



April 2, 2026

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

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, April 6, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

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

Dial in: (818) 862-3332

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

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of April 6, 2026

9:00 A.M.

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



Members in-person attendance or participation at meeting of the Commission 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 Commission 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 Commission'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 Commission 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

Monday, April 6, 2026

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT (Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.)
5. CONSENT CALENDAR (Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)
 - a. Committee Minutes
(For Note and File)
 - 1) Executive Committee
 - (i) March 4, 2026 **[See page 1]**
 - 2) Operations and Development Committee
 - (i) February 17, 2026 **[See page 3]**
 - (ii) January 20, 2026 **[See page 4]**
 - 3) Finance and Administration Committee
 - (i) February 17, 2026 **[See page 6]**
 - 4) Legal, Government and Environmental Affairs Committee
 - (i) February 17, 2026 **[See page 9]**
 - b. Commission Minutes
 - 1) March 16, 2026 **[See page 11]**
 - c. Annual Review and Adjustment of Noise Violation Fines **[See page 18]**
 - d. Electrical Vertical Take-Off and Landing Integration Pilot Program Letter of Commitment **[See page 20]**

- e. Treasurer's Reports
 - 1) December 2025 ***[See page 24]***
 - 2) November 2025 ***[See page 53]***
- f. Luggage Cart Concession and Lease Agreement
Smarte Carte, Inc. ***[See page 79]***
- g. Reclassification and Upgrade of Vacant Personnel Position
Air Service and Communications Department ***[See page 81]***
- 6. ITEMS FOR COMMISSION APPROVAL
 - a. Resolution and Financing Documents for 2026 Bonds ***[See page 84]***
 - b. Pre-Authorization of Security Checkpoint Equipment
Transportation / Installation Contract Execution ***[See page 94]***
- 7. ITEMS FOR COMMISSION DISCUSSION
 - a. Airport History Book Update ***[See page 97]***
- 8. ITEMS FOR COMMISSION INFORMATION
 - a. Airport Police Officer of the Year Award
 - b. Airport Firefighter of the Year Awards
 - c. Website Information Video: Safety at Hollywood Burbank Airport
 - d. Replacement Passenger Terminal Project Construction Update
- 9. CLOSED SESSION
 - a. PUBLIC EMPLOYMENT
(California Government Code Section 54957(b))
Title: Executive Director
- 10. ITEMS PULLED FOR DISCUSSION
- 11. EXECUTIVE DIRECTOR COMMENTS
- 12. COMMISSIONER COMMENTS
(Commissioners may make a brief announcement, make a brief report on their activities, and request an agenda item for a future meeting.)
- 13. PUBLIC COMMENT
- 14. ADJOURNMENT: To April 20, 2026, for the next regularly scheduled meeting of the Burbank-Glendale-Pasadena Airport Authority, 2627 N Hollywood Way, Skyroom

COMMISSION NEWSLETTER

Monday, April 6, 2026

[Regarding agenda items]

5. CONSENT CALENDAR

(Consent Calendar items may be enacted by one motion. There will be no separate discussion on these items unless a Commissioner so requests, in which event the item will be removed from the Consent Calendar and considered in its normal sequence on the agenda.)

- a. COMMITTEE MINUTES. A copy of the approved minutes of the Executive Committee meeting of March 4, 2026; copies of the approved minutes of the Operations and Development Committee meetings of February 17, 2026, and January 20, 2026; a copy of the approved minutes of the Finance and Administration Committee meeting of February 17, 2026, and an approved copy of minutes of the February 17, 2026, Legal, Government and Environmental Affairs Committee are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. A draft copy of the March 16, 2026, meeting Commission minutes are included in the agenda packet for review and approval.
- c. ANNUAL REVIEW AND ADJUSTMENT OF NOISE VIOLATION FINES. A staff report is included in the agenda packet. In accordance with the annual adjustment of noise violation fines required by Resolution No. 382, at its meeting on March 16, 2026, the Legal, Government and Environmental Affairs Committee voted (3–0) to recommend that the Commission authorize an increase to the noise fines associated with certain restricted operations as detailed in Airport Noise Rules 8 and 9.
- d. ELECTRICAL VERTICAL TAKE-OFF AND LANDING INTEGRATION PILOT PROGRAM – LETTER OF COMMITMENT. A staff report is included in the agenda packet. At its meeting on March 16, 2026, the Legal, Government, and Environmental Affairs Committee voted unanimously (3-0) to recommend to the Commission the signing of the letter of commitment to participate in an application to be submitted by the County of Ventura Department of Airports for the Federal Aviation Administration's (FAA) Electric Vertical Take-off and Landing Integration Pilot Program.
- e. TREASURER'S REPORTS. The Treasurer's Reports for December 2025 and November 2025 are included in the agenda packet. At its meeting on March 16, 2026, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission note and file these reports
- f. LUGGAGE CART CONCESSION AND LEASE AGREEMENT – SMARTE CARTE, INC. A staff report is included in the agenda packet. At its meeting on March 16, 2026, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve a proposed Luggage Cart Concession and Lease Agreement with Smarte Carte, Inc., for the installation, operation and management of a luggage cart rental operation at the Replacement Passenger Terminal.

- g. RECLASSIFICATION AND UPGRADE OF VACANT PERSONNEL POSITION – AIR SERVICE AND COMMUNICATIONS DEPARTMENT. A staff report is included in the agenda packet. At its meeting on March 16, 2026, the Finance and Administration Committee voted unanimously (3-0) to recommend to the Commission the immediate reclassification of a currently vacant position in the Air Service and Communications Department to allow for the immediate search of a Manager, Guest Experience, to support the transition to the Replacement Passenger Terminal.

6. ITEMS FOR COMMISSION APPROVAL

- a. RESOLUTION AND FINANCING DOCUMENTS FOR 2026 BONDS. A staff report is included in the agenda packet. At its meeting on March 16, 2026, the Finance and Administration Committee voted (3–0) to recommend that the Commission adopt Resolution No. 521 to (i) authorize the issuance of bonds; (ii) approve forms of certain documents relating to the issuance of the 2026 Bonds; and (iii) authorize the execution of documents for the 2026 Bonds and other related actions.
- b. PRE - AUTHORIZATION OF SECURITY CHECKPOINT EQUIPMENT TRANSPORTATION / INSTALLATION CONTRACT EXECUTION. A staff report is included in the agenda packet. At its meeting on April 1, 2026, the Executive Committee voted (2–0, 1 absent) to recommend that the Commission approve to pre-authorize execution of a contract with the Transportation Security Administration (“TSA”) authorized service provider that is the lowest bidder for the transportation and installation of security screening checkpoint equipment at the Replacement Passenger Terminal (“RPT”). Most of this equipment is located at the TSA Logistics Center in Dallas, Texas. The cost of this contract will be determined by the bid results but are not expected to exceed \$2,271,500, which includes a 10% contingency for unforeseen circumstances.

Staff seeks this authorization in advance of receiving bids in order to be able to immediately execute a contract with the lowest bidder that is able to meet the delivery and installation timetable for the opening of the RPT.

7. ITEMS FOR COMMISSION DISCUSSION

- a. AIRPORT HISTORY BOOK UPDATE. A staff report is included in the agenda packet. The Airport History Book Ad Hoc Committee, coordinating publication of the official book on the Airport’s history, has referred three items to the Commission for its consideration. The three items are: book title, publication options, and marketing. Additionally, part of this agenda item is a status report by the book’s author.

8. ITEMS FOR COMMISSION INFORMATION

- a. AIRPORT POLICE OFFICER OF THE YEAR AWARD. No staff report attached. Officer Christopher Cabral joined the Burbank-Glendale-Pasadena Airport Authority Police Department on July 13, 2023, following a distinguished 24-year career with the California Highway Patrol. Since joining our department, Officer Cabral has proven to be an exceptional addition to the team. Officer Cabral has consistently demonstrated a positive and service-oriented attitude coming to work each day with a smile and a willingness to help wherever needed and is always going above and beyond to ensure the needs of the department and the traveling public are met with professionalism and

care. His approachability and strong customer service skills truly personify the standards of the Airport Police Department.

In addition to his daily responsibilities, Officer Cabral frequently serves as an Acting Watch Commander, lending his leadership, experience, and sound judgment to support both supervisors and officers in the field. He has also taken on the role of Range Safety Officer, where he assists range staff in maintaining a safe and professional training environment for all personnel. It is with great honor that the Department recognizes Officer Cabral as it's Airport Police Officer of the Year.

- b. **AIRPORT FIREFIGHTER OF THE YEAR AWARDS.** No staff report attached. This year the Airport Fire Department recognizes not one but three Firefighters in recognition of their dedication and service with providing Aircraft Rescue and Firefighting ("ARFF") services to the fixed and rotary wing firefighting aircraft battling the extraordinary fire events of January 2025 in the Eaton/Altadena and Pacific Palisades fires. Firefighters Eric Wagner, Fitzgerald Pajaro and Michael Durbin provided the ARFF services at Camarillo Airport which was rapidly cycling these aircrafts to support the aggressive suppression efforts. Their knowledge, skill and professionalism enabled the firefighting aircraft to undertake fuel and hot-loading conditions, mitigating risks under high-volume aviation activity for an extended 21-day period. It is because of their dedicated service, sacrifice and leadership during those demanding conditions that it is with honor that the Department recognizes Firefighters Wagner, Pajaro, and Durbin as its Airport Firefighters of the Year.
- c. **WEBSITE INFORMATION VIDEO: SAFETY AT HOLLYWOOD BURBANK AIRPORT.** At the request of Commission President Talamantes, Staff will replay the video posted on the Authority's website, "Safety at Hollywood Burbank Airport." Additionally, Staff will comment on recent news reports involving matters related to aviation safety.
- d. **REPLACEMENT PASSENGER TERMINAL PROJECT CONSTRUCTION UPDATE.** No staff report attached. Staff and Jacobs Project Management ("Jacobs") will provide an update on the progress of the construction of the Replacement Passenger Terminal Project. Additionally, at the request of Commissioner Ovrom, Jacobs will review the Transit Mode Access as previously presented in December 2025.

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

WEDNESDAY, MARCH 4, 2026

A regular meeting of the Executive Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:00 a.m., by Commissioner Talamantes.

1. ROLL CALL

Present: Commissioners Talamantes and Quintero

Absent Commissioner Hampton

Also Present: Staff: John Hatanaka, Executive Director;
Nerissa Sugars, Director, Communications and Air Service

Perry Martin, Sr. Program Manager,
Jacobs Project Management Co.;
Steve Chavez, Co-Founder / Chief Creative Officer, Anyone Collective, LLC

2. Approval of Agenda

Motion Commissioner Quintero moved approval of the agenda; seconded by Commissioner Talamantes.

Motion Approved The motion was approved (2-0, 1 absent).

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. February 4, 2026

The agenda packet included a draft copy of the February 4, 2026, Committee meeting minutes for review and approval.

Motion Commissioner Quintero moved approval of the minutes; seconded by Commissioner Talamantes.

Motion Approved The motion was approved (2-0, 1 absent).

5. Items for Approval

a. First Amendment to Professional Services Agreement – Airport Marketing Consultant Services

Staff sought an Executive Committee (“Committee”) recommendation to the Commission to approve a proposed First Amendment (“Amendment”) to the FY 2026 Professional Services Agreement currently being finalized, with Anyone Collective, LLC for additional services

specific to supporting the Authority's promotion of the opening and operational cutover to the Replacement Passenger Terminal in October of this year and for a one-year extension of the term to ensure the proposed services can be completed without interruption. If this proposal receives the Committee's recommendation, the proposed Amendment will be included in the March 16, 2026 Commission agenda for its consideration.

Motion

Commissioner Quintero moved approval; seconded by Commissioner Talamantes.

Motion Approved

The motion was approved (2-0, 1 absent).

6. Items for Information

a. Replacement Passenger Terminal Project Construction Update

Jacobs Project Management provided a construction update and the latest progress video.

b. Committee Pending Items

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

7. Adjournment

There being no further business, the meeting was adjourned at 9:33 a.m.

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

TUESDAY, FEBRUARY 17, 2026

The special meeting of the Operations and Development Committee on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:30 a.m., was cancelled due to a lack of quorum.

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

TUESDAY, JANUARY 20, 2026

A special meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:38 a.m., by Commissioner Hampton.

1. ROLL CALL

Present: Commissioners Hampton, Talamantes and Asatryan

Absent: None

Also Present: Staff: John Hatanaka, Executive Director; Stephanie Gunawan-Piraner, Deputy Executive Director, Planning and Development

2. Approval of Agenda

Motion Commissioner Asatryan moved approval of the agenda; seconded by Talamantes .

Motion Approved The motion was approved (3-0).

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. December 15, 2025 The agenda packet included a draft copy of the December 15, 2025, Committee meeting minutes for review and approval.

Motion Commissioner Talamantes moved approval of the minutes; seconded by Commissioner Asatryan.

Motion Approved The motion was approved (3-0).

5. Items for Information

a. Introduction: Proposed On-Call Public Works Pavement Improvement Program

Staff provided an overview of the concept, process and benefits of awarding on-call pavement improvement contracts to multiple construction firms through a public works RFB process. This overview is being presented to familiarize the Committee with the proposed program in use at other Southern California Airports, which have experienced greater responsiveness and efficiency with addressing pavement repairs and improvements. With Committee concurrence, Staff will proceed with the RFB process and return to the Committee at a future meeting with program recommendations for consideration of award by the Commission.

b. Committee Pending Items

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

6. Adjournment

There being no further business to discuss, the meeting was adjourned at 9:05 a.m.

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

TUESDAY, FEBRUARY 17, 2026

A special meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 11:08 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; Scott Kimball, Deputy Executive Director, Business Development; Derrick Cheng, Manager, Business & Properties

Geoff Wheeler, Ricondo & Associates
Louis Choi, Public Resource Advisory Group

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. February 2, 2026

A draft copy of the minutes of the meeting of February 2, 2026, was included in the agenda packet for review.

Motion

Commissioner Quintero moved approval; seconded by Commissioner Ovrom.

Motion Approved

The minutes were approved (3–0).

6. Items for Approval

a. Airport Use and Facilities Operating Permit Template

Staff presented to the Committee for recommendation to the Commission to approve a template for the Airport Use and Facilities Operating Permit (“Operating Permit”), and to authorize the Executive Director to execute the Operating Permit with any airline that wish to serve the Airport as a non-signatory airline on or after the Replacement Passenger Terminal (“RPT”) opening date, subject to clerical revisions deemed necessary or appropriate by Authority General Counsel.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

Motion Approved

The motion was unanimously approved (3–0).

b. Airline Support Facilities Building Lease Template

Staff presented to the Committee for recommendation to the Commission for approval a template for the Airline Support Facilities Building Lease and for authorization for the Executive Director to execute the ASF Building Lease with each tenant, substantially in the form of this template, with such modifications that, in the Executive Director’s judgment, are appropriate for the particular leased space and do not have material negative financial impact on the Authority, and with clerical revisions deemed necessary or appropriate by Authority General Counsel.

Motion

Commissioner Quintero moved approval; seconded by Commissioner Ovrom.

Motion Approved

The motion was unanimously approved (3–0).

c. Sixth Amendment to Space Lease – County of Los Angeles

Staff presented to the Committee for recommendation to the Commission for approval a proposed Sixth Amendment to Space Lease, with the County of Los Angeles, on behalf of the Los Angeles County Department of Medical Examiner (“County”) to extend the term for an additional two years to March 31, 2028, with a rent increase and to include Federal Aviation Administration required language. The County currently occupies 2,100 square feet of parking and storage space located at the back of Hangar 35.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

Motion Approved

The motion was unanimously approved (3–0).

7. Items for Discussion

**a. RPT Plan of Finance
Bond Financing Schedule
Update – Passenger Forecast**

Geoff Wheeler of Ricondo & Associates and Louis Choi of PRAG updated the Committee on the status of the Replacement Passenger Terminal Plan of Finance.

**b. FY 2027 Budget Development
Schedule**

Staff presented a proposed schedule for the development of the FY 2027 budget.

8. Items for Information

a. Committee Pending Items

Staff reviewed future items to be presented to the Committee.

9. Adjournment

The meeting was adjourned at 12:00 p.m.

Adjournment: To March 16, 2026, for the next scheduled meeting of the Burbank-Glendale-Pasadena Airport Authority Finance and Administration Committee – 2627 Hollywood Way, SkyRoom.

**MINUTES OF THE SPECIAL MEETING OF THE
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

TUESDAY, FEBRUARY 17, 2026

A special meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 8:33 a.m., by Commissioner Gabel-Luddy.

1. ROLL CALL

Present: Commissioners Gabel-Luddy and Najarian

Absent: Commissioner Lyon

Also Present: Patrick Lammerding, Deputy Executive Director, Operations, Security, and SMS; Aaron Galinis, Principal Planner; Edward B. Skvarna, Chief of Police/Director of Public Safety

2. Approval of Agenda

Motion Commissioner Najarian moved approval of the agenda; seconded by Commissioner Gabel-Luddy.

Motion Approved The motion was approved (2–0, 1 absent).

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. February 2, 2026

The agenda packet included a draft copy of the February 2, 2026, Committee meeting minutes for review and approval.

Motion Commissioner Najarian moved approval of the minutes; seconded by Commissioner Gabel-Luddy.

Motion Approved The motion was approved (2–0, 1 absent).

5. Items for Information

a. Advanced Air Mobility Pilot Program

Staff briefed the Committee on the FAA's recent notice of the establishment of the Electric Vertical Takeoff and Landing (eVTOL) and Advanced Air Mobility (AAM) Integration Pilot Program (eIPP).

This item will be brought back for further discussion with the Committee.

b. Committee Pending Items

This item was not discussed.

6. Adjournment

The meeting was adjourned at 9:05 a.m.

**MINUTES OF THE REGULAR MEETING OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, MARCH 16, 2026

A regular meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:06 a.m., by President Talamantes.

1. ROLL CALL

Present: Commissioners Talamantes, Hampton, Quintero, Najarian, Ovrom, Lyon, Wilson, Gabel-Luddy

Absent: Asatryan

Also Present: Staff: John Hatanaka, Executive Director; Nerissa Sugars, Director, Communications & Air Service; Scott Kimball, Deputy Executive Director, Business Development

2. PLEDGE OF ALLEGIANCE

Commissioner Talamantes led the Pledge of Allegiance.

3. APPROVAL OF AGENDA

The agenda was approved as presented.

Motion

Commissioner Hampton moved approval of the agenda; seconded by Commissioner Gabel-Luddy.

Motion Approved

The motion was approved (8–0, 1 absent).

AYES: Talamantes, Hampton, Quintero, Najarian, Ovrom, Lyon, Wilson, Gabel-Luddy

NOES: None

ABSENT: Asatryan

4. PUBLIC COMMENT

(Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.) Lori Spivek, Studio City

5. CONSENT CALENDAR

(Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)

a. Committee Minutes (For Note and File)

1) Executive Committee

(i) February 4, 2026

Approved minutes of the February 4, 2026, Executive Committee meeting were included in the agenda packet for information purposes.

2) Finance and Administration Committee

(i) February 2, 2026

Approved minutes of the February 2, 2026, Finance and Administration Committee special meeting were included in the agenda packet for information purposes.

3) Legal, Government and Environmental Affairs Committee

(i) February 2, 2026

Approved minutes of the February 2, 2026, Legal, Government and Environmental Affairs Committee special meeting were included in the agenda packet for information purposes.

b. Commission Minutes

1) February 17, 2026

A draft copy of the minutes of the Commission special meeting of February 17, 2026, was included in the agenda packet for review and approval.

c. Airport Use and Facilities Operating Permit Template

At its special meeting on February 17, 2026, the Finance and Administration Committee voted (3–0) to recommend that the Commission: (i) approve a template for the Airport Use and Facilities Operating Permit and (ii) authorize the Executive Director to execute the Operating Permit with any airline that wishes to serve the Airport as a non-signatory airline on or after the opening date of the Replacement Passenger Terminal, subject to clerical revisions deemed necessary or appropriate by the Authority General Counsel.

d. Airline Support Facilities Building Lease Template At its special meeting on February 17, 2026, the Finance and Administration Committee voted (3–0) to recommend that the Commission: (i) approve a template for the Airline Support Facilities (“ASF”) Building Lease and (ii) authorize the Executive Director to execute the ASF Building Lease with each tenant, with such modifications that, in the Executive Director’s judgement, are appropriate for the particular leased space and do not have material negative financial impact on the Authority, and with clerical revisions deemed necessary or appropriate by the Authority General Counsel.

e. Sixth Amendment to Space Lease – County of Los Angeles At its special meeting on February 17, 2026, the Finance and Administration Committee voted (3–0) to recommend that the Commission approve a Sixth Amendment to Space Lease with the County of Los Angeles to extend the term for an additional two years to March 31, 2028, with a rent increase and to include Federal Aviation Administration required language. The County currently occupies 2,100 sq. ft. of parking and storage space located at the back of Hangar 35.

Motion Commissioner Quintero moved approval of the Consent Calendar; seconded by Commissioner Lyon.

Motion Approved The motion was approved (8–0, 1 absent).

AYES: Talamantes, Hampton, Quintero, Najarian, Ovrom, Lyon, Wilson, Gabel-Luddy

NOES: None

ABSENT: Asatryan

6. ITEMS FOR COMMISSION APPROVAL

a. First Amendment to Professional Services Agreement – Airport Marketing Consultant Services At its meeting on March 4, 2026, the Executive Committee voted (2–0, 1 absent) to recommend that the Commission approve a First Amendment (“Amendment”) to the FY 2026 Professional Services Agreement with Anyone Collective, LLC for additional services specific to supporting the Authority’s promotion of the opening and operational cutover to the

Replacement Passenger Terminal (“RPT”) in October of this year, and for a one-year extension of the term to ensure the proposed services can be completed without interruption.

The proposed Amendment is specifically to showcase the RPT and transformative changes coming to the Airport. Also included in the Amendment is the development and activation of a brand-new Authority website. The proposed supplemental cost to the Agreement for this effort is a not-to-exceed amount of \$575,000.

Motion

Commissioner Hampton moved approval; seconded by Commissioner Gabel-Luddy.

Motion Approved

The motion was approved (8–0, 1 absent).

AYES: Talamantes, Hampton, Quintero, Najarian, Ovrom, Lyon, Wilson, Gabel-Luddy

NOES: None

ABSENT: Asatryan

b. Preliminary Budget Authorizations for ACE Parking Lease of Additional Buses – Change to Employee Medical Program

At its meeting on March 16, 2026, the Operations and Development Committee moved without recommendation that the Commission approve a preliminary budget authorization to ACE Parking III, LLC for the lease of eight 40-foot CNG shuttle buses.

The projected cost of leasing, staffing and operating these buses for a 12-month period is estimated to be approximately \$4.1 million. Fifty percent of this cost will be the responsibility of the car rental companies located in the RITC. Once it is finalized, this cost will be included into the upcoming FY 2027 budget process and a contract amendment will be presented to formally memorialize the approval.

The Committee also moved without recommendation to the Commission the request from Staff for approval of a change in medical coverage under the Union Medical

Trust Fund. ACE has updated its CBA with Teamster Local 986 specifically for medical coverage under the Union Medical Trust Fund. The cost of this change is estimated to be \$142,920 for the remainder of the FY 2026 (April 1 – June 30, 2026). The upcoming contract amendment includes a formal acceptance of this change to the approved annual budget for ACE's operating expenses.

The Commission requested that Staff return for further discussion regarding the medical coverage issue.

Motion

Commissioner Lyon moved approval to grant preliminary budget authorizations for the lease of eight 40-foot CNG shuttle buses with the amendment to return with more information regarding appropriate budget allocation for the buses; seconded by Commissioner Hampton.

Motion Approved

The motion was approved (5–2, 2 absent).

AYES: Hampton, Quintero, Najarian,
Lyon, Wilson

NOES: Talamantes, Ovrom

ABSENT: Asatryan, Gabel-Luddy

c. First Amendment to Concession Agreement – MCS Burbank LLC

Staff presented to the Commission for approval of a First Amendment of the Concession Agreement with MCS Burbank, LLC ("Amendment"). The Amendment updates several food service concepts by eliminating or replacing existing brands, adds a pop-up concession at the Smash Burgers location, and revises operational requirements related to back-of-house space, minimum capital investment, midterm refurbishments, construction delay damages, and federal compliance provisions.

In addition, the Amendment provides for reimbursement to the Authority for costs incurred on MCS's behalf for underground utility installation and HVAC ductwork, with baseline reimbursement amounts of \$1,044,080 and \$754,143, respectively, subject to adjustment after cost validation.

Motion Commissioner Quintero moved approval; seconded by Commissioner Hampton.

Motion Approved The motion was approved (7–0, 2 absent).

AYES: Talamantes, Hampton, Quintero, Najarian, Ovrom, Lyon, Wilson

NOES: None

ABSENT: Asatryan, Gabel-Luddy

7. ITEMS FOR COMMISSION INFORMATION

a. Replacement Passenger Terminal Project Staff provided an update on the progress of the construction of the Replacement Passenger Terminal and presented a short presentation on “Women in Construction Week.”

8. CLOSED SESSION The meeting convened to Closed Session at 10:21 a.m.

a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(California Government Code Section 54957(b))
Title: Executive Director

Meeting reconvened to Open Session The meeting was reconvened to open session at 11:05 a.m. with five Commissioners present.

Closed Session Report There was nothing to report from the Closed Session.

9. ITEMS PULLED FOR DISCUSSION - None

10. EXECUTIVE DIRECTOR COMMENTS

- Updated the Commission on the continued shutdown of DHS/TSA;
- Informed the Commission that the Airport Fire Department will begin negotiations with TBI regarding a replacement CBA.

11. COMMISSIONER COMMENTS
(Commissioners may make a brief announcement, report on their activities, and request an agenda item for a future meeting.) None

12. PUBLIC COMMENT - Justin, Studio City

13. ADJOURNMENT

The meeting was adjourned at 11:12 a.m.

Adjournment: To April 6, 2026, for the next scheduled meeting of the Burbank-Glendale-Pasadena Airport Authority – 2627 Hollywood Way, SkyRoom.

_____ Jess A. Talamantes, President	_____ Frank Quintero, Secretary
_____ Date	_____ Date

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
APRIL 6, 2026**

**ANNUAL REVIEW AND ADJUSTMENT OF
NOISE VIOLATION FINES**

Prepared by Kyle Porter
Manager, Noise & Environmental Affairs

SUMMARY

In accordance with the annual adjustment of noise violation fines required by Resolution No. 382, at its meeting on March 16, 2026, the Legal, Government and Environmental Affairs Committee voted (3–0) to recommend that the Commission authorize an increase to the noise fines associated with certain restricted operations as detailed in Airport Noise Rules 8 and 9 as described below.

BACKGROUND

Resolution No. 382 was adopted by the Commission on March 20, 2003. It requires noise violation fines contained in Airport Noise Rules 8 and 9 to be adjusted annually for inflation based on percentage changes in the Consumer Price Index (“CPI”). The January index is used to calculate the annual adjustment and the new rates become effective each April 1st.

Rule 8 prohibits the following activities between 10 p.m. and 7 a.m.

- Intersection takeoffs
- “Touch and go” landings
- Maintenance run-ups
- Flight training operations
- Practice approaches

The current first-time violation fine is \$1,947 with fines for subsequent violations at \$2,827.

Rule 9 prohibits the operation of certain “noisy” aircraft (as determined pursuant to FAA classifications) between 10 p.m. and 7 a.m. The current fine for each violation is \$5,663.

The 2012 FAA Modernization and Reform Act required owners/operators of aircraft that weigh less than 75,000 pounds that do not meet FAA Stage 3 noise levels to modify or retire their aircraft by December 31, 2015. This statute has been fully implemented; however, existing Airport Noise Rules include weight limits provided by Gulfstream that are necessary, in addition to Stage 3 hush kits, for their Models G-IIIB and G-III aircraft to be in compliance. Currently there are no Gulfstream III aircraft based out of Hollywood Burbank Airport. However, Rule 9 also applies to all itinerant aircraft operations with this model aircraft.

In calendar year 2025, there were no general aviation operators that violated Rule 9.

JANUARY CPI INDEX LEVEL

The January 2026 CPI for All Urban Consumers in the Los Angeles, Long Beach and Anaheim area is 347.69 according to the U.S. Bureau of Labor Standards. This level represents an approximate increase of 3% when compared to the January 2025 index reading of 337.51. Applying this CPI value to the current fines results in the following revised fines levels for Rule 8 and Rule 9 violations:

- Rule 8: \$2,005 (first violation)
- Rule 8: \$2,912 (subsequent violations)
- Rule 9: \$5,833 (each violation)

RECOMMENDATION

At its meeting on March 16, 2026, the Committee voted (3–0) to recommend that the Commission approve that the monetary fines for violations of Airport Noise Rules 8 and 9 be adjusted as detailed in this staff report.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
APRIL 6, 2026**

**ELECTRIC VERTICAL TAKE-OFF AND LANDING INTEGRATION PILOT PROGRAM
LETTER OF COMMITMENT**

Prepared by
Patrick Lammerding
Deputy Executive Director, Operations, Security, and SMS

SUMMARY

At its meeting on March 16, 2026, the Legal, Government, and Environmental Affairs Committee voted unanimously (3-0) to recommend to the Commission the signing of the letter of commitment, copy attached, to participate in an application to be submitted by the County of Ventura Department of Airports (“Ventura”) for the Federal Aviation Administration’s (FAA) Electric Vertical Take-off and Landing Integration Pilot Program (“eIPP”).

BACKGROUND

A Federal Register Notice was published on September 16, 2025, titled *Notice of the establishment of the Electric Vertical Takeoff and Landing (eVTOL) and Advanced Air Mobility (AAM) Integration Pilot Program (eIPP) and request for proposals*. The eIPP envisions operations to include piloted and unmanned approaches to novel aircraft types in the following areas:

- Air Taxis: Short range, on-demand flying eVTOLs connecting to ground transport, demonstrating reduced noise impacts.
- Longer-range, fixed wing flights moving people in new forms of advanced regional aircraft with capabilities such as short takeoff and landing that could unlock new and more economically viable possibilities in air travel.
- Cargo: Using novel aircraft, including potentially fixed wing aircraft, to provide cargo services.
- Logistics and supply: Demonstrating new airlift and emergency management services, such as eVTOL operations for servicing offshore energy facilities and improving medical transport capabilities with lower costs and impacts on local communities.
- Increasing Automation Safety: Demonstrating safe integration of aircraft with a range of automation technologies designed to enhance safety and/or efficiency in AAM operations.

Activities under the eIPP are intended to accelerate the safe and efficient integration of eVTOL and other AAM operations within the National Airspace System, generate data to inform the

FAA's development of guidance and regulations, foster and leverage public-private partnerships, and provide opportunities to accelerate commercial-use operations.

Ventura is proposing a consortium of their airports, Camarillo ("CMA") and Oxnard ("OXR"), as well as Santa Barbara Airport ("SBA") and Hollywood Burbank Airport ("BUR") to respond to the eIPP Request for Proposals. Ventura is asking for SBA and BUR to sign commitment letters to include in the proposal. The proposal consists of three levels of operations, with BUR being included in the third and final level.

- 1) **First Level**-Initial flight operations between CMA and OXR, distance is approximately 6 miles with significant agricultural lands.
- 2) **Second Level** - Transition to operations from CMA and/or OXR to SBA, which would primarily be over open water and a distance of approximately 45 miles.
- 3) **Third Level**—The most complex flight phase would begin at CMA or OXR to BUR, which would be primarily over the congestion of the Los Angeles basin at a distance of approximately 50 miles.

DETAILS

Ventura will lead this effort by providing resources pertaining to planning, permitting, infrastructure integration, operations, and community engagement. Signing the letter of commitment allows Ventura to demonstrate interest from BUR as one of the other airports named in the eIPP application.

BUDGET IMPACT

There is no budget impact to participate in the eIPP application.

RECOMMENDATION

At its meeting on March 16, 2026, the Legal, Government, and Environmental Affairs Committee voted unanimously (3-0) to recommend the Commission approve the signing of a letter of commitment to participate in an application for the FAA's eIPP led by the County of Ventura Department of Airports.

[INSERT ENTITY LETTERHEAD]

[DATE]

SUBJECT: Letter of Commitment for the Southern California Airport Consortium Response to the Department of Transportation Advanced Air Mobility Electric Vertical Takeoff and Landing Integration Pilot Program

To the Selection Committee:

This Letter of Commitment formally confirms that Hollywood Burbank Airport (BUR) commits to be a partner in the Southern California Airport Consortium (Hollywood Burbank, Camarillo, Oxnard and Santa Barbara Airports) in support of the acceleration of safe and efficient integration of electric vertical takeoff and landing (eVTOL) and advance air mobility (AAM) operations into the National Airspace System. BUR agrees with the Federal Aviation Administration that AAM can achieve the vision of transportation that is more efficient, sustainable, and equitable while creating thousands of great jobs.

