtures or other property of Concessionaire not removed by the deadline 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 ATM Location or Ancillary

Location, as applicable, 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 17

ALTERATIONS; CONCESSIONAIRE IMPROVEMENTS

17.1 Construction.

(a) Authority Consent; Tenant Request Form. Concessionaire shall not, without in each instance obtaining the Authority's prior consent (which consent may be granted or withheld in the Authority's sole and absolute discretion), construct, install or make any modifications, alterations, improvement, or additions ("Alterations") in, on or to any ATM Location or Ancillary Location. Concessionaire shall submit a written request of the proposed Alterations in the form required by the Authority, currently entitled the "Tenant Improvement Request." Upon request, the Authority shall promptly provide the then-current Tenant Improvement Request form. The Authority may change such standard form from time to time.

(b) Additional Conditions. Alterations approved by the Authority to be made by Concessionaire ("Concessionaire Improvements") shall be subject to conditions imposed by the Authority in its sole discretion. Such conditions may include requirements as to the contractor, time, manner, method, design and construction in which the Concessionaire Improvements shall be done.

(c) Concessionaire Responsible for Permits and Other Authorizations. No Concessionaire Improvements shall be undertaken until Concessionaire shall have procured and paid for all required permits, licenses, approvals and authorizations of all agencies having jurisdiction and the Authority's written consent to commence work. Prior to the commencement of any Concessionaire Improvements, Concessionaire shall comply with the Authority's instructions and requirements set forth in the Tenant Improvement Request. All plans shall be subject to the Authority's approval and, when required by the Airport Engineer, shall be prepared, stamped and signed by a State-licensed architect or engineer. Engineers shall be licensed for the particular discipline required.

(d) Diligence; Compliance with Law. All work done in connection with any Concessionaire Improvements shall be done at Concessionaire's sole expense and with reasonable diligence, in a good and workmanlike manner, and in compliance with applicable laws.

(e) Plans and Specifications. In order to expedite plan review and approval and to ensure that the proposed Concessionaire Improvements will be compatible with the Airport uses, Concessionaire first shall submit to the Authority for approval a schematic or conceptual plan. The Authority shall have the right to inspect and reject any work not done in accordance with the plans and specifications approved by the Authority, and Concessionaire shall immediately repair or remove such work. Within 30 days following the completion of any Concessionaire Improvements, Concessionaire shall furnish to the Authority a set of “as built” plans and specifications.

(f) No Effect on Agreement Term. Concessionaire’s construction or installation of Concessionaire Improvements shall not extend the term of this Agreement nor impede each party’s right to termination.

17.2 Authority’s Assumption of Concessionaire Improvements. If a Default Event by Concessionaire occurs before completion of work for a Concessionaire Improvement, the Authority shall have the right to assume the work 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 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.”

17.3 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 Concessionaire Improvements 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 ATM 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.

17.4 Payment. Concessionaire shall pay, when due, all claims for labor, materials, equipment and services furnished or alleged to have been furnished to or for Concessionaire at or for use in the ATM Locations, Ancillary Locations or any other areas of the Airport, which claims are or may be secured by any lien against the ATM Locations, Ancillary Locations or any other areas of the Airport. In the event any such lien is filed against the ATM Locations, Ancillary Locations or any other areas of the Airport in connection with Concessionaire Improvements, it shall be discharged by Concessionaire, at Concessionaire's expense, in accordance with Section 23. The Authority shall have the right to post such notices of nonresponsibility as are provided for in the mechanics' lien laws of the State.

ARTICLE 18 INSURANCE

18.1 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.

18.2 Commercial General Liability. Concessionaire shall maintain an occurrence form commercial general liability policy or policies, in the amount of coverage not less than \$1,000,000 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 ATM 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.

18.3 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 \$1,000,000 each accident.

18.4 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 - \$1,000,000 - each accident
- (b) Bodily injury by disease - \$1,000,000 - policy limit
- (c) Bodily injury by disease - \$1,000,000 - each employee

The employer's liability insurance shall not contain an occupational disease exclusion.

18.5 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.

18.6 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.

18.7 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.

18.8 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" 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.

18.9 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 ATM 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 ATM Installations and Ancillary Installations.

(3) Waiver of Subrogation Endorsement(s) shall be filed with the Authority prior to Concessionaire making ATM 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.

18.10 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 ATM Concession components, the ATM 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 19 INDEMNIFICATION; HOLD HARMLESS

19.1 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 ATM Concession, 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.

19.2 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. 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.

19.3 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 ATM 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 20 ENVIRONMENTAL PROTECTION

20.1 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 an ATM Installation or an Ancillary Installation or migrating or threatening to migrate to or from an ATM Installation or an Ancillary Installation, or the existence of a violation of Environmental Laws pertaining to an ATM 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 and 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.

20.2 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 an ATM Installation or an Ancillary Installation.

20.3 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.

20.4 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 an ATM 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.

20.5 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.

20.6 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 21 GENERAL PROHIBITION AGAINST ASSIGNMENT OR SUBLICENSE

21.1 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 ATM 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.

21.2 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 22 TAXES, ASSESSMENTS, AND CHARGES

22.1 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 ATM 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 revenues earned by Concessionaire, including, any income tax or excise tax levied by 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).

22.2 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).

22.3 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 23
DISCLAIMER OF LIENS**

23.1 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, an ATM Location, an Ancillary Location, or any Concessionaire Improvement, 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 ATM 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.

23.2 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. 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.

23.3 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.

23.4 Survival. Concessionaire’s obligations under this Section shall survive expiration or termination of this Agreement.

**ARTICLE 24
SUBORDINATION**

24.1 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.

24.2 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 ATM Locations and the Ancillary Locations for the remainder of the Concession Period, on the same provisions herein provided.

24.3 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 25 CONCESSIONAIRE REPRESENTATIONS AND WARRANTIES; ADDITIONAL COVENANTS

25.1 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.

25.2 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.

ARTICLE 26
GENERAL PROVISIONS

26.1 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 regular business hours or by e-mail before or during regular business

hours; (b) the business day after delivery, if delivered by e-mail after 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: John T. Hatanaka, Executive Director

Email: jhatanaka@bur.org

To Concessionaire: BaumTech, LLC
6565 St. Claude Ave.
Arabi, LA 70032

Attn: Richard Baomy

Email: rbaomy@baomygroup.com

26.2 Airport Rules and Regulations. Concessionaire and all Concessionaire Agents 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.

26.3 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.

26.4 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.

26.5 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,

26.6 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.

26.7 Time is of the Essence. Time is of the essence of this Agreement.

26.8 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. Without additional Authority Commission action, the Executive Director is also authorized to execute amendments to, and implementing operating memoranda for, this Agreement that do not have a negative financial impact on the Authority.

26.9 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 solely confers a revocable license to the ATM 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.

26.10 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.

26.11 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.

26.12 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.

26.13 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.

26.14 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 “regular business hours” means 8:00 AM to 5:00 PM California time. 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.

26.15 Exhibits.

(a) 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.

(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.

26.16 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.

26.17 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 27
SIGNATURES

27.1 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.

27.2 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.

27.3 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.

BaumTech, LLC

By: 