We acknowledge that Ventura County Airports will lead this effort by providing resources pertaining to planning, permitting, infrastructure integration, operations, and community engagement.

BUR extends interest and supports the Department of Transportation's eVTOL Integration Pilot Program (eIPP) and proposes that the Southern California Airport Consortium's facilities be considered as ideal sites to support the acceleration of the deployment of eVTOL and other AAM aircraft technologies included in the program.

Camarillo Airport (CMA) and Oxnard Airport (OXR) are located approximately six miles apart, are surrounded by vast agricultural landscape, and are only miles from the Pacific coastline. With close proximity to both BUR (approx. 50 miles) and Santa Barbara Airport (SBA) (approx. 45 miles), these are optimal facilities for a coordinated effort to establish approved airspace corridors/Certificate of Authorization for eVTOL and AAM testing.

Our team's vision is to establish a three-step approach (crawl, walk and run) for eVTOL and AAM cargo operational testing, which would begin with:

- 1) First Level-Initial flight operations between CMA and OXR, distance is approximately 6 miles with significant agricultural lands.
- 2) Second Level - Transition to operations from CMA and or OXR to SBA, which would primarily be over open water and a distance of approximately 45 miles.

- 3) Third Level—The most complex flight phase would begin at CMA or OXR to BUR, which would be primarily over the congestion of the Los Angeles basin at a distance of approximately 50 miles.

BUR and this partnership offer a multitude of available infrastructural assets to support the integration of eVTOL and AAM technologies into the National Airspace System and include:

1. Established partnership with the University of Alaska, Fairbanks – The Ventura County Department of Airports has an existing partnership with the Alaska Center for Unmanned Aircraft Systems Integration, which provides an immediate gateway for the development of testing sites for eVTOL and AAM aircraft technologies.
2. Existing Infrastructure – The infrastructure at BUR, CMA, OXR and SBA supports the immediate integration and operation of eVTOL and AAM cargo technologies.
3. Community Engagement – All partners have existing and experienced community relations teams in place. With a commitment to solicit businesses and operations focused on environmental sustainability, the Ventura County Department of Airports has received positive feedback from the public regarding the integration of eVTOL technologies into the local airspace.
4. Additional Partnerships: This Consortium has established relationships with city and county development/permitting partners. They have also established relationships with regional workforce development and outreach to public and private companies, with a specific focus on the support of bringing AAM technologies to this area.

BUR is fully prepared and committed to support the Southern California Airport Consortium in the execution of the eIPP objectives.

Sincerely,

Patrick Lammerding

Deputy Executive Director, Operations, Security, and SMS

Hollywood Burbank Airport (BUR)



April 6, 2026

Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505

Dear Commissioners:

The attached report, covering the month of December 2025, fulfills the legal requirements of the California Code and our Investment Policy. Based on projected income and expenses, as well as investment liquidity, there will be sufficient funds available to meet the needs of the Airport Authority for the six month period following the date of the attached report.

Sincerely,

[To be signed]

Tyron Hampton
Treasurer

Attachments

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE SUMMARY
MONTH AND SIX MONTHS ENDED DECEMBER 31, 2025

Introduction:

The Treasurer's Report includes the Authority's month-end summary of investments and investment activity, and the Schedule of Cash Receipts and Disbursements ("Schedule"), which represents the cash basis activity for the month and fiscal-year-to-date ("FYTD") compared to the allocation of the annual adopted budget. As this Schedule is on a cash basis, cash timing differences may contribute to budget variances. The purpose of this report is to provide monthly updates on how the Authority's cash transaction activities are tracking to the adopted budget, and to provide insight to the Authority's change in liquidity each month. In summary, FYTD December 2025 financial activity is tracking favorably to the budget.

Below are the most significant highlights of activities for the month and FYTD ended December 2025.

Passenger Activity:

Passenger activity decreased by 10.05% FYTD December when compared to the same period last year, primarily due to a reduction in air service. When compared to the budget assumption FYTD December, passenger activity was unfavorable by 4.56%. However, overall financial performance FYTD December remains positive to budget.

Operating Activities:

- 1) Operating revenues exceed the FYTD December budget by \$1,567,330 on the cash basis and \$2,012,345 on the full accrual basis.
- 2) Operating expenses are within budgeted parameters.
- 3) Net increase in cash from operating activities FYTD December is \$12,278,751 and positive to budget by \$5,543,010.

Non-RPT Facility Improvement Program:

- 1) Payments related to the Taxiway A/C Extension Design and Part 150 Noise Study update projects comprised the majority of December's non-RPT capital cash disbursements.
- 2) There were PFC drawdowns totaling \$4,092,321 in December related to the Runway/Taxiway Shoulder Rehabilitation and Part 150 Noise Study update projects. There were no federal grant drawdowns in the month of December for non-RPT projects.

RPT Activities:

- 1) Payments totaling \$47,743,896 were made in December to HPTJV, including retention payment to respective escrow account.
- 2) 2024 Bond draws for eligible RPT expenditures of \$24,720,868 were received in December.
- 3) The majority of FYTD December expenditures are related to Holder Pankow JV, Jacobs Project Management Co. and the City of Burbank Water and Power Aid-In-Construction payments for the community substation, totaling \$323,478,234, or 99% of the total FYTD December RPT expenditures.
- 4) On a cash basis, expenditures are below budget due to the timing of when invoices are received and paid. Overall, the RPT project is on budget and on schedule.

Summary:

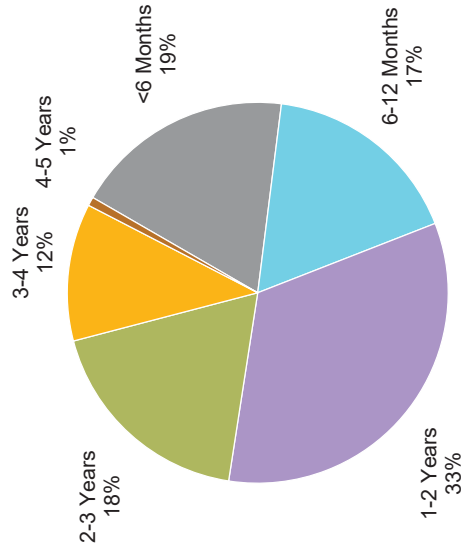
December 2025 activities resulted in a net cash decrease of \$17,882,188 for the month and a net decrease of \$43,984,054 FYTD December, primarily due to the timing of cash disbursements and reimbursements related to the RPT project. However, overall FYTD December cash flows remain positive to budget by \$14,727,366.

Operating Portfolio investment guidelines conformance

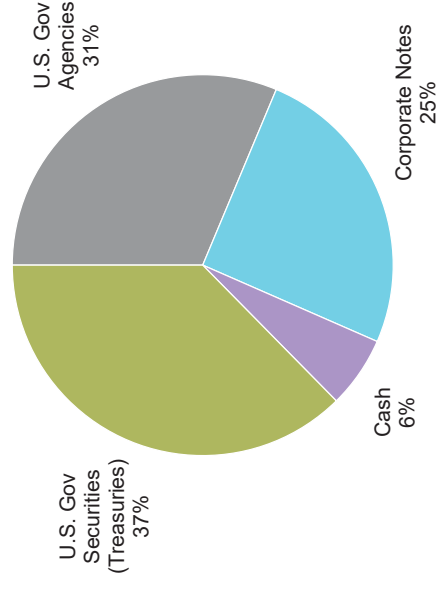
As of December 31, 2025

	Legal max maturity	Actual max maturity	Policy maximum	Policy actual
U.S. Gov Agencies	5 Years	4.04 Years	70%	31%
Corporate Notes	5 Years	4.29 Years	30%	25%
LAIF	N/A	N/A	\$20mil	N/A
Bankers Acceptance	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	6%
U.S. Gov Securities (Treasuries)	5 Years	3.25 Years	No limit	37%

Maturity distribution



Sector allocation

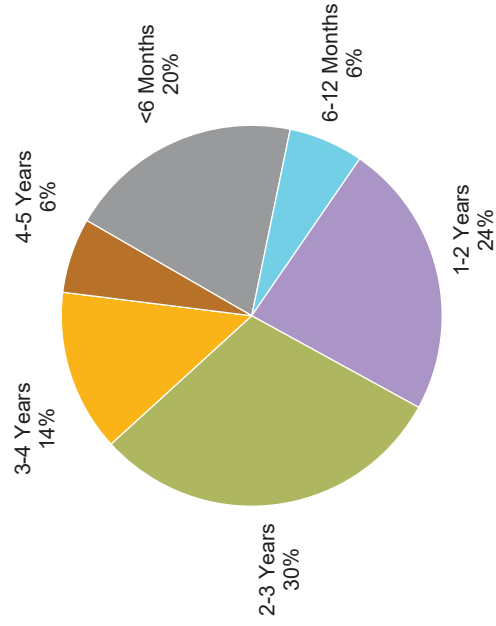


Source: Aladdin
There is no guarantee that the investment objective will be achieved or that return expectations will be met.

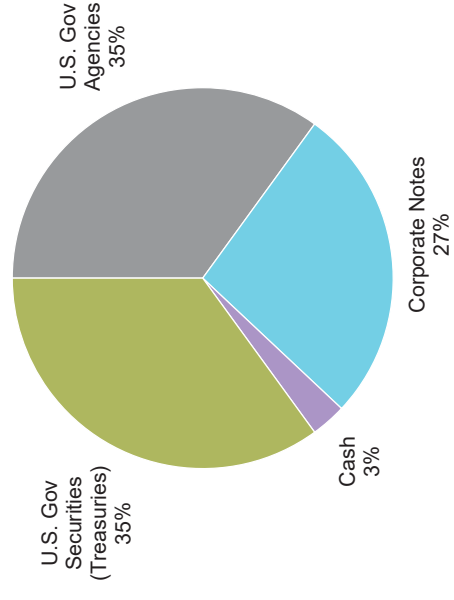
PFC Portfolio investment guidelines conformance As of December 31, 2025

	Legal max maturity	Actual max maturity	Policy maximum	Policy actual
U.S. Gov Agencies	5 Years	3.71 Years	70%	35%
Corporate Notes	5 Years	4.29 Years	30%	27%
LAIF	N/A	N/A	\$20mil	N/A
Bankers Acceptance	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	3%
U.S. Gov Securities (Treasuries)	5 Years	2.84 Years	No limit	35%

Maturity distribution



Sector allocation



Source: Aladdin
There is no guarantee that the investment objective will be achieved or that return expectations will be met.

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 12/31/25

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
12/31/25	Dreyfus Treasury	BAX9MM47	0.000	12/31/25	12/31/25	\$ 15,490,178	\$ 15,490,178	100.00	\$ 15,490,178	\$ -	3.63%	0	5.99%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	1,784,000	1,840,277	99.99	1,783,876	(56,401)	3.67%	15	0.69%
09/10/24	Bank of New York Mellon	06406RBX4	4.890	07/21/28	01/22/26	2,550,000	2,594,449	101.52	2,588,753	(5,696)	4.12%	22	1.00%
01/19/23	FHLB	3130AKQX7	0.700	01/28/26	01/28/26	1,750,000	1,582,610	99.77	1,745,955	163,345	3.78%	28	0.68%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	02/04/26	2,750,000	2,466,041	99.72	2,742,203	276,162	4.33%	35	1.06%
12/23/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	10,000,000	9,073,164	99.48	9,947,656	874,492	3.72%	59	3.85%
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	3,900,000	3,541,043	99.52	3,881,200	340,157	3.68%	64	1.50%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	1,975,000	1,990,956	99.53	1,965,787	(25,169)	3.93%	69	0.76%
02/17/23	FHLB	3130AUU36	4.130	03/13/26	03/13/26	7,250,000	7,189,318	100.08	7,255,728	66,410	3.66%	72	2.81%
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	04/01/26	1,500,000	1,470,312	99.93	1,498,946	28,634	4.00%	91	0.58%
03/31/25	US Bank NA	90331HPP2	4.510	10/22/27	04/22/26	2,600,000	2,597,087	100.40	2,610,342	13,255	4.19%	112	1.01%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	1,625,000	1,672,301	99.55	1,617,659	(54,642)	3.96%	121	0.63%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	1,000,000	1,051,761	98.81	988,078	(63,683)	3.63%	254	0.38%
01/07/25	FHLB	3130AWTQ3	4.630	09/11/26	09/11/26	3,250,000	3,266,283	100.66	3,271,602	5,319	3.64%	254	1.27%
12/17/24	FHLB	3130A2VE3	3.000	09/11/26	09/11/26	6,000,000	5,883,818	99.56	5,973,894	90,076	3.64%	254	2.31%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	1,225,000	1,140,325	98.87	1,211,097	70,772	3.89%	258	0.47%
03/01/23	PepsiCo Inc	713448DN5	2.380	10/06/26	10/06/26	1,100,000	1,012,440	98.97	1,088,721	76,281	3.75%	279	0.42%
07/15/25	Treasury Note	91282CL58	4.130	10/31/26	10/31/26	4,000,000	4,001,563	100.43	4,017,031	15,468	3.60%	304	1.55%
02/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	10,000,000	9,353,945	98.68	9,867,969	514,024	3.55%	319	3.82%
06/28/23	Duke Energy Carolinas	26442CAS3	2.950	12/01/26	12/01/26	1,000,000	944,820	99.31	993,051	48,231	3.73%	335	0.38%
01/13/22	FHLB	3130A9Y11	2.130	12/11/26	12/11/26	3,800,000	3,910,846	98.68	3,749,947	(160,899)	3.55%	345	1.45%
06/30/25	Treasury Note	91282CME8	4.250	12/31/26	12/31/26	10,000,000	10,057,813	100.70	10,070,313	12,500	3.53%	365	3.89%
03/17/25	FHLB	3130B5K64	4.000	03/10/27	03/10/27	600,000	599,436	100.51	603,061	3,625	3.56%	434	0.23%
01/31/23	Treasury Note	912828ZE3	0.630	03/31/27	03/31/27	10,000,000	8,842,266	96.55	9,654,688	812,422	3.48%	455	3.73%
05/11/23	Chevron Corp	166764BX7	2.300	05/11/27	05/11/27	2,125,000	1,963,472	97.82	2,078,652	115,180	3.65%	496	0.80%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	10,000,000	8,761,016	95.70	9,569,531	808,515	3.47%	546	3.70%
09/10/24	Honeywell International Inc	438516CX2	4.650	07/30/27	07/30/27	2,000,000	2,044,680	101.28	2,025,504	(19,176)	3.81%	576	0.78%
09/11/24	Procter & Gamble Co	742718EV7	2.850	08/11/27	08/11/27	2,100,000	2,047,647	98.86	2,075,979	28,332	3.59%	588	0.80%
09/10/24	Meta Platforms Inc	30303M8G0	3.500	08/15/27	08/15/27	2,050,000	2,033,992	99.82	2,046,348	12,356	3.61%	592	0.79%
11/07/25	FFCB	3133ETVJ3	3.630	08/27/27	08/27/27	7,630,000	7,637,935	100.15	7,641,483	3,548	3.53%	604	2.96%
09/11/24	Alabama Power Company	010392FY9	3.750	09/01/27	09/01/27	1,550,000	1,543,521	100.06	1,550,891	7,370	3.71%	609	0.60%
09/10/24	FNMA	3135G0Y55	0.750	10/08/27	10/08/27	10,800,000	9,946,364	95.33	10,295,756	349,392	3.49%	646	3.98%
02/15/23	UnitedHealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	2,100,000	1,960,394	98.60	2,070,692	110,298	3.76%	653	0.80%
11/07/25	FFCB	3133ETM95	3.380	10/27/27	10/27/27	2,750,000	2,740,788	99.76	2,743,292	2,504	3.51%	665	1.06%
09/17/24	Treasury Note	91282CAU5	0.500	10/31/27	10/31/27	10,000,000	9,128,184	94.77	9,476,953	348,769	3.47%	669	3.66%
05/15/25	General Dynamics Corporation	369550AZ1	2.630	11/15/27	11/15/27	1,950,000	1,876,427	98.30	1,916,753	40,326	3.57%	684	0.74%
12/17/24	Treasury Note	91282CLX7	4.130	11/15/27	11/15/27	10,000,000	9,972,656	101.16	10,116,016	143,360	3.48%	684	3.91%
09/17/24	FHLB	3130ATU54	4.250	12/10/27	12/10/27	9,055,000	9,143,342	101.39	9,181,043	37,701	3.50%	709	3.55%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 12/31/25

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
01/22/25	PNC Bank NA	69353RFJ2	3.250	01/22/28	01/22/28	2,000,000	1,917,900	98.95	1,979,017	61,117	3.78%	752	0.77%
01/12/25	FFCB	3133ERZ46	4.250	01/28/28	01/28/28	7,100,000	7,065,127	101.41	7,200,117	134,990	3.54%	758	2.78%
09/11/24	PepsiCo Inc	713448FL7	3.600	02/18/28	02/18/28	1,000,000	994,150	99.76	997,559	3,409	3.72%	779	0.39%
05/13/25	Caterpillar Financial Services	14913UAY6	4.400	03/03/28	03/03/28	2,000,000	2,002,080	101.14	2,022,810	20,730	3.85%	793	0.78%
11/07/25	FHLB	3130ATSS7	4.500	03/10/28	03/10/28	1,500,000	1,531,335	101.95	1,529,305	(2,030)	3.56%	800	0.59%
04/01/25	Florida Power & Light Company	341081GK7	5.050	04/01/28	04/01/28	1,200,000	1,224,312	102.59	1,231,134	6,822	3.83%	822	0.48%
12/17/24	Treasury Note	91282CBZ3	1.250	04/30/28	04/30/28	10,000,000	9,070,313	95.02	9,501,563	431,250	3.49%	851	3.67%
05/20/25	Qualcomm Incorporated	747525BN2	1.300	05/20/28	05/20/28	1,900,000	1,747,582	94.39	1,793,342	45,760	3.78%	871	0.69%
12/17/24	Treasury Note	91282CCR0	1.000	07/31/28	07/31/28	10,000,000	8,919,207	93.86	9,385,938	466,731	3.51%	943	3.63%
09/10/24	Citibank NA	17325FBB3	5.800	09/29/28	09/29/28	2,600,000	2,754,524	104.92	2,728,040	(26,484)	3.89%	1003	1.05%
04/24/25	Treasury Note	91282CDF5	1.380	10/31/28	10/31/28	5,000,000	4,599,023	94.24	4,712,109	113,086	3.53%	1035	1.82%
09/10/24	AbbVie Inc	00287YBF5	4.250	11/14/28	11/14/28	2,000,000	2,027,680	101.12	2,022,369	(5,311)	3.83%	1049	0.78%
02/11/25	Merck & Co Inc	58933YBD6	1.900	12/10/28	12/10/28	2,300,000	2,081,981	94.82	2,180,818	98,837	3.78%	1075	0.84%
06/16/25	Cisco Systems Inc	17275RBR2	4.850	02/26/29	02/26/29	1,475,000	1,502,922	102.71	1,514,921	11,999	3.93%	1153	0.59%
02/25/25	Union Pacific Corporation	907818FB9	3.700	03/01/29	03/01/29	2,000,000	1,938,480	99.31	1,986,290	47,810	3.93%	1156	0.77%
05/28/25	Pfizer Inc	717081ET6	3.450	03/15/29	03/15/29	2,100,000	2,034,585	98.90	2,076,818	42,233	3.82%	1170	0.80%
09/17/24	Target Corporation	87612EBH8	3.380	04/15/29	04/15/29	2,000,000	1,964,920	98.27	1,965,438	518	3.94%	1201	0.76%
01/21/25	Wisconsin Electric Power Company	976656CQ9	5.000	05/15/29	05/15/29	1,550,000	1,560,680	103.12	1,598,365	37,685	4.00%	1231	0.62%
04/29/25	FNMA Benchmark Note	31359MEU3	6.250	05/15/29	05/15/29	5,750,000	6,288,229	108.36	6,230,611	(57,618)	3.59%	1231	2.41%
11/13/25	John Deere Capital Corp	24422EXT1	4.850	06/11/29	06/11/29	2,000,000	2,054,499	102.89	2,057,831	3,332	3.94%	1258	0.80%
03/17/25	Chubb InA Holdings Inc	171239AL0	4.650	08/15/29	08/15/29	2,000,000	2,007,139	102.31	2,046,266	39,127	3.96%	1323	0.79%
03/06/25	Exxon Mobil Corp	30231GBE1	2.440	08/16/29	08/16/29	2,300,000	2,129,477	95.61	2,199,134	69,657	3.74%	1324	0.85%
04/14/25	FHLMC Reference Note	3134A3U46	6.750	09/15/29	09/15/29	7,300,000	8,097,393	110.72	8,082,230	(15,163)	3.63%	1354	3.13%
04/15/25	Home Depot Inc	437076CB6	2.700	04/15/30	04/15/30	2,000,000	1,832,819	94.64	1,892,782	59,963	4.07%	1566	0.73%
	Subtotal					\$ 258,334,178	\$ 249,719,827	\$	\$ 256,341,435	\$ 6,621,608	3.63%	581	99.13%
	Local Agency Investment Fund (LAIF)					2,246,308	2,246,308	100.19	2,250,642	4,334	4.03%	244	0.87%
	Subtotal					\$ 260,580,486	\$ 251,966,135	\$	\$ 258,592,077	\$ 6,625,942	3.64%	578	100.00%
	Operating Bank Balance						7,523,821						
	TOTAL						\$ 259,489,956						

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Purchases - Maturities - Sales
As of 12/31/25

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Purchase Cost	Prepaid Interest
TOTAL PURCHASES									\$ - \$

MATURITIES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Purchase Cost	Gain / (Loss)
TOTAL MATURITIES									\$ - \$

SALES / REDEMPTIONS / DELIVERS

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Purchase Cost	Sale Amount	Gain / (Loss)
TOTAL SALES / REDEMPTIONS / DELIVERS										\$ - \$

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
12/01/25-12/31/25

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME											
Lockheed Martin Corporation	NOTE	539890BH1	3.550	01/15/26	23,925.42	-	-	29,203.09	5,277.67	(979.50)	4,298.17
FHLB	NOTE	3130AKQX7	0.700	01/28/26	4,185.42	-	-	5,206.25	1,020.83	4,615.53	5,636.36
Treasury Note	NOTE	91282CBQ3	0.500	02/28/26	12,707.18	-	-	16,988.95	4,281.77	27,765.46	32,047.23
FHLB	NOTE	3130ALHH0	0.960	03/05/26	8,944.00	-	-	12,064.00	3,120.00	9,572.19	12,692.19
Prudential Financial Inc	NOTE	74432QCH6	1.500	03/10/26	6,665.63	-	-	9,134.38	2,468.75	(185.28)	2,283.47
FHLB	NOTE	3130AUU36	4.130	03/13/26	64,796.88	-	-	89,718.75	24,921.87	1,651.97	26,573.84
Loews Corporation	NOTE	540424AS7	3.750	04/01/26	9,375.00	-	-	14,062.50	4,687.50	873.02	5,560.52
Sierra Pacific Power	NOTE	826418BM6	2.600	05/01/26	3,520.83	-	-	7,041.67	3,520.84	(841.90)	2,678.94
FHLB	NOTE	3130A8XY4	1.880	09/11/26	4,166.67	-	-	5,729.17	1,562.50	(864.12)	698.38
FHLB	NOTE	3130AWTQ3	4.630	09/11/26	33,402.78	-	-	45,928.82	12,526.04	(810.07)	11,715.97
FHLB	NOTE	3130A2VE3	3.000	09/11/26	40,000.00	-	-	55,000.00	15,000.00	5,846.01	20,846.01
Public Service Electric And Gas	NOTE	74456QBR6	2.250	09/15/26	5,818.75	-	-	8,115.63	2,296.88	2,122.83	4,419.71
PepsiCo Inc	NOTE	713448DN5	2.380	10/06/26	3,991.32	-	-	6,168.40	2,177.08	2,031.55	4,208.63
Treasury Note	NOTE	91282CLS8	4.130	10/31/26	14,129.83	-	-	28,259.67	14,129.84	(102.62)	14,027.22
Treasury Note	NOTE	912828U24	2.000	11/15/26	8,839.78	-	-	25,966.85	17,127.07	15,173.30	32,300.37
Duke Energy Carolinas	NOTE	26442CAS3	2.950	12/01/26	-	-	-	2,458.33	2,458.33	1,344.76	3,803.09
FHLB	NOTE	3130A9YY1	2.130	12/11/26	38,131.94	40,375.00	-	4,486.11	6,729.17	(1,881.94)	4,847.23
Treasury Note	NOTE	91282CME8	4.250	12/31/26	178,825.14	212,500.00	-	2,335.16	36,010.02	(3,270.42)	32,739.60
FHLB	NOTE	3130B5K64	4.000	03/10/27	5,400.00	-	-	7,400.00	2,000.00	23.76	2,023.76
JP Morgan Chase & CO	NOTE	46647PBW5	1.040	02/04/27	9,295.00	-	-	11,678.33	2,383.33	6,237.20	8,620.53
Treasury Note	NOTE	912828ZE3	0.630	03/31/27	10,645.60	-	-	15,988.41	5,322.81	24,443.73	29,766.54
Chevron Corp	NOTE	166764BX7	2.300	05/11/27	2,355.21	-	-	5,888.02	3,532.81	3,477.14	7,009.95
Treasury Note	NOTE	912828ZV5	0.500	06/30/27	20,923.91	25,000.00	-	138.12	4,214.21	25,052.17	29,266.38
Honeywell International Inc	NOTE	438516CX2	4.650	07/30/27	31,258.33	-	-	39,008.33	7,750.00	(1,290.09)	6,459.91
Procter & Gamble Co	NOTE	742718EV7	2.850	08/11/27	18,287.50	-	-	23,275.00	4,987.50	1,497.23	6,484.73
Meta Platforms Inc	NOTE	30303M8G0	3.500	08/15/27	21,126.39	-	-	27,105.56	5,979.17	455.71	6,434.88
FFCB	NOTE	3133ETVJ3	3.630	08/27/27	72,220.07	-	-	95,269.03	23,048.96	(367.94)	22,681.02
Alabama Power Company	NOTE	010392FY9	3.750	09/01/27	14,531.25	-	-	19,675.00	4,843.75	181.82	5,025.57
FNMA	NOTE	3135G05Y5	0.750	10/08/27	11,925.00	-	-	18,375.00	6,750.00	23,133.76	29,883.76
UnitedHealth Group Inc	NOTE	91324PDE9	2.950	10/15/27	7,915.83	-	-	13,078.33	5,162.50	2,598.28	7,760.78
US Bank NA	NOTE	90331HPP2	4.510	10/22/27	12,694.72	-	-	22,459.88	9,765.16	95.27	9,860.43
FFCB	NOTE	3133ETM95	3.380	10/27/27	8,765.63	-	-	16,500.00	7,734.37	390.91	8,125.28
Treasury Note	NOTE	91282CAU5	0.500	10/31/27	4,281.77	-	-	8,563.54	4,281.77	23,748.95	28,030.72
General Dynamics Corporation	NOTE	369550AZ1	2.630	11/15/27	2,275.00	-	-	6,540.63	4,265.63	2,455.18	6,720.81
Treasury Note	NOTE	91282CLX7	4.130	11/15/27	18,232.04	-	-	53,556.63	35,324.59	798.17	36,122.76

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
12/01/25-12/31/25

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FHLB	NOTE	3130ATUS4	4.250	12/10/27	182,797.81	192,418.75	-	22,448.85	32,069.79	(2,283.16)	29,786.63
PNC Bank NA	NOTE	69353RFJ2	3.250	01/22/28	23,291.67	-	-	28,708.33	5,416.66	2,282.67	7,699.33
FFCB	NOTE	3133ERZ46	4.250	01/28/28	103,097.92	-	-	128,243.75	25,145.83	982.33	26,128.16
PepsiCo Inc	NOTE	713448FL7	3.600	02/18/28	10,300.00	-	-	13,300.00	3,000.00	141.99	3,141.99
Caterpillar Financial Services	NOTE	14913UAY6	4.400	03/03/28	21,511.11	-	-	28,844.44	7,333.33	(61.84)	7,271.49
FHLB	NOTE	3130ATS57	4.500	03/10/28	15,187.50	-	-	20,812.50	5,625.00	(1,119.11)	4,505.89
Florida Power & Light Company	NOTE	341081GK7	5.050	04/01/28	10,100.00	-	-	15,150.00	5,050.00	(675.96)	4,374.04
Treasury Note	NOTE	91282CBZ3	1.250	04/30/28	10,704.42	-	-	21,408.84	10,704.42	23,450.21	34,154.63
Qualcomm Incorporated	NOTE	747525BN2	1.300	05/20/28	754.72	-	-	2,813.06	2,058.34	4,237.76	6,296.10
Bank of New York Mellon	NOTE	06406RBX4	4.890	07/21/28	45,028.75	-	-	55,420.00	10,391.25	(980.60)	9,410.65
Treasury Note	NOTE	91282CCR0	1.000	07/31/28	33,423.91	-	-	41,847.83	8,423.92	25,816.90	34,240.82
Citibank NA	NOTE	17325FBB3	5.800	09/29/28	25,984.54	-	-	38,557.71	12,573.17	(3,218.07)	9,355.10
Treasury Note	NOTE	91282CDF5	1.380	10/31/28	5,887.43	-	-	11,774.86	5,887.43	9,673.36	15,560.79
AbbVie Inc	NOTE	00287YBF5	4.250	11/14/28	4,013.89	-	-	11,097.22	7,083.33	(552.50)	6,530.83
Merck & Co Inc	NOTE	58933YBD6	1.900	12/10/28	20,757.50	21,850.00	-	2,549.17	3,641.67	4,752.24	8,393.91
Cisco Systems Inc	NOTE	17275RBR2	4.850	02/26/29	18,877.95	-	-	24,839.41	5,961.46	(630.29)	5,331.17
Union Pacific Corporation	NOTE	907818FB9	3.700	03/01/29	18,500.00	-	-	24,666.67	6,166.67	1,277.23	7,443.90
Pfizer Inc	NOTE	717081ET6	3.450	03/15/29	15,295.00	-	-	21,332.50	6,037.50	1,436.64	7,474.14
Target Corporation	NOTE	87612EBH8	3.380	04/15/29	8,625.00	-	-	14,250.00	5,625.00	638.98	6,263.98
Wisconsin Electric Power Company	NOTE	976656CQ9	5.000	05/15/29	3,444.44	-	-	9,902.78	6,458.34	(206.30)	6,252.04
FNMA Benchmark Note	NOTE	31359MEU3	6.250	05/15/29	15,972.22	-	-	45,920.14	29,947.92	(1,097.50)	18,850.42
John Deere Capital Corp	NOTE	24422EXT1	4.850	06/11/29	45,805.56	48,500.00	-	5,388.89	8,083.33	(1,270.40)	6,812.93
Chubb InA Holdings Inc	NOTE	171239AL0	4.650	08/15/29	27,383.33	-	-	35,133.33	7,750.00	(134.97)	7,615.03
Exxon Mobil Corp	NOTE	30231GBE1	2.440	08/16/29	16,368.33	-	-	21,045.00	4,676.67	3,199.29	7,875.96
FHLMC Reference Note	NOTE	3134A3U46	6.750	09/15/29	104,025.00	-	-	145,087.50	41,062.50	(15,055.74)	26,006.76
Home Depot Inc	NOTE	437076CB6	2.700	04/15/30	6,900.00	-	-	11,400.00	4,500.00	2,787.88	7,287.88
Subtotal					\$ 1,527,597.82	\$ 540,643.75	\$ -	\$ 1,554,290.32	\$ 567,336.25	\$ 218,383.06	\$ 785,719.31
CASH EQUIVALENTS											
Dreyfus Treasury					-	63,425.22	-	-	63,425.22	-	63,425.22
Subtotal					\$ -	\$ 63,425.22	\$ -	\$ -	\$ 63,425.22	\$ -	\$ 63,425.22
LAIF											
Local Agency Investment Fund					132,380.97	-	-	179,204.70	46,823.73	-	46,823.73
TOTAL					\$ 1,659,978.79	\$ 604,068.97	\$ -	\$ 1,733,495.02	\$ 677,585.20	\$ 218,383.06	\$ 895,968.26