Print Name: Richard Baumy

Title: Manager

By: _____

Print Name: _____

Title: Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

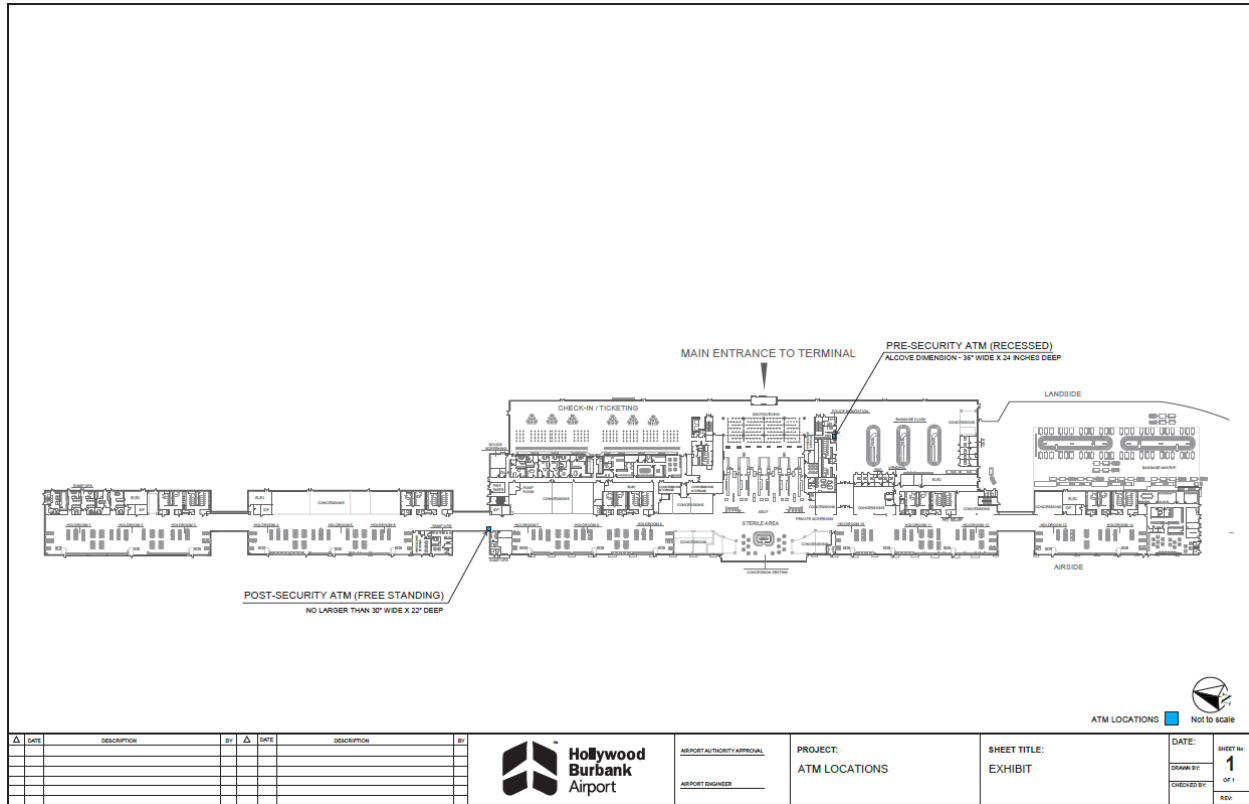
Burbank-Glendale-Pasadena Airport Authority

Jess A. Talamantes, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

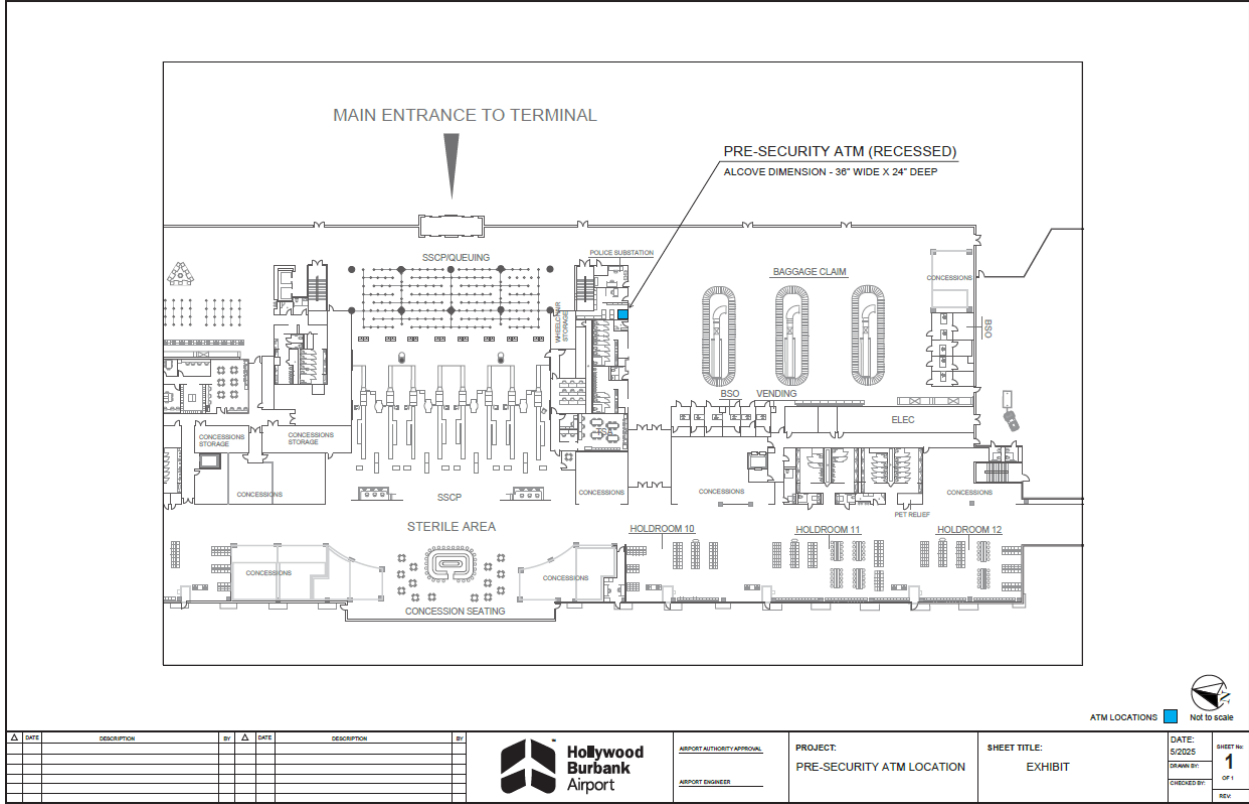
Exhibit A: ATM Installations and Locations & Ancillary Installation and Locations



| DATE | DESCRIPTION | BY | DATE | DESCRIPTION | BY |
|------|-------------|----|------|-------------|----|
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|--|---|---------------------------|-------------------------|----------------|-----------------------|
| | AIRPORT AUTHORITY APPROVAL _____ AIRPORT ENGINEER | PROJECT: ATM LOCATIONS | SHEET TITLE: EXHIBIT | DATE: _____ | SHEET NO: 1 |
| | _____ AIRPORT ENGINEER | _____ PROJECT ENGINEER | _____ CHECKED BY | _____ DATE | _____ OF |

Pre-Security ATM



Post-Security ATM

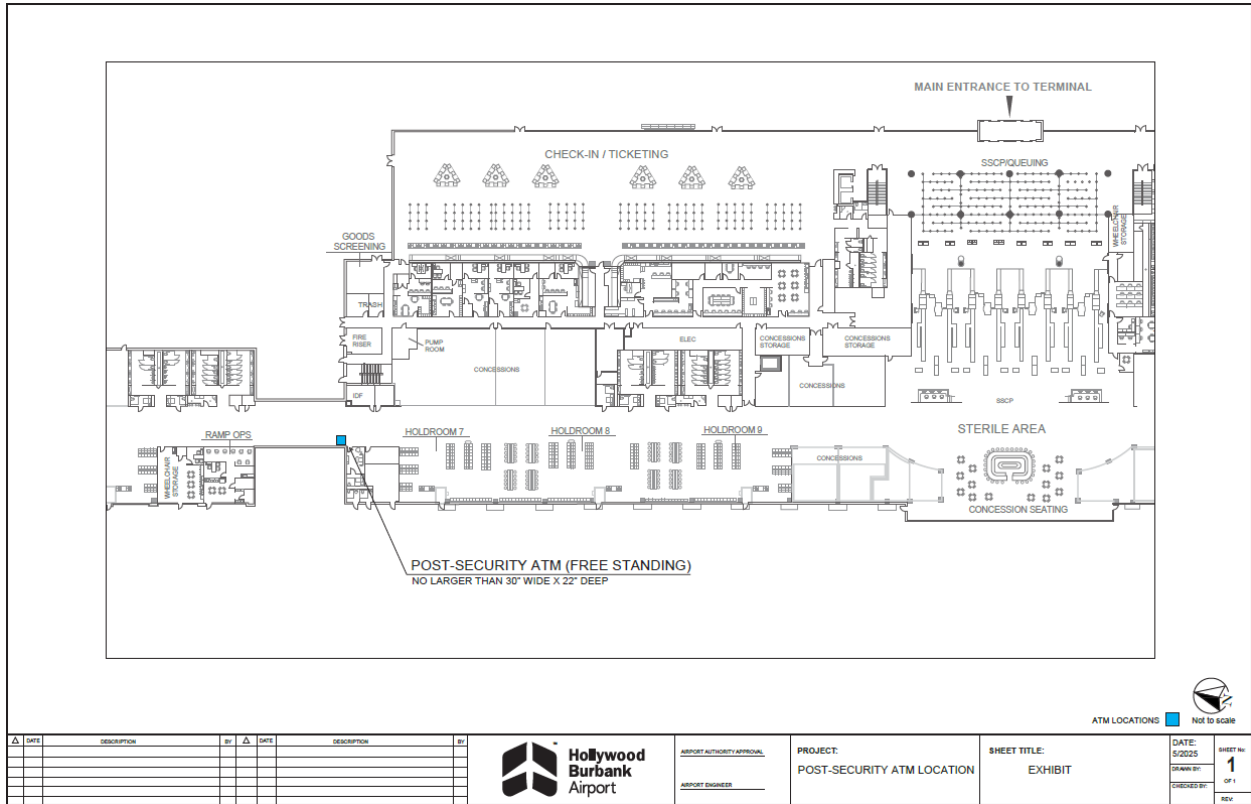


Exhibit B: Request for Proposal



RELEASE DATE: JANUARY 8, 2026

REQUEST FOR PROPOSALS (“RFP”)