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 12/31/25

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
12/31/25	Dreyfus Trisy Sec CM Investor	BAX99MMA7	0.000	12/31/25	12/31/25	\$ 2,326,262	\$ 2,326,262	100.00	\$ 2,326,262	\$ -	3.63%	0	3.35%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	415,000	432,814	99.99	414,971	(17,843)	3.67%	15	0.60%
03/18/25	Bank of New York Mellon	06406RBX4	4.890	07/21/28	01/22/26	550,000	553,801	101.52	558,358	4,557	4.12%	22	0.80%
01/19/23	FHLB	3130AKQX7	0.700	01/28/26	01/28/26	1,050,000	949,566	99.77	1,047,573	98,007	3.78%	28	1.51%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	02/04/26	700,000	630,509	99.72	698,015	67,506	4.33%	35	1.01%
10/20/25	State Street Corp	85747TCN1	4.530	02/20/29	02/20/26	550,000	557,348	101.30	557,134	(214)	4.14%	51	0.80%
12/06/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	3,000,000	2,831,668	99.48	2,984,297	152,629	3.72%	59	4.30%
06/20/23	FFCB	3133EPCF0	4.500	03/02/26	03/02/26	2,000,000	2,003,788	100.12	2,002,448	(1,340)	3.72%	61	2.89%
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	900,000	817,164	99.52	895,662	78,498	3.68%	64	1.29%
08/30/21	Prudential Financial Inc	74432QC6	1.500	03/10/26	03/10/26	450,000	455,338	99.53	447,901	(7,437)	3.93%	69	0.65%
02/17/23	FHLB	3130AUU36	4.130	03/13/26	03/13/26	1,250,000	1,239,538	100.08	1,250,988	11,450	3.68%	72	1.80%
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	04/01/26	375,000	369,385	99.93	374,737	5,352	4.00%	91	0.54%
10/20/25	Morgan Stanley	61748UAK8	4.130	10/18/29	04/22/26	625,000	625,200	99.95	624,700	(500)	4.27%	112	0.90%
03/19/25	US Bank NA	90331HPP2	2.950	10/22/27	04/22/26	625,000	623,150	100.40	627,486	4,336	4.19%	112	0.90%
07/21/26	FNMA	3135G0K36	2.130	04/24/26	04/24/26	982,000	967,015	99.52	977,315	10,300	3.65%	114	1.41%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	450,000	463,125	99.55	447,967	(15,158)	3.96%	121	0.65%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	300,000	315,528	98.81	296,423	(19,105)	3.63%	254	0.43%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	300,000	279,264	98.87	296,595	17,331	3.89%	258	0.43%
03/01/23	Pepsico Inc	713448DN5	2.380	10/06/26	10/06/26	450,000	414,180	98.97	445,386	31,206	3.75%	279	0.64%
05/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	2,100,000	1,986,469	98.68	2,072,273	85,804	3.55%	319	2.99%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	700,000	720,419	98.68	690,780	(29,639)	3.55%	345	1.00%
04/14/25	FHLB	3130B5K64	4.000	03/10/27	03/10/27	1,500,000	1,503,375	100.51	1,507,653	4,278	3.56%	434	2.17%
01/31/23	Treasury Note	912828ZE3	0.630	03/31/27	03/31/27	3,750,000	3,401,865	96.55	3,620,508	218,643	3.48%	455	5.22%
05/11/23	Chevron Corp	166764BX7	2.000	05/11/27	05/11/27	475,000	442,086	97.82	464,640	22,554	3.65%	496	0.67%
10/20/25	Burlington Northern Santa Fe	12189LBA8	3.250	06/15/27	06/15/27	525,000	521,624	99.36	521,658	34	3.70%	531	0.75%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	4,000,000	3,659,385	95.70	3,827,812	168,427	3.47%	546	5.52%
03/18/25	Procter & Gamble Co	742718EV7	2.850	08/11/27	08/11/27	575,000	557,532	98.86	568,423	10,891	3.59%	588	0.82%
03/18/25	Meta Platforms Inc	30303M8G0	3.500	08/15/27	08/15/27	550,000	540,447	99.82	549,020	8,573	3.61%	592	0.79%
11/07/25	FFCB	3133ETVJ3	3.630	08/27/27	08/27/27	3,150,000	3,153,276	100.15	3,154,741	1,465	3.53%	604	4.55%
03/18/25	Alabama Power Company	010392FY9	3.750	09/01/27	09/01/27	425,000	417,822	100.06	425,244	7,422	3.71%	609	0.61%
02/15/23	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	550,000	512,972	98.60	542,324	29,352	3.76%	653	0.78%
05/15/25	General Dynamics Corporation	369550AZ1	2.630	11/15/27	11/15/27	550,000	529,249	98.30	540,623	11,374	3.57%	684	0.78%
03/20/25	Treasury Note	91282CMF5	4.250	01/15/28	01/15/28	4,000,000	4,036,861	101.49	4,059,688	22,827	3.49%	745	5.85%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 12/31/25

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
03/18/25	PNC Bank NA	39353RFJ2	3.250	01/22/28	01/22/28	550,000	531,361	98.95	544,230	12,869	3.78%	752	0.78%
03/18/25	Pepsico Inc	713448FL7	3.600	02/18/28	02/18/28	125,000	122,811	99.76	124,695	1,884	3.72%	779	0.18%
03/20/25	FFCB	3133ER4Q1	4.250	02/24/28	02/24/28	3,500,000	3,527,790	101.42	3,549,623	21,833	3.56%	785	5.11%
05/13/25	Caterpillar Financial Services	14913UAY6	4.400	03/03/28	03/03/28	525,000	525,546	101.14	530,988	5,442	3.85%	793	0.77%
03/18/25	FHLB	3130ATS57	4.500	03/10/28	03/10/28	3,500,000	3,545,465	101.95	3,568,378	22,913	3.56%	800	5.14%
04/01/25	Florida Power & Light CO	341081GK7	5.050	04/01/28	04/01/28	400,000	408,104	102.59	410,378	2,274	3.83%	822	0.59%
05/20/25	Qualcomm Incorporated	747525BN2	1.300	05/20/28	05/20/28	500,000	459,890	94.39	471,932	12,042	3.78%	871	0.68%
10/20/25	FFCB	3133ERGL9	4.500	06/07/28	06/07/28	485,000	497,047	102.21	495,706	(1,341)	3.54%	889	0.71%
03/18/25	Public Service Electric And Gas	74456QB3	3.650	09/01/28	09/01/28	150,000	145,974	99.25	148,869	2,895	3.95%	975	0.21%
09/17/24	Citibank NA	17325FBB3	5.800	09/29/28	09/29/28	615,000	646,834	104.92	645,286	(1,548)	3.89%	1003	0.93%
03/18/25	Treasury Note	91282CDF5	1.380	10/31/28	10/31/28	4,000,000	3,644,531	94.24	3,769,688	125,157	3.53%	1035	5.43%
03/18/25	Abbvie Inc	00287YBF5	4.250	11/14/28	11/14/28	550,000	546,865	101.12	556,152	9,287	3.83%	1049	0.80%
10/20/25	FHLB	3130AXQK7	4.750	12/08/28	12/08/28	300,000	310,872	103.21	309,644	(1,228)	3.59%	1073	0.45%
03/18/25	Merck & Co Inc	58933YBD6	1.900	12/10/28	12/10/28	600,000	549,204	94.82	568,909	19,705	3.78%	1075	0.82%
06/16/25	Cisco Systems Inc	17275RBR2	4.850	02/26/29	02/26/29	525,000	534,938	102.71	539,209	4,271	3.93%	1153	0.78%
03/18/25	Union Pacific Corporation	907818FB9	3.700	03/01/29	03/01/29	550,000	534,221	99.31	546,230	12,009	3.93%	1156	0.79%
05/28/25	Pfizer Inc	717081ET6	3.450	03/15/29	03/15/29	575,000	557,089	98.90	568,652	11,563	3.82%	1170	0.82%
03/20/25	Treasury Note	91282CEE7	2.380	03/31/29	03/31/29	4,000,000	3,769,439	96.40	3,855,938	86,499	3.56%	1186	5.56%
03/18/25	Target Corporation	87612EBH8	3.380	04/15/29	04/15/29	550,000	528,000	98.27	540,495	12,495	3.94%	1201	0.78%
03/18/25	Wisconsin Electric Power Company	976656CQ9	5.000	05/15/29	05/15/29	425,000	430,699	103.12	438,261	7,562	4.00%	1231	0.63%
10/20/25	Comcast Corporation	20030NEH0	5.100	06/01/29	06/01/29	525,000	545,874	103.26	542,094	(3,780)	4.07%	1248	0.78%
10/20/25	John Deere Capital Corp	24422EXT1	4.850	06/11/29	06/11/29	525,000	541,979	102.89	540,181	(1,798)	3.94%	1258	0.78%
03/18/25	Chubb InA Holdings Inc	171239AL0	4.650	08/15/29	08/15/29	550,000	553,278	102.31	562,723	9,445	3.96%	1323	0.81%
03/18/25	Exxon Mobil Corp	30231GBE1	2.440	08/16/29	08/16/29	600,000	555,629	95.61	573,687	18,058	3.74%	1324	0.83%
03/25/25	FHLMC Reference Notes	3134A3U46	6.750	09/15/29	09/15/29	750,000	831,547	110.72	830,366	(1,181)	3.63%	1354	1.20%
03/19/25	FNMA Benchmark Note	31359MFJ7	7.130	01/15/30	01/15/30	3,000,000	3,389,339	112.87	3,386,179	(3,160)	3.67%	1476	4.88%
03/18/25	Duke Energy Carolinas	26442CBP8	4.850	03/15/30	03/15/30	425,000	428,110	103.03	437,886	9,776	4.06%	1535	0.63%
04/15/25	Home Depot Inc	437076CB6	2.700	04/15/30	04/15/30	550,000	504,391	94.64	520,516	16,125	4.07%	1566	0.75%
	Subtotal					\$ 69,498,262	\$ 68,004,852	\$	\$ 69,396,500	\$ 1,391,648	3.66%	658	100.00%
	PFC Bank Balance												
	TOTAL						\$ 111,477						
							\$ 68,116,329						

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
12/01/25-12/31/25

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Acct For Period	Adjusted Total Int. Earned
FIXED INCOME											
Lockheed Martin Corporation	NOTE	539830BH1	3.550	01/15/26	5,565.61	-	-	6,793.32	1,227.71	(343.47)	884.24
FHLB	NOTE	3130AKQX7	0.700	01/28/26	2,511.25	-	-	3,123.75	612.50	2,769.32	3,381.82
Treasury Note	NOTE	91282CBQ3	0.500	02/28/26	3,812.15	-	-	5,096.69	1,284.54	8,623.16	9,907.70
FFCB	NOTE	3133EPCF0	4.500	03/02/26	22,250.00	-	-	29,750.00	7,500.00	(117.03)	7,382.97
FHLB	NOTE	3130ALHH0	0.960	03/05/26	2,064.00	-	-	2,784.00	720.00	2,208.97	2,928.97
Prudential Financial Inc	NOTE	74432QCH6	1.500	03/10/26	1,518.75	-	-	2,081.25	562.50	(98.18)	464.32
FHLB	NOTE	3130AUU36	4.130	03/13/26	11,171.88	-	-	15,468.75	4,296.87	284.82	4,581.69
Loews Corporation	NOTE	540424AS7	3.750	04/01/26	2,343.75	-	-	3,515.63	1,171.88	180.94	1,352.82
FNMA	NOTE	3135G0K36	2.130	04/24/26	2,144.72	-	-	3,883.67	1,738.95	1,652.79	3,391.74
Sierra Pacific Power	NOTE	826418BM6	2.600	05/01/26	975.00	-	-	1,950.00	975.00	(153.89)	821.11
FHLB	NOTE	3130A8XY4	1.880	09/11/26	1,250.00	-	-	1,718.75	468.75	(259.24)	209.51
Public Service Electric And Gas	NOTE	74456QBR6	2.250	09/15/26	1,425.00	-	-	1,987.50	562.50	519.84	1,082.34
Pepsico Inc	NOTE	713448DN5	2.380	10/06/26	1,632.81	-	-	2,523.44	890.63	831.09	1,721.72
Treasury Note	NOTE	912828U24	2.000	11/15/26	1,856.35	-	-	5,453.04	3,596.69	2,738.89	6,335.58
FHLB	NOTE	3130A9YY1	2.130	12/11/26	7,024.31	7,437.50	-	826.39	1,239.58	(346.67)	892.91
JP Morgan Chase & CO	NOTE	46647PBW5	1.040	02/04/27	2,366.00	-	-	2,972.67	606.67	1,513.40	2,120.07
FHLB	NOTE	3130B5K64	4.000	03/10/27	13,500.00	-	-	18,500.00	5,000.00	(147.81)	4,852.19
Treasury Note	NOTE	912828ZE3	0.630	03/31/27	3,992.10	-	-	5,988.15	1,996.05	9,529.69	11,525.74
Chevron Corp	NOTE	166764BX7	2.000	05/11/27	526.46	-	-	1,316.15	789.69	688.84	1,478.53
Burlington Northern Santa Fe	NOTE	12189LBA8	3.250	06/15/27	7,867.71	8,531.25	-	758.33	1,421.87	170.49	1,592.36
Treasury Note	NOTE	912828ZV5	0.500	06/30/27	8,369.57	10,000.00	-	55.25	1,685.68	10,686.48	12,372.16
Procter & Gamble Co	NOTE	742718EV7	2.850	08/11/27	5,007.29	-	-	6,372.92	1,365.63	607.95	1,973.58
Meta Platforms Inc	NOTE	30303M8G0	3.500	08/15/27	5,668.06	-	-	7,272.22	1,604.16	330.95	1,935.11
FFCB	NOTE	3133ETVJ3	3.630	08/27/27	29,815.63	-	-	39,331.25	9,515.62	(151.90)	9,363.72
Alabama Power Company	NOTE	010392FY9	3.750	09/01/27	3,984.38	-	-	5,312.50	1,328.12	244.16	1,572.28
Unitedhealth Group Inc	NOTE	91324PDE9	2.950	10/15/27	2,073.19	-	-	3,425.28	1,352.09	715.48	2,067.57
US Bank NA	NOTE	90331HPP2	2.950	10/22/27	3,051.61	-	-	5,399.01	2,347.40	59.60	2,407.00
General Dynamics Corporation	NOTE	369550AZ1	2.630	11/15/27	641.67	-	-	1,844.79	1,203.12	692.49	1,895.61
Treasury Note	NOTE	91282CMF5	4.250	01/15/28	64,211.96	-	-	78,532.61	14,320.65	(1,184.94)	13,135.71
PNC Bank NA	NOTE	39353RFJ2	3.250	01/22/28	6,405.21	-	-	7,894.79	1,489.58	546.61	2,036.19
Pepsico Inc	NOTE	713448FL7	3.600	02/18/28	1,287.50	-	-	1,662.50	375.00	62.60	437.60
FFCB	NOTE	3133ER4Q1	4.250	02/24/28	40,079.86	-	-	52,475.69	12,395.83	(792.72)	11,603.11
Caterpillar Financial Services	NOTE	14913UAY6	4.400	03/03/28	5,646.67	-	-	7,571.67	1,925.00	(16.23)	1,908.77
FHLB	NOTE	3130ATS57	4.500	03/10/28	35,437.50	-	-	48,562.50	13,125.00	(1,273.53)	11,851.47

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
12/01/25-12/31/25

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Florida Power & Light CO	NOTE	341081GK7	5.050	04/01/28	3,366.67	-	-	5,050.00	1,683.33	(225.32)	1,458.01
Qualcomm Incorporated	NOTE	747525BN2	1.300	05/20/28	198.61	-	-	740.28	541.67	1,115.20	1,656.87
FFCB	NOTE	3133ERGL9	4.500	06/07/28	10,548.75	10,912.50	-	1,455.00	1,818.75	(382.05)	1,436.70
Bank of New York Mellon	NOTE	06406R BX4	4.890	07/21/28	9,712.08	-	-	11,953.33	2,241.25	(94.85)	2,146.40
Public Service Electric And Gas	NOTE	74456Q BX3	3.650	09/01/28	1,368.75	-	-	1,825.00	456.25	97.25	553.50
Citibank NA	NOTE	17325F BB3	5.800	09/29/28	6,146.34	-	-	9,120.38	2,974.04	(686.75)	2,287.29
Treasury Note	NOTE	91282C DF5	1.380	10/31/28	4,709.94	-	-	9,419.89	4,709.95	8,335.50	13,045.45
Abbvie Inc	NOTE	00287Y BF5	4.250	11/14/28	1,103.82	-	-	3,051.74	1,947.92	71.52	2,019.44
FHLB	NOTE	3130AX QK7	4.750	12/08/28	6,847.92	7,125.00	-	910.42	1,187.50	(289.41)	898.09
Merck & Co Inc	NOTE	58933Y BD6	1.900	12/10/28	5,415.00	5,700.00	-	665.00	950.00	1,136.38	2,086.38
State Street Corp	NOTE	857477 CN1	4.530	02/20/29	6,990.04	-	-	9,066.29	2,076.25	(183.85)	1,892.40
Cisco Systems Inc	NOTE	17275R BR2	4.850	02/26/29	6,719.27	-	-	8,841.15	2,121.88	(224.34)	1,897.54
Union Pacific Corporation	NOTE	907818 FB9	3.700	03/01/29	5,087.50	-	-	6,783.33	1,695.83	332.90	2,028.73
Pfizer Inc	NOTE	717081 ET6	3.450	03/15/29	4,187.92	-	-	5,841.04	1,653.12	393.37	2,046.49
Treasury Note	NOTE	91282C EE7	2.380	03/31/29	16,181.32	-	-	24,271.98	8,090.66	4,904.42	12,995.08
Target Corporation	NOTE	87612E BH8	3.380	04/15/29	2,371.88	-	-	3,918.75	1,546.87	450.20	1,997.07
Wisconsin Electric Power Company	NOTE	976656 CQ9	5.000	05/15/29	944.44	-	-	2,715.28	1,770.84	(114.29)	1,656.55
Comcast Corporation	NOTE	20030N EH0	5.100	06/01/29	-	-	-	2,231.25	2,231.25	(481.71)	1,749.54
John Deere Capital Corp	NOTE	24422E XT1	4.850	06/11/29	12,023.96	12,731.25	-	1,414.58	2,121.87	(388.82)	1,733.05
Chubb InA Holdings Inc	NOTE	171239 AL0	4.650	08/15/29	7,530.42	-	-	9,661.67	2,131.25	(62.01)	2,069.24
Exxon Mobil Corp	NOTE	30231G BE1	2.440	08/16/29	4,270.00	-	-	5,490.00	1,220.00	838.75	2,058.75
FHLMC Reference Notes	NOTE	3134A3 U46	6.750	09/15/29	10,687.50	-	-	14,906.25	4,218.75	(1,520.46)	2,698.29
Morgan Stanley	NOTE	61748U AK8	4.130	10/18/29	2,798.39	-	-	4,950.99	2,152.60	(4.18)	2,148.42
FNMA Benchmark Note	NOTE	31359M FJ7	7.130	01/15/30	80,750.00	-	-	98,562.50	17,812.50	(6,732.10)	11,080.40
Duke Energy Carolinas	NOTE	26442C BP8	4.850	03/15/30	4,351.53	-	-	6,069.24	1,717.71	(51.97)	1,665.74
Home Depot Inc	NOTE	437076 CB6	2.700	04/15/30	1,897.50	-	-	3,135.00	1,237.50	762.79	2,000.29
Subtotal					\$ 523,687.50	\$ 62,437.50	\$ -	\$ 634,254.80	\$ 173,004.80	\$ 47,769.12	\$ 220,773.92
CASH EQUIVALENTS					\$ -	\$ 8,111.99	\$ -	\$ -	\$ 8,111.99	\$ -	\$ 8,111.99
Dreyfus Trisy Sec CM Investor					\$ -	\$ 8,111.99	\$ -	\$ -	\$ 8,111.99	\$ -	\$ 8,111.99
TOTAL					\$ 523,687.50	\$ 70,549.49	\$ -	\$ 634,254.80	\$ 181,116.79	\$ 47,769.12	\$ 228,885.91

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND SIX MONTHS ENDED DECEMBER 31, 2025 & 2024

		Monthly Performance			Fiscal YTD Performance (July 2025 - December 2025)					
	A	B	C	D	E	F	G	H	I	J
	Actual \$ Dec 2025	Budget Dec 2025	Actual \$ Prior Year Dec 2024	Note	Variance Actual Vs. Budget	Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
OPERATING ACTIVITY										
CASH RECEIPTS FROM OPERATIONS										
1	\$383,270	\$440,000	\$465,000	(2)	(\$56,730)	\$2,792,160	\$2,640,000	\$3,311,341	(2)	\$152,160
2	2,684,372	2,899,998	2,798,661	(3)	(215,626)	17,102,069	17,400,000	18,058,662	(3)	(297,931)
3	1,449,414	1,442,394	1,284,649	(4)	7,020	9,241,911	8,654,364	9,573,343	(4)	587,547
4	1,558,541	1,364,274	1,381,277	(5)	194,267	8,450,810	8,185,636	8,151,869	(5)	265,174
5	308,568	335,000	367,779	(6)	(26,432)	2,056,496	2,010,000	2,291,273	(6)	46,496
6	141,138	112,500	152,881	(7)	28,638	1,057,144	675,000	1,075,691	(7)	382,144
7	604,069	666,250	57,437	(8)	(62,181)	4,429,240	3,997,500	1,702,733	(8)	431,740
8	\$7,129,372	\$7,260,416	\$6,507,684	(1)	(\$131,044)	\$45,129,830	\$43,562,500	\$44,164,912	(1)	\$1,567,330
CASH DISBURSEMENTS FROM OPERATIONS										
9	(\$103,736)	(\$134,596)	(\$90,637)	(10)	\$30,860	(\$745,304)	(\$906,084)	(\$818,589)	(10)	\$160,780
10	(272,480)	(458,413)	(342,075)	(11)	185,933	(2,263,346)	(2,703,392)	(2,368,934)	(11)	440,046
11	(3,199,000)	(3,457,041)	(3,123,038)	(12)	258,041	(18,312,995)	(20,196,784)	(17,660,003)	(12)	1,883,789
12	(225,119)	(615,425)	(340,243)	(13)	390,306	(4,522,837)	(5,701,550)	(4,131,553)	(13)	1,178,713
13	(724,017)	(753,747)	(674,254)	(14)	29,730	(4,345,905)	(4,680,852)	(4,072,313)	(14)	334,947
14	(227,442)	(171,279)	(120,295)	(15)	(56,163)	(730,161)	(828,405)	(563,094)	(15)	98,244
15	0	0	0	(16)	0	(1,930,531)	(1,809,692)	(1,819,267)	(16)	(120,839)
16	(\$4,751,794)	(\$5,590,501)	(\$4,690,542)	(9)	\$838,707	(\$32,851,079)	(\$36,826,759)	(\$31,433,753)	(9)	\$3,975,680
17	\$2,377,578	\$1,669,915	\$1,817,142		\$707,663	\$12,278,751	\$6,735,741	\$12,731,159		\$5,543,010
FACILITY IMPROVEMENT TRANSACTIONS										
CASH DISBURSEMENTS										
18	(\$206,695)	(\$207,666)	(\$21,794)	(17)	\$971	(\$595,869)	(\$707,667)	(\$323,639)	(17)	\$111,798
19	(462,853)	(424,584)	(1,194,165)	(18)	(38,269)	(6,435,015)	(6,772,334)	(2,363,934)	(18)	337,319
20	(\$669,548)	(\$632,250)	(\$1,215,959)		(\$37,298)	(\$7,030,884)	(\$7,480,001)	(\$2,687,573)		\$449,117
21	\$0	\$167,358	\$146,263	(17)	(\$167,358)	\$313,635	570,309	\$281,397	(17)	(\$256,674)
22	0	310,272	26,912	(19)	(310,272)	0	632,632	32,336	(19)	(632,632)
23	4,092,321	115,036	205,107	(20)	3,977,285	4,092,321	5,346,090	268,600	(20)	(1,253,769)
24	0	0	14,713	(21)	0	0	0	109,103	(21)	0
25	\$4,092,321	\$592,666	\$392,995		\$3,499,655	\$4,405,956	\$6,549,031	\$691,436		(\$2,143,075)
26	\$3,422,773	(\$39,584)	(\$822,964)		\$3,462,357	(\$2,624,928)	(\$930,970)	(\$1,996,137)		(\$1,693,958)
27	\$5,800,351	\$1,630,331	\$994,178		\$4,170,020	\$9,653,823	\$5,804,771	\$10,735,022		\$3,849,052
NET INCREASE (DECREASE) IN CASH FROM OPERATIONS										
INCREASE (DECREASE) - FACILITY / NOISE MITIGATION TRANSACTIONS										

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND SIX MONTHS ENDED DECEMBER 31, 2025 & 2024

	Monthly Performance					Fiscal YTD Performance (July 2025 - December 2025)				
	A	B	C	D	E	F	G	H	I	J
	Actual \$ Dec 2025	Budget Dec 2025	Actual \$ Prior Year Dec 2024	Note	Variance Actual Vs. Budget	Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
28	\$5,800,351	\$1,630,331	\$994,178		\$4,170,020	\$9,653,823	\$5,804,771	\$10,735,022		\$3,849,052
29	(\$48,403,407)	(\$48,477,141)	(\$24,858,967)	(22)	\$73,734	(\$325,630,615)	(\$336,508,929)	(\$173,962,164)	(22)	\$10,878,314
30	\$0	\$0	\$0	(23)	\$0	\$11,470,832	\$11,470,832	\$10,864,540	(23)	\$0
31	0	0	568,064	(23)	0	9,501,460	9,501,460	2,629,533	(23)	0
32	24,720,868	24,720,868	51,889,070	(23)	0	251,020,446	251,020,446	173,690,477	(23)	0
33	\$24,720,868	\$24,720,868	\$52,457,134		\$0	\$271,992,738	\$271,992,738	\$187,184,550		\$0
34	(\$23,682,539)	(\$23,756,273)	\$27,598,167		\$73,734	(\$53,637,877)	(\$64,516,191)	\$13,222,386		\$10,878,314
35	(\$17,882,188)	(\$22,125,942)	\$28,592,345		\$4,243,754	(\$43,984,054)	(\$58,711,420)	\$23,957,408		\$14,727,366

NET INCREASE (DECREASE) IN CASH FROM OPERATIONS

REPLACEMENT PASSENGER TERMINAL PROJECT ("RPT")

CASH DISBURSEMENTS⁷

Replacement Passenger Terminal Project Costs

CASH RECEIPTS FROM FUNDING SOURCES

FAA Grants - Replacement Passenger Terminal Project
 Passenger Facility Charge Receipts/Reserves
 Bond Reimbursement - 2024 Revenue Bond

INCREASE (DECREASE) - RPT PROJECT TRANSACTIONS

NET INCREASE (DECREASE) IN CASH - TOTAL

Note 1 - Due to timing of invoices and payments thereof, the cash to budget analysis may not fully reflect current status of the project.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND SIX MONTHS ENDED DECEMBER 31, 2025 & 2024

General Comments

The Schedule of Cash Receipts and Disbursements ("Schedule") represents the cash basis activity for the month and fiscal year-to-date ("FYTD") compared to the allocation of the annual adopted budget.

The Schedule consists of two sections: Operating Activity and Facility Improvement Transactions. Receipts are shown as positive amounts and disbursements as negative amounts. Favorable budget variances are shown as positive amounts and unfavorable variances as negative amounts. Because this Schedule is on a cash basis, cash timing differences may contribute to budget variances.

The Operating Activity receipts include charges for services (parking, landing fees and concessions), tenant rents, fuel flowage fees, other revenues and investment receipts. The Operating Activity disbursements include costs of services, materials, contracts, and personnel.

Facility Improvement Transactions represent the activity for the Authority's capital program, which consists of Other Facility Improvement Program Projects and the Noise Mitigation Program.

FY 2026 Replacement Passenger Terminal ("RPT") Project expenditures are primarily funded through federal grants, FAA-approved use of Passenger Facility Charge ("PFC") fees, and proceeds from General Airport Revenue Bonds ("GARBs").

The FY 2026 Non-RPT Capital Program expenditures are primarily funded through the following sources:

- FAA-approved PFC program receipts/reserves;
- Grants; and
- Operating Revenues

The notes below provide additional information regarding the performance results detailed in the "Schedule of Cash Receipts and Disbursements."

A Supplemental Schedule of Cash Receipts and Disbursements reflecting the activities related to the 2012 Bond debt service for the Regional Intermodal Transportation Center / Consolidated Rental Car Facility is also presented.

The adopted FY 2026 budget was premised on an activity level assumption of 6,200,000 annual passengers, reflecting a 5.70% reduction from actual FY 2025 levels. The budgeted passenger activity is allocated monthly based on historical activity and seasonality trends. Passenger count decreased by 10.05% and 4.56% FYTD December when compared to the same period in FY 2025 and the budget, respectively. Overall financial performance in December remains positive to the budget.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

**NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND SIX MONTHS ENDED DECEMBER 31, 2025 & 2024**

NOTE (1) – Cash Receipts from Operations

Cash receipts from operations exceed the budget FYTD December. On an accrual basis, operating revenues exceed the budget FYTD December by \$2,012,345. See notes 2 through 8 for additional information regarding operating receipts.

NOTE (2) – Landing/Fuel Fees

Landing Fees are based on landed weight of the aircraft. Fuel fees are charged at a rate of \$0.05 a gallon to non-signatory air carriers for fuel loaded at BUR. On an accrual basis, Landing Fees combined with Fuel Flowage Fees exceed the budget by \$219,589 FYTD December.

NOTE (3) – Parking Fees

Parking fee revenues performed below the budget forecast FYTD December by \$297,931. Accrual basis Parking Fees are below the budget by \$376,069 FYTD December, primarily due to the decline in passenger activity.

NOTE (4) – Rental/Concession Receipts - Terminal Building

Terminal Building rental/concession receipts exceeded the budget FYTD December partially due to the timing of receipts. Accrual basis Terminal Building rents/concessions exceed the budget by \$247,914 FYTD December.

NOTE (5) – Rental Receipts - Other Buildings

Other Buildings rental receipts exceeded the budget FYTD December partially due to the timing of receipts. Accrual basis Other Building rents are \$254,451 above budget expectations FYTD December due to CPI adjustments.

NOTE (6) – Ground Transportation

This category consists of off-airport access fees and TNC activity. Accrual basis Ground Transportation exceeded budget by \$1,013 FYTD December.

NOTE (7) – Other Receipts

Other Receipts consist primarily of ground handling and airfield access fees. Accrual basis Other Receipts are \$278,282 ahead of budget FYTD December.

NOTE (8) – Investment Receipts - Treasurer

This line item represents cash received from the investment of funds. These receipts fluctuate in response to interest rate and portfolio balance changes, the timing of coupon payments, and individual investment maturities. Accrual basis investment income exceeds the budget by \$1,387,165 FYTD December.

NOTE (9) – Cash Disbursements from Operations

Overall operating disbursements on a cash basis and accrual basis are favorably under the budget FYTD December. See additional information on operating disbursement in notes 10 through 16.

NOTE (10) – Administrative Supplies & Costs

This line item includes office supplies, printing, postage and delivery, office equipment service and lease, recruiting, membership, uniform, Commission meeting, conference and training costs.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

**NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND SIX MONTHS ENDED DECEMBER 31, 2025 & 2024**

NOTE (11) – Operating Supplies & Maintenance

This line item includes utilities, fuel, general repairs and maintenance, landscaping, supplies and telephone costs.

NOTE (12) – Contractual Operating Costs

This line item includes various contractual operating costs such as ARFF services, janitorial services, systems and vehicle repair, parking operations and the TBI Airport Management contract costs.

NOTE (13) – Contractual Professional Services

This line item includes various professional services such as legal, auditing, noise, financial and insurance.

NOTE (14) – Wages and Benefits

Wages and Benefits consist of payroll and fringe benefit costs for the Airport Police officers, and include the impact of the terms of the Memorandum of Understanding effective February 2023.

NOTE (15) – Other Operating Costs

This line item primarily includes public relations/advertising, air service retention, and license/permit fees.

NOTE (16) – Parking Tax

The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. The next remittance, covering the months of October, November, and December 2025, is due January 2026.

NOTE (17) – Noise Mitigation Program

FAA Grants and a PFC match are budgeted to fund the multi-year Part 150 Update project. This project commenced Q3 FY 2024 and is ongoing.

NOTE (18) – Other Facility Improvement Program Projects

Other Facility Improvement Program Project costs on a cash basis are on track with the budget FYTD December.

NOTE (19) – FAA Grants – Facility Improvement Program Projects

FAA Grants and a PFC match are budgeted to fund the design services for the Taxiway A and C extensions project.

NOTE (20) – Passenger Facility Charge Receipts/Reserves

A number of capital projects are budgeted to be funded or partially funded by Passenger Facility Charges, including the construction of the Runway and Taxiway Shoulder Rehabilitation, continued design efforts for the southeast quadrant of the Airport, design services for the Taxiway A and C extensions project, acquisition of an Airport Pavement Management System, update to the Airport Layout Plan, and the Part 150 Update project.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

**NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND SIX MONTHS ENDED DECEMBER 31, 2025 & 2024**

NOTE (21) – Customer Facility Charge Reserves

The Regional Intermodal Transportation Center ("RITC") Art in Public Places capital project was funded by Customer Facility Charge Reserves and completed December 2024.