The Burbank-Glendale-Pasadena Airport Authority is soliciting competitive proposals from qualified respondents to contract for:

**AUTOMATED TELLER MACHINE (“ATM”) CONCESSION
HOLLYWOOD BURBANK AIRPORT
RFP NO. ADM26-03**



Hollywood Burbank
Airport

Q&A DEADLINE: ALL QUESTIONS/REQUESTS FOR INTERPRETATION MUST BE RECEIVED BY JANUARY 22, 2026, AT 4:00 P.M. VIA PLANETBIDS.

PROPOSALS DUE: FEBRUARY 6, 2026, AT 5:00 P.M. VIA PLANETBIDS

PROPOSALS MUST REMAIN VALID FOR 120 DAYS FROM DUE DATE.

REQUEST FOR PROPSALS (“RFP”)

**AUTOMATED TELLER MACHINE (“ATM”) CONCESSION
HOLLYWOOD BURBANK AIRPORT
RFP NO. ADM26-03**

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 its personal knowledge. Respondent confirms that the signing party is an authorized representative of the entity submitting the proposal and has the individual authority to submit this proposal electronically on behalf of the entity and to bind the entity to all information set forth herein.

| | | |
|-----------------------|---------------------|-------|
| Date: _____ | 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.

REQUEST FOR PROPOSALS (“RFP”)

**AUTOMATED TELLER MACHINE (“ATM”) CONCESSION
HOLLYWOOD BURBANK AIRPORT
RFP NO. ADM26-03**



**Hollywood Burbank
Airport**

The Burbank-Glendale-Pasadena Airport Authority (“Authority”), owner and operator of the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“BUR”), is soliciting proposals from experienced and qualified firms to install, operate, maintain and manage two Automated Teller Machines (“ATM”) at the Replacement Passenger Terminal (“RPT”).

GENERAL BACKGROUND INFORMATION

BUR is a medium-sized hub airport, 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 30 nonstop services from ten commercial airlines: Southwest, Alaska, United, American, Delta, Frontier, Spirit, JetBlue, Allegiant and Breeze. BUR also has two on-site, fixed-base operators, Hollywood Burbank Jet Center 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 RPT. The selected Respondent (“Concessionaire”) will be required to work with the Authority and the DB Contractor to install ATM equipment in connection with the RPT. The Concessionaire will be responsible for ensuring that the ATMs are installed and operational on or before August 14, 2026, which is 60 days prior to the anticipated opening of the RPT. The RPT is in the design/construction process. Information regarding the status of the ongoing development of the RPT Project may be found here: <http://elevatebur.com>.

OBJECTIVE

The Authority’s objective is to obtain an ATM service provider to install, operate, and manage two ATMs at the RPT in the following locations: one ATM will be located Pre-Security in the Baggage Claim area and one ATM will be located Post-Security by Holdroom 7 as depicted in Exhibit B – ATM Locations and Ancillary Locations.

SCOPE OF SERVICES

The Concessionaire shall provide the Authority with a comprehensive and complete solution as detailed in Exhibit A – Scope of Services.

PROCUREMENT SCHEDULE

The anticipated schedule for this competitive selection process is listed below. The schedule is subject to change at the sole discretion of the Authority. Please check the PlanetBids website for the latest schedule.

| Procurement Phase Schedule | Date |
|--|------------------|
| RFP Issued by Authority | January 8, 2026 |
| Deadline for Submission of written questions or requests for clarification | January 22, 2026 |
| Proposals Due | February 6, 2026 |
| Notice of Intent to Award | March 2026 |
| Award Recommendation to Authority Finance Committee | April 6, 2026 |
| Award Recommendation to Authority Commission | April 20, 2026 |
| Service Commencement Date (60 days prior to Opening RPT) | August 14, 2026 |

QUESTIONS/REQUESTS FOR CLARIFICATIONS

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 January 22, 2026.

In accordance with Authority Commission Resolution No. 492, all communications during the procurement process shall be to the exclusive attention of Francisco Flores, 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 Exhibit 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. The proposal may not exceed 30 pages. The page count does not include the cover letter, cover page, the sample certificate of insurance, the table of contents, resumes, the sample agreement acknowledgment statement, nor section dividers.

Proposals not submitted in the manner described herein may be rejected as non-responsive. Each section of the proposal shall be organized and correlated with the following sections:

1. Cover Letter and Executive Summary – Not-to-exceed two 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. Legal name and physical business street address for headquarter offices, as well as the physical street address of servicing office, if not the same address as Respondent's headquarters office.
- c. Present a summary case for why Respondent would best serve as the Authority's ATM service provider. Respondent may include in this section any additional material it deems relevant or appropriate.
- d. Name, title and signature of person(s) authorized to legally bind the entity submitting the proposal.
- e. Potential Conflicts: Provide a brief statement as to whether Respondent and/or its team have any potential conflicts that may arise in the performance of the services requested in this RFP.

2. Qualifications and Experience

Respondent shall submit a detailed statement of its qualifications and background in providing ATM services at an airport as defined by the Federal Aviation Administration ("FAA") or at a public government facility. Statement shall include the following:

- a. Number of years in business under the business name set forth in the proposal and current number of employees.
- b. A brief description of the organization's history, capabilities, resources, structure, ownership, size and services provided.
- c. A comprehensive overview of the company's experience in successfully financing, managing, operating and maintaining ATM services at an Airport of similar size or at a public government facility.
- d. A demonstration of Respondent's significant, in-depth knowledge, past performance and experience relating to the services required, as outlined in Exhibit A - Scope of Services.

3. References

Respondent shall demonstrate a minimum of five years of continuous experience within the last eight years in the operation and management of an ATM concession at an airport of similar size or at a public government facility.

Respondent shall provide a list of two references which demonstrate verifiable experience, specifically:

- a. References must be from airports or public government facilities where Respondent provided such services within the last five years. Do not provide less or more than two references.
- b. Specify the performance period for each of the references' contracts. Provide contact information for each of the references, including the name of agency/company, street address, contact name, title/position, email address, and phone number from each reference company/agency who can confirm Respondent's experience. The preferred point of contact is a representative who provided direct oversight and/or supervision of the contracted services.

The Authority's inability to reach a reference because of inaccurate contact information shall be cause for the proposal to be rejected as non-responsive.

4. Organization and Key Personnel Assigned to Oversee ATM Contract

Respondent shall provide an organization chart showing:

- a. All names, titles, contact information and brief background of the anticipated individuals who will be assigned to the contract.
- b. Role each individual will play in the provision of the contract.
- c. Escalation contact matrix.
- d. On-call Service Manager.

5. Proposed Management Plan and Approach

Describe the services and activities that your company proposes to provide to the Authority.

Include the following information:

- a. Describe the proposed approach to satisfy the services and requirements as described in Exhibit A - Scope of Services. Include information on the overall service tasks to demonstrate your understanding of the Authority's ATM service needs and assignment of work within Respondent's work team.
- b. Describe any other asset, expertise, experience, data or technology that provides your firm with a competitive edge or advantage. If you believe that your 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.

6. Design, Installation and Implementation

Respondent shall provide information that clearly identifies the design, make, model and

specifications of the proposed ATM and ensures that it complies with the specifications listed in Exhibit B and C.

Respondent shall provide all implementation and logistic plans to ensure that the ATMs are installed and fully operational on or before August 14, 2026. Respondent shall ensure that the requirements set forth in Section 2 and 3 of Exhibit A – Scope of Services are incorporated in the timeline.