NOTE (22) – Replacement Passenger Terminal Project

The Authority programmed appropriations in the amount of \$590,756,795 for development of the multi-year RPT program. RPT costs on a cash basis are below budget expectations FYTD December by \$10,878,314 primarily due to the timing of payments. The majority of cash expenditures FYTD December are related to Holder, Pankow, TEC JV (\$288,547,149), inclusive of retention payments to the escrow bank, Jacobs Project Management Co. (\$8,253,545), and the City of Burbank Water and Power Aid-in-Construction Deposits for the community substation (\$26,677,540).

NOTE (23) – Replacement Passenger Terminal Project Funding Sources

Includes funding sources specifically approved for reimbursement of certain eligible RPT expenses, which include FAA grant awards, FAA approved Passenger Facility Charge fees and Revenue Bond reimbursements.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND SIX MONTHS ENDED DECEMBER 31, 2025 & 2024

DECEMBER 2025

Monthly Performance		Fiscal YTD Performance (July 2025 - December 2025)							
A	B	C	D	E	F	G	H	I	J
Actual \$ Dec 2025	Budget Dec 2025	Actual \$ Prior Year Dec 2024	Note	Variance Actual Vs. Budget	Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
36	\$530,400	\$459,333	\$479,630 (1)	\$71,067	\$3,002,774	\$2,756,000	\$2,947,928 (1)		\$246,774
37	116,012	85,914	90,852 (2)	30,098	515,356	515,480	577,142 (2)		(124)
38	(475,968)	(486,037)	(487,130)	10,069	(2,957,102)	(2,916,220)	(2,938,451)		(40,882)
39	\$170,444	\$59,210	\$83,352 (3)	\$111,234	\$561,028	\$355,260	\$586,619 (3)		\$205,768

General Comments

The debt service on the 2012 Revenue Bonds is payable from Customer Facility Charges ("CFCs") and Facility Rents. Under the terms of the Bond Indenture, as amended, all CFCs collected subsequent to July 1, 2014 are remitted to the Bond Trustee for the 2012 Bond debt service.

On July 1, 2014, the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the respective Rent-A-Car Companies became effective, including the collection of Facility Rent.

Note (1) – Customer Facility Charge ("CFC") Receipts

CFCs of \$6 per day per transaction, up to a maximum of five days, are collected and applied to the 2012 Bond debt service.

Note (2) – Facility Rent

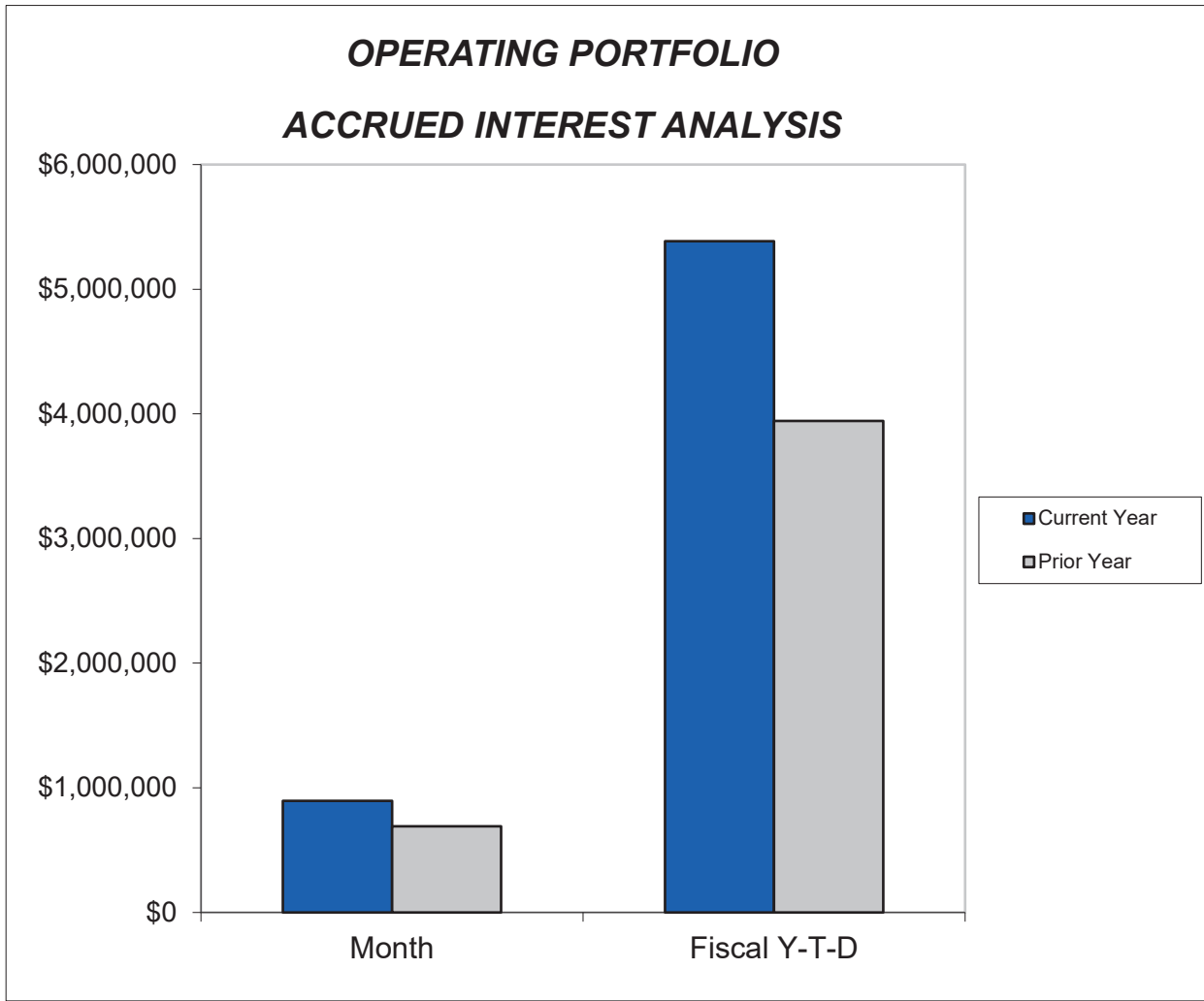
Facility Rent receipts may be applied to the 2012 Bond debt service or other allowable uses.

Note (3) – Net RITC / ConRAC Facility Payments and Collections

At fiscal year-end, upon conclusion of the required reconciliation, any excess surplus accumulated will be evaluated and applied toward the allowed uses under the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the Rent-A-Car Companies.

In the event of a shortfall of receipts to meet the required payment obligations (i.e., CFC collections perform under budget projections), the Authority holds the right to adjust the Facility Rent paid by the rental car companies on a 30-day notice.

Burbank-Glendale-Pasadena Airport Authority



	December 2025	December 2024
Accrued Interest Revenue - Month	\$895,968	\$691,320
Accrued Interest Revenue - FYTD	\$5,384,666	\$3,942,298
Month End Portfolio Balance (cost)	\$259,489,956	\$287,173,691
Yield to Maturity	3.64%	4.36%

Supplement to the December 2025 Treasurer's Report

FYTD December 2025 Cash Disbursements

Facility Improvement Transactions

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
FY 2026 Cash Disbursements - Facility Improvement Transactions

PROJECT DESCRIPTION		Annual Budgeted Cost	FYTD 2026 (Jul - Dec) Budgeted Cost	FYTD 2026 (Jul - Dec) Cash Basis Cost	FYTD 2026 (Jul - Dec) Budget Variance Fav. / (Unfav.)	Project Status FYTD 2026 (Jul 2025 - June 2026)
BUILDING IMPROVEMENTS						
1)	Minor Building Improvements	\$ 375,000	\$ 187,500	\$ -	\$ 187,500	Ongoing
2)	Bldg 36 Security/Ram Access Doors Replacement	-	-	57,688	(57,688)	Budgeted in FY 2025, completed in FY 2026 due to lead time on parts
TOTAL BUILDING IMPROVEMENTS		\$ 375,000	\$ 187,500	\$ 57,688	\$ 129,812	
IT/COMMUNICATIONS/SECURITY						
3)	Communications Center Equipment	-	-	144,092	(144,092)	Accrued FY 2025 costs for completed project
4)	DVSS Hardware Replacement/Upgrades	300,000	100,000	-	100,000	Ongoing
TOTAL IT/COMMUNICATIONS/SECURITY		\$ 300,000	\$ 100,000	\$ 144,092	\$ (44,092)	
EQUIPMENT						
5)	Generator - Emergency Operations Center (EOC)	100,000	100,000	17,894	82,106	Project completion anticipated Q3 FY 2026
TOTAL EQUIPMENT		\$ 100,000	\$ 100,000	\$ 17,894	\$ 82,106	
RUNWAY / TAXIWAY / ROADWAY PROJECTS						
6)	Runway/Taxiway Shoulder Rehabilitation	\$ 5,500,000	\$ 4,800,000	\$ 4,642,118	\$ 157,882	Project completion estimated Q3 FY 2026
7)	Taxiway A/C Extensions: Design	2,500,000	785,000	761,331	23,669	Project design commenced Q1 FY 2026 - Ongoing
8)	Airport Pavement Management System	1,200,000	-	-	-	Project to commence second half of FY 2026
9)	Airport Layout Plan Update	750,000	-	-	-	Project to commence second half of FY 2026
10)	Pavement Rehabilitation	500,000	10,000	7,836	2,164	Project commenced Q1 FY 2026 - Ongoing
TOTAL RUNWAY/TAXIWAY/ROADWAY		\$ 10,450,000	\$ 5,595,000	\$ 5,411,285	\$ 183,715	
NOISE MITIGATION						
11)	Part 150 Update	\$ 1,000,000	\$ 707,667	\$ 595,869	\$ 111,798	Ongoing
TOTAL NOISE MITIGATION		\$ 1,000,000	\$ 707,667	\$ 595,869	\$ 111,798	
O & M CAPITAL		\$ 590,000	\$ 239,834	\$ 386,554	\$ (146,720)	Ongoing
SUB TOTAL		\$ 12,815,000	\$ 6,930,001	\$ 6,613,382	\$ 316,619	
DEVELOPMENT						
12)	Replacement Passenger Terminal Project	\$ 590,756,795	\$ 336,508,929	\$ 325,630,615	\$ 10,878,314	Ongoing
13)	SEQ Reconfiguration: Design	2,700,000	500,000	400,502	99,498	Ongoing
14)	SEQ RPS Reconfiguration: Construction	2,500,000	50,000	17,000	33,000	Ongoing
TOTAL DEVELOPMENT		\$ 595,956,795	\$ 337,058,929	\$ 326,048,117	\$ 11,010,812	
TOTAL		\$ 608,771,795	\$ 343,988,930	\$ 332,661,499	\$ 11,327,431	

Supplement to the December 2025 Treasurer's Report

FYTD December 2025 Cash Expenditures

Replacement Passenger Terminal Project (RPT)

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
REPLACEMENT PASSENGER TERMINAL PROJECT (RPT)
MONTH AND SIX MONTHS ENDED DECEMBER 31, 2025 & 2024**

Consultant/Vendor	Scope of Work	Prior Fiscal Years' Cash Expenditures	Current Authorized Amounts (1)	Dec 2025 Cash Expenditures	FYTD 2026 (Jul - Dec) Cash Expenditures	Remaining Contract Amount	Project-to-date Total Cash Expenditures
Jacobs Project Management Company (1a)	Program Management Services	17,632,925	36,896,019	-	8,253,545	11,009,549	25,886,470
Holder, Pankow, TEC JV (1d)	Design Builder	426,715,825	1,093,427,781	45,468,720	274,400,542	378,164,807	715,262,974
Truist Bank (1d)	Design Builder - Retention Escrow Account			2,275,176	14,146,607		
City of Burbank (5a)	Burbank Water & Power Aid-in-Construction Deposit	22,775,970	49,453,510	-	26,677,540	-	49,453,510
City of Burbank (5b)	Plan Check Services	496,874	496,874	-	-	-	496,874
RPT - Construction / Project Management, Subtotal:		\$ 467,621,594	\$ 1,180,274,184	\$ 47,743,896	\$ 323,478,234	\$ 389,174,356	\$ 791,099,828
Airport & Aviation Professionals Inc. (AvAirPros) (1b)	Airline Technical & Financial Coordination Services	752,737	400,000	13,316	160,349	239,651	913,086
Airport Projects (1b)	Technical Support	85,426	-	-	-	-	85,426
ATX (1b)	Technical Support	291,163	1,648,044	226,580	708,780	714,476	999,943
Conway Consulting (1b)	Technical Support	426,598	150,000	2,756	68,995	81,005	495,593
Georgino Development (1b)	Strategic Planning Services	200,400	60,000	5,000	29,800	30,200	230,200
Public Resources Advisory Group (PRAG) (1b)	Financial Advisory Services	602,762	275,000	-	27,708	247,292	630,470
Ricondo & Associates (1b)	Financial Feasibility Services	971,428	350,000	27,551	197,002	152,998	1,168,430
Geosyntec Consultants (1c)	Soil Management Services	8,586	N/A	-	-	N/A	8,586
Azrial (2)	Consulting Services	1,625	N/A	-	-	N/A	1,625
Fitch Ratings (2)	Rating Agency	35,000	N/A	-	-	N/A	35,000
Orrick, Herrington & Sutcliffe (2)	Bond Counsel	1,298,093	N/A	63,196	113,001	N/A	1,411,094
Camano Consulting Group (1b)	Consulting Services	63,145	174,000	14,500	87,000	87,000	150,145
DSM, Inc. (1b)	Consulting Services	12,500	N/A	-	-	N/A	12,500
Chapman (2)	Legal Services	70,000	N/A	-	-	N/A	70,000
Geraci (2)	Legal Services	2,000	N/A	-	-	N/A	2,000
Gordon Rees (2)	Legal Services	200	N/A	-	-	N/A	200
McDermott (2)	Legal Services	5,000	N/A	-	-	N/A	5,000
Moody's (2)	Rating Agency	95,900	N/A	-	-	N/A	95,900
Richards, Watson & Gershon (2)	Legal Services	476,324	N/A	1,606	23,780	N/A	500,104
Ring Bender (2)	Legal Services	4,793	N/A	-	-	N/A	4,793
S & P Global Rating (2)	Rating Agency	21,000	N/A	-	-	N/A	21,000
THU Legal Consulting (2)	Consulting Services	482,165	280,000	23,310	112,257	167,743	594,422
Thriving Restaurants (2)	Consulting Services	5,000	N/A	-	-	N/A	5,000
Woodward (2)	Consulting Services	51,000	36,000	3,000	18,000	18,000	69,000
Zions Bancorporation (2)	Consulting Services	5,500	N/A	-	3,000	N/A	8,500
RS&H (3)	Environmental Impact Study (EIS) Services	801,804	AIP / PFC Funded	-	-	N/A	801,804
XI-3 Corporation (4)	Consulting Services	91,770	N/A	-	-	N/A	91,770
Barclays Bank (6)	CP Program / LOC Bank	873,817	N/A	109,818	218,455	N/A	1,092,272
Sumitomo Mitsui (6)	CP Program / LOC Bank	1,124,266	N/A	161,562	323,124	N/A	1,447,390
Meetings	Various Expenses	30,876	N/A	-	-	N/A	30,876
Licenses & Other Fees	Various Expenses	52,498	N/A	7,316	61,130	N/A	113,628
RPT - Professional Services, Subtotal:		\$ 8,943,376	\$ 3,373,044	\$ 659,511	\$ 2,152,381	\$ 1,738,365	\$ 11,095,757
RPT - GRAND TOTAL		\$ 476,564,970	\$ 1,183,647,228	\$ 48,403,407	\$ 325,630,615	\$ 390,912,721	\$ 802,195,585

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOTES TO REPLACEMENT PASSENGER TERMINAL PROJECT SCHEDULE
MONTH AND SIX MONTHS ENDED DECEMBER 31, 2025 & 2024**

- (1) Current authorized NTE Contract amounts represent Commission approved appropriations. The FY 2026 adopted budget includes appropriations of \$590,756,795 for the RPT project.
- (1a) The Jacobs' authorized amount represents the following Commission approved Task Orders against the Professional Services agreement to date:
- Task Order 1 (Development of the Program Operations Manual) - \$1,419,796
 - Task Order 2 (Procurement of Progressive Design Builder) - \$1,125,722
 - Task Order 3 (Phase 2 Design and Pre-Construction Support Services) - \$8,857,765
 - Task Order 4 (Phase 3 Design/Construction Phase Support Services) - \$11,726,841
 - Task Order 5 (Phase 4 Design/Construction Phase Support Services) - \$13,765,895
- (1b) These are multi-year Professional Services contracts for technical, financial, and strategic airport services. These contracts were presented to and approved by the Commission.
- (1c) This Professional Services contract for geotechnical support was approved on September 1, 2022 to be effective August 1, 2022 through June 30, 2023.
- (1d) In December 2022, the Commission approved an estimated \$55,000,000 for Task Order 1 for Phase 1 design services of the RPT project to develop the 60% design level and Guaranteed Maximum Price (GMP). Actual Phase 1 services were contracted at \$54,244,242 and were completed April 2024.
- To date the Commission approved an additional six (6) Task Orders primarily for general conditions, equipment, and materials for a total of \$1,039,183,539.
- (2) Legal services and professional services to be utilized on an as needed basis.
- (3) RS&H expenditures are for the FAA's Written Re-evaluation of the construction noise section in the Environmental Impact Study as directed by the Ninth Circuit.
- (4) XI-3 Corporation: RFP coordination and technical support services for the selection of the progressive design-builder. Commission approved professional services agreement in July 2022 (NTE \$50,000) which was increased by an amendment in October 2022 to NTE \$96,000.
- (5a) The Authority approved Aid-In-Construction deposits with BWP as follows:
- 1) September 20, 2022 - \$25,000
 - 2) March 7, 2023 - \$50,000
 - 3) June 26, 2023 - \$494,000
 - 4) September 18, 2023 - \$1,411,000
 - 5) June 13, 2024 - \$40,000 (AIC Inspections)
 - 6) August 20, 2024 - \$960,000
 - 7) September 20, 2024 - \$9,457,700
 - 8) October 17, 2024 - \$10,338,270
 - 9) June 16, 2025 - \$225,000
 - 10) August 18, 2025 - \$8,762,570
 - 11) November 17, 2025 - \$17,689,970
- (5b) The Commission approved payment October 2023 in the amount of \$344,124 for a deposit with the City of Burbank for an independent contractor to undertake plan check services. Additional deposits of \$92,750 and \$60,000 were made September 2024 and May 2025, respectively.
- (6) LOC banks for the CP program.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
REPLACEMENT PASSENGER TERMINAL PROJECT (RPT)
MONTH AND SIX MONTHS ENDED DECEMBER 31, 2025 & 2024**

Funding Source	Total Amount	Prior Fiscal Years' Reimbursements	Dec 2025 Reimbursement	FYTD Dec 2025 Reimbursement	Total-to-Date Project Reimbursements	Remaining Amount
IIJA-AIG (<i>formulaic</i>)	\$ 32,105,820	\$ 10,225,657	\$ -	\$ 7,050,131	\$ 17,275,788	\$ 14,830,032
IIJA-ATP (<i>competitive</i>)	56,628,000	29,035,753	-	4,420,701	33,456,454	23,171,546
PFC (1)	61,632,719	20,365,768	-	9,501,460	29,867,228	31,765,491
AIP	7,919,617	-	-	-	-	7,919,617
2024 Bonds (2)	686,473,931	377,104,842	24,720,868	251,020,446	628,125,288	58,348,643
TOTALS	\$ 844,760,087	\$ 436,732,020	\$ 24,720,868	\$ 271,992,738	\$ 708,724,758	\$ 136,035,329

IIJA - Infrastructure Investment and Jobs Act
AIG - Airport Infrastructure Grant

ATP - Airport Terminal Program
PFC - Passenger Facility Charge

Notes:

(1) Includes PFC Applications 21 and 22 in the amount of \$48,338,420 and \$13,294,299, respectively.

(2) Includes interest and dividend earnings to date:

Bond Proceeds Amount	\$ 655,871,612
Accrued Interest and Dividends to Date (Held by Trustee)	30,588,933
Transfers (Closing of Cost of Issuance Fund)	13,386
Total Available Amount	\$ 686,473,931

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
REPLACEMENT PASSENGER TERMINAL PROJECT (RPT)
FY 2026 WIRE TRANSFERS**

Consultant/Vendor	Scope of Work	Prior Fiscal Years' Wire Transfers	December 2025 Wire Transfers	FYTD December 2025 Wire Transfers	Project-to-date Total Wire Transfers
Barclays Bank (1)	CP Program / LOC Bank	\$ 873,817	\$ 109,818	\$ 218,455	\$ 1,092,272
Sumitomo Mitsui (2)	CP Program / LOC Bank	1,122,700	161,562	323,124	1,445,824
TOTALS		\$ 1,996,517	\$ 271,380	\$ 541,579	\$ 2,538,096

Notes

(1) Quarterly payment of \$109,818 was made on December 10, 2025, to Barclays Bank PLC for the letter of credit maintenance fees.

(2) Quarterly payment of \$161,562 was made on December 10, 2025, to Sumitomo Mitsui Banking Corporation for the letter of credit maintenance fees.



April 6, 2026

Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505

Dear Commissioners:

The attached report, covering the month of November 2025, fulfills the legal requirements of the California Code and our Investment Policy. Based on projected income and expenses, as well as investment liquidity, there will be sufficient funds available to meet the needs of the Airport Authority for the six month period following the date of the attached report.

Sincerely,

[To be signed]

Tyron Hampton
Treasurer

Attachments

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE SUMMARY
MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2025

Introduction:

The Treasurer's Report includes the Authority's month-end summary of investments and investment activity, and the Schedule of Cash Receipts and Disbursements ("Schedule"), which represents the cash basis activity for the month and fiscal-year-to-date ("FYTD") compared to the allocation of the annual adopted budget. As this Schedule is on a cash basis, cash timing differences may contribute to budget variances. The purpose of this report is to provide monthly updates on how the Authority's cash transaction activities are tracking to the adopted budget, and to provide insight to the Authority's change in liquidity each month. In summary, FYTD November 2025 financial activity is tracking favorably to the budget.

Below are the most significant highlights of activities for the month and FYTD ended November 2025.

Passenger Activity:

Passenger activity decreased by 8.80% FYTD November when compared to the same period last year, primarily due to a reduction in air service. When compared to the budget assumption FYTD November, passenger activity was unfavorable by 3.24%. However, overall financial performance FYTD November remains positive to budget.

Operating Activities:

- 1) Operating revenues exceed the FYTD November budget by \$1,698,374 on the cash basis and \$2,213,158 on the full accrual basis.
- 2) Operating expenses are within budgeted parameters.
- 3) Net increase in cash from operating activities FYTD November is \$9,901,173 and positive to budget by \$4,835,347.

Non-RPT Facility Improvement Program:

- 1) Payments related to the Runway/Taxiway Shoulder Rehabilitation, Autos/Trucks, and Part 150 Noise Study update projects comprised the majority of November's non-RPT capital cash disbursements.
- 2) There were federal grant drawdowns of \$313,635 in November related to the Part 150 Noise Study update. There were no PFC drawdowns in the month of November for non-RPT projects.

RPT Activities:

- 1) Payments of \$48,078,000 and \$17,689,970 were made in November to HPTJV, including retention payment to respective escrow account, and City of Burbank Water and Power for Aid-in-Construction deposits related to the community substation, respectively. Payment of \$56,391 was also made to Jacobs in November.
- 2) 2024 Bond draws for eligible RPT expenditures of \$46,361,502 were received in November.
- 3) The majority of FYTD November expenditures are related to Holder Pankow JV, Jacobs Project Management Co. and the City of Burbank Water and Power Aid-In-Construction payments for the community substation, totaling \$275,734,338, or 99% of the total FYTD November RPT expenditures.
- 4) On a cash basis, expenditures are below budget due to the timing of when invoices are received and paid. Overall, the RPT project is on budget and on schedule.

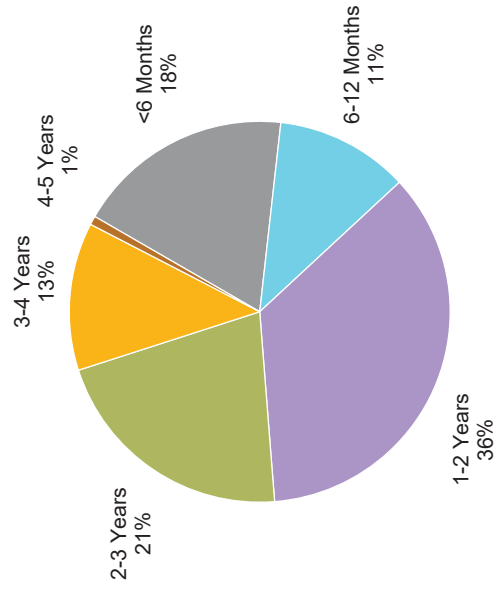
Summary:

November 2025 activities resulted in a net cash decrease of \$17,631,229 for the month and a net decrease of \$26,101,867 FYTD November, primarily due to the timing of cash disbursements and reimbursements related to the RPT project. However, overall FYTD November cash flows remain positive to budget by \$10,483,611.

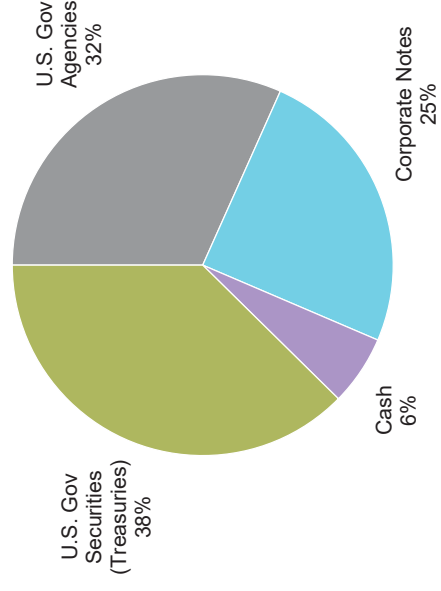
Operating Portfolio investment guidelines conformance As of November 30, 2025

	Legal max maturity	Actual max maturity	Policy maximum	Policy actual
U.S. Gov Agencies	5 Years	4.13 Years	70%	32%
Corporate Notes	5 Years	4.38 Years	30%	25%
LAIF	N/A	N/A	\$20mil	N/A
Bankers Acceptance	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	6%
U.S. Gov Securities (Treasuries)	5 Years	3.34 Years	No limit	38%

Maturity distribution



Sector allocation



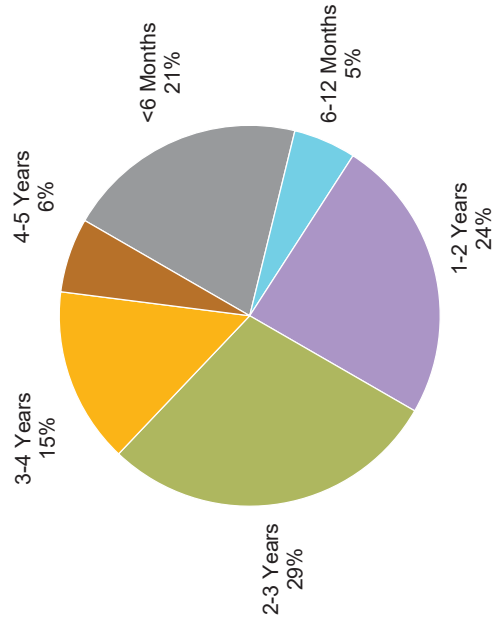
Source: Aladdin
There is no guarantee that the investment objective will be achieved or that return expectations will be met.

PFC Portfolio investment guidelines conformance

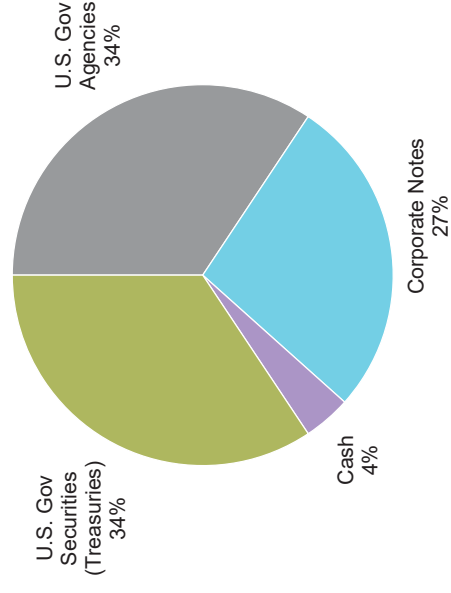
As of November 30, 2025

	Legal max maturity	Actual max maturity	Policy maximum	Policy actual
U.S. Gov Agencies	5 Years	3.80 Years	70%	34%
Corporate Notes	5 Years	4.38 Years	30%	27%
LAIF	N/A	N/A	\$20mil	N/A
Bankers Acceptance	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	4%
U.S. Gov Securities (Treasuries)	5 Years	2.93 Years	No limit	34%

Maturity distribution



Sector allocation



Source: Aladdin
There is no guarantee that the investment objective will be achieved or that return expectations will be met.