7. Proposed Financial Offer and Sample Monthly Reporting Form

Respondent shall submit a proposed per Transaction Fee (no less than \$2.50 per transaction per ATM) payable to the Authority.

Respondent shall submit a proposed Surcharge Fee (no more than \$5.00 per transaction per ATM).

Respondent shall provide a sample Monthly Reporting Form containing, but not limited to the following information for each ATM location:

- a) All transaction types
- b) Date of transaction
- c) Amount dispensed
- d) Surcharge fees collected on a daily basis
- e) Number of transactions on a daily basis
- f) Total number of transactions on a monthly basis
- g) Total amount due to the Authority

8. Concession Agreement Acknowledgement Statement

A sample Automated Teller Machine Concession Agreement (“CA”) is set forth as Exhibit D. **Respondent must include in its proposal a sample agreement acknowledgment statement indicating either: (i) Respondent will execute the sample agreement as presented; or (ii) Respondent objects to language in the sample agreement. If Respondent objects to any language contained in the sample agreement, then Respondent must identify the contested contract language and shall submit 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. The Authority reserves the right to alter the sample agreement after selection of a firm with notice to the proposed awardee.

9. Insurance

Respondent shall provide a sample certificate of insurance which accurately represents and verifies that the required insurance coverage will be met. The requirements are listed in Article 18 of CA.

SELECTION CRITERIA

Proposals will be evaluated/scored using the following Selection Criteria and based on the information contained in a complete proposal:

| Evaluation Criteria | Max Score |
|--|-----------|
| SC-1 Experience, Background, and Past Performance | 10 |
| SC-2 Organization and Key Personnel Assigned to Oversee ATM Concession | 10 |
| SC-3 Proposed Management Plan and Approach | 20 |
| SC-4 Proposed Design, Implementation, and Installation Plan | 20 |
| SC-4 Financial Offer and Sample Monthly Reporting Form | 40 |
| Selection Criteria Total | 100 |

SC-1 Respondent’s Experience, Background, Qualification and Past Performance

- 1) Respondent has provided documentation confirming that the Respondent has been in the business of providing ATM services at an airport of similar size or public government facility for a minimum of five years within the last eight years.
- 2) Respondent has provided documentation of its organization’s history, structure, size, resources and capabilities of providing ATM services.
- 3) Respondent has provided documentation and demonstrated its capability and credentials to successfully perform all tasks as described in Exhibit A – Scope of Services.
- 4) Respondent has provided a minimum of two references, which are from either airports or other government agencies where Respondent acted as the responsible entity for providing ATM services. Such services include the design, installation, implementation and management of the ATMs.

SC-2 Organization and Key Personnel Assigned to Oversee ATM Contract

- 1) Respondent has provided an organization chart outlining and identifying the project team’s personnel along with their professional background and qualifications.
- 2) Respondent has provided an escalation contact matrix.

SC-3 Proposed Management Plan and Approach

- 1) Respondent has demonstrated an adequate strategic plan to achieve the desired scope of services as described in Exhibit A and Exhibit D.
- 2) Respondent has provided a complete overview of the tasks involved to satisfy the Authority’s

ATM service needs and how work will be assigned within the Respondent's team.

SC-4 Proposed Design, Implementation and Installation Plan

- 1) Respondent has demonstrated a clear implementation plan with deadlines that meet the RPT's construction and opening schedule.
- 2) Respondent has provided information pertaining to the make, model and size of the ATMs.
- 3) Respondent has demonstrated that the ATMs meet the requirements set forth in Exhibit C.
- 4) Respondent has provided a timeline that ensures that the ATMs will be fully functional and operational on or before August 14, 2026.

SC-5 Financial Offer and Sample Monthly Reporting Form

- 1) Respondent has offered a competitive per Transaction Fee (no less than \$ 2.50 per transaction per ATM) payable to the Authority.
- 2) Respondent has provided a sample monthly Reporting Form that it proposes to submit to the Authority in accordance with Article 5.5 and Article 7 of the CA.

The Authority may contact recent clients and references for information and verification of experience and past performance, and Respondent expressly consents, releases from all liability, and holds the Authority harmless in all regards, with respect to the Authority making such contacts. The Authority may obtain background information from other sources, such as Dunn and Bradstreet.

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 shall award a CA to one Respondent for a five-year performance term, with two, one year extension options, exercisable at the sole discretion of the Authority's Executive Director or designated designee. 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 recommendations of the evaluation panel and the Finance and Administration Committee. 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.

PUBLIC RECORD

By submitting a proposal, each Respondent understands and agrees that the Authority is subject

to the California Public Records Act, which provides that proposals submitted to public agencies are disclosable public records once a contract award has been agendized for consideration at a public meeting. Proposals shall not contain trade secrets.

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 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 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 120 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 contract, nor a promise or an authorization to purchase required resources, nor does it require commencement of any order or project.

REQUIRED DOCUMENTS

All proposals must include complete information as required in Proposal Contents, Sections 1 - 9 to be considered for evaluation.

Failure to submit information in accordance with the RFP requirements shall be cause for rejection of the proposal.

ADDENDA AND NOTICES

It shall be the 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 5:00 p.m. on February 6, 2026. Late, emailed, faxed, or hand delivered submissions will not be accepted.

Proposals shall be addressed to:

Burbank-Glendale-Pasadena Airport Authority
Attention: Francisco Flores, Sr. Procurement Specialist
Ref: RFP ADM26-03 ATM Concession
2627 N. Hollywood Way
Burbank, CA 91505
Phone: 818.333.6056
E-mail: fflores@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.

Respondent will receive a 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: Scope of Services
- Exhibit B: ATM Locations and Ancillary Locations
- Exhibit C: ATM Specifications and Features
- Exhibit D: Sample Automated Teller Machine Concession Agreement

Exhibit C: Concessionaire's Proposal in Response To RFP



BAUMTECH

Request for Proposal (RFP)

AUTOMATED TELLER MACHINE (“ATM”) CONCESSION HOLLYWOOD BURBANK AIRPORT RFP NO. ADM26-03



Presented by:

BaumTech, LLC

6565 St. Claude Ave.

Arabi, LA 70032

RFP NO. ADM26-03

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REQUEST FOR PROPSALS ("RFP")

**AUTOMATED TELLER MACHINE ("ATM") CONCESSION
HOLLYWOOD BURBANK AIRPORT
RFP NO. ADM26-03**

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| | | |
|---|-----------------------------|-------|
| Date: 2/5/2026 DocuSigned by: | Company Name: BaumTech, LLC | |
| <i>Richard Baomy</i> 27640090462468... | Richard Baomy | CEO |
| *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.

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REQUEST FOR PROPOSALS ("RFP")

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Cover Letter



BaumTech, LLC
Richard Baomy
rbaomy@baumtechatm.com
504-578-0156
6565 St. Claude Ave.
Arabi, LA 73002

Emergency Number: 888-314-ATMS
Support Email:
service@baumtechatm.com

Burbank-Glendale-Pasadena Airport Authority
Attention: Francisco Flores, Sr. Procurement Specialist
Ref: RFP ADM26-03 ATM Concession
2627 N. Hollywood Way
Burbank, CA 91505
Phone: 818.333.6056
E-mail: fflores@bur.org

Dear Mr. Francisco Flores,

BaumTech, LLC is excited about the opportunity to submit information regarding the Request for Proposal for Installation, Operation, Maintenance, and Management of ATM Services at Bob Hope Airport (BUR). We are delighted to contribute to the services provided to residents and visitors of California.

Our comprehensive response and all requested material, including all relevant paperwork, are included in the accompanying proposal. And at such time BaumTech, and its team members do not have any potential conflicts that would arise in the performance of the services requested in this RFP.

We look forward to establishing a long-term, mutually beneficial relationship with Bob Hope Airport and the Burbank-Glendale-Pasadena Airport Authority. If you require any additional information or have any queries about our qualifications, please contact me personally by phone or email.

Thank you for your consideration.

Richard Baomy

DocuSigned by:


Chief Executive Officer
rbaomy@baumtechatm.com
504-578-0156

RFP NO. ADM26-03

Executive Summary

BaumTech, LLC has been in business since 2008. We started servicing airports' needs in 2019 with the addition of 8 ATMs for the New Orleans Airport. Since, we have expanded across the country, providing ATM and Reverse ATM (Cash to Card Kiosks) services. We have extensive expertise working with airports and high-profile transit clients. We operate ATMs at, as mentioned previously, the New Orleans International Airport, San Diego Regional Airport, Reno Tahoe International Airport, Jacksonville International Airport, Pensacola Airport, Phoenix Gateway Airport, McAllen Airport, Rapid City Airport, and the Nashville Mass Transit Authority.