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 11/30/25

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Market	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
11/30/25	Dreyfus Treasury	BAX9MM47	0.000	11/30/25	11/30/25	\$ 14,886,109	\$ 14,886,109	100.00	\$ 14,886,109		\$ -	3.80%	0	5.42%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	1,784,000	1,840,277	99.91	1,782,483		(57,794)	4.15%	46	0.65%
09/10/24	Bank of New York Mellon	06406RFX4	4.890	07/21/28	01/22/26	2,550,000	2,594,449	101.47	2,587,415		(7,034)	4.25%	53	0.94%
01/19/23	FHLB	3130AKGX7	0.700	01/28/26	01/28/26	1,750,000	1,582,610	99.47	1,740,726		158,116	3.89%	59	0.63%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	02/04/26	2,750,000	2,466,041	99.45	2,734,852		268,811	4.42%	66	1.00%
12/23/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	10,000,000	9,073,164	99.18	9,917,578		844,414	3.77%	90	3.61%
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	3,900,000	3,541,043	99.22	3,869,600		328,557	3.87%	95	1.41%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	1,975,000	1,990,956	99.27	1,960,512		(30,444)	4.11%	100	0.71%
02/17/23	FHLB	3130AUU36	4.130	03/13/26	03/13/26	7,250,000	7,189,318	100.07	7,255,010		65,692	3.85%	103	2.64%
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	04/01/26	1,500,000	1,470,312	99.83	1,497,410		27,098	4.24%	122	0.55%
03/31/25	US Bank NA	90331HPP2	4.510	10/22/27	04/22/26	2,600,000	2,597,087	100.38	2,609,940		12,853	4.34%	143	0.95%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	1,625,000	1,672,301	99.34	1,614,271		(58,030)	4.17%	152	0.59%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	1,000,000	1,051,761	98.58	985,789		(65,972)	3.72%	285	0.36%
01/07/25	FHLB	3130AWTQ3	4.630	09/11/26	09/11/26	3,250,000	3,266,283	100.70	3,272,614		6,331	3.71%	285	1.19%
12/17/24	FHLB	3130AZVE3	3.000	09/11/26	09/11/26	6,000,000	5,883,818	99.45	5,966,961		83,143	3.71%	285	2.17%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	1,225,000	1,140,325	98.66	1,208,599		68,274	3.97%	289	0.44%
03/01/23	PepsiCo Inc	713448DN5	2.380	10/06/26	10/06/26	1,100,000	1,012,440	98.83	1,087,091		74,651	3.78%	310	0.40%
07/15/25	Treasury Note	91282CLS8	4.130	10/31/26	10/31/26	4,000,000	4,001,563	100.40	4,016,094		14,531	3.67%	335	1.46%
02/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	10,000,000	9,353,945	98.45	9,844,531		490,586	3.66%	350	3.58%
06/28/23	Duke Energy Carolinas	26442CAS3	2.950	12/01/26	12/01/26	1,000,000	944,820	99.19	991,912		47,092	3.77%	366	0.36%
01/13/22	FHLB	3130A9Y11	2.130	12/11/26	12/11/26	3,800,000	3,910,846	98.44	3,740,763		(170,083)	3.67%	376	1.36%
06/30/25	Treasury Note	91282CME8	4.250	12/31/26	12/31/26	10,000,000	10,057,813	100.65	10,065,234		7,421	3.63%	396	3.66%
03/17/25	FHLB	3130B5K64	4.000	03/10/27	03/10/27	600,000	599,436	100.52	603,127		3,691	3.58%	465	0.22%
01/31/23	Treasury Note	912828ZE3	0.630	03/31/27	03/31/27	10,000,000	8,842,266	96.21	9,621,484		779,218	3.55%	486	3.50%
05/11/23	Chevron Corp	166764BX7	2.300	05/11/27	05/11/27	2,125,000	1,963,472	97.58	2,073,672		110,200	3.72%	527	0.75%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	10,000,000	8,761,016	95.37	9,537,109		776,093	3.52%	577	3.47%
09/10/24	Honeywell International Inc	438516CX2	4.650	07/30/27	07/30/27	2,000,000	2,044,680	101.25	2,025,073		(19,607)	3.87%	607	0.74%
09/11/24	Procter & Gamble Co	742718EV7	2.850	08/11/27	08/11/27	2,100,000	2,047,647	98.75	2,073,689		26,042	3.61%	619	0.75%
09/10/24	Meta Platforms Inc	30303M8G0	3.500	08/15/27	08/15/27	2,050,000	2,033,992	99.68	2,043,343		9,351	3.69%	623	0.74%
11/07/25	FFCB	3133ETVJ3	3.630	08/27/27	08/27/27	7,630,000	7,637,935	100.10	7,637,765		(170)	3.56%	635	2.78%
09/11/24	Alabama Power Company	010392FY9	3.750	09/01/27	09/01/27	1,550,000	1,543,521	99.94	1,549,034		5,513	3.78%	640	0.56%
09/10/24	FNMA	3135G0Y5	0.750	10/08/27	10/08/27	10,800,000	9,946,364	95.05	10,265,638		319,274	3.52%	677	3.74%
02/15/23	UnitedHealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	2,100,000	1,960,394	98.41	2,066,533		106,139	3.84%	684	0.75%
11/07/25	FFCB	3133ETM95	3.380	10/27/27	10/27/27	2,750,000	2,740,788	99.68	2,741,209		421	3.55%	696	1.00%
09/17/24	Treasury Note	91282CAU5	0.500	10/31/27	10/31/27	10,000,000	9,128,184	94.47	9,446,875		318,691	3.50%	700	3.44%
05/15/25	General Dynamics Corporation	369550AZ1	2.630	11/15/27	11/15/27	1,950,000	1,876,427	97.92	1,909,531		33,104	3.73%	715	0.69%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 11/30/25

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
12/17/24	Treasury Note	91282CLX7	4.130	11/15/27	11/15/27	10,000,000	9,972,656	101.16	10,115,625	142,969	3.51%	715	3.68%
09/17/24	FHLB	3130ATUS4	4.250	12/10/27	12/10/27	9,055,000	9,143,342	101.39	9,181,224	37,882	3.53%	740	3.34%
01/22/25	PNC Bank NA	69853RFJ2	3.250	01/22/28	01/22/28	2,000,000	1,917,900	98.92	1,978,306	60,406	3.78%	783	0.72%
02/12/25	FFCB	3133ERZ46	4.250	01/28/28	01/28/28	7,100,000	7,065,127	101.46	7,203,507	138,380	3.54%	789	2.62%
09/11/24	PepsiCo Inc	713448FL7	3.600	02/18/28	02/18/28	1,000,000	994,150	99.71	997,130	2,980	3.73%	810	0.36%
05/13/25	Caterpillar Financial Services	14913UAY6	4.400	03/03/28	03/03/28	2,000,000	2,002,080	101.24	2,024,856	22,776	3.85%	824	0.74%
11/07/25	FHLB	3130ATS57	4.500	03/10/28	03/10/28	1,500,000	1,531,335	102.05	1,530,732	(603)	3.56%	831	0.56%
04/01/25	Florida Power & Light Company	341081GK7	5.050	04/01/28	04/01/28	1,200,000	1,224,312	102.55	1,230,592	6,280	3.90%	853	0.45%
12/17/24	Treasury Note	91282CBZ3	1.250	04/30/28	04/30/28	10,000,000	9,070,313	94.85	9,485,156	414,843	3.48%	882	3.45%
05/20/25	Qualcomm Incorporated	747525BN2	1.300	05/20/28	05/20/28	1,900,000	1,747,582	94.11	1,788,048	40,466	3.81%	902	0.65%
12/17/24	Treasury Note	91282CCR0	1.000	07/31/28	07/31/28	10,000,000	8,919,207	93.70	9,370,313	451,106	3.49%	974	3.41%
09/10/24	Citibank NA	17325FBB3	5.800	09/29/28	09/29/28	2,600,000	2,754,524	104.91	2,727,784	(26,740)	3.95%	1034	0.99%
04/24/25	Treasury Note	91282CDF5	1.380	10/31/28	10/31/28	5,000,000	4,599,023	94.16	4,707,813	108,790	3.50%	1066	1.71%
09/10/24	AbbVie Inc	00287YBF5	4.250	11/14/28	11/14/28	2,000,000	2,027,680	101.06	2,021,281	(6,399)	3.87%	1080	0.74%
02/11/25	Merck & Co Inc	58933YBD6	1.900	12/10/28	12/10/28	2,300,000	2,081,981	94.49	2,173,195	91,214	3.84%	1106	0.79%
06/16/25	Cisco Systems Inc	17275RBR2	4.850	02/26/29	02/26/29	1,475,000	1,502,922	102.81	1,516,416	13,494	3.92%	1184	0.55%
02/25/25	Union Pacific Corporation	907818FB9	3.700	03/01/29	03/01/29	2,000,000	1,938,480	99.26	1,985,187	46,707	3.94%	1187	0.72%
05/28/25	Pfizer Inc	717081ET6	3.450	03/15/29	03/15/29	2,100,000	2,034,585	98.89	2,076,795	42,210	3.81%	1201	0.76%
09/17/24	Target Corporation	87612EBH8	3.380	04/15/29	04/15/29	2,000,000	1,964,920	98.26	1,965,213	293	3.93%	1232	0.72%
01/21/25	Wisconsin Electric Power Company	976656CQ9	5.000	05/15/29	05/15/29	1,550,000	1,560,680	103.01	1,596,690	36,010	4.06%	1262	0.58%
04/29/25	FNMA Benchmark Note	31359MEU3	6.250	05/15/29	05/15/29	5,750,000	6,288,229	108.72	6,251,142	(37,087)	3.55%	1262	2.28%
11/13/25	John Deere Capital Corp	24422EXT1	4.850	06/11/29	06/11/29	2,000,000	2,054,499	103.01	2,080,148	5,649	3.93%	1289	0.75%
03/17/25	Chubb InA Holdings Inc	171239AL0	4.650	08/15/29	08/15/29	2,000,000	2,007,139	102.29	2,045,790	38,651	3.98%	1354	0.74%
03/06/25	Exxon Mobil Corp	30231GBE1	2.440	08/16/29	08/16/29	2,300,000	2,129,477	95.67	2,200,412	70,935	3.70%	1355	0.80%
04/14/25	FHLMC Reference Note	3134A3U46	6.750	09/15/29	09/15/29	7,300,000	8,097,393	111.13	8,112,337	14,944	3.59%	1385	2.95%
04/15/25	Home Depot Inc	437076CB6	2.700	04/15/30	04/15/30	2,000,000	1,832,819	94.76	1,895,226	62,407	4.02%	1597	0.69%
	Subtotal					\$ 287,730,109	\$ 249,115,758	\$	\$ 255,470,494	\$ 6,354,736	3.69%	612	92.98%
	Local Agency Investment Fund (LAIF)					19,246,308	19,246,308	100.19	19,283,445	37,137	4.10%	251	7.02%
	Subtotal					\$ 276,976,417	\$ 268,362,066	\$	\$ 274,753,939	\$ 6,391,873	3.72%	587	100.00%
	Operating Bank Balance					24,168,901							
	TOTAL					\$ 292,550,967	\$	\$	\$ 292,550,967	\$			

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
11/01/25-11/30/25

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME											
FNMA Benchmark Note	NOTE	3135G06G3	0.500	11/07/25	29,000.00	30,000.00	-	-	1,000.00	-	1,000.00
MetLife Inc	NOTE	59156RBQ0	3.600	11/13/25	33,600.00	36,000.00	-	-	2,400.00	-	2,400.00
Bristol-Myers Squibb Co	NOTE	110122EE4	4.900	02/22/27	18,783.33	-	-	-	(18,783.33)	-	(18,783.33)
Lockheed Martin Corporation	NOTE	539830BH1	3.550	01/15/26	18,647.76	-	-	23,925.42	5,277.66	(979.50)	4,298.16
FHLB	NOTE	3130AKQX7	0.700	01/28/26	3,164.58	-	-	4,185.42	1,020.84	4,615.53	5,636.37
Treasury Note	NOTE	91282CBQ3	0.500	02/28/26	8,563.54	-	-	12,707.18	4,143.64	26,869.80	31,013.44
FHLB	NOTE	3130ALHH0	0.960	03/05/26	5,824.00	-	-	8,944.00	3,120.00	9,572.19	12,692.19
Prudential Financial Inc	NOTE	74432QCH6	1.500	03/10/26	4,196.88	-	-	6,665.63	2,468.75	(185.28)	2,283.47
FHLB	NOTE	3130AUUJ6	4.130	03/13/26	39,875.00	-	-	64,798.88	24,921.88	1,651.97	26,573.85
Loews Corporation	NOTE	540424AS7	3.750	04/01/26	4,687.50	-	-	9,375.00	4,687.50	873.02	5,560.52
Sierra Pacific Power	NOTE	826418BM6	2.600	05/01/26	-	-	-	3,520.83	3,520.83	(841.90)	2,678.93
FHLB	NOTE	3130A8XY4	1.880	09/11/26	2,604.17	-	-	4,166.67	1,562.50	(864.12)	698.38
FHLB	NOTE	3130AWTQ3	4.630	09/11/26	20,876.74	-	-	33,402.78	12,526.04	(810.07)	11,715.97
FHLB	NOTE	3130A2VE3	3.000	09/11/26	25,000.00	-	-	40,000.00	15,000.00	5,846.01	20,846.01
Public Service Electric And Gas	NOTE	74456QBR6	2.250	09/15/26	3,521.88	-	-	5,818.75	2,296.87	2,122.83	4,419.70
PepsiCo Inc	NOTE	713448DN5	2.380	10/06/26	1,814.24	-	-	3,991.32	2,177.08	2,031.55	4,208.63
Treasury Note	NOTE	91282CLS8	4.130	10/31/26	455.80	-	-	14,129.83	13,674.03	(99.31)	13,574.72
Treasury Note	NOTE	91282U24	2.000	11/15/26	92,391.30	100,000.00	-	-	16,448.48	14,683.84	31,132.32
Duke Energy Carolinas	NOTE	26442CAS3	2.950	12/01/26	12,291.67	14,750.00	-	-	2,458.33	1,344.76	3,803.09
FHLB	NOTE	3130A9YY1	2.130	12/11/26	31,402.78	-	-	-	34,836.07	(1,881.94)	4,847.22
Treasury Note	NOTE	91282CME8	4.250	12/31/26	143,989.07	-	-	178,825.14	34,836.07	(3,164.92)	31,671.15
FHLB	NOTE	3130B5K64	4.000	03/10/27	3,400.00	-	-	5,400.00	2,000.00	23.76	2,023.76
JP Morgan Chase & CO	NOTE	46647PBW5	1.040	02/04/27	6,911.67	-	-	9,295.00	2,383.33	6,237.20	8,620.53
Treasury Note	NOTE	91282ZE3	0.630	03/31/27	5,494.51	-	-	10,645.60	5,151.09	23,655.22	28,806.31
Chevron Corp	NOTE	166764BX7	2.300	05/11/27	20,019.27	21,196.88	-	-	3,532.82	3,477.14	7,009.96
Treasury Note	NOTE	91282ZV5	0.500	06/30/27	16,847.83	-	-	20,923.91	4,076.08	24,244.03	28,320.11
Honeywell International Inc	NOTE	438516CX2	4.650	07/30/27	23,508.33	-	-	31,258.33	7,750.00	(1,290.09)	6,459.91
Procter & Gamble Co	NOTE	742718EV7	2.850	08/11/27	13,300.00	-	-	18,287.50	4,987.50	1,497.23	6,484.73
Meta Platforms Inc	NOTE	30303M8G0	3.500	08/15/27	15,147.22	-	-	21,126.39	5,979.17	455.71	6,434.88
FFCB	NOTE	3133ETVJ3	3.630	08/27/27	-	-	56,085.80	72,220.07	16,134.27	(257.56)	15,876.71
Alabama Power Company	NOTE	010392FY9	3.750	09/01/27	9,687.50	-	-	14,531.25	4,843.75	181.82	5,025.57
FNMA	NOTE	3135G05Y5	0.750	10/08/27	5,175.00	-	-	11,925.00	6,750.00	23,133.76	29,883.76
UnitedHealth Group Inc	NOTE	91324PDE9	2.950	10/15/27	2,753.33	-	-	7,915.83	5,162.50	2,598.28	7,760.78
US Bank NA	NOTE	90331HPP2	4.510	10/22/27	2,929.55	-	-	12,694.72	9,765.17	95.27	9,860.44
FFCB	NOTE	3133ETM95	3.380	10/27/27	-	-	3,351.56	8,765.63	5,414.07	273.64	5,687.71
Treasury Note	NOTE	91282CAU5	0.500	10/31/27	138.12	-	-	4,281.77	4,143.65	22,982.86	27,126.51
General Dynamics Corporation	NOTE	369550AZ1	2.630	11/15/27	23,603.13	25,593.75	-	2,275.00	4,265.62	2,455.18	6,720.80

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
11/01/25-11/30/25

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Treasury Note	NOTE	91282CLX7	4.130	11/15/27	190,557.07	206,250.00	-	18,232.04	33,924.97	772.42	34,697.39
FHLB	NOTE	3130ATUS4	4.250	12/10/27	150,728.02	-	-	182,797.81	32,069.79	(2,283.16)	29,786.63
PNC Bank NA	NOTE	69353RFJ2	3.250	01/22/28	17,875.00	-	-	23,291.67	5,416.67	2,282.67	7,699.34
FFCB	NOTE	3133ERZ46	4.250	01/28/28	77,952.08	-	-	103,097.92	25,145.84	982.33	26,128.17
PepsiCo Inc	NOTE	713448FL7	3.600	02/18/28	7,300.00	-	-	10,300.00	3,000.00	141.99	3,141.99
Caterpillar Financial Services	NOTE	14913UAY6	4.400	03/03/28	14,177.78	-	-	21,511.11	7,333.33	(61.84)	7,271.49
FHLB	NOTE	3130ATS57	4.500	03/10/28	-	-	11,250.00	15,187.50	3,937.50	(783.38)	3,154.12
Florida Power & Light Company	NOTE	341081GK7	5.050	04/01/28	5,050.00	-	-	10,100.00	5,050.00	(675.96)	4,374.04
Treasury Note	NOTE	91282CBZ3	1.250	04/30/28	345.30	-	-	10,704.42	10,359.12	22,693.76	33,052.88
Qualcomm Incorporated	NOTE	747525BN2	1.300	05/20/28	11,046.39	12,350.00	-	754.72	2,058.33	4,237.76	6,296.09
Bank of New York Mellon	NOTE	06406RBX4	4.890	07/21/28	34,637.50	-	-	45,028.75	10,391.25	(980.60)	9,410.65
Treasury Note	NOTE	91282CCR0	1.000	07/31/28	25,271.74	-	-	33,423.91	8,152.17	24,984.10	33,136.27
Citibank NA	NOTE	17325FBB3	5.800	09/29/28	13,411.38	-	-	25,984.54	12,573.16	(3,218.07)	9,355.09
Treasury Note	NOTE	91282CDF5	1.380	10/31/28	189.92	-	-	5,887.43	5,697.51	9,361.32	15,058.83
AbbVie Inc	NOTE	00287YBF5	4.250	11/14/28	39,430.56	42,500.00	-	4,013.89	7,083.33	(552.50)	6,530.83
Merck & Co Inc	NOTE	58933YBD6	1.900	12/10/28	17,115.83	-	-	20,757.50	3,641.67	4,752.24	8,393.91
Cisco Systems Inc	NOTE	17275RBR2	4.850	02/26/29	12,916.49	-	-	18,877.95	5,961.46	(630.29)	5,331.17
Union Pacific Corporation	NOTE	907818FB9	3.700	03/01/29	12,333.33	-	-	18,500.00	6,166.67	1,277.23	7,443.90
Pfizer Inc	NOTE	717081ET6	3.450	03/15/29	9,257.50	-	-	15,295.00	6,037.50	1,436.64	7,474.14
Target Corporation	NOTE	87612EBH8	3.380	04/15/29	3,000.00	-	-	8,625.00	5,625.00	638.98	6,263.98
Wisconsin Electric Power Company	NOTE	976656CQ9	5.000	05/15/29	35,736.11	38,750.00	-	3,444.44	6,458.33	(206.30)	6,252.03
FNMA Benchmark Note	NOTE	31359MEU3	6.250	05/15/29	165,711.81	179,687.50	-	15,972.22	29,947.91	(11,097.50)	18,850.41
John Deere Capital Corp	NOTE	24422EXT1	4.850	06/11/29	-	-	41,225.00	45,805.56	4,580.56	(719.89)	3,860.67
Chubb InA Holdings Inc	NOTE	171239AL0	4.650	08/15/29	19,633.33	-	-	27,383.33	7,750.00	(134.97)	7,615.03
Exxon Mobil Corp	NOTE	30231GBE1	2.440	08/16/29	11,691.67	-	-	16,368.33	4,676.66	3,199.29	7,875.95
FHLMC Reference Note	NOTE	3134A3U46	6.750	09/15/29	62,962.50	-	-	104,025.00	41,062.50	(15,055.74)	26,006.76
Home Depot Inc	NOTE	437076CB6	2.700	04/15/30	2,400.00	-	-	6,900.00	4,500.00	2,787.88	7,287.88
Subtotal					\$ 1,590,337.01	\$ 707,078.13	\$ 111,912.36	\$ 1,527,597.82	\$ 532,426.58	\$ 213,696.32	\$ 746,122.90
CASH EQUIVALENTS											
Dreyfus Treasury					-	87,605.57	-	-	87,605.57	-	87,605.57
Subtotal					\$ 87,605.57	\$ 87,605.57	\$ -	\$ -	\$ 87,605.57	\$ -	\$ 87,605.57
LAIF											
Local Agency Investment Fund					67,586.82	-	-	132,380.97	64,794.15	-	64,794.15
TOTAL					\$ 1,657,923.83	\$ 794,683.70	\$ 111,912.36	\$ 1,659,978.79	\$ 684,826.30	\$ 213,696.32	\$ 898,522.62

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 11/30/25

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
11/30/25	Dreyfus Trsy Sec CM Investor	BAXB9MMA7	0.000	11/30/25	11/30/25	\$ 2,855,712	\$ 2,855,712	100.00	\$ 2,855,712	\$ -	3.80%	0	4.09%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	415,000	432,814	99.91	414,647	(18,167)	4.15%	46	0.59%
03/18/25	Bank of New York Mellon	06406R BX4	4.890	07/21/28	01/22/26	550,000	563,801	101.47	558,070	4,269	4.25%	53	0.80%
01/19/23	FHLB	3130AKOX7	0.700	01/28/26	01/28/26	1,050,000	949,566	99.47	1,044,436	94,870	3.89%	59	1.49%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	02/04/26	700,000	630,509	99.45	696,144	65,635	4.42%	66	1.00%
10/20/25	State Street Corp	867477CN1	4.530	02/20/29	02/20/26	550,000	567,348	101.19	556,558	(790)	4.25%	82	0.80%
12/06/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	3,000,000	2,831,668	99.18	2,975,273	143,605	3.77%	90	4.26%
06/20/23	FFCB	3133EPCF0	4.500	03/02/26	03/02/26	2,000,000	2,003,788	100.13	2,002,689	(1,099)	3.94%	92	2.87%
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	900,000	817,164	99.22	892,985	75,821	3.87%	95	1.28%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	450,000	455,338	99.27	446,699	(8,639)	4.11%	100	0.64%
02/17/23	FHLB	3130AUJ36	4.130	03/13/26	03/13/26	1,250,000	1,239,538	100.07	1,250,864	11,326	3.85%	103	1.79%
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	04/01/26	375,000	369,385	99.83	374,352	4,967	4.24%	122	0.54%
10/20/25	Morgan Stanley	61748UAK8	4.130	10/18/29	04/22/26	625,000	625,200	100.00	625,017	(183)	4.31%	143	0.89%
03/19/25	US Bank NA	90331HPP2	2.950	10/22/27	04/22/26	625,000	623,150	100.38	627,389	4,239	4.34%	143	0.90%
07/21/26	FNMA	3135G0K36	2.130	04/24/26	04/24/26	982,000	967,015	99.34	975,564	8,549	3.76%	145	1.40%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	450,000	463,125	99.34	447,029	(16,096)	4.17%	152	0.64%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	300,000	315,528	98.58	295,737	(19,791)	3.72%	285	0.42%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	300,000	279,264	98.66	295,983	16,719	3.97%	289	0.42%
03/01/23	Pepsico Inc	713448DN5	2.380	10/06/26	10/06/26	450,000	414,180	98.83	444,719	30,539	3.78%	310	0.64%
05/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	2,100,000	1,986,469	98.45	2,067,352	80,883	3.66%	350	2.96%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	700,000	720,419	98.44	689,088	(31,331)	3.67%	376	0.99%
04/14/25	FHLB	3130B5K64	4.000	03/10/27	03/10/27	1,500,000	1,503,375	100.52	1,507,817	4,442	3.58%	465	2.16%
01/31/23	Treasury Note	912828ZE3	0.630	03/31/27	03/31/27	3,750,000	3,401,865	96.21	3,608,057	206,192	3.55%	486	5.16%
05/11/23	Chevron Corp	166764BX7	2.000	05/11/27	05/11/27	475,000	442,086	97.58	463,527	21,441	3.72%	527	0.66%
10/20/25	Burlington Northern Santa Fe	12189LBA8	3.250	06/15/27	06/15/27	525,000	521,624	99.28	521,242	(382)	3.73%	562	0.75%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	4,000,000	3,659,385	95.37	3,814,844	155,459	3.52%	577	5.46%
03/18/25	Procter & Gamble Co	742718EV7	2.850	08/11/27	08/11/27	575,000	557,532	98.75	567,796	10,264	3.61%	619	0.81%
03/18/25	Meta Platforms Inc	30303M8G0	3.500	08/15/27	08/15/27	550,000	540,447	99.68	548,214	7,767	3.69%	623	0.78%
11/07/25	FFCB	3133ETVJ3	3.630	08/27/27	08/27/27	3,150,000	3,153,276	100.10	3,153,206	(70)	3.56%	635	4.51%
03/18/25	Alabama Power Company	010392FY9	3.750	09/01/27	09/01/27	425,000	417,822	99.94	424,735	6,913	3.56%	640	0.61%
02/15/23	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	550,000	512,972	98.41	541,235	28,263	3.84%	684	0.77%
05/15/25	General Dynamics Corporation	369550AZ1	2.630	11/15/27	11/15/27	550,000	529,249	97.92	538,586	9,337	3.73%	715	0.77%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 11/30/25

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
03/20/25	Treasury Note	91282CMF5	4.250	01/15/28	01/15/28	4,000,000	4,036,861	101.52	4,060,625	23,764	3.50%	776	5.81%
03/18/25	PNC Bank NA	39353RFJ2	3.250	01/22/28	01/22/28	550,000	531,361	98.92	544,034	12,673	3.78%	783	0.78%
03/18/25	Pepsico Inc	713448FL7	3.600	02/18/28	02/18/28	125,000	122,811	99.71	124,641	1,830	3.73%	810	0.18%
03/20/25	FFCB	3133ER4Q1	4.250	02/24/28	02/24/28	3,500,000	3,527,790	101.45	3,550,847	23,057	3.57%	816	5.08%
05/13/25	Caterpillar Financial Services	14913UJAY6	4.400	03/03/28	03/03/28	525,000	525,546	101.24	531,525	5,979	3.82%	824	0.76%
03/18/25	FHLB	3130ATS57	4.500	03/10/28	03/10/28	3,500,000	3,545,465	102.05	3,571,708	26,243	3.56%	831	5.11%
04/01/25	Florida Power & Light CO	341081GK7	5.050	04/01/28	04/01/28	400,000	408,104	102.55	410,197	2,093	3.90%	853	0.59%
05/20/25	Qualcomm Incorporated	747525BN2	1.300	05/20/28	05/20/28	500,000	459,890	94.11	470,539	10,649	3.91%	902	0.67%
10/20/25	FFCB	3133ERGL9	4.500	06/07/28	06/07/28	485,000	497,047	102.25	495,897	(1,150)	3.56%	920	0.71%
03/18/25	Public Service Electric And Gas	74456QB3	3.650	09/01/28	09/01/28	150,000	145,974	99.25	148,870	2,896	3.94%	1006	0.21%
09/17/24	Citibank NA	17325FBB3	5.800	09/29/28	09/29/28	615,000	646,834	104.91	645,226	(1,608)	3.95%	1034	0.92%
03/18/25	Treasury Note	91282CDF5	1.380	10/31/28	10/31/28	4,000,000	3,644,531	94.16	3,766,250	121,719	3.50%	1066	5.39%
03/18/25	Abbvie Inc	00287YBF5	4.250	11/14/28	11/14/28	550,000	546,865	101.06	555,852	8,987	3.87%	1080	0.80%
10/20/25	FHLB	3130AXQK7	4.750	12/08/28	12/08/28	300,000	310,872	103.38	310,126	(746)	3.56%	1104	0.44%
03/18/25	Merck & Co Inc	58933YBD6	1.900	12/10/28	12/10/28	600,000	549,204	94.49	566,920	17,716	3.84%	1106	0.81%
06/16/25	Cisco Systems Inc	17275RBR2	4.850	02/26/29	02/26/29	525,000	534,938	102.81	539,741	4,803	3.92%	1184	0.77%
03/18/25	Union Pacific Corporation	907818FB9	3.700	03/01/29	03/01/29	550,000	534,221	99.26	545,926	11,705	3.94%	1187	0.78%
05/28/25	Pfizer Inc	717081ET6	3.450	03/15/29	03/15/29	575,000	557,089	98.89	568,646	11,557	3.81%	1201	0.81%
03/20/25	Treasury Note	91282CEE7	2.380	03/31/29	03/31/29	4,000,000	3,769,439	96.42	3,856,875	87,436	3.52%	1217	5.52%
03/18/25	Target Corporation	87612EBH8	3.380	04/15/29	04/15/29	550,000	528,000	98.26	540,434	12,434	3.93%	1232	0.77%
03/18/25	Wisconsin Electric Power Company	976656CQ9	5.000	05/15/29	05/15/29	425,000	430,699	103.01	437,802	7,103	4.06%	1262	0.63%
10/20/25	Comcast Corporation	20030NEH0	5.100	06/01/29	06/01/29	525,000	545,874	103.25	542,056	(3,818)	4.10%	1279	0.78%
10/20/25	John Deere Capital Corp	2442EXT1	4.850	06/11/29	06/11/29	525,000	541,979	103.01	540,789	(1,190)	3.93%	1289	0.77%
03/18/25	Chubb InA Holdings Inc	171239AL0	4.650	08/15/29	08/15/29	550,000	553,278	102.29	562,592	9,314	3.98%	1354	0.81%
03/18/25	Exxon Mobil Corp	30231GBE1	2.440	08/16/29	08/16/29	600,000	555,630	95.67	574,021	18,391	3.70%	1355	0.82%
03/25/25	FHLMC Reference Notes	3134A3U46	6.750	09/15/29	09/15/29	750,000	831,547	111.13	833,459	1,912	3.59%	1385	1.19%
03/19/25	FNMA Benchmark Note	31359MFJ7	7.130	01/15/30	01/15/30	3,000,000	3,389,339	113.37	3,400,999	11,660	3.61%	1507	4.87%
03/18/25	Duke Energy Carolinas	28442CBP8	4.850	03/15/30	03/15/30	425,000	428,110	103.11	438,237	10,127	4.05%	1566	0.63%
04/15/25	Home Depot Inc	437076CB6	2.700	04/15/30	04/15/30	550,000	504,391	94.76	521,188	16,797	4.02%	1597	0.75%
	Subtotal					\$ 70,027,712	\$ 68,534,303	\$	\$ 69,881,588	\$ 1,347,285	3.71%	684	100.00%
	PFC Bank Balance						2,612,801						
	TOTAL					\$ 71,147,104	\$						

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Purchases - Maturities - Sales
As of 11/30/25

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
11/07/25	FFCB	3133ETVJ3	3.630	08/27/27	\$ 3,150,000.00	100.10400	\$ 3,153,276.00	\$ (23,154.69)
TOTAL PURCHASES					\$ 3,150,000.00	\$	\$ 3,153,276.00	\$ (23,154.69)

MATURITIES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	\$ 3,155,000.00	99.52827	\$ 3,140,117.00	\$ 14,883.00
TOTAL MATURITIES					\$ 3,155,000.00	\$	\$ 3,140,117.00	\$ 14,883.00

SALES / REDEMPTIONS / DELIVERS

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
03/18/25	Bristol-Myers Squibb Co	110122EF1	4.900	02/22/29	11/20/25	550,000.00	104.54378	\$ 574,990.78	\$ 557,821.00	\$ 17,169.78
TOTAL SALES / REDEMPTIONS / DELIVERS						\$ 550,000.00	\$	\$ 574,990.78	\$ 557,821.00	\$ 17,169.78

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
11/01/25-11/30/25

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME											
FNMA Benchmark Note	NOTE	3135G06G3	0.500	11/07/25	7,624.58	7,887.50	-	-	262.92	-	262.92
Bristol-Myers Squibb Co	NOTE	110122EF1	4.900	02/22/29	5,165.42	-	-	-	(5,165.42)	-	(5,165.42)
Lockheed Martin Corporation	NOTE	539830BH1	3.550	01/15/26	4,337.90	-	-	5,565.61	1,227.71	(343.47)	884.24
FHLB	NOTE	3130AKQX7	0.700	01/28/26	1,898.75	-	-	2,511.25	612.50	2,769.32	3,381.82
Treasury Note	NOTE	91282CBQ3	0.500	02/28/26	2,569.06	-	-	3,812.15	1,243.09	8,344.99	9,588.08
FFCB	NOTE	3133EPCF0	4.500	03/02/26	14,750.00	-	-	22,250.00	7,500.00	(117.03)	7,382.97
FHLB	NOTE	3130ALLH0	0.960	03/05/26	1,344.00	-	-	2,064.00	720.00	2,208.97	2,928.97
Prudential Financial Inc	NOTE	74432QCH6	1.500	03/10/26	956.25	-	-	1,518.75	562.50	(98.18)	464.32
FHLB	NOTE	3130AUU36	4.130	03/13/26	6,875.00	-	-	11,171.88	4,296.88	284.82	4,581.70
Loews Corporation	NOTE	540424AS7	3.750	04/01/26	1,171.88	-	-	2,343.75	1,171.87	180.94	1,352.81
FNMA	NOTE	3135G0K36	2.130	04/24/26	405.76	-	-	2,144.72	1,738.96	1,652.79	3,391.75
Sierra Pacific Power	NOTE	826418BM6	2.600	05/01/26	-	-	-	975.00	975.00	(153.89)	821.11
FHLB	NOTE	3130A8XY4	1.880	09/11/26	781.25	-	-	1,250.00	468.75	(259.24)	209.51
Public Service Electric And Gas	NOTE	74456QBR6	2.250	09/15/26	862.50	-	-	1,425.00	562.50	519.84	1,082.34
Pepsico Inc	NOTE	713448DN5	2.380	10/06/26	742.19	-	-	1,632.81	890.62	831.09	1,721.71
Treasury Note	NOTE	912828U24	2.000	11/15/26	19,402.17	21,000.00	-	1,856.35	3,454.18	2,650.54	6,104.72
FHLB	NOTE	3130A9YY1	2.130	12/11/26	5,784.72	-	-	7,024.31	1,239.59	(346.67)	892.92
JP Morgan Chase & CO	NOTE	46647PBW5	1.040	02/04/27	1,759.33	-	-	2,366.00	606.67	1,513.40	2,120.07
FHLB	NOTE	3130B5K64	4.000	03/10/27	8,500.00	-	-	13,500.00	5,000.00	(147.81)	4,852.19
Treasury Note	NOTE	912828ZE3	0.630	03/31/27	2,060.44	-	-	3,992.10	1,931.66	9,222.28	11,153.94
Chevron Corp	NOTE	166764BX7	2.000	05/11/27	4,474.90	4,738.13	-	526.46	789.69	688.84	1,478.53
Burlington Northern Santa Fe	NOTE	12189LBA8	3.250	06/15/27	6,445.83	-	-	7,887.71	1,421.88	170.49	1,592.37
Treasury Note	NOTE	912828ZV5	0.500	06/30/27	6,739.13	-	-	8,369.57	1,630.44	10,341.75	11,972.19
Procter & Gamble Co	NOTE	742718EV7	2.850	08/11/27	3,641.67	-	-	5,007.29	1,365.62	607.95	1,973.57
Meta Platforms Inc	NOTE	30303M8G0	3.500	08/15/27	4,063.89	-	-	5,668.06	1,604.17	330.95	1,935.12
FFCB	NOTE	3133ETVJ3	3.630	08/27/27	-	-	23,154.69	29,815.63	6,660.94	(106.33)	6,554.61
Alabama Power Company	NOTE	010392FY9	3.750	09/01/27	2,656.25	-	-	3,984.38	1,328.13	244.16	1,572.29
Unitedhealth Group Inc	NOTE	91324PDE9	2.950	10/15/27	721.11	-	-	2,073.19	1,352.08	715.48	2,067.56
US Bank NA	NOTE	90331HPP2	2.950	10/22/27	704.22	-	-	3,051.61	2,347.39	59.60	2,406.99
General Dynamics Corporation	NOTE	369550AZ1	2.630	11/15/27	6,657.29	7,218.75	-	641.67	1,203.13	692.49	1,895.62
Treasury Note	NOTE	91282CMF5	4.250	01/15/28	50,353.26	-	-	64,211.96	13,858.70	(1,146.72)	12,711.98
PNC Bank NA	NOTE	39353RFJ2	3.250	01/22/28	4,915.63	-	-	6,405.21	1,489.58	546.61	2,036.19
Pepsico Inc	NOTE	713448FL7	3.600	02/18/28	912.50	-	-	1,287.50	375.00	62.60	437.60
FFCB	NOTE	3133ER4Q1	4.250	02/24/28	27,684.03	-	-	40,079.86	12,395.83	(792.72)	11,603.11
Caterpillar Financial Services	NOTE	14913UAY6	4.400	03/03/28	3,721.67	-	-	5,646.67	1,925.00	(16.23)	1,908.77
FHLB	NOTE	3130ATS57	4.500	03/10/28	22,312.50	-	-	35,437.50	13,125.00	(1,273.53)	11,851.47
Florida Power & Light CO	NOTE	341081GK7	5.050	04/01/28	1,683.33	-	-	3,366.67	1,683.34	(225.32)	1,458.02