BaumTech operates a network of more than 700 ATMs in 37 states including corporate clients such as Hilton, Marriott, TPG, HRI, and many more. We also operate in hospitals including, MD Anderson Cancer Center in Houston, and more throughout the New Orleans and Louisiana area. We also provide services to government building such as convention centers, entertainment centers, and city halls as well as banks and credit unions.

We will provide Bob Hope Airport with unparalleled ATM service and uptime.

Qualifications and Experience

Why Choose Us

BaumTech was founded in 2008 and coming up on our 18th year in business. BaumTech started with 1 employee and is now operating with nine employees and many more contractors and associates.

BaumTech is uniquely positioned to be your preferred vendor for ATM solutions, backed by 18 years in business and over 60 years of combined experience in the ATM industry. Our clients trust us with providing the best experience to their customers, guests, and travellers. Over the years BaumTech has amassed a large network of ATM technicians, vault cash suppliers, and other servicers throughout the 37 states we currently operate. On our ATM fleet across the country, we provide service, repair, and maintenance, 24/7 monitoring and vault cash services.

We bring extensive expertise in federally regulated environments, including significant experience in transportation and high-profile venues like airports. We have more than five years of expertise working in federally regulated environments and are well-versed in TSA badging standards and procedures. BaumTech has also worked in ground transportation centers for over five years. Prior to that, our primary focus was hospitality and healthcare, which we still have a significant presence.

By choosing BaumTech, you'll benefit from competitive revenue splits, dedicated 24/7 support, and a partner that truly goes the extra mile to guarantee your satisfaction.

We look forward to delivering top-notch services that ensure smooth operations for your organization.

RFP NO. ADM26-03

Airport Experience

| Airport | # of ATMs | Contract Term | 2024 Passengers |
|------------------------------------|-----------|---------------------|-----------------|
| New Orleans International Airport | 8 | Nov 2019 – Oct 2026 | ~13.2 million |
| Jacksonville International Airport | 3 | Apr 2022 – Apr 2026 | ~7.6 million |
| San Diego International Airport | 15 | Sep 2021 – Aug 2026 | ~24.2 million |
| Phoenix–Mesa Gateway Airport | 2 | Dec 2023 – Nov 2026 | ~1.9 million |
| Reno–Tahoe International Airport | 5 | Sep 2022 – Aug 2027 | ~4.9 million |

Objectives

To align with the Airport's objectives, our company, BaumTech, is the perfect fit. We take great pride in providing exceptional service to our customers and end-users, ensuring a 99% uptime on our ATMs.

BaumTech’s experience partnering with Financial Institutions at other major airports to brand ATMs has proven highly successful. This not only enhances trust in our ATMs but also elevates the image of the airport itself. By choosing BaumTech as your ATM concession partner, the Airport can be assured of meeting its objectives of providing top-notch service and enhancing its public image.

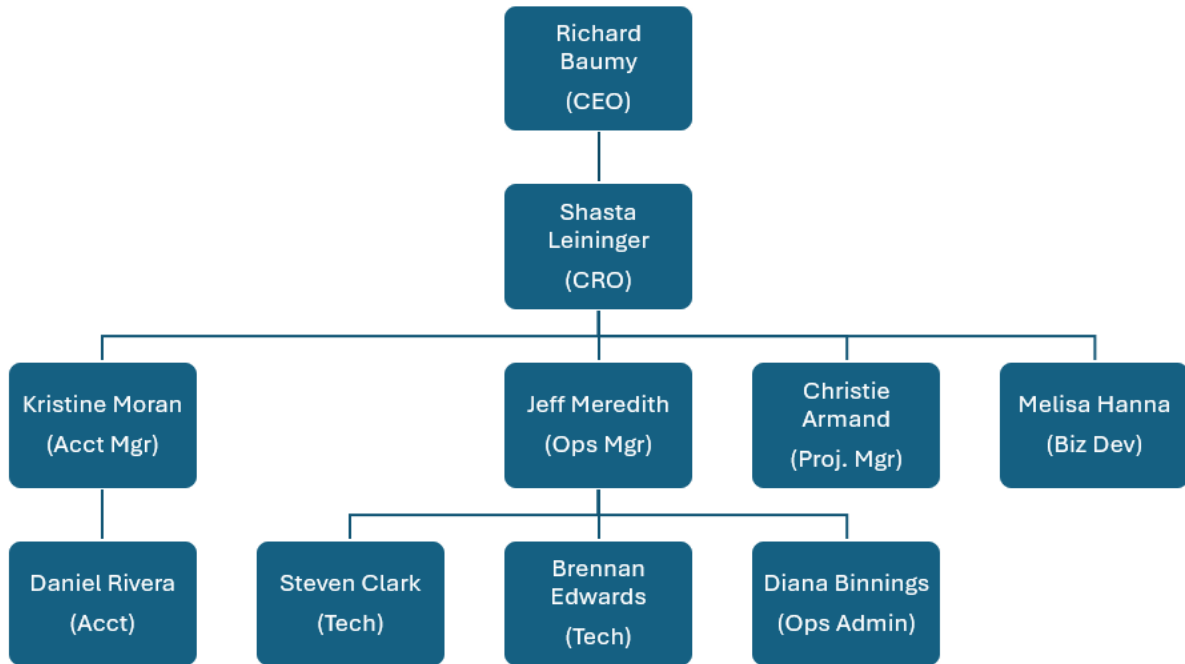
References

| Airport | Address | Contact Information |
|-----------------------------------|---|--|
| New Orleans International Airport | 900 Airline Dr. Kenner, LA 70062 | Name Jasmine James |
| | | Title Concessions Supervisor |
| | | Phone 504.389.0645 |
| | | Email jazminej@flymsy.com |
| San Diego Regional Airport | 3225 N. Harbor Dr. San Diego, CA 92101 | Name Mario Donato |
| | | Title Associate Asset Manager |
| | | Phone 619.400.2236 |
| | | Email mdonato@san.org |

RFP NO. ADM26-03

Organization and Key Personnel

Organization Chart



Key Personnel

Richard Baomy
 Chief Executive Officer/Owner
 504.578.0156
rbaomy@baumygroup.com

Richard will oversee the contract and make sure all items are being accounted for and service levels meet the needs of the Authority.

Jeffrey Meredith
 Operations Manger
 504.293.7437
jmeredith@baumygroup.com

After installation Jeff will monitor and maintain the equipment, resolving hardware or software failures.

Christie Armand
 Project Manager
 504.294.4275
carmand@baumygroup.com

Christie will be assigned as your project manager. She will be in contact with the appropriate team members to coordinate everything from shipping to installation

Shasta Leininger
 Chief Revenue Officer
 504.946.9844
sleininger@baumygroup.com

Shasta will be your main point of contact for this contract. She will be available to answer any questions, comments or concerns the Authority may have.

Kristine Moran
 Accounting Manager
 504.946.7078
kmoran@baumygroup.com

Kristine will be your contact for any billing concerns, including setting up ACH and statements.

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Escalation Contact Matrix

Primary Service Contact (Level 1 – First Response)

Service Number: 504-224-9183

Availability: 24/7 (Direct line monitored at all times)

Responsibility:

- First-level troubleshooting
- Resolves the majority of issues
- Determines if escalation is required

This is the required first point of contact for all service issues.

Secondary Escalation (Level 2 – Management Review)

Contact: Jeff Meredith

Phone: 504-293-7437

When Used:

- Issue not resolved at Level 1
- Requires higher-level troubleshooting
- Authority requests elevated support

Jeff determines the technical or operational next steps if Level 1 cannot resolve the issue.

Critical Escalation (Level 3 – Executive Support)

Contact: Shasta Leininger

Phone: 504-946-9844

When Used:

- Critical system outage
- Emergency situation
- Significant operational impact

Shasta is available for urgent matters requiring executive-level intervention.