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
11/01/25-11/30/25

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Qualcomm Incorporated	NOTE	747525BN2	1.300	05/20/28	2,906.94	3,250.00	-	198.61	541.67	1,115.20	1,656.87
FFCB	NOTE	3133ERGL9	4.500	06/07/28	8,730.00	-	-	10,548.75	1,818.75	(382.05)	1,436.70
Bank of New York Mellon	NOTE	06406R BX4	4.890	07/21/28	7,470.83	-	-	9,712.08	2,241.25	(94.85)	2,146.40
Public Service Electric And Gas	NOTE	74456QB X3	3.650	09/01/28	912.50	-	-	1,368.75	456.25	97.25	553.50
Citibank NA	NOTE	17325FBB3	5.800	09/29/28	3,172.31	-	-	6,146.34	2,974.03	(686.75)	2,287.28
Treasury Note	NOTE	91282CDF5	1.380	10/31/28	151.93	-	-	4,709.94	4,558.01	8,066.61	12,624.62
Abbvie Inc	NOTE	00287YBF5	4.250	11/14/28	10,843.40	11,687.50	-	1,103.82	1,947.92	71.52	2,019.44
FHLB	NOTE	3130AXQK7	4.750	12/08/28	5,660.42	-	-	6,847.92	1,187.50	(289.41)	898.09
Merck & Co Inc	NOTE	58933YBD6	1.900	12/10/28	4,465.00	-	-	5,415.00	950.00	1,136.38	2,086.38
State Street Corp	NOTE	857477CN1	4.530	02/20/29	4,913.79	-	-	6,990.04	2,076.25	(183.85)	1,892.40
Cisco Systems Inc	NOTE	17275RBR2	4.850	02/26/29	4,597.40	-	-	6,719.27	2,121.87	(224.34)	1,897.53
Union Pacific Corporation	NOTE	907818FB9	3.700	03/01/29	3,391.67	-	-	5,087.50	1,695.83	332.90	2,028.73
Pfizer Inc	NOTE	717081ET6	3.450	03/15/29	2,534.79	-	-	4,187.92	1,653.13	393.37	2,046.50
Treasury Note	NOTE	91282CEE7	2.380	03/31/29	8,351.65	-	-	16,181.32	7,829.67	4,746.22	12,575.89
Target Corporation	NOTE	87612EBH8	3.380	04/15/29	825.00	-	-	2,371.88	1,546.88	450.20	1,997.08
Wisconsin Electric Power Company	NOTE	976656CQ9	5.000	05/15/29	9,798.61	10,625.00	-	944.44	1,770.83	(114.29)	1,656.54
Comcast Corporation	NOTE	20030NEH0	5.100	06/01/29	11,156.25	13,387.50	-	-	2,231.25	(481.71)	1,749.54
John Deere Capital Corp	NOTE	24422EXT1	4.850	06/11/29	9,902.08	-	-	12,023.96	2,121.88	(388.82)	1,733.06
Chubb InA Holdings Inc	NOTE	171239AL0	4.650	08/15/29	5,399.17	-	-	7,530.42	2,131.25	(62.01)	2,069.24
Exxon Mobil Corp	NOTE	30231GBE1	2.440	08/16/29	3,050.00	-	-	4,270.00	1,220.00	838.75	2,058.75
FHLMC Reference Notes	NOTE	3134A3U46	6.750	09/15/29	6,468.75	-	-	10,687.50	4,218.75	(1,520.46)	2,698.29
Morgan Stanley	NOTE	61748UAK8	4.130	10/18/29	645.78	-	-	2,798.39	2,152.61	(4.18)	2,148.43
FNMA Benchmark Note	NOTE	31359MFJ7	7.130	01/15/30	62,937.50	-	-	80,750.00	17,812.50	(6,732.10)	11,080.40
Duke Energy Carolinas	NOTE	26442CBP8	4.850	03/15/30	2,633.82	-	-	4,351.53	1,717.71	(51.97)	1,665.74
Home Depot Inc	NOTE	437076CB6	2.700	04/15/30	660.00	-	-	1,897.50	1,237.50	762.79	2,000.29
Subtotal					\$ 416,258.00	\$ 79,794.38	\$ 23,154.69	\$ 523,687.50	\$ 164,069.19	\$ 46,407.16	\$ 210,476.35
CASH EQUIVALENTS											
Dreyfus Trsy Sec CM Investor					-	15,371.72	-	-	15,371.72	-	15,371.72
Subtotal					\$ -	\$ 15,371.72	\$ -	\$ -	\$ 15,371.72	\$ -	\$ 15,371.72
TOTAL					\$ 416,258.00	\$ 95,166.10	\$ 23,154.69	\$ 523,687.50	\$ 179,440.91	\$ 46,407.16	\$ 225,848.07

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2025 & 2024

		Monthly Performance			Fiscal YTD Performance (July 2025 - November 2025)								
		A	B	C	D	E	F			G	H	I	J
		Actual \$ Nov 2025	Budget Nov 2025	Actual \$ Prior Year Nov 2024	Note	Variance Actual Vs. Budget	Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Fiscal YTD Budget	Note	Variance Actual Vs. Budget	
	NOVEMBER 2025												
	OPERATING ACTIVITY												
	CASH RECEIPTS FROM OPERATIONS												
1		\$443,966	\$440,000	\$415,908	(2)	\$3,966	\$2,408,890	\$2,200,000	\$2,846,341		(2)	\$208,890	
2		2,330,110	2,900,001	2,510,237	(3)	(569,891)	14,417,697	14,500,002	15,260,001		(3)	(82,305)	
3		1,161,924	1,442,395	1,619,315	(4)	(280,471)	7,792,497	7,211,970	8,288,694		(4)	580,527	
4		1,295,398	1,364,272	1,385,209	(5)	(68,874)	6,892,269	6,821,362	6,770,592		(5)	70,907	
5		359,442	335,000	410,756	(6)	24,442	1,747,928	1,675,000	1,923,494		(6)	72,928	
6		150,275	112,500	172,089	(7)	37,775	916,006	562,500	922,810		(7)	363,506	
7		851,567	666,250	475,754	(8)	185,317	3,825,171	3,331,250	1,645,296		(8)	493,921	
8		\$6,592,682	\$7,260,418	\$6,989,268	(1)	(\$667,736)	\$38,000,458	\$36,302,084	\$37,657,228		(1)	\$1,698,374	
9		(\$192,693)	(\$185,096)	(\$97,021)	(10)	(\$7,597)	(\$641,568)	(\$771,488)	(\$727,952)		(10)	\$129,920	
10		(426,212)	(388,446)	(393,281)	(11)	(37,766)	(1,991,530)	(2,244,979)	(2,026,859)		(11)	253,449	
11		(2,827,989)	(2,888,184)	(2,950,891)	(12)	60,195	(15,113,331)	(16,739,743)	(14,536,965)		(12)	1,626,412	
12		(528,131)	(620,175)	(556,857)	(13)	92,044	(4,297,718)	(5,086,125)	(3,791,310)		(13)	788,407	
13		(583,003)	(653,747)	(561,541)	(14)	70,746	(3,621,888)	(3,927,105)	(3,398,059)		(14)	305,217	
14		(60,637)	(62,383)	(58,796)	(15)	1,746	(502,719)	(657,126)	(442,799)		(15)	154,407	
15		0	0	0	(16)	0	(1,930,531)	(1,809,692)	(1,819,267)		(16)	(120,839)	
16		(\$4,618,665)	(\$4,798,031)	(\$4,618,387)	(9)	\$179,366	(\$28,099,285)	(\$31,236,258)	(\$26,743,211)		(9)	\$3,136,973	
17		\$1,974,017	\$2,462,387	\$2,370,881		(\$488,370)	\$9,901,173	\$5,065,826	\$10,914,017			\$4,835,347	
18		(\$100,522)	(\$106,668)	(\$33,801)	(17)	\$6,146	(\$389,174)	(\$500,001)	(\$301,845)		(17)	\$110,827	
19		(199,664)	(119,583)	(303,004)	(18)	(80,081)	(5,972,163)	(6,347,750)	(1,169,769)		(18)	375,587	
20		(\$300,186)	(\$226,251)	(\$336,805)		(\$73,935)	(\$6,361,337)	(\$6,847,751)	(\$1,471,614)			\$486,414	
21		\$313,635	\$85,964	\$0	(17)	\$227,671	\$313,635	402,951	\$135,134		(17)	(\$89,316)	
22		0	0	0	(19)	0	0	322,360	5,424		(19)	(322,360)	
23		0	99,977	0	(20)	(99,977)	0	5,231,054	63,493		(20)	(5,231,054)	
24		0	0	0	(21)	0	0	0	94,390		(21)	0	
25		\$313,635	\$185,941	\$0		\$127,694	\$313,635	\$5,956,365	\$298,441			(\$5,642,730)	
26		\$13,449	(\$40,310)	(\$336,805)		\$53,759	(\$6,047,702)	(\$891,386)	(\$1,173,173)			(\$5,156,316)	
27		\$1,987,466	\$2,422,077	\$2,034,076		(\$434,611)	\$3,853,471	\$4,174,440	\$9,740,844			(\$320,969)	

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2025 & 2024

	Monthly Performance					Fiscal YTD Performance (July 2025 - November 2025)				
	A	B	C	D	E	F	G	H	I	J
	Actual \$ Nov 2025	Budget Nov 2025	Actual \$ Prior Year Nov 2024	Note	Variance Actual Vs. Budget	Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
28	\$1,987,466	\$2,422,077	\$2,034,076		(\$434,611)	\$3,853,471	\$4,174,440	\$9,740,844		(\$320,969)
29	(\$65,980,197)	(\$66,014,244)	(\$37,160,754)	(22)	\$34,047	(\$277,227,208)	(\$288,031,788)	(\$149,103,197)	(22)	\$10,804,580
30	\$0	\$0	\$3,185,713	(23)	\$0	\$11,470,832	\$11,470,832	\$10,864,540	(23)	\$0
31	0	0	0	(23)	0	9,501,460	9,501,460	2,061,469	(23)	0
32	46,361,502	46,361,502	0	(23)	0	226,299,578	226,299,578	121,801,407	(23)	0
33	\$46,361,502	\$46,361,502	\$3,185,713		\$0	\$247,271,870	\$247,271,870	\$134,727,416		\$0
34	(\$19,618,695)	(\$19,652,742)	(\$33,975,041)		\$34,047	(\$29,955,338)	(\$40,759,918)	(\$14,375,781)		\$10,804,580
35	(\$17,631,229)	(\$17,230,665)	(\$31,940,965)		(\$400,564)	(\$26,101,867)	(\$36,585,478)	(\$4,634,937)		\$10,483,611

NET INCREASE (DECREASE) IN CASH FROM OPERATIONS

REPLACEMENT PASSENGER TERMINAL PROJECT ("RPT")

CASH DISBURSEMENTS

Replacement Passenger Terminal Project Costs

CASH RECEIPTS FROM FUNDING SOURCES

FAA Grants - Replacement Passenger Terminal Project
 Passenger Facility Charge Receipts/Reserves
 Bond Reimbursement - 2024 Revenue Bond

INCREASE (DECREASE) - RPT PROJECT TRANSACTIONS

NET INCREASE (DECREASE) IN CASH - TOTAL

Note 1 - Due to timing of invoices and payments thereof, the cash to budget analysis may not fully reflect current status of the project.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2025 & 2024

General Comments

The Schedule of Cash Receipts and Disbursements ("Schedule") represents the cash basis activity for the month and fiscal year-to-date ("FYTD") compared to the allocation of the annual adopted budget.

The Schedule consists of two sections: Operating Activity and Facility Improvement Transactions. Receipts are shown as positive amounts and disbursements as negative amounts. Favorable budget variances are shown as positive amounts and unfavorable variances as negative amounts. Because this Schedule is on a cash basis, cash timing differences may contribute to budget variances.

The Operating Activity receipts include charges for services (parking, landing fees and concessions), tenant rents, fuel flowage fees, other revenues and investment receipts. The Operating Activity disbursements include costs of services, materials, contracts, and personnel.

Facility Improvement Transactions represent the activity for the Authority's capital program, which consists of Other Facility Improvement Program Projects and the Noise Mitigation Program.

FY 2026 Replacement Passenger Terminal ("RPT") Project expenditures are primarily funded through federal grants, FAA-approved use of Passenger Facility Charge ("PFC") fees, and proceeds from General Airport Revenue Bonds ("GARBs").

The FY 2026 Non-RPT Capital Program expenditures are primarily funded through the following sources:

- FAA-approved PFC program receipts/reserves;
- Grants; and
- Operating Revenues

The notes below provide additional information regarding the performance results detailed in the "Schedule of Cash Receipts and Disbursements."

A Supplemental Schedule of Cash Receipts and Disbursements reflecting the activities related to the 2012 Bond debt service for the Regional Intermodal Transportation Center / Consolidated Rental Car Facility is also presented.

The adopted FY 2026 budget was premised on an activity level assumption of 6,200,000 annual passengers, reflecting a 5.70% reduction from actual FY 2025 levels. The budgeted passenger activity is allocated monthly based on historical activity and seasonality trends. Passenger count decreased by 8.80% and 3.24% FYTD November when compared to the same period in FY 2025 and the budget, respectively. Overall financial performance in November remains positive to the budget.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

**NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2025 & 2024**

NOTE (1) – Cash Receipts from Operations

Cash receipts from operations exceed the budget FYTD November. On an accrual basis, operating revenues exceed the budget FYTD November by \$2,213,158. See notes 2 through 8 for additional information regarding operating receipts.

NOTE (2) – Landing/Fuel Fees

Landing Fees are based on landed weight of the aircraft. Fuel fees are charged at a rate of \$0.05 a gallon to non-signatory air carriers for fuel loaded at BUR. On an accrual basis, Landing Fees combined with Fuel Flowage Fees exceed the budget by \$200,793 FYTD November.

NOTE (3) – Parking Fees

Parking fee revenues performed below the budget forecast FYTD November by \$82,305 due to timing of collections. Accrual basis Parking Fees exceed the budget by \$170,263 FYTD November.

NOTE (4) – Rental/Concession Receipts - Terminal Building

Terminal Building rental/concession receipts exceeded the budget FYTD November partially due to the timing of receipts. Accrual basis Terminal Building rents/concessions exceed the budget by \$229,984 FYTD November.

NOTE (5) – Rental Receipts - Other Buildings

Other Buildings rental receipts exceeded the budget FYTD November partially due to the timing of receipts. Accrual basis Other Building rents are \$204,767 above budget expectations FYTD November due to CPI adjustments.

NOTE (6) – Ground Transportation

This category consists of off-airport access fees and TNC activity. Accrual basis Ground Transportation exceeded budget by \$22,596 FYTD November.

NOTE (7) – Other Receipts

Other Receipts consist primarily of ground handling and airfield access fees. Accrual basis Other Receipts are \$227,308 ahead of budget FYTD November.

NOTE (8) – Investment Receipts - Treasurer

This line item represents cash received from the investment of funds. These receipts fluctuate in response to interest rate and portfolio balance changes, the timing of coupon payments, and individual investment maturities. Accrual basis investment income exceeds the budget by \$1,157,447 FYTD November.

NOTE (9) – Cash Disbursements from Operations

Overall operating disbursements on a cash basis and accrual basis are favorably under the budget FYTD November. See additional information on operating disbursement in notes 10 through 16.

NOTE (10) – Administrative Supplies & Costs

This line item includes office supplies, printing, postage and delivery, office equipment service and lease, recruiting, membership, uniform, Commission meeting, conference and training costs.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

**NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2025 & 2024**

NOTE (11) – Operating Supplies & Maintenance

This line item includes utilities, fuel, general repairs and maintenance, landscaping, supplies and telephone costs.

NOTE (12) – Contractual Operating Costs

This line item includes various contractual operating costs such as ARFF services, janitorial services, systems and vehicle repair, parking operations and the TBI Airport Management contract costs.

NOTE (13) – Contractual Professional Services

This line item includes various professional services such as legal, auditing, noise, financial and insurance.

NOTE (14) – Wages and Benefits

Wages and Benefits consist of payroll and fringe benefit costs for the Airport Police officers, and include the impact of the terms of the Memorandum of Understanding effective February 2023.

NOTE (15) – Other Operating Costs

This line item primarily includes public relations/advertising, air service retention, and license/permit fees.

NOTE (16) – Parking Tax

The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. The next remittance, covering the months of October, November, and December 2025, is due January 2026.

NOTE (17) – Noise Mitigation Program

FAA Grants and a PFC match are budgeted to fund the multi-year Part 150 Update project. This project commenced Q3 FY 2024 and is ongoing.

NOTE (18) – Other Facility Improvement Program Projects

Other Facility Improvement Program Project costs on a cash basis are on track with the budget FYTD November.

NOTE (19) – FAA Grants – Facility Improvement Program Projects

FAA Grants and a PFC match are budgeted to fund the design services for the Taxiway A and C extensions project.

NOTE (20) – Passenger Facility Charge Receipts/Reserves

A number of capital projects are budgeted to be funded or partially funded by Passenger Facility Charges, including the construction of the Runway and Taxiway Shoulder Rehabilitation, continued design efforts for the southeast quadrant of the Airport, design services for the Taxiway A and C extensions project, acquisition of an Airport Pavement Management System, update to the Airport Layout Plan, and the Part 150 Update project.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

**NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2025 & 2024**

NOTE (21) – Customer Facility Charge Reserves

The Regional Intermodal Transportation Center ("RITC") Art in Public Places capital project was funded by Customer Facility Charge Reserves and completed December 2024.

NOTE (22) – Replacement Passenger Terminal Project

The Authority programmed appropriations in the amount of \$590,756,795 for development of the multi-year RPT program. RPT costs on a cash basis are below budget expectations FYTD November by \$10,804,580 primarily due to the timing of payments. The majority of cash expenditures FYTD November are related to Holder, Pankow, TEC JV (\$240,803,253), inclusive of retention payments to the escrow bank, Jacobs Project Management Co. (\$8,253,545), and the City of Burbank Water and Power Aid-in-Construction Deposits for the community substation (\$26,677,540).

NOTE (23) – Replacement Passenger Terminal Project Funding Sources

Includes funding sources specifically approved for reimbursement of certain eligible RPT expenses, which include FAA grant awards, FAA approved Passenger Facility Charge fees and Revenue Bond reimbursements.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2025 & 2024

NOVEMBER 2025

Monthly Performance		Fiscal YTD Performance (July 2025 - November 2025)										
A	B	C		D		E		F	G	H	I	J
Actual \$ Nov 2025	Budget Nov 2025	Actual \$ Prior Year Nov 2024	Note	Variance Actual Vs. Budget	Actual \$ YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Variance Actual Vs. Budget	Note			
36	\$534,697	\$459,333	\$495,182 (1)	\$75,364	Customer Facility Charge Receipts	\$2,296,667	\$2,468,298	\$175,707	(1)			
37	54,429	85,913	65,755 (2)	(31,484)	Facility Rent	399,344	486,290	(30,222)	(2)			
38	(939,241)	(486,036)	(557,078)	(453,205)	Payments to Bond Trustee for 2012 Bond Debt Service	(2,481,134)	(2,430,183)	(50,951)				
39	(\$350,115)	\$59,210	\$3,859 (3)	(\$409,325)		\$390,584	\$296,050	\$94,534	(3)			

General Comments

The debt service on the 2012 Revenue Bonds is payable from Customer Facility Charges ("CFCs") and Facility Rents. Under the terms of the Bond Indenture, as amended, all CFCs collected subsequent to July 1, 2014 are remitted to the Bond Trustee for the 2012 Bond debt service.

On July 1, 2014, the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the respective Rent-A-Car Companies became effective, including the collection of Facility Rent.

Note (1) – Customer Facility Charge ("CFC") Receipts

CFCs of \$6 per day per transaction, up to a maximum of five days, are collected and applied to the 2012 Bond debt service.

Note (2) – Facility Rent

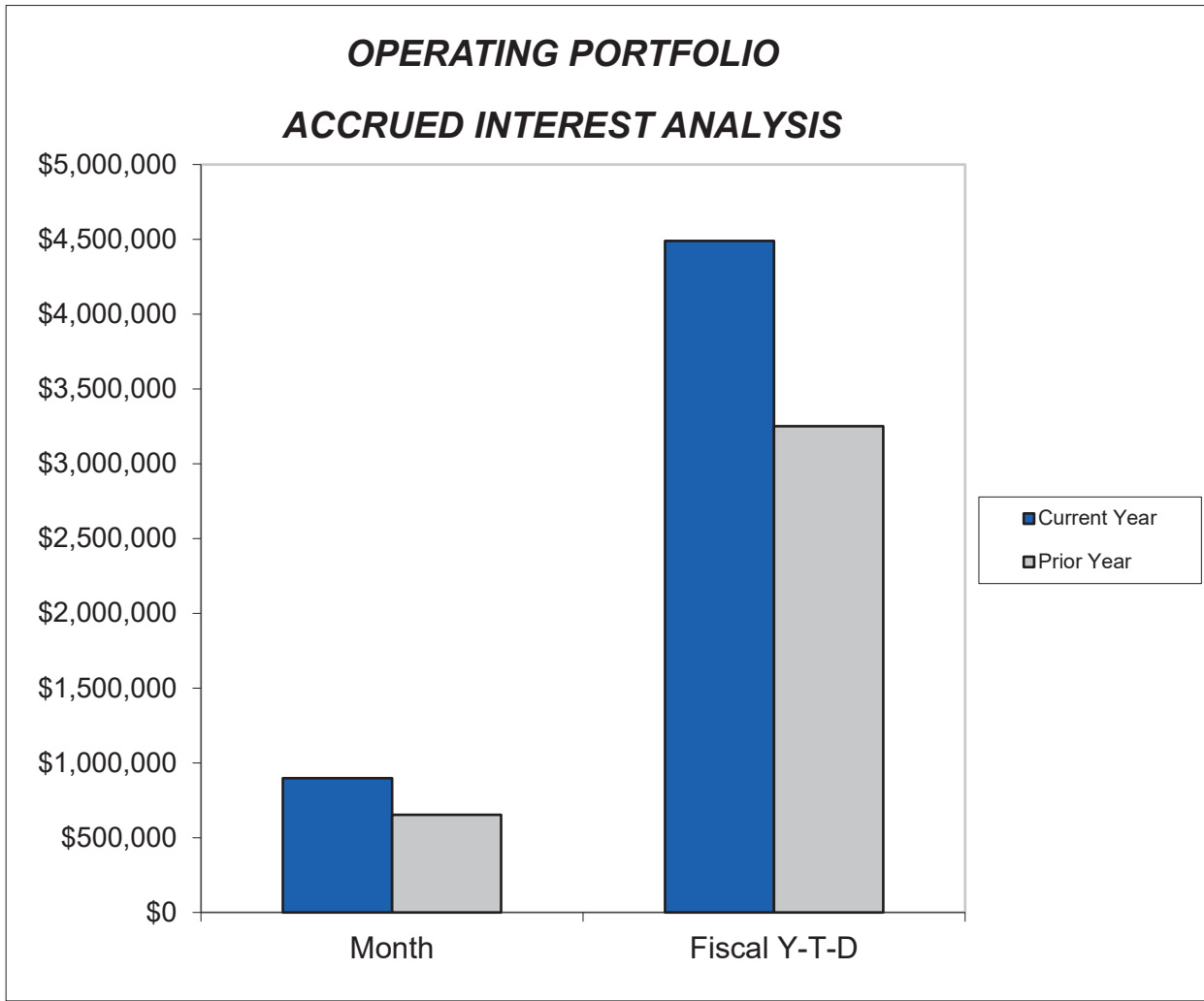
Facility Rent receipts may be applied to the 2012 Bond debt service or other allowable uses.

Note (3) – Net RITC / ConRAC Facility Payments and Collections

At fiscal year-end, upon conclusion of the required reconciliation, any excess surplus accumulated will be evaluated and applied toward the allowed uses under the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the Rent-A-Car Companies.

In the event of a shortfall of receipts to meet the required payment obligations (i.e., CFC collections perform under budget projections), the Authority holds the right to adjust the Facility Rent paid by the rental car companies on a 30-day notice.

Burbank-Glendale-Pasadena Airport Authority



	November 2025	November 2024
Accrued Interest Revenue - Month	\$898,523	\$653,823
Accrued Interest Revenue - FYTD	\$4,488,698	\$3,250,978
Month End Portfolio Balance (cost)	\$292,550,967	\$259,628,035
Yield to Maturity	3.72%	4.39%

Supplement to the November 2025 Treasurer's Report

FYTD November 2025 Cash Expenditures

Replacement Passenger Terminal Project (RPT)

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
REPLACEMENT PASSENGER TERMINAL PROJECT (RPT)
MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2025 & 2024**

Consultant/Vendor	Scope of Work	Prior Fiscal Years' Cash Expenditures	Current Authorized Amounts (1)	Nov 2025 Cash Expenditures	FYTD 2026 (Jul - Nov) Cash Expenditures	Remaining Contract Amount	Project-to-date Total Cash Expenditures
Jacobs Project Management Company (1a)	Program Management Services	17,632,925	36,896,018	56,391	8,253,545	11,009,548	25,886,470
Holder, Pankow, TEC JV (1d)	Design Builder	426,715,825	1,090,782,001	45,716,083	228,931,822	423,262,923	667,519,078
Truist Bank (1d)	Design Builder - Retention Escrow Account			2,361,917	11,871,431		
City of Burbank (5a)	Burbank Water & Power Aid-in-Construction Deposit	22,775,970	49,453,510	17,689,970	26,677,540	-	49,453,510
City of Burbank (5b)	Plan Check Services	496,874	496,874	-	-	-	496,874
RPT - Construction / Project Management, Subtotal:		\$ 467,621,594	\$ 1,177,628,403	\$ 65,824,361	\$ 275,734,338	\$ 434,272,471	\$ 743,355,932
Airport & Aviation Professionals Inc. (AvAirPros) (1b)	Airline Technical & Financial Coordination Services	752,737	400,000	34,341	147,033	252,967	899,770
Airport Projects (1b)	Technical Support	85,426	-	-	-	-	85,426
ATX (1b)	Technical Support	291,163	1,648,044	-	482,200	941,056	773,363
Conway Consulting (1b)	Technical Support	426,598	150,000	24,292	66,239	83,761	492,837
Georgino Development (1b)	Strategic Planning Services	200,400	60,000	5,000	24,800	35,200	225,200
Public Resources Advisory Group (PRAG) (1b)	Financial Advisory Services	602,762	275,000	8,731	27,708	247,292	630,470
Ricondo & Associates (1b)	Financial Feasibility Services	971,428	350,000	15,506	169,451	180,549	1,140,879
Geosyntec Consultants (1c)	Soil Management Services	8,586	N/A	-	-	N/A	8,586
Azrial (2)	Consulting Services	1,625	N/A	-	-	N/A	1,625
Fitch Ratings (2)	Rating Agency	35,000	N/A	-	-	N/A	35,000
Orrick, Herrington & Sutcliffe (2)	Bond Counsel	1,298,093	N/A	-	49,805	N/A	1,347,898
Camano Consulting Group (1b)	Consulting Services	63,145	174,000	14,500	72,500	101,500	135,645
DSM, Inc. (1b)	Consulting Services	12,500	N/A	-	-	N/A	12,500
Chapman (2)	Legal Services	70,000	N/A	-	-	N/A	70,000
Geraci (2)	Legal Services	2,000	N/A	-	-	N/A	2,000
Gordon Rees (2)	Legal Services	200	N/A	-	-	N/A	200
McDermott (2)	Legal Services	5,000	N/A	-	-	N/A	5,000
Moody's (2)	Rating Agency	95,900	N/A	-	-	N/A	95,900
Richards, Watson & Gershon (2)	Legal Services	476,324	N/A	3,441	22,174	N/A	498,498
Ring Bender (2)	Legal Services	4,793	N/A	-	-	N/A	4,793
S & P Global Rating (2)	Rating Agency	21,000	N/A	-	-	N/A	21,000
THU Legal Consulting (2)	Consulting Services	482,165	280,000	16,110	88,947	191,053	571,112
Thriving Restaurants (2)	Consulting Services	5,000	N/A	-	-	N/A	5,000
Woodward (2)	Consulting Services	51,000	36,000	3,000	15,000	21,000	66,000
Zions Bancorporation (2)	Consulting Services	5,500	N/A	-	3,000	N/A	8,500
RS&H (3)	Environmental Impact Study (EIS) Services	801,804	AIP / PFC Funded	-	-	N/A	801,804
XI-3 Corporation (4)	Consulting Services	91,770	N/A	-	-	N/A	91,770
Barclays Bank (6)	CP Program / LOC Bank	873,817	N/A	-	108,637	N/A	982,454
Sumitomo Mitsui (6)	CP Program / LOC Bank	1,124,266	N/A	-	161,562	N/A	1,285,828
Meetings	Various Expenses	30,876	N/A	-	-	N/A	30,876
Licenses & Other Fees	Various Expenses	52,498	N/A	30,915	53,814	N/A	106,312
RPT - Professional Services, Subtotal:		\$ 8,943,376	\$ 3,373,044	\$ 155,836	\$ 1,492,870	\$ 2,054,378	\$ 10,436,246
RPT - GRAND TOTAL		\$ 476,564,970	\$ 1,181,001,447	\$ 65,980,197	\$ 277,227,208	\$ 436,326,849	\$ 753,792,178

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOTES TO REPLACEMENT PASSENGER TERMINAL PROJECT SCHEDULE
MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2025 & 2024**

- (1) Current authorized NTE Contract amounts represent Commission approved appropriations. The FY 2026 adopted budget includes appropriations of \$590,756,795 for the RPT project.
- (1a) The Jacobs' authorized amount represents the following Commission approved Task Orders against the Professional Services agreement to date:
- Task Order 1 (Development of the Program Operations Manual) - \$1,419,796
 - Task Order 2 (Procurement of Progressive Design Builder) - \$1,125,722
 - Task Order 3 (Phase 2 Design and Pre-Construction Support Services) - \$8,857,765
 - Task Order 4 (Phase 3 Design/Construction Phase Support Services) - \$11,726,841
 - Task Order 5 (Phase 4 Design/Construction Phase Support Services) - \$13,765,895
- (1b) These are multi-year Professional Services contracts for technical, financial, and strategic airport services. These contracts were presented to and approved by the Commission.
- (1c) This Professional Services contract for geotechnical support was approved on September 1, 2022 to be effective August 1, 2022 through June 30, 2023.
- (1d) In December 2022, the Commission approved an estimated \$55,000,000 for Task Order 1 for Phase 1 design services of the RPT project to develop the 60% design level and Guaranteed Maximum Price (GMP). Actual Phase 1 services were contracted at \$54,244,242 and were completed April 2024.
- To date the Commission approved an additional six (6) Task Orders primarily for general conditions, equipment, and materials for a total of \$1,036,537,759.
- (2) Legal services and professional services to be utilized on an as needed basis.
- (3) RS&H expenditures are for the FAA's Written Re-evaluation of the construction noise section in the Environmental Impact Study as directed by the Ninth Circuit.
- (4) XI-3 Corporation: RFP coordination and technical support services for the selection of the progressive design-builder. Commission approved professional services agreement in July 2022 (NTE \$50,000) which was increased by an amendment in October 2022 to NTE \$96,000.
- (5a) The Authority approved Aid-In-Construction deposits with BWP as follows:
- 1) September 20, 2022 - \$25,000
 - 2) March 7, 2023 - \$50,000
 - 3) June 26, 2023 - \$494,000
 - 4) September 18, 2023 - \$1,411,000
 - 5) June 13, 2024 - \$40,000 (AIC Inspections)
 - 6) August 20, 2024 - \$960,000
 - 7) September 20, 2024 - \$9,457,700
 - 8) October 17, 2024 - \$10,338,270
 - 9) June 16, 2025 - \$225,000
 - 10) August 18, 2025 - \$8,762,570
 - 11) November 17, 2025 - \$17,689,970
- (5b) The Commission approved payment October 2023 in the amount of \$344,124 for a deposit with the City of Burbank for an independent contractor to undertake plan check services. Additional deposits of \$92,750 and \$60,000 were made September 2024 and May 2025, respectively.
- (6) LOC banks for the CP program.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
REPLACEMENT PASSENGER TERMINAL PROJECT (RPT)
MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2025 & 2024**

Funding Source	Total Amount	Prior Fiscal Years' Reimbursements	Nov 2025 Reimbursement	FYTD Nov 2025 Reimbursement	Total-to-Date Project Reimbursements	Remaining Amount
IIJA-AIG (formulaic)	\$ 32,105,820	\$ 10,225,657	\$ -	\$ 7,050,131	\$ 17,275,788	\$ 14,830,032
IIJA-ATP (competitive)	56,628,000	29,035,753	-	4,420,701	33,456,454	23,171,546
PFC (1)	61,632,719	20,365,768	-	9,501,460	29,867,228	31,765,491
AIP	7,919,617	-	-	-	-	7,919,617
2024 Bonds (2)	686,194,172	377,104,842	46,361,502	226,299,578	603,404,420	82,789,752
TOTALS	\$ 844,480,328	\$ 436,732,020	\$ 46,361,502	\$ 247,271,870	\$ 684,003,890	\$ 160,476,438

IIJA - Infrastructure Investment and Jobs Act
AIG - Airport Infrastructure Grant

ATP - Airport Terminal Program
PFC - Passenger Facility Charge

Notes:

(1) Includes PFC Applications 21 and 22 in the amount of \$48,338,420 and \$13,294,299, respectively.

(2) Includes interest and dividend earnings to date:

Bond Proceeds Amount	\$ 655,871,612
Accrued Interest and Dividends to Date (Held by Trustee)	30,309,174
Transfers (Closing of Cost of Issuance Fund)	13,386
Total Available Amount	\$ 686,194,172

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
APRIL 6, 2026**

**LUGGAGE CART CONCESSION AND LEASE AGREEMENT
SMARTE CARTE, INC.**

Prepared by
Madeleine Zavala
Sr. Manager, Business & Properties

SUMMARY

At its meeting on March 16, 2026, the Finance and Administration Committee (“Committee”) voted unanimously (3–0) to recommend that the Commission approve a proposed Luggage Cart Concession and Lease Agreement (“Agreement”) with Smarte Carte, Inc. (“Smarte Carte”) for the installation, operation and management of a luggage cart rental operation at the Replacement Passenger Terminal (“RPT”).

BACKGROUND

As part of the customer service experience at the RPT, the need for rental luggage carts was identified similar to the service available in the current terminal. In May 2025, Staff began the development of a Request for Proposals (“RFP”) with the objective to obtain a luggage cart service provider to install, operate and maintain four specific luggage cart locations in and around the RPT.

A timeline of the RFP was established with the goal of awarding the contract in April 2026 in order to provide the selected operator time to design, procure, and install all equipment, as well as ensuring its equipment is fully operational prior to the opening of the RPT.

On November 7, 2025, utilizing the Authority’s e-procurement website, PlanetBids, Staff issued the RFP for a luggage cart concession. The RFP was downloaded 6 times, however, only one proposal was received. Staff therefore decided to cancel the RFP and negotiate directly with the sole proposer, Smarte Carte.

Smarte Carte has been the rental luggage cart operator at the Airport since 1996. Additionally, Smarte Carte provides luggage cart services to hundreds of airports across the United States including Los Angeles International, Ontario International Airport, Long Beach Airport, John Wayne Airport and San Francisco International Airport. Founded in 1970, Smarte Carte is the world’s leading operator of luggage carts serving airports, retail centers and amusement venues.

The proposed Agreement is for five-years with one, five-year extension option, subject to the written approval of the Executive Director.

The current monthly rent is 10% of the monthly gross revenue. The proposed Agreement raises this amount to 12%, a 2% increase, that is consistent with other airports of similar size in the Southern California area.

Smarte Carte has been a tenant in good standing in the current terminal and has met all their obligations.

DETAILS

Key components of the proposed Agreement are:

- Locations: Two dispensers at curbside next to the Main Entrance
One dispenser located in Baggage Claim
One dispenser positioned along the first floor of the Parking Garage
- Purpose: Installation, management and operation of rental luggage carts
- Term: Five years
- Options: One five-year extension option
- Rent: 12% of monthly gross revenue
- Others: Smarte Carte is responsible for the operation, maintenance, and the daily pick up and restocking of luggage carts.

REVENUE IMPACT

The proposed Agreement increases the monthly rent by 2% of gross revenue.

RECOMMENDATION

At its meeting on March 16, 2026, the Committee voted unanimously (3–0) to recommend that the Commission approve the proposed Agreement with Smarte Carte and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
APRIL 6, 2026**

**RECLASSIFICATION AND UPGRADE OF VACANT PERSONNEL POSITION
AIR SERVICE AND COMMUNICATIONS DEPARTMENT**

Prepared by
Kathy David, Senior Deputy Executive Director
And
Nerissa Sugars, Director, Communications and Air Service

SUMMARY

At its meeting on March 16, 2026, the Finance and Administration Committee (“Committee”) voted unanimously (3-0) to recommend to the Commission the immediate reclassification of a currently vacant position in the Air Service and Communications Department (“Department”) to allow for the immediate search of a Manager, Guest Experience, to support the transition to the Replacement Passenger Terminal (“RPT”).

BACKGROUND

The current staffing for the Department is one Director, one Communications Manager, one Communications Specialist, and one Administrative Analyst. With the transition to the RPT, the Department has reevaluated its staffing and needs moving forward in the new facility. The proposed position reclassification upgrades a currently vacant administrative position to a front-line manager in support of producing a higher level of guest experience at the Airport. The new duties of the reclassified position include outreach to the community as well as coordination with the airlines, tenants, Transportation Security Administration and other service providers to develop programs that will enhance the quality and experience of travelers at the Airport.

DETAILS

The current administrative position became vacant when the staff member that held the position accepted an offer from another firm. With the vacancy, the Department reevaluated its needs moving forward as the Airport undertakes a transformative change with its operation, appearance, and new opportunities associated with the RPT. Upgrading this position to a manager position for guest experience will address this need to develop and implement a strategic direction and plans for Airport-wide programs to support the transition to the RPT. As the current position is vacant, and there is a certain level of activity that needs to be undertaken prior to the operational cutover into the RPT, staff recommended and the Committee concurred that the position should be upgraded to a front-line manager position and filled immediately. A summary of the responsibilities and essential function of the Manager, Guest Experience is attached.

BUDGET IMPACT

The increase in personnel cost for the upgraded position can be accommodated in the adopted FY 2026 budget. Cost for the upgraded position will be included in the proposed FY 2027 budget program.

RECOMMENDATION

At its meeting on March 16, 2026, the Committee voted unanimously (3-0) to recommend the Commission approve the immediate reclassification of a currently vacant position in the Department and to allow for the immediate search of a Manager, Guest Experience, to support the transition to the RPT.

Manager, Guest Experience

The new passenger terminal will necessitate strategic programs that ensure a safe, comfortable and enjoyable experience for travelers. Such an endeavor requires careful thought and attention, with a staff member who is part of the Marketing-Communications team, but whose primary job is the development and implementation of those plans.

Job Description:

Manager, Guest Experience

The position would report to the Director of Communications and Air Service.

Responsibilities and Essential Functions

- Develop and implement strategic direction and plans for Airport-wide programs which enhance the experience of travelers.
- Partner with Airport service providers, airlines, TSA, concessionaires, and other Airport related staff to establish customer satisfaction benchmarks, employee training guidelines and standards.
- Develop strategies and implement plans to mitigate negative customer impacts and collaborate with all affected airline and/or Airport departments including service providers to ensure a positive customer experience is valued and maintained.
- Establish and maintain program goals, marketing strategies, and direct outreach to all Airport tenants and business partners.
- Monitor industry trends and expectations in customer experience programs and make recommendations to senior management for initiatives to be included in the program.
- Evaluate changes in passenger processing, Airport access and other Airport operational processes and assess impact on passengers.
- Work with Communications team on recruitment and engagement of volunteers for Airport Ambassadors and Waggage Claim (pet therapy) programs.
- Administer the annual ACI-ASQ Passenger Satisfaction Survey
- Support Communications team on projects and events as needed

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
APRIL 6, 2026**

RESOLUTION AND FINANCING DOCUMENTS FOR 2026 BONDS

Presented by
John T. Hatanaka, Executive Director,
and Louis Choi, Public Resources Advisory Group

SUMMARY

At its meeting on March 16, 2026, the Finance and Administration Committee (“Committee”) voted unanimously (3-0) to recommend that the Commission adopt Resolution No. 521 (“Bond Resolution”) to: (i) authorize the issuance of bonds (“2026 Bonds”); (ii) approve forms of certain documents relating to the issuance of the 2026 Bonds; and (iii) authorize the execution of documents for the 2026 Bonds and other related actions.

BACKGROUND

On May 30, 2024, the Authority issued its Airport Senior Revenue Bonds, 2024 Series A, B and C (collectively, “2024 Bonds”), in the aggregate principal amount of \$724.78 million. The net proceeds of the 2024 Bonds, including interest earnings, generated approximately \$681.9 million for the Replacement Passenger Terminal (“RPT”) Project. The 2024 Bond issue marked a major milestone for the Authority’s undertaking of the RPT Project.

Since breaking ground in January 2024, construction of the RPT has been on schedule. In the absence of events beyond the Authority’s control, passenger service at the RPT is expected to begin on October 13, 2026.

The plan of finance contemplates a second issue of bonds when the RPT construction nears completion. By adopting the Bond Resolution, the Commission will authorize the issuance of the second bond issue for the RPT Project. The principal amount of the 2026 Bonds will be sized so that the proceeds, together with the other expected sources of funds, will provide enough funding based on current estimates for the Authority to complete the construction of the RPT and the demolition of certain legacy buildings, including the existing terminal, the short-term parking structure, and the air cargo building, and to pay for certain other costs as discussed below.

DETAILS

Plan of Finance – Estimated Project Cost and Funding Sources

The 2026 Bonds are expected to be issued in May 2026. To determine the sizing of this bond issue, the Authority needs to consider the current estimated cost of the RPT Project and the current estimated amounts of various funding sources.

When the 2024 Bonds were issued, the estimated cost of the RPT Project was approximately \$1.2987 billion. Staff has determined that additional reconfiguration work at the southeast quadrant (“SEQ”) of the Airport is needed to support RPT opening (including shuttle stop

improvements, traffic improvements, parking structure improvements, ticketing infrastructure improvements, elevator replacement, and contract administration for civil work). The cost of such work is anticipated to be approximately \$3.0 million and is an addition to the 2024 project cost estimate. Furthermore, after consultation with Jacobs (the Program Manager for the RPT Project), Staff recommends the inclusion of an additional \$6.0 million for contingency purposes as the Authority begins the close-out phase of the RPT construction contracts. In sum:

Project Element	Estimate (in million)
Estimated Project Cost at time of 2024 Bond Issuance	\$1,298.7
SEQ (Remote Parking) Reconfiguration Cost	\$3.0
Additional Contingency	\$6.0
Total:	\$1,307.7

Non-bond funding sources for the RPT Project include: Airport Improvement Program (“AIP”) grants, Bipartisan Infrastructure Law (“BIL”) Airport Infrastructure Grants (“AIG”), BIL Airport Terminals Program (“ATP”) grants, passenger facility charge (“PFC”) revenues, the Authority’s facility development reserve, and moneys from the sale of the Kenwood parking lot.

In addition, in 2023, the Commission authorized the creation of a commercial paper program (“CP Program”). The CP Program allows the Authority to issue commercial paper notes (“CP Notes”) for short-term borrowings, as needed, for the RPT Project. As of April 1, 2026, the Authority has issued two tranches of CP Notes in the total principal amount of \$84.285 million. An additional tranche of CP Notes, in the principal amount of approximately \$50 million, is expected to be issued before the sale of the 2026 Bonds. It is currently anticipated that most of these CP Notes will be refunded by the proceeds of the 2026 Bonds, and that an estimated \$10 million of the CP Notes will remain outstanding and be paid off after RPT opening from revenues from rates and charges and cash-on-hand. As explained below, leaving \$10 million of CP Notes outstanding would allow the Authority to avoid a potential “negative rent” scenario.

As a part of the plan of finance’s conservative approach, interest payments on the 2024 Bonds and the 2026 Bonds are made from capitalized interest accounts (funded from proceeds of the 2024 Bonds and 2026 Bonds) until April 1, 2027 (i.e., approximately six months after the scheduled RPT opening date), and no principal is due throughout Fiscal Year 2027. In effect, the Authority’s debt service obligation during Fiscal Year 2027 will be relatively low, before increasing to a stable, long-term amount starting Fiscal Year 2028. At the same time, under the full residual model of the new Airport Use Agreement (“New AUA”), which will govern once the RPT opens, the airlines’ rates and charges will be calculated according to the amounts required for the Authority to operate the Airport and meet its obligations (including bond debt service). If the Authority’s revenues exceed the requirements of the New AUA and the bond indenture, the Authority may have to give the signatory airlines certain refund credits after the fiscal year end. Thus, the transition period of Fiscal Year 2027 has three unique characteristics: (1) the RPT is expected to open and operate for eight-and-a-half months, netting revenues from airlines, concessionaires, parking, and other users; (2) the actual Fiscal Year 2027 operating cost will only be known definitively after the RPT opens; and (3) debt service will consist of only three months’ worth of interest on the 2024 Bonds and 2026 Bonds. In theory, the eight-and-a-half months of non-signatory airline and other revenues could mathematically result in “negative rental” rates for the signatory airlines. Leaving \$10 million of CP Notes outstanding means that the Authority can include the related CP Notes debt service amounts in determining the airlines’ rates and charges and avoid a potential “negative rent” scenario.

The table below summarizes the anticipated sources of funding, and the current estimate for the net proceeds from the 2026 Bonds:

Funding Source	Estimate (in million)
AIP Grant	\$7.9
BIL AIG Grant – formulaic	\$32.1
BIL ATP Grant – competitive	\$56.6
PFC Revenues	\$51.2
Facility Development Reserve	\$100.0
Proceeds of Kenwood Property Sale	\$2.1
2024 Bonds (includes interest earnings)	\$681.9
2026 Bonds	\$365.9
CP Notes (unrefunded by 2026 Bonds Proceeds)	\$10.0
Total:	\$1,307.7

The estimate for the 2026 Bonds will be impacted by the amount of CP Notes issued before the sale date of the 2026 Bonds. The Authority will issue the CP Notes based on cash flow considerations and upcoming RPT Project contract invoices. Various factors, including market conditions at the time of the pricing of the 2026 Bonds, may also affect the actual amount of the CP Notes to be left outstanding.

Financing Team

On March 17, 2025, the Commission approved the engagement of the 2024 Bonds team for the pending 2026 Bonds. The financing team includes: (i) Ricondo & Associates, as airport feasibility consultant (“Airport Feasibility Consultant”); (ii) Orrick, Herrington and Sutcliffe LLP as bond, disclosure and tax counsel (“Bond Counsel”); (iii) Public Resources Advisory Group as municipal advisor (“Municipal Advisor”); (iv) The Bank of New York Mellon Trust Company as trustee (“Bond Trustee”); (v) BofA Securities, Inc. as the senior manager of the underwriting syndicate (“Lead Underwriter”); (vi) J.P. Morgan Securities LLC and Samuel Ramirez & Co., Inc. as the co-senior managers; and (vii) Barclays Capital Inc., Loop Capital Markets LLC, RBC Capital Markets, LLC, and Siebert Williams Shank & Co., LLC, as the co-managers.

Staff has been working with the financing team on the financing documents and to prepare for the sale and issuance of the 2026 Bonds.

2026 Bonds – Overview

The 2026 Bonds are expected to be issued as fixed rate 30-year bonds, secured on a parity with the 2024 Bonds.

Proceeds of the 2026 Bonds will fund: (i) project costs and refunding of CP Notes as discussed above, (ii) a capitalized interest account used to defer paying debt service until April 1, 2027 (approximately six months after the anticipated opening of the RPT); (iii) a deposit to satisfy the debt service reserve requirement (“DSRR”) under the indenture as additional security for bondholders (or the purchase of a Reserve Policy (defined below)); and (iv) the costs of issuing the 2026 Bonds.

Similar to the 2024 Bonds, the 2026 Bonds will be issued in three separate series (Series A, B and C), based on tax status (tax-exempt non-AMT, tax-exempt AMT, and federally taxable) of the interest paid on the 2026 Bonds, to comply with tax law and IRS regulations due to the use of proceeds. (“AMT” refers to alternative minimum tax.)

Potential Purchase of Bond Insurance and Reserve Policy

Similar to what was done for the 2024 Bonds, the finance team will assist with the evaluation of whether it will be economically beneficial to purchase, in connection with the 2026 Bonds: (i) a municipal bond insurance policy (“Insurance Policy”); and (ii) a debt service reserve insurance policy or a surety bond (“Reserve Policy”). An Insurance Policy protects bondholders against a default with respect to scheduled bond principal and interest payments. Some investors may be more willing to buy the 2026 Bonds at lower interest rates if they are insured. The potential cost savings to the Authority – to have some or all of the 2026 Bonds insured – will be evaluated based on investors’ reaction during the marketing of the 2026 Bonds, and the final decision will be made on the day of pricing of the 2026 Bonds (see “2026 Bonds Transaction Schedule” below).

In addition to an Insurance Policy, the Authority may buy a Reserve Policy to satisfy all or a portion of the DSRR under the indenture. Based on current estimates, without a Reserve Policy, a cash deposit into the debt service reserve fund of approximately \$30 million – to be funded from 2026 Bonds proceeds – will be needed to satisfy the DSRR. Money deposited in the debt service reserve fund will be available to pay the last principal and interest payments (and the final maturity of the 2026 Bonds will be in 2056). However, that will be measured against the potential savings from buying a Reserve Policy (and thus lowering the principal amount by approximately \$30 million). Often, an insurer’s offer of a Reserve Policy is contingent on the purchase of an Insurance Policy for a substantial portion of the bond issue.

The finance team will engage representatives of Assured Guaranty Corporation (“Assured”) and Build America Mutual Assurance Company (“BAM”). Assured and BAM are the two major firms that currently provide insurance policies for municipal bonds. Staff will review offers from these firms with the finance team and make the final decision on whether to buy an Insurance Policy and/or a Reserve Policy on the 2026 Bonds pricing day. For the 2024 Bonds, both an Insurance Policy (for a portion of the 2024 Bonds) and a Reserve Policy were purchased from Assured. This helped to reduce net debt service by an estimated \$61.8 million over the life of the 2024 Bonds (or estimated \$4.2 million annually).

Ratings

The Authority has applied for credit ratings for the 2026 Bonds. The ratings are expected to be assigned after the filing of this report. Staff will provide an update on the ratings at the Commission meeting. As of the time of the writing of this report, the finance team expects the ratings for the uninsured 2026 Bonds to be the same as those for the uninsured 2024 Bonds. The uninsured 2024 Bonds are currently rated “A-” (stable outlook) by Fitch Ratings, Inc., “A2” (stable outlook) by Moody’s Investors Service (“Moody’s”), and “A” (stable outlook) by S&P Global Ratings (“S&P”). The insured 2024 Bonds are currently rated “A1” by Moody’s and “AA” by S&P. Insured 2026 Bonds will have ratings based on the credit ratings of the issuer of the Insurance Policy.

Financing Documents

Attached to this report are the Bond Resolution and current drafts of various financing documents related to the 2026 Bonds.

In connection with the 2024 Bonds, the Authority executed an Amended and Restated Master Indenture of Trust (“Master Indenture”). The Master Indenture continues in effect for all of the Authority’s outstanding bonds, including the 2024 Bonds and the 2026 Bonds to be issued. In addition, the Authority will execute a Sixth Supplemental Indenture of Trust, which will set forth terms that are particular to the 2026 Bonds.

Other key financing documents include the Bond Purchase Agreement, the Preliminary Official Statement, and the Continuing Disclosure Agreement. Attached in Exhibit A is an executive summary of these financing documents.

The Bond Resolution provides for approval of these documents in substantial final form. Until the closing date (i.e., the issuance date of the 2026 Bonds), all of the financing documents will be further modified based on input from the Underwriters, potential bond insurers and other financing participants, as well as refinements and updates by Staff. However, to proceed with the bond marketing in a timely manner, it is necessary to obtain Commission approval for these documents, in substantially final form, before they are made to final form for execution.

Bond Resolution Parameters; Estimated Results

The Municipal Advisor and the Lead Underwriter provided estimates based on market conditions as of March 2, 2026 to the Committee, and the current credit ratings assigned to the Authority’s outstanding 2024 Bonds. Subsequently, they have updated their estimates as of March 30, 2026. These estimates target funding of approximately \$365.9 million of net proceeds (inclusive of amounts for the repayment of CP Notes discussed above). Additionally, the Municipal Advisor and the Lead Underwriter have provided advice on the not-to-exceed parameters set forth in the Bond Resolution. The differences between the estimates and the not-to-exceed parameters are intended to account for potential market volatility and other contingencies from now to sale of the 2026 Bonds. The estimates and the not-to-exceed parameters are summarized in the following table.

	Estimates as of March 2, 2026 ⁽⁴⁾	Estimates as of March 30, 2026	Not-to-Exceed Parameters pursuant to Bond Resolution
Aggregate Principal Amount	\$412,410,000	\$421,425,000	\$435,000,000
True Interest Cost ⁽¹⁾	5.24%	5.52%	6.00%
Underwriter Discount	0.27%	0.27%	0.30%
Total Net Debt Service ⁽²⁾	\$839,831,000	\$881,081,000	
Annual Net Debt Service ⁽³⁾	\$29,080,000	\$30,178,000	

- (1) A measure of the effective borrowing cost to maturity in percentage form.
- (2) Excludes debt service paid from the capitalized interest and, assumes that the DSRR will be cash funded with bond proceeds and released at final maturity of 2026 Bonds.
- (3) For fiscal year 2028 through 2054 (both inclusive) after RPT opening. A partial year of net debt service is also due during fiscal year 2027, beginning April 1, 2027, after capitalized interest period.
- (4) Provided to the Finance and Administration Committee at its March 16, 2026 meeting.

Pursuant to Government Code Section 5852.1, good faith estimates of the aggregate principal amount, the true interest cost, the total repayment amount (not paid from the proceeds of the 2026 Bonds), and the total financing costs for implementing the 2026 Bonds must be included as part of the authorization process. Such good faith estimates as of March 30, 2026 are set forth in the attached Exhibit B.

Delegation of Authority

The financing documents are in their substantially final forms without actual specific amounts and rates for the 2026 Bonds. The Bond Resolution sets forth certain not-to-exceed amounts and authorizes the Executive Director and other designated members of the Senior Staff to negotiate the actual amounts and rates of the 2026 Bonds on behalf of the Authority. This delegation of authority reflects the fact that actual amounts and rates for the 2026 Bonds will depend on, among other things, various market-based factors, such as: (i) general interest rates and interest rates specific to municipal bonds and the airport revenue bond sector; (ii) credit ratings; (iii) economic benefit, or lack thereof, for purchasing an Insurance Policy and/or a Reserve Policy; (iv) level of investor interest at the time of sale; and (v) competing investment opportunities, including other municipal bonds, corporate and government bonds, and stocks. These factors can and do change rapidly. The delegation of authority allows the final terms (including the decision to procure an Insurance Policy and/or a Reserve Policy) to be set in a timely and efficient manner.

The scope of the delegation of authority is intended to facilitate the completion of the financing documents with the actual final results of the sale of the 2026 Bonds. These terms will be negotiated with the assistance of the Municipal Advisor and Bond Counsel. The terms of the 2026 Bonds will be subject to the not-to-exceed parameters set forth in the Bond Resolution. Following the sale of the 2026 Bonds, Staff will report back with the actual results, as compared to those good faith estimates and the not-to-exceed amounts. This process is similar to the one undertaken for the 2024 Bonds, and with that bond issue, Staff used the delegated authority to negotiate and to complete the financing.

Anticipated 2026 Bonds Transaction Schedule

Subject to the Commission's adoption of the Bond Resolution, anticipated key dates are as follows:

April 21, 2026	Publication of the Preliminary Official Statement (disclosure and marketing document for 2026 Bonds)
May 5, 2026	Pricing (determination of principal amounts, interest rates, etc.) and signing of Bond Purchase Agreement between the Authority and the Underwriters
May 14, 2026	Closing date – issuance of 2026 Bonds and receipt of proceeds

RECOMMENDATION

On March 16, 2026, the Committee voted unanimously (3-0) to recommend that the Commission adopt the Bond Resolution to: (i) authorize the issuance of the 2026 Bonds; (ii) approve forms of certain documents relating to the issuance of the 2026 Bonds; and (iii) authorize the execution of documents for the 2026 Bonds and other related actions.

Attachments:

1. Exhibit A – Executive Summary of Key Financing Documents
2. Exhibit B – Good Faith Estimates as of March 30, 2026
3. Bond Resolution
4. Drafts of the following bond documents:
 - a. Sixth Supplemental Indenture of Trust,
 - b. Bond Purchase Agreement,
 - c. Preliminary Official Statement, and
 - d. Continuing Disclosure Agreement.

EXHIBIT A
Executive Summary of Key Financing Documents

a. Bond Resolution

- Authorizes the issuance of 2026 Bonds and approves the form of financing documents
- Defines certain parameters for sale of the 2026 Bonds: not-to-exceed principal amount, interest rate, underwriters' discount, etc.
- Delegates authority to complete and execute the final form of the documents and to take any other necessary actions to issue the 2026 Bonds

b. Sixth Supplemental Indenture of Trust

- Supplements the Master Indenture¹ and sets forth the terms of the 2026 Bonds (e.g., principal amount, maturity dates, interest rates, redemption dates)

c. Bond Purchase Agreement

- Lists the Underwriters who will buy the 2026 Bonds
- Sets forth the terms under which the Underwriters will buy the 2026 Bonds from the Authority (e.g., delivery of closing documents on the 2026 Bonds issuance date)
- Unlike most of the other financing documents (which will be signed and become final on the 2026 Bonds issuance date), the Bond Purchase Agreement will be signed on the date of pricing – when the terms of the 2026 Bonds (e.g., the principal amounts, the interest rates, maturity dates) are determined and “locked-in.”

d. Preliminary Official Statement (disclosure document; prospectus)

- Provides descriptions of the terms of the 2026 Bonds, security and pledge for the 2026 Bonds, and general information about the Authority and the Airport to potential investors
- Will be published after the Commission's adoption of the Bond Resolution, to allow the marketing of the 2026 Bonds to begin
- Will be updated to become an “Official Statement” (sometimes called “Final Official Statement”), based on the actual results of the pricing

e. Continuing Disclosure Agreement

- Sets forth the Authority's continuing disclosure obligations, including annual reports and special notices for enumerated events (such as rating changes)

¹ The Master Indenture is a foundational contract between the Authority and the Bond Trustee that governs the issuance of Authority bonds and outlines the terms, security, and covenants for all bond debt issued by the Authority, including outstanding 2024 Bonds and CP Notes.

EXHIBIT B
Good Faith Estimates as of March 30, 2026

The following information was obtained from the Municipal Advisor and the Lead Underwriter, and is provided in compliance with Government Code Section 5852.1 with respect to the proposed 2026 Bonds:

1.1 *True Interest Cost of the 2026 Bonds.* Assuming the aggregate principal amount evidenced by the 2026 Bonds estimated to be executed and delivered (\$421,425,000) is sold, based on market interest rates prevailing as of March 30, 2026, and credit ratings currently assigned to the 2026 Bonds, a good faith estimate of the true interest cost of the 2026 Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the 2026 Bonds, is 5.52%.

2.1 *Finance Charge of the 2026 Bonds.* Assuming the aggregate principal amount evidenced by the 2026 Bonds estimated to be executed and delivered (\$421,425,000) is sold, and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the finance charge of the 2026 Bonds, which means the sum of all fees and charges paid to third parties from the proceeds of the 2026 Bonds, is approximately \$1,617,000. This amount does not include the payment of services provided by Bond Counsel, the Municipal Advisor, the Airport Feasibility Consultant, and other consultants not paid from the proceeds of the 2026 Bonds; such amounts have been approved by the Authority through its normal budgeting process. This amount also does not include the purchase price of an Insurance Policy and/or a Reserve Policy, which can be substantial. However, the purchase of such an Insurance Policy and/or a Reserve Policy would occur only if it is determined there would be an economic benefit to the Authority, such that the true interest cost and the total payment amount would be less as a result of such purchase(s).

3.1 *Amount of Proceeds to be Received.* Assuming the aggregate principal amount evidenced by the 2026 Bonds estimated to be executed and delivered (\$421,425,000) is sold, and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the amount of proceeds expected to be received by the Authority for sale of the 2026 Bonds less the finance charge of the 2026 Bonds described in paragraph 2 above and any reserves or capitalized interest paid or funded with proceeds of the 2026 Bonds, is approximately \$364,401,000.

4.1 *Total Payment Amount.* Assuming the aggregate principal amount evidenced by the 2026 Bonds estimated to be executed and delivered (\$421,425,000) is sold, and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the total payment amount, which means the sum total of all payments the Authority will make to pay debt service on the 2026 Bonds plus the finance charge of the 2026 Bonds described in paragraph 2 above not paid with the proceeds of the 2026 Bonds, calculated to the final maturity of the 2026 Bonds, is approximately \$881,081,000.

Attention is directed to the fact that the foregoing information constitutes good faith estimates only. The actual interest cost, finance charges, amount of proceeds and total payment

amount may vary from those presently estimated due to variations from these estimates in the timing of the sale of the 2026 Bonds, the actual principal amount evidenced by 2026 Bonds sold, the amortization of the 2026 Bonds sold and market interest rates at the time of sale. The actual interest rates at which the 2026 Bonds will be sold will depend on the bond market at the time of sale. Market interest rates are affected by economic and other factors beyond the Authority's control.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
APRIL 6, 2026**

**PRE-AUTHORIZATION OF
SECURITY SCREENING CHECKPOINT EQUIPMENT
TRANSPORTATION / INSTALLATION CONTRACT EXECUTION**

Presented by
Greg Rabinovitz, Chief of Staff
and
Jacobs Project Management Co.

SUMMARY

At its meeting on April 1, 2026, the Executive Committee (“Committee”) voted (2–0, 1 absent) to recommend that the Commission approve to pre-authorize execution of a contract with the Transportation Security Administration (“TSA”) authorized service provider that is the lowest bidder for the transportation and installation of security screening checkpoint equipment at the Replacement Passenger Terminal (“RPT”). Most of this equipment is located at the TSA Logistics Center in Dallas, Texas. The cost of this contract will be determined by the bid results but are not expected to exceed \$2,271,500 which includes a 10% contingency for unforeseen circumstances.

Staff seeks this authorization in advance of receiving bids in order to be able to immediately execute a contract with the lowest bidder that is able to meet the delivery and installation timetable for the opening of the RPT.

BACKGROUND

The RPT is designed to have a single security screening checkpoint instead of the split checkpoints in the current terminal. This consolidated checkpoint will initially have eight security screening lanes for the processing of passengers from public area to sterile side of the facility.