Level 4 – Owner Escalation (Final Step)

Contact: Richard Baumy

When Used:

- Critical issue remains unresolved
 - Major contractual or operational impact
 - Executive-level resolution required
-

Escalation Flow

1. Call 504-224-9183 (24/7 Service Line)
2. If unresolved → Escalate to Jeff Meredith
3. If critical → Contact Shasta Leininger
4. Unresolved Critical Issue → Contact Richard Baumy

Throughout this process the On-call Service Manager will be Jeffrey Meredith.

RFP NO. ADM26-03

Proposed Management Plan and Approach

Unique attributes that differentiate BaumTech's Services

1. BaumTech ATM's ability to leverage our real-time, two-way Remote Monitoring Software to immediately reduce error conditions to maximize uptime and assist clients who need to phone in.
2. Utilization of our Cash Loading Forecast software to carefully control and orchestrate cash loads. Cash loading is performed when the cash reserves hit a predetermined level, instead of on a predetermined day, which prevents downtime. When the predetermined level is reached our team dispatches our local provider, who will be there within two hours.
3. Cellular communication in which BaumTech is not required to connect to a local network. On a VPN, the cellular connection is encrypted, giving the highest level of cyber security.
4. The GenMega ATMs will come equipped with the new EMV card reader that supports EMV Chip technology and meets all smart card reader compliance requirements.
5. NFC is available readers come standard on our GenMega ATMs, providing for better security at the ATM and a more seamless transaction for you travellers.
6. Our ATMs have toppers that can display airport information if the Authority desires.
7. BaumTech only uses new ATMs for Airports. The machine and all parts are under warranty for 2 years.
8. BaumTech's experience partnering with Financial Institutions at other major airports to brand ATMs has proven highly successful. This not only enhances trust in our ATMs but also elevates the image of the airport itself. By choosing BaumTech as your ATM concession partner, the Airport can be assured of meeting its objectives of providing top-notch service and enhancing its public image.

Maintenance Plan

The Bob Hope Airport and its customers will be able to contact the BaumTech office 24 hours a day, seven days a week, with any queries or issues. BaumTech has held its ATMs and contracts to the highest standards, with a 99.9% uptime on all machines across the country. BaumTech uses a Remote Monitoring System with 2-way communication, which allows us to not only diagnose but also fix many issues remotely. Our office can install software updates and patches on the fly, saving hours of downtime every year.

After installation, our ATMs are typically replenished on a weekly or on an as needed basis. During each replenishment, our technicians perform preventative maintenance to make sure the machines are in working order, cleaned, and presentable for the public.

Our unique approach of storing all parts in our Arabi, LA warehouse and collaborating with local associates in the Burbank area for common parts allows us to consistently maintain this high level of service.

Technical Support

BaumTech offers a toll-free number (888-314-ATMS) for reporting technical problems. This line is answered 24 hours a day, seven days a week, and our technicians take action within hours.

The equipment is monitored 24 hours a day, seven days a week. Most ATM issues can be resolved remotely, whereas in-person service calls at the facility often take two (2) hours. We use response times to trouble tickets as a key performance indicator (KPI) and work rapidly to guarantee that our requirements are regularly measured and met.

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Program and Procedures

BaumTech monitors the ATMS 24/7 via three separate systems to ensure the ATMs are fully functional. eRMS (Remote Monitoring System) shows the real-time status of the ATM, cash balance, most recent transactions, and real-time errors. This program will send an immediate alert if the ATM encounters an issue, including but not limited to bill jams, component failures, or transaction failures. The wireless device portal reports the real-time signal strength of the modem and alerts us of any outages. The modems are equipped with dual signals, meaning if there is a Verizon outage the modem will switch to AT&T, and vice versa. The transaction processing software reports atm errors that include bill jams, component failures, and transaction failures as well as several transactional reports. These reports monitor for fluctuations in volume and frequency. Additionally, we perform weekly checks of our EMV Fallback data to ensure we are compliant with all debit card processing regulations. We perform daily, remote spot-checks of all ATMs to ensure they are one hundred percent operational. The local technicians also perform surface disinfecting and cleaning on each visit to load the machine. While most issues can be resolved remotely within minutes, our local technicians are trained and available to respond to issues and errors quickly to meet the needs of the airport.

Part and Equipment Replacements

We store every replacement part locally in our Arabi, LA warehouse and the more common parts are stored with our current local associates which operate in the Burbank area. This enables us to do same-day part replacements without waiting for parts to ship from the manufacturer. This cost is absorbed by BaumTech and not passed to you.

On a weekly basis ATMs will be cleaned and inspected for security concerns. This will happen with every ATM replenishment, which in some cases maybe multiple times per week. If an ATM malfunctions a number is provided on the ATM for the customer to call our office. Our staff will walk them through the process to resolve their issue and if the issue persists, we will direct them to another ATM. Our local technicians will then be dispatched same day to resolve the issue if it cannot be resolved remotely. In most cases, ATMs will be fixed the same day an issue is noticed. If there is a severe issue that cannot be resolved by on site technicians a spare ATM will be kept locally for next day swaps.

Design, Installation and Implementation

ATM Service Availability

1. Dynamic Currency Conversion allows users to convert foreign currency withdrawals at the processor rather than at their financial institution, helping them to save on conversion rates.
2. The ATM service supports withdrawals, cash advances on credit or debit cards, account inquiries, and transfers. All withdrawals are dispensed as US currency in increments/denominations of Twenty Dollars (\$20.00), with a maximum per withdrawal of Two Hundred Dollars (\$200.00). Other denominations such as \$10 will be considered upon Authorities request.
3. The GenMega ATMs support four languages on screen.
 - English
 - French
 - Spanish
 - Korean
5. ATM is NFC ready from when major card networks certify it for use in retail ATMs.
6. We allow free balance inquiries and transfers.
7. ATMs Branded with Financial Institutions (Pathward Bank is the default) to increase trust and usage.

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8. Wayfinding signage (if needed), the ATM has an integrated backlit topper with a static display of the term “ATM”.

Banking Networks

Through our sponsor bank, Pathward, and our processing switch FIS we’re able to reach all regional and national banking networks.

Number and Type of Cards Accepted

BaumTech’s supported card networks include those required in the scope and additional networks as follows: Visa, Plus, Pulse, Mastercard, Maestro, Cirrus, UnionPay, Accel, Discover, Star, Nyce, American Express, AFFN, Diners Club, N, Quest, Shazam, Culiance, and the Armed Forces Financial Network.

Estimated Timeline and Structure

Total Estimated Duration:

The entire transition, from ordering the machines to full installation, is expected to take approximately 7 to 11 Days. We can order the machines on the day the Intent to Award is issued. Lead time for new machines are typically 7 days. We would be able to have the machines prepped and ready to install by August 14, 2026

Phased Transition and Installation Plan

BaumTech LLC will implement a structured, phased transition to ensure uninterrupted ATM service throughout planning, procurement, and installation. At least one ATM will remain operational at all times.

Phase 1: Initial Assessment and Planning (7 Days)

Activities:

- Intent to Award Actions: Upon receipt of the Intent to Award, BaumTech will immediately order the ATMs, initiate site evaluations, and schedule coordination meetings with all required stakeholders.
- Coordination Meetings: BaumTech will meet with the Authority’s personnel which oversees this project to confirm installation locations and finalize the transition schedule. These meetings will include:
 - Review of existing ATM locations, if applicable.
 - Identification of any required upgrades or site-specific needs
 - Scheduling installations to minimize operational disruption
 - Establishment of contingency measures to ensure continuous service
- Site Evaluation: BaumTech will conduct on-site assessments to verify power, network connectivity, spatial requirements, and infrastructure readiness at each ATM location. Any required upgrades will be documented and incorporated into the installation plan.
- Final Installation Schedule: A detailed, phased installation schedule will be developed to limit overlap and reduce downtime.

Phase 2: Procurement and Delivery of Equipment (3 Days)

Activities:

- Procurement: BaumTech will procure all ATMs and associated hardware, including electrical and networking components.
- Inspection and Quality Control: Upon delivery, all equipment will be inspected to confirm compliance with specifications and operational readiness.

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- Logistics Coordination: BaumTech will coordinate delivery and staging with its local service partner to ensure all equipment is prepared for installation.
- Pre-Installation Testing: All ATMs will undergo functional testing prior to deployment to confirm system performance and connectivity.

Phase 3: Installation and Commissioning (1 Day)**Activities:**

- ATM Installation: ATMs will be installed one at a time, including full electrical and network configuration. This approach ensures:
 - Minimal service interruption
 - Close coordination with the current Concessionaire
 - Same-day installation whenever possible following removal of existing machines
 - Continued operation of the existing ATM until the replacement unit is fully commissioned
- Testing and Commissioning: Each ATM will be tested immediately after installation to confirm full operational status. Any necessary adjustments will be completed on-site.
- Continuous Service Assurance:
 - Installations will be staggered to ensure at least one ATM remains operational
 - Temporary cash access solutions will be deployed if needed to bridge any service gaps
- Training and Handover: Upon completion, BaumTech will provide operational and troubleshooting training to designated personnel and submit the system for final Department review.

Ongoing ATM Availability Measures

- Phased Installation: Only one ATM will be installed at a time to prevent service outages.
- Contingency Planning: Temporary or supplemental solutions will be used during peak periods if required.
- Real-Time Coordination: BaumTech will work closely with the current Concessionaire throughout the transition, with immediate troubleshooting support available as needed.

Summary Timeline

- Phase 1 – Planning and Coordination: 7 days
- Phase 2 – Procurement and Delivery: 3 days
- Phase 3 – Installation and Commissioning: 1 day

Total Estimated Transition Duration: 7–11 days

BaumTech LLC is committed to a seamless and efficient transition, maintaining uninterrupted ATM services throughout the installation process. Through disciplined planning, phased execution, and close coordination with all stakeholders, BaumTech will ensure reliable cash access at all times. If you want this rewritten to align *exactly* with Hollywood Burbank Airport's tone (shorter, more formal, fewer assurances), say the word and I'll tighten it another notch.

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ATM Specifications

Proposed ATM Locations

2 GenMega Onyx with Topper

Equipment Specs for GenMega Onyx

| | |
|--|--|
| Topper | Communication |
| Optional Video Topper | TCP/IP Ethernet - SSL |
| Card Reader | Cash Dispenser |
| EMV DIP Type card reader | 2000 Note Removable Cassette (HCDU) |
| Printer | Integrated Illuminated Sign |
| 56mm (2" standard) Graphics Capable with 3" | High Visibility LED Sign Attract Customers |
| CPU | Allowable Humidity |
| Cortex-A8 CPU (800MHz) DDR2 256MB SRAM memory 512MB Flash Memory Windows CE 6.0 | In storage: 10% < RH < 90%, non-condensed While operating: 15% < RH < 85%, non-condensed |
| LCD Screen | PIN Entry Device |
| 10.2 inch wide 32-bit color Backlit TFT LCD panel 1280x800 Resolution Customizable Screens | 16-key alphanumeric keypad PCI Certified Triple-DES (TDES) compliant EPP |
| Mounting | Security |
| Four (4) one half inch by four to five inch in length wedge anchor or equivalent bolt | UL291 Business Hours Vault Dial or Electronic Lock Upgrade Kit, GENCAM Rev1, W/ Camera, C6000/G6000 |
| Specifications | Power Requirements |
| Dimensions Height = 56.4" Width = 15.8" Depth = 22.3" Weight = 223 lbs. (Without cash dispenser) Clearance = 6" of free space required to the left of the ATM to allow the door to open | 110/220 VAC ±10%, 50/60 Hz, 145 Watts Temperature Requirements In storage: 32°F - 104°F (0°C ~ 49°C) While operating 45°F - 95°F (5°C ~ 35°C) |
| | ADA |
| | Voice Guidance Lighted Transaction Guidance Accessible Keypad Layout |

Standard Mock



RFP NO. ADM26-03

Proposed Financial Offer and Sample Monthly Reporting Form

Proposed Financial Offer

| | | | |
|------------------------------|--------|---------------------------------|--------------------|
| Surcharge Fee | \$4.99 | | |
| Proposed Per Transaction Fee | \$2.77 | Based on surcharge transactions | 55.5% of surcharge |

Sample Monthly Reporting Form



BAUMTECH

Hollywood Burbank Airport
2627 N Hollywood Way
Burbank, CA 91505

Monthly-Year
Terminal #:
Terminal #: TID

| Business Date: | Total Trxs | Surch Trxs | Bal Inq | Denied Trxs | Rev | WD | Surch | Commission: |
|-------------------|------------|------------|------------|-------------|-------------|------------------|--------------------|--------------------|
| 12/01/2025 | 25 | 8 | 9 | 6 | 0 \$ | 1,060.00 | \$39.92 | \$ 22.16 |
| 12/02/2025 | 22 | 13 | 9 | 0 | 0 \$ | 1,800.00 | \$64.87 | \$ 36.01 |
| 12/03/2025 | 14 | 4 | 6 | 3 | 0 \$ | 460.00 | \$19.96 | \$ 11.08 |
| 12/04/2025 | 31 | 17 | 10 | 4 | 0 \$ | 2,180.00 | \$84.83 | \$ 47.09 |
| 12/05/2025 | 23 | 11 | 8 | 3 | 0 \$ | 1,640.00 | \$54.89 | \$ 30.47 |
| 12/06/2025 | 22 | 10 | 12 | 0 | 0 \$ | 1,260.00 | \$49.90 | \$ 27.70 |
| 12/07/2025 | 26 | 13 | 10 | 2 | 0 \$ | 1,820.00 | \$64.87 | \$ 36.01 |
| 12/08/2025 | 29 | 15 | 9 | 4 | 0 \$ | 2,080.00 | \$74.85 | \$ 41.55 |
| 12/09/2025 | 28 | 17 | 10 | 0 | 1 \$ | 2,200.00 | \$84.83 | \$ 47.09 |
| 12/10/2025 | 21 | 12 | 7 | 2 | 0 \$ | 1,920.00 | \$59.88 | \$ 33.24 |
| 12/11/2025 | 29 | 17 | 10 | 2 | 0 \$ | 1,800.00 | \$84.83 | \$ 47.09 |
| 12/12/2025 | 31 | 20 | 10 | 1 | 0 \$ | 2,240.00 | \$99.80 | \$ 55.40 |
| 12/13/2025 | 16 | 7 | 8 | 1 | 0 \$ | 800.00 | \$34.93 | \$ 19.39 |
| 12/14/2025 | 22 | 11 | 10 | 1 | 0 \$ | 1,400.00 | \$54.89 | \$ 30.47 |
| 12/15/2025 | 61 | 28 | 24 | 8 | 0 \$ | 4,280.00 | \$139.72 | \$ 77.56 |
| 12/16/2025 | 33 | 15 | 15 | 0 | 0 \$ | 2,360.00 | \$74.85 | \$ 41.55 |
| 12/17/2025 | 27 | 12 | 11 | 3 | 0 \$ | 1,900.00 | \$59.88 | \$ 33.24 |
| 12/18/2025 | 24 | 12 | 10 | 2 | 0 \$ | 1,560.00 | \$59.88 | \$ 33.24 |
| 12/19/2025 | 14 | 9 | 5 | 0 | 0 \$ | 1,620.00 | \$44.91 | \$ 24.93 |
| 12/20/2025 | 27 | 14 | 10 | 1 | 0 \$ | 2,020.00 | \$69.86 | \$ 38.78 |
| 12/21/2025 | 30 | 16 | 10 | 2 | 1 \$ | 2,080.00 | \$79.84 | \$ 44.32 |
| 12/22/2025 | 30 | 16 | 11 | 3 | 0 \$ | 2,520.00 | \$79.84 | \$ 44.32 |
| 12/23/2025 | 27 | 15 | 9 | 3 | 0 \$ | 2,480.00 | \$74.85 | \$ 41.55 |
| 12/24/2025 | 14 | 8 | 5 | 0 | 0 \$ | 1,060.00 | \$39.92 | \$ 22.16 |
| 12/25/2025 | 11 | 5 | 5 | 1 | 0 \$ | 460.00 | \$24.96 | \$ 13.85 |
| 12/26/2025 | 27 | 15 | 10 | 1 | 0 \$ | 1,940.00 | \$74.85 | \$ 41.55 |
| 12/27/2025 | 27 | 13 | 11 | 3 | 0 \$ | 1,660.00 | \$64.87 | \$ 36.01 |
| 12/28/2025 | 28 | 13 | 14 | 1 | 0 \$ | 1,620.00 | \$64.87 | \$ 36.01 |
| 12/29/2025 | 24 | 8 | 6 | 5 | 0 \$ | 1,740.00 | \$39.92 | \$ 22.16 |
| 12/30/2025 | 28 | 16 | 11 | 1 | 0 \$ | 2,280.00 | \$79.84 | \$ 44.32 |
| 12/31/2025 | 10 | 8 | 2 | 0 | 0 \$ | 940.00 | \$39.92 | \$ 22.16 |
| Surcharge: | 781 | 398 | 297 | 63 | 2 \$ | 55,180.00 | \$ 1,986.02 | \$ 1,102.46 |
| Total: | | | | | | | \$ | 1,102.46 |

www.BaumTechATM.com

For billing or customer service please call 888-314-2867



6565 St. Claude Ave. Arabi, LA 70032

888-314-2867

RFP NO. ADM26-03

Concession Agreement Acknowledgement Statement

BaumTech, LLC acknowledges receipt and review of the Sample Automated Teller Machine Concession Agreement. BaumTech, LLC hereby confirms that it will execute the Concession Agreement as presented, without exception, subject only to approval by the Burbank-Glendale-Pasadena Airport Authority Commission and the execution of the final agreement by both parties.

Addendum and Exhibit Acknowledgement Statement

BaumTech, LLC acknowledges receipt and review of the following:

- RFP ADM26-03 – ATM Concession
- Exhibit A – Scope of Services – ATM Concession
- Exhibit B – ATM Locations and Ancillary Locations
- Exhibit C – ATM Specifications and Features
- Addendum 1 – Responses to Written Questions
- Attachment 1 to Addendum 1- Transaction Report
- Sample Automated Teller Machine Concession Agreement

END OF ADDENDUM NO. 1

Acknowledgment is hereby made of receipt and incorporation of Addendum 1 into the referenced RFP and related proposal submission.

DocuSigned by:
 Signature: Richard Baomy Date: 2/5/2026
 274 Authority Representative
 Name/Title: Richard Baomy CEO
 Firm Name: BaumTech, LLC

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RFP NO. ADM26-03

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/30/2026

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 AssuredPartners Gulf Coast Ins Agency LLC 3300 West Esplanade Avenue Suite 300 Metairie LA 70002 | | CONTACT NAME: Leanne Cannon PHONE (A/C, No, Ext): (504) 581-5353 FAX (A/C, No): (504) 588-2954 E-MAIL ADDRESS: leanne.cannon@assuredpartners.com | | | | | | | | | | | | | | | |
|--|--------|---|--|-------------------------------|--------|---------------------------|-------|--|-------|--|-------|---------------------------------------|-------|--|-------|-------------|--|
| INSURED BaumTech, LLC 6565 St. Claude Ave Arabi LA 70032 | | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Western World</td> <td>13196</td> </tr> <tr> <td>INSURER B : GEICO Marine Insurance Company</td> <td>37923</td> </tr> <tr> <td>INSURER C : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER D : LUBA Casualty Ins Company</td> <td>12472</td> </tr> <tr> <td>INSURER E : Fortegra Specialty Insurance Company</td> <td>16823</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Western World | 13196 | INSURER B : GEICO Marine Insurance Company | 37923 | INSURER C : Evanston Insurance Company | 35378 | INSURER D : LUBA Casualty Ins Company | 12472 | INSURER E : Fortegra Specialty Insurance Company | 16823 | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | | | |
| INSURER A : Western World | 13196 | | | | | | | | | | | | | | | | |
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| INSURER D : LUBA Casualty Ins Company | 12472 | | | | | | | | | | | | | | | | |
| INSURER E : Fortegra Specialty Insurance Company | 16823 | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: CL25111353625 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | NPP6211962 | 11/12/2025 | 11/12/2026 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 9300238353 | 11/12/2025 | 11/12/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ | | | XOBW10503125 | 11/12/2025 | 11/12/2026 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| D | 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 | | 027000301648125 | 10/07/2025 | 10/07/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| E | Commercial Cyber and Privacy Liability - Claims Made Coverage Form | | | C-4LPX-248461-CYBER-2025 | 11/12/2025 | 11/12/2026 | Limit \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability includes additional insureds as required by written contract prior to a loss. Workers Compensation includes Waiver of subrogation as required by written contract prior to a loss.

| | |
|---------------------------|---|
| CERTIFICATE HOLDER | 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 |

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ACORD 25 (2016/03)

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6565 St. Claude Ave. Arabi, LA 70032

888-314-2867

Exhibit D: 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.



FY 2026/2027 (“FY 2027”) Budget Development

Presented to
Finance and Administration Committee
April 20, 2026

Presented by
Kathy David, Senior Deputy Executive Director

FY 2027 Budget Development

- Today's meeting will focus on the proposed FY 2027 passenger forecast.
- The passenger forecast will provide the assumption upon which the budget will be premised.
- At the next Committee meeting (May 4th) proposed FY 2027 O&M expenditures will be presented.

FY 2027 Budget Development: Passenger Activity Assumption

- As previously discussed with the Committee, the FY 2027 budget is being developed with uncertainties primarily resulting from current geo-political issues.
- The ultimate impacts and duration are unknown and will be carefully monitored on a go forward basis.
- The proposed FY 2027 passenger activity level assumption closely aligns with the forecast presented in the Report of the Airport Consultant (“ROAC”) prepared by the Airport’s Financial Feasibility consultant as part of the upcoming 2026 Bond issuance. This comprehensive study analyzes and factors in a complete array of economic, geo-political, socio-economic, air service area demographics, published airline schedules, anticipated seat capacity and other data to determine projected activity.

FY 2027 Budget Development: Passenger Activity Assumption

- The ROAC forecasts an approximate 6.6% decrease in passengers for FY 2026 as compared to FY 2025. The forecast also projects an approximate 5.2% passenger increase during FY 2027 with future years beyond that growing at a nominal rate.
- After reaching record highs in FY 2025, the decrease in FY 2026 is primarily due to service reductions by Southwest and capacity cuts, including Avelo ending service in October 2025, along with reductions from Spirit and Frontier.
- The factors leading to a projected rebound in passenger levels include Allegiant and Breeze beginning service in February 2026, Alaska and Southwest announcing new service to Honolulu starting May 2026 and August 2026, respectively, and the addition of seat capacity by the carriers.
- Also, the Replacement Passenger Terminal will have 14 equal size gates providing additional gate capacity.

FY 2027 Budget Development: Passenger Activity Assumption

- The chart below depicts year over year February actual activity levels to date as well as internal projections for March through June, resulting in a total estimated FY 2026 passenger count of 6,070,407, which is 7.67% below FY 2025 actual activity. Once again, closely aligning with the ROAC.

| Fiscal Year | Jul. | Aug. | Sep. | Oct. | Nov. | Dec. | Jan. | Feb. | FYTD | Estimated | | | | Fiscal Year |
|-------------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|-----------|---------|---------|---------|-------------|
| | | | | | | | | | Feb. | Mar. | Apr. | May | Jun. | Total |
| 2025 | 638,833 | 582,654 | 543,678 | 600,617 | 566,300 | 602,827 | 409,153 | 425,370 | 4,369,432 | 531,078 | 539,544 | 577,338 | 557,427 | 6,574,819 |
| 2026 | 548,964 | 558,913 | 523,677 | 549,824 | 492,588 | 505,603 | 403,020 | 397,922 | 3,980,511 | 499,213 | 509,869 | 548,471 | 532,343 | 6,070,407 |
| # Change | -89,869 | -23,741 | -20,001 | -50,793 | -73,712 | -97,224 | -6,133 | -27,448 | -388,921 | -31,865 | -29,675 | -28,867 | -25,084 | -504,412 |
| % Change | -14.07% | -4.07% | -3.68% | -8.46% | -13.02% | -16.13% | -1.50% | -6.45% | -8.90% | -6.00% | -5.50% | -5.00% | -4.50% | -7.67% |

- The FY 2026 budget assumed a passenger activity base of 6,200,000. The estimated actual level is approximately 2% below the budget assumption. Although financial performance remains favorably ahead of budgeted amounts.

FY 2027 Budget Development: Passenger Activity Assumption - Summary

- Utilizing the internal estimated actual activity levels as the base, Staff is recommending a 6,375,000 assumption for the FY 2027 budget.
- This represents an approximate 5% increase over anticipated FY 2026 levels. This aligns closely but is slightly more conservative than the ROAC projection of a 5.2% increase (to approximately 6,440,612 passengers).
- The proposed FY 2027 passenger assumption increase of 5% will be allocated by seasonal quarter.
- Staff will continually monitor current events, passenger activity and any other impacts to the financial program as FY 2027 progresses.

FY 2027 Budget Development: Passenger Activity Assumption