As the current terminal will remain in operation until the opening of the RPT, the security screening checkpoint in the RPT requires a turnkey equipment installation in advance of the cutover in order for TSA to undertake the necessary testing and certification. Once the RPT is open, the non-relocating security screening checkpoint equipment in the current terminal will be decommissioned, packed and returned to the TSA Logistics Center. The cost of the equipment movement, installation, commissioning, and decommissioning is the responsibility of the Authority.

Planning for the coordination of this process began in 2024, starting with the local TSA office submitting a request to the TSA Requirements Management Advisory Group (“ReMAG”) to allocate security screening checkpoint equipment for the RPT. The TSA ReMAG is the central body responsible for reviewing and validating requests for checkpoint and checked baggage

-1-

screening technology. The TSA has processed that order and developed a plan to provide the RPT with security screening checkpoint equipment which will allow the facility to process passengers on opening day, just hours after the closure of the current terminal.

While the majority of the security screening checkpoint equipment will be dispatched from the TSA Logistics Center, some components will be transported from Los Angeles International Airport, and some will be relocated from the current terminal. These multiple locations add to the logistics complexity of equipping the new checkpoint. The target is to have the equipment in place at the RPT by July 1, 2026, to begin testing, certification and commissioning.

The last equipment transfer will be for the components in the current terminal that are designated for the RPT. This equipment movement will begin after the current terminal is closed the night before the opening of the RPT the following day.

Security screening checkpoint equipment is highly sensitive, and its packing, shipping, unpacking, placement, and installation requires a unique specialized set of skills. TSA, as owner of the equipment, requires that the Authority utilize a TSA-certified service provider for this work. TSA has given the Authority a list of five certified service providers: V2X; Leidos; K2; Senaia; and Golden Ratio Management Corporation. All are experienced firms that routinely provide transport and installation services to airports across the country.

With the goal of accurately understanding the scope and the cost of these services, working with Jacobs Project Management, staff engaged the services of Secure Insights, a small consultancy that specializes in acting as an intermediary between airports, the TSA and security screening checkpoint logistics firms. Staff has prepared a Request for Bids based on a Scope of Work developed by Secure Insights and the solicitation will be released upon the Commission's approval to secure these services.

The scope of work is based on the following requirements:

a. Transport and installation of the following in the RPT:

- Eight - Smith's Detection AT X-Ray systems (from TSA Logistics Center) for baggage screening
- One - Leidos ProVision AIT machine (from Los Angeles International Airport) for full body scanning
- Three - Leidos ProVision AIT machines (from current terminal)
- Four - Walk Through Metal Detector (from TSA Logistics Center)

b. Relocation of all other security-related equipment, travel document check podiums, boarding pass scanner, explosive trace detector and bottled liquid scanner (from current terminal).

c. Decommissioning, removal, packaging and transportation to the TSA Logistics Center of security screening checkpoint equipment not being relocated from the current terminal to the RPT.

Bids will be evaluated by the Authority's Procurement Department, Secure Insights and the Project Team. The contract award will be to the lowest bidder that will meet the handling and timetable requirements for this logistical movement.

The multiple government shutdowns that occurred in the past six months have complicated the logistics surrounding the movement of security screening checkpoint equipment, particularly that coming from the TSA Logistics Center. TSA personnel that are assigned to manage the deployment of this equipment have unfortunately spent a significant amount of time on furloughed status in late 2025 and early 2026. In order to meet the RPT project timetable, it is essential to secure the services of a TSA-certified service provider as soon as possible in order to be prepared to initiate transport of the security screening checkpoint equipment immediately upon the reopening of the TSA Logistics Center.

FUNDING

An estimated breakdown of costs for the movement of the security screening checkpoint equipment is as follows:

1. \$1,750,000 for the transportation, installation; testing and decommissioning
2. \$ 315,000 for systems integration
3. \$ 206,500 which is 10% contingency for unforeseen circumstances

The total authorization request of \$2,271,500 with funding for this service being funded through Owner's Contingency.

RECOMMENDATION

At its meeting on April 1, 2026, the Committee voted (2-0, 1 absent) to recommend that the Commission pre-authorize the Executive Director to execute a contract with the TSA-certified service provider that is the lowest bidder for the transportation and installation of security screening checkpoint equipment for the RPT.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
APRIL 6, 2026**

AIRPORT HISTORY BOOK UPDATE

Presented by
Martin M. Cooper

SUMMARY

The Airport History Book Ad Hoc Committee (“Committee”), coordinating publication of the official book on the Airport’s history, has referred three items to the Commission for its consideration. The three items are: book title, publication options, and marketing.

Additionally, part of this agenda item is a status report by the book’s author.

POTENTIAL TITLES

At its last meeting the Committee discussed potential titles for the book. After deliberations, the Committee is forwarding the following titles for Commission consideration.

1. The Airport Everyone Loves: The Hollywood Burbank Airport Story
2. Fly!: The Hollywood Burbank Airport Story
3. Hollywood Burbank Airport: One of the Nation’s Most Historic Airports
4. The Hollywood Burbank Airport Story: Land, Innovation and Progress
5. Taking Flight: The Hollywood Burbank Airport Story
6. Come Fly With Me!: The Hollywood Burbank Airport Story

PRINTING ESTIMATE

Based on the directions from the Committee, below are book specifications and estimated cost of publication:

- Format: Hardcover; Interior: Full color throughout; Trim Size: 8.5 x 11”
- Content: Approximately 50% editorial, 50% images; approximately 50,00 words

Version A - 200 Pages – Hardcover

- 300 Copies – Estimated Printing Cost: \$10,500 – Approx. \$35 per book
- 500 Copies – Estimated Printing Cost: \$15,000 – Approx. \$30 per book
- 750 Copies – Estimated Printing Cost: \$20,250 – Approx. \$27 per book

And/or:

Version B - 204 Pages – Hardcover

Would include 4 additional pages printed post-opening with Opening Day photos

- 300 Copies – Estimated Printing Cost: \$10,800 – Approx. \$36 per book
- 500 Copies – Estimated Printing Cost: \$15,500 – Approx. \$31 per book
- 750 Copies – Estimated Printing Cost: \$21,000 – Approx. \$28 per book

MARKETING

One of the outstanding questions the Committee and the author have is whether the book will be utilized internally. In other words, a limited distribution at the ribbon cutting ceremony and sold only in the Airport bookstore. If it is the desire of the Commission for the book to be more broadly distributed, marketed and sold through outlets such as Amazon and other online booksellers and other venues such as other airport bookstores utilizing the Retail Concessionaire? The second approach would necessitate consideration of retaining a book marketing/publicity firm or individual, on the assumption that staff has neither the requisite time nor specific expertise.

RECOMMENDATION

Staff and the book's author seek direction from the Commission on the three items identified above for the publication and distribution of the Airport History Book.

**LUGGAGE CART CONCESSION AND LEASE AGREEMENT FOR
HOLLYWOOD BURBANK AIRPORT BETWEEN
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AND
SMARTE CARTE, INC.**

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.)

Authority Address	Before Replacement Passenger Terminal (“RPT”) Opening Date: 2627 N. Hollywood Way Burbank, CA 91505 After RPT Opening Date: 2827 N. Hollywood Way Burbank, CA 91505	
Concessionaire:	Smarte Carte, Inc. 4455 White Bear Parkway St. Paul, MN 55110	
Leased Premises:	As depicted in Exhibit A	Exhibit A
Expiration Date:	5th anniversary of RPT Opening Date, or if extension option is exercised per Section 2.3, 10 th anniversary of RPT Opening Date.	Section 2.3
Concession Period:	RPT Opening Date to 11:59 p.m. on the Expiration Date or any earlier termination date	Section 2.4
Pre-Concession Period:	Commences upon execution of Agreement until RPT Opening Date	Section 2.2
Term/Extension Option:	Five years with one five-year extension upon Concessionaire’s request, and written approval by Authority’s Executive Director	Section 2.3
Rent:	Collectively, Base Rent and Additional Rent	Section 5.1
Base Rent Commencement Date:	RPT Opening Date	Section 5.2
Base Rent:	Gross Revenue Share in the respective Fiscal Year	Section 5.2
Gross Revenue Share	12% of Gross Revenues, subject to the periodic adjustments set forth in Section 5.2.	Section 5.2
Monthly Payment Due Date:	In arrears, on the 15th day of each month	Section 5.2
Due dates for monthly and annual reports	<ul style="list-style-type: none"> • Monthly Rent Report: fifteenth day after the close of each month • Annual Rent Report: 90 days after close of each Fiscal Year (or for the Final Partial Fiscal Year, 90 days following the Expiration Date) 	Section 5.2; Section 5.4

Payment Method:	Automated Clearing House (ACH) or Electronic Fund Transfer (EFT) or other method designated by the Authority with the appropriate remittance advice notes.	Section 5.5
Security Deposit	<u>\$5,000.00</u>	Section 6.2
Build-Out Deadline:	60 Days prior to opening of RPT	Section 10.3
Activation Delay Damages:	If the Luggage Cart Concession is not fully operational by RPT Opening Date, \$1,000 per day	Section 12.3
Exhibits:	A - LEASED PREMISES B - RFP C - PROPOSAL D - TENANT IMPROVEMENT FORM E - FEDERAL REQUIREMENTS	

TABLE OF CONTENTS

	Page
ARTICLE 1 DEFINITIONS	1
ARTICLE 2 EFFECTIVE DATE; PRE-CONCESSION AND CONCESSION PERIODS	5
2.1 Effective Date.....	5
2.2 Pre-Concession Period	5
2.3 Expiration Date; Option to Extend.....	5
2.4 Concession Period	6
ARTICLE 3 RIGHTS GRANTED	6
3.1 Pre-Concession Period Rights.....	6
3.2 Concession Period Rights	6
3.3 Nonexclusive Rights	6
3.4 No Warranty by Authority	6
ARTICLE 4 LEASED PREMISES	7
4.1 Preliminary Identification of Leased Premises.....	7
4.2 Leased Premises	7
4.3 Acceptance of “As Is” Conditions.....	7
4.4 Authority Entry.....	8
ARTICLE 5 RENT	8
5.1 Obligation to Pay Rent.....	8
5.2 Base Rent.....	9
5.3 Additional Rent	9
5.4 Annual Rent Report and Reconciliation.....	10
5.5 Form of Payment	10
5.6 Place of Payment, Report, and Statement Submittal.....	11
5.7 Late Payment Fee.....	11

TABLE OF CONTENTS (cont'd)

	Page
ARTICLE 6 PERFORMANCE GUARANTEE	11
6.1 Purpose	11
6.2 Delivery	11
6.3 Use.....	12
6.4 Release	12
ARTICLE 7 ADDITIONAL REQUIREMENTS RELATING TO REPORTS	13
7.1 Method of Report Submission; Additional Gross Revenues Reports	13
7.2 Late Reports/Documentation	13
ARTICLE 8 RECORDKEEPING AND AUDITS	13
8.1 Maintenance of Records; Authority’s Right to Inspect and Audit.....	13
8.2 Concessionaire Internal Control System Requirements	13
8.3 Production of Records.....	14
8.4 Under and Over Reporting of Amounts Due.....	15
ARTICLE 9 PERMITTED USE; LIMITATIONS	15
9.1 General	15
9.2 Permitted Use.....	15
9.3 Limitations	15
9.4 Cooperation	16
ARTICLE 10 LUGGAGE CART CONCESSION DESIGN AND INITIAL INSTALLATION.....	17
10.1 General	17
10.2 Design; Installation Plan	17
10.3 Construction and Initial Installations.....	17
10.4 Coordination for Access.....	18

TABLE OF CONTENTS (cont'd)

	Page
10.5 Operational by RPT Opening Date	18
ARTICLE 11 OPERATIONS AND MAINTENANCE	18
11.1 General	18
11.2 Compliance with Law	18
11.3 Government Permits and Approvals	18
11.4 Standard of Service	18
11.5 Staffing	18
11.6 Badging and Security Requirements	19
11.7 Modifications.....	19
11.8 Upgrades to Prevailing Standards	20
11.9 Maintenance, Repair, and Restoration.....	20
11.10 Utilities.....	22
11.11 Health and Safety Standards.....	22
11.12 Smoking Restrictions	22
11.13 Authority’s Responsibility.....	23
11.14 Emergency Repairs	23
11.15 Correction for Leased Premises Maintenance Failings.....	23
ARTICLE 12 LIQUIDATED DAMAGES FOR NONCONFORMANCE TO STANDARDS AND OTHER FAILURE TO PERFORM	24
12.1 General	24
12.2 No Grace Period for Certain Violations	24
12.3 Liquidated Damages Amounts	25
12.4 Violations Subject to Liquidated Damages.....	25
ARTICLE 13 DEFAULT EVENTS; REMEDIES	26
13.1 Default Events.....	26

TABLE OF CONTENTS (cont'd)

	Page
13.2 Remedies	27
13.3 Waiver by Concessionaire	28
13.4 Cumulative Remedies; No Waiver by Authority	28
13.5 Performance of Concessionaire’s Covenants by Authority	28
13.6 Excuse of Performance by Authority	29
13.7 Default by the Authority	29
ARTICLE 14 DAMAGE AND DESTRUCTION	29
14.1 Destruction Covered by Insurance	29
14.2 Destruction Not Covered by Insurance	29
14.3 Authority’s Election to Terminate	30
14.4 Concessionaire’s Election to Terminate	30
14.5 Procedure for Repair or Restoration	31
14.6 Other Requirements	31
14.7 Damage to Airport Facilities Other than Leased Premises	31
14.8 Waiver by Concessionaire	32
ARTICLE 15 CONDEMNATION	32
15.1 Condemnation	32
15.2 Notice to Other Party	32
15.3 Termination on Condemnation	32
15.4 Award	32
ARTICLE 16 MODIFICATIONS; TERMINATION	33
16.1 Reserved	33
16.2 Minor Modifications of Leased Premises	33
16.3 Changes to Leased Premises for Public Health and Safety Reasons	33

TABLE OF CONTENTS (cont'd)

	Page
16.4 Authority Election to Terminate, Reduce or Relocate Leased Premises	33
ARTICLE 17 SURRENDER OF LEASED PREMISES; HOLDOVER; OWNERSHIP OF LEASEHOLD IMPROVEMENTS AND OTHER FIXTURE INSTALLATIONS	34
17.1 Surrender of Leased Premises and Removal of Property Upon Termination	34
17.2 Holdover after End of Concession Period	34
17.3 Ownership of Leasehold Improvements; Removal	35
ARTICLE 18 RESERVED	36
ARTICLE 19 REQUIREMENTS FOR ALL LEASEHOLD IMPROVEMENTS AND SUBSEQUENT ALTERATIONS.....	36
19.1 Alterations	36
19.2 Review and Approval of Plans for Alterations.....	36
19.3 Conditions of Approval.....	37
19.4 Additional Requirements.....	37
19.5 Performance Bond and Payment Bond	37
19.6 Performance of Leasehold Improvement or Alteration.....	37
19.7 Entitlements and Permits.....	38
19.8 Payment for Work Performed	38
19.9 Authority Assumption of Approved Project	38
19.10 Certification and As-Built Drawings.....	39
19.11 No Liability of Authority	39
ARTICLE 20 INSURANCE	39
20.1 General	39
20.2 Commercial General Liability	40
20.3 Commercial Automobile Liability	40

TABLE OF CONTENTS (cont'd)

	Page
20.4 Workers' Compensation and Employer's Liability.....	40
20.5 Property Insurance.....	40
20.6 Cyber Liability Insurance.....	41
20.7 Concessionaire's Risk	41
20.8 Additional Requirements.....	41
20.9 Proof of Insurance	42
20.10 Insurance Requirements for Concessionaire Agents.....	43
ARTICLE 21 INDEMNIFICATION; HOLD HARMLESS.....	43
21.1 Concessionaire Indemnification of Authority	43
21.2 Subcontractor Indemnification of Authority	43
21.3 Disclaimer of Liability	44
ARTICLE 22 ENVIRONMENTAL PROTECTION.....	44
22.1 Definitions.....	44
22.2 Concessionaire Representations, Warranties, and Covenants	45
22.3 Environmental Sustainability Programs	46
22.4 Concessionaire Environmental Reporting and Response Requirements.....	46
22.5 Environmental Indemnification and Reimbursement.....	47
22.6 Limitations	47
ARTICLE 23 ASSIGNMENT AND SUBLETTING.....	47
23.1 No Assignment or Subletting Without Consent.....	47
23.2 Limited Effect of Consent.....	48
ARTICLE 24 TAXES, ASSESSMENTS, AND CHARGES	48
24.1 Taxes, Assessments and Other Charges.....	48

TABLE OF CONTENTS (cont'd)

	Page
24.2 Contest of Tax or Charge	49
24.3 Payment by Authority	49
ARTICLE 25 DISCLAIMER OF LIENS	49
25.1 Creation of Lien Prohibited	49
25.2 Authority Right to Clear	50
25.3 No Consent by Authority	50
25.4 Survival	50
ARTICLE 26 SUBORDINATION AND ATTORNMENT	50
26.1 Subordination	50
26.2 Attornment	51
26.3 Subordination to U.S. Government Agreements	51
ARTICLE 27 CONCESSIONAIRE REPRESENTATIONS AND WARRANTIES; ADDITIONAL COVENANTS.....	51
27.1 Representations and Warranties	51
27.2 Additional Covenants	52
ARTICLE 28 GENERAL PROVISIONS.....	52
28.1 Notices.....	52
28.2 Airport Rules and Regulations	53
28.3 Security	53
28.4 Generally Accepted Accounting Principles.....	53
28.5 No Waiver of Responsibility	54
28.6 Force Majeure	54
28.7 Time is of the Essence.....	54
28.8 Authority Executive Director	54
28.9 Relationship of Parties	54

TABLE OF CONTENTS (cont'd)

	Page
28.10 Joint and Several Liability.....	55
28.11 Effect of Debarment of Concessionaire.....	55
28.12 Labor Disputes	55
28.13 Litigation	55
28.14 Rules of Construction	55
28.15 Exhibits	56
28.16 Incorporation of Mandatory Language.....	56
28.17 Integration	56
ARTICLE 29 SIGNATURES	56
29.1 Electronic Signature and Delivery	56
29.2 Counterparts	57
29.3 Parent Company	57

LUGGAGE CART CONCESSION AND LEASE AGREEMENT

THIS LUGGAGE CART CONCESSION AND LEASE AGREEMENT (“Agreement”) is dated _____ for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Smarte Carte, Inc. (“Concessionaire”), a Minnesota corporation.

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. Concessionaire desires to operate a luggage cart concession at the Airport, as an essential service for passengers and other patrons using the Airport, and to lease certain premises at the Airport for the operation of concession.

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

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 DEFINITIONS

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

Activation Delay Damages	As defined in Section 12.3(a).
Airport	Hollywood Burbank Airport (officially known as Bob Hope Airport).
Airport Manager	Person engaged by the Authority to function as the manager of the Airport. As of the execution of this Agreement, the Airport Manager is TBI Airport Management, Inc., a Delaware corporation.
Airport Representative	An officer, employee, contractor, or consultant of the Authority or the Airport Manager acting in a professional capacity.
Airport Rules and Regulations	July 1, 2023 Airport Rules and Regulations, or any revisions or successors adopted by the Authority Commission.

Airport Terminal	The Replacement Passenger Terminal (under construction as of the execution of this Agreement) in the northeast quadrant of the Airport, including all user movement areas, public areas, baggage claim areas, interconnecting hallways, and concourses.
Alterations	As defined in Section 19.1.
Annual Rent Report	As defined in Section 5.4(a).
Approved Project	Planned but not completed Leasehold Improvements as approved by the Authority.
Authority	Burbank-Glendale-Pasadena Airport Authority.
Authority Commission	Burbank-Glendale-Pasadena Airport Authority Commission.
Authority Indemnitees	The Authority, the Airport Manager, the Cities of Burbank, Glendale, and Pasadena, and their respective officers, officials, directors, employees, agents, representatives, and volunteers.
Base Rent	As defined in Section 5.2.
Build-Out Deadline	With respect to the Leased Premises, 60 days before the RPT Opening Date.
Concession Period	From the RPT Opening Date to 11:59 p.m. on the Expiration Date or any earlier termination date.
Concessionaire	Smarte Carte, Inc., a Minnesota corporation, or its successor or permitted assigns.
Concessionaire Agent	An employee, consultant, Subcontractor, licensee, vendor, affiliate, invitee, serviceperson, designer, architect, contractor, or other person who is performing services on behalf of or for the benefit of Concessionaire, regardless of location.
Installation Plan	Concessionaire's plan to construct and make installations at the Leased Premises, as approved by the Authority.
Default Event	As defined in Section 13.1.
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 on which this Agreement expires (unless earlier terminated pursuant to the terms hereof), which shall be: (i) the fifth anniversary of the RPT Opening Date, or (ii) if the extension option is exercised pursuant to Section 2.3, the tenth anniversary of the RPT Opening Date.
FAA	Federal Aviation Administration.
Federal Requirements	The federal requirements set forth in Exhibit E, which requirements are applicable to contracts not funded by an Airport Improvement Program grant from the FAA.
Fiscal Year	July 1 through June 30.
Gross Revenue Share	As defined in Section 5.2(b).
Gross Revenues	<p>All revenues generated by the operation of the Luggage Cart Concession pursuant to this Agreement from all sources and all services performed by Concessionaire. Gross Revenues exclude:</p> <p>Sales taxes separately stated and collected from customers.</p> <p>Cash or credit refunds given to customers for unperformed services purchased at the Airport.</p> <p>Receipts in the forms of refund from the value of merchandise, supplies or equipment returned to shippers, suppliers or manufacturers.</p> <p>Sale or trade-in value of any equipment or fixtures approved for removal by the Executive Director and owned Concessionaire.</p> <p>Insurance proceeds received from the settlement of claims for the loss of or damages to Concessionaire's property at the Airport other than the proceeds from business interruption insurance.</p> <p>Capital cost reimbursement received by Concessionaire from a service provider or carrier, provided that the Authority may review capital cost</p>

	<p>reimbursement proposals, and audit capital cost reimbursements.</p> <p>Capital contributions, loan proceeds, or other revenues, proceeds or receipts of Concessionaire or its affiliates that do not arise from the charges and fees for use of, connection to, and advertising on the Luggage Cart Concession.</p> <p>Credit card transaction fees or payment processing fees received by Concessionaires and paid to payment processors.</p>
Initial Improvements	As specified in Section 10.3(a).
Leased Premises	Locations at the Airport where Concessionaire has a leasehold interest where the components of the Luggage Cart Concession will be installed, as specified in Exhibit A.
Leasehold Improvements	Improvements to the Leased Premises including the Initial Improvements and Alterations. Leasehold Improvements include equipment owned, installed, and affixed to the Leased Premises. Leasehold Improvements may include: mechanical, electrical, and plumbing work; floors, ceilings, demising walls, storefronts, and signage; and décor items, lighting fixtures, and built-in shelving.
Luggage Cart Concession	A system for the rental and return of carts installed and operated by Concessionaire pursuant to this Agreement, including luggage carts and kiosks.
Monthly Payment	As defined in Section 5.2(c).
Monthly Period	The period commencing on the first day of a calendar month and ending on the last day of that calendar month.
Monthly Rent Report	The monthly report due pursuant to Section 5.2(d).
New Leasehold Improvements	As defined in Section 19.1.
Notice to Proceed	The written notice to Concessionaire by which the Authority allows Concessionaire to commence construction and installation of Leasehold Improvements.
Performance Guarantee	As defined in Article 6.

Pre-Concession Period	As defined in Section 2.2.
Proposal	Concessionaire's proposal in response to the RFP, set forth in Exhibit C.
Removable Fixtures	Furniture, trade fixtures, or equipment installed in the Leased Premises by Concessionaire, but excluding those that have become such a part of the Leased Premises that they cannot be removed without causing substantial damage to the Leased Premises.
Rent	Collectively, Base Rent and Additional Rent.
RFP (Request for Proposal)	Authority RFP No. ADM26-01, set forth in Exhibit B.
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.
Sustainability Program	The Authority's program pertaining to environmental sustainability for operations at the Airport.
TSA	Transportation Security Administration.
Turnover Date	With respect to the Leased Premises, effective date of the Notice to Proceed allowing Concessionaire to take possession and commence construction and installation of Leasehold Improvements.

ARTICLE 2

EFFECTIVE DATE; PRE-CONCESSION AND CONCESSION PERIODS

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

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

2.3 Expiration Date; Option to Extend. The initial Expiration Date shall be the fifth anniversary of the RPT Opening Date. Concessionaire shall have one five-year extension option, subject to the written approval of the Executive Director, which may be granted or withheld in the

Executive Director's absolute discretion. To exercise the extension option, Concessionaire shall give notice to Authority at least ninety days before the then-scheduled Expiration Date.

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

ARTICLE 3 RIGHTS GRANTED

3.1 Pre-Concession Period Rights. During the Pre-Concession Period, the Authority grants to Concessionaire the right to install Leasehold Improvements on the Leased Premises, provided that such installation shall comply with this Agreement.

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

(a) Concessionaire shall have non-exclusive rights to the Leased Premises for Concessionaire's operation and maintenance of the Luggage Cart Concession.

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

3.3 Nonexclusive Rights. Nothing in this Agreement shall be construed to grant or authorize the granting of any exclusive right or privilege of any activity at the Airport, including operation of a cart rental and return system. The Authority may, in its sole discretion, grant rights to other concessionaires to provide similar services at the Airport.

3.4 No Warranty by Authority.

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

(b) The Authority makes no representation or warranty regarding the fitness or condition of the Leased Premises or any improvement or personal property in the Leased Premises whatsoever. Concessionaire shall be responsible for determining the fitness and conditions of the Leased Premises for its applicable use. Concessionaire shall not be entitled to any adjustment or other payments on account of the condition of the Leased Premises (except as expressly provided in Article 14), any improvements, any failure of any improvements to be in working order, any

necessity of Concessionaire to repair or take corrective actions concerning the Leased Premises, or because of the inability or delay of obtaining any required approvals from any public agency.

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

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

ARTICLE 4 LEASED PREMISES

4.1 Preliminary Identification of Leased Premises. The parties acknowledge that, as of the execution of this Agreement, Exhibit A identifies the conceptual locations of the Leased Premises, which are subject to changes 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.

4.2 Leased Premises.

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

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

(c) The location and size of the Leased Premises may change from time to time pursuant to the terms of this Agreement. Upon completion of any such change, Exhibit A shall be revised and updated. Authority Commission approval shall not be required for the revision of Exhibit A.

(d) Concessionaire accepts the Leased Premises subject to any and all existing easements, servitudes and encumbrances, whether recorded or unrecorded, and subject to the rights of the parties in possession. Authority reserves the right to grant franchises, licenses, easements, rights of way and permits in, over, upon, through, across, under and along any and all portions of the Leased Premises.

4.3 Acceptance of "As Is" Conditions.

(a) On the Turnover Date, the Authority shall deliver the Leased Premises to Concessionaire for construction of Initial Improvements in accordance with the Installation Plan. Concessionaire accepts the Leased Premises "as is, where is, and with all faults" as of the Turnover Date.

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

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

4.4 Authority Entry. Airport Representatives may enter upon the Leased Premises at any and all reasonable times without prior notice to Concessionaire (but with the best 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, per Article 11.
- (d) To perform inspections, testing, reporting, surveys, environmental inspections, remediations, studies and assessments during hours of Airport operation.
- (e) In case of public health or safety emergencies (as determined by the Authority).

ARTICLE 5
RENT

5.1 Obligation to Pay Rent.

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

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

5.2 Base Rent.

(a) *Base Rent Calculation.* Base Rent shall be equal to the Gross Revenue Share in the respective Fiscal Year.

(b) *Gross Revenue Share Calculation.*

(i) Gross Revenue Share shall equal Gross Revenues for such period multiplied by 12%.

(ii) Beginning 60 days prior to the end of each Fiscal Year, Landlord and Concessionaire shall negotiate in good faith to determine whether an increase in the Gross Revenue Share is warranted for the following Fiscal Year based on current economic factors, including changes in rental fees or increased use of electricity or other services by Concessionaire. Gross Revenue Share shall not be lower than 12% of Gross Revenues during the term of this Agreement (including any extension terms). Gross Revenue Share in any given Fiscal Year shall not be lower than the Gross Revenue Share applicable in the previous Fiscal Years.

(iii) In no event shall Concessionaire charge a rental fee of less than seven dollars per luggage cart. Concessionaire shall notify the Authority's Business & Property Department of any changes in rental fees within 10 business days of any such changes.

(c) Required Monthly Payment; Monthly Rent Report.

(i) Beginning in the second month following the RPT Opening Date, on or before the 15th day of each month, Concessionaire shall remit to the Authority a monthly payment ("Monthly Payment") equal to the Gross Revenue Share for the preceding month.

(ii) Simultaneous with each Monthly Payment, Concessionaire shall submit to the Authority the Monthly Rent Report for the immediately preceding month. The report shall be in the format required by the Authority, and shall show Gross Revenues from every source relating to the Luggage Cart Concession, including the following: (1) a summary of all transactions during the reporting period including a breakdown of all fees collected; (2) the number of carts dispensed; (3) the total number of transactions completed on a daily and monthly basis; (4) the Gross Revenue Share due to the Authority; and (5) any other information related to Gross Revenues as the Authority may reasonably request. The report shall be due no later than 15 days after the of close the reporting period.

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

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

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

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

5.4 Annual Rent Report and Reconciliation.

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

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

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

5.5 Form of Payment.

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

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

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

5.6 Place of Payment, Report, and Statement Submittal.

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

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

5.7 Late Payment Fee.

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

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

ARTICLE 6 PERFORMANCE GUARANTEE

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

6.2 Delivery.

(a) Concessionaire, at its sole expense, shall execute and deliver to the Authority a Performance Guarantee in the form of cash or a letter of credit and/or a performance bond made payable to the Burbank-Glendale-Pasadena Airport Authority, executed by an Authority-approved surety company, licensed pursuant to the Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570), in an amount not less than \$5,000.00. Such guarantee shall be in a form acceptable to the Authority and provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. The Performance Guarantee shall have attached a Power of Attorney as evidence of the authorization of the person executing the bond to bind the surety. The Performance Guarantee shall clearly and prominently display on the bond or letter or on an attachment: (1) the name, mailing address, physical address, and telephone number of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the California Department of Insurance and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the California Department of Insurance by calling the toll-free telephone number. An executed Performance Guarantee shall be delivered to the Authority upon execution of this Agreement.

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

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

6.3 Use.

(a) The Authority may apply all or any part of the Performance Guarantee to cure any default by Concessionaire including: (i) the payment of Rent, fees, and other charges; (ii) repair of damages to the Leased Premises, or any other Airport facilities caused by a Concessionaire Agent; (iii) cleaning the Leased Premises upon expiration or termination of this Agreement; and (iv) reimbursing the Authority for costs associated with Concessionaire's failure to perform any of its obligations under this Agreement. Further, the Authority may draw on the Performance Guarantee immediately, without notice to Concessionaire, upon commencement of a bankruptcy case or other insolvency proceeding by or against Concessionaire or upon receipt of a notice of non-renewal. Within 60 days following application of any of the Performance Guarantee, Concessionaire shall replenish the Performance Guarantee to its full amount.

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

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

ARTICLE 7 ADDITIONAL REQUIREMENTS RELATING TO REPORTS

7.1 Method of Report Submission: Additional Gross Revenues Reports.

(a) All reports shall be submitted to 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 submittal.

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

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

ARTICLE 8 RECORDKEEPING AND AUDITS

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

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

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

(c) The Authority has the right to conduct multiple types of audits throughout the Concession Period as well as upon expiration or termination of this Agreement. This right

includes examination of Concessionaire's books and records relevant to the determination of any matters concerning the performance of Concessionaire.

8.2 Concessionaire Internal Control System Requirements.

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

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

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

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

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

8.3 Production of Records.

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

(b) Concessionaire may make requested records available to the Authority at a physical location other than Burbank, California, provided Concessionaire pays the full amount of the Airport Representative's expenses, including travel, lodging, and meals, to travel to the records' location for any inspection, audit, or copying. If the Airport Representative(s) are required to spend more than five business days examining the books or records due to a lack of organization of the records or searches for missing data, then, starting on the sixth business day, Concessionaire shall pay a daily fee of \$1,200 per Airport Representative per day or partial day. If upon examination or audit, the Airport Representative determines that sufficient documentation has not been maintained, retained, or made available to verify Concessionaire's actual Gross

Revenues or any other matter relevant to this Agreement, the Authority shall be entitled to collect as Additional Rent an amount equal to 5% of the monthly Gross Revenue Share averaged over the previous six months. This Additional Rent shall be in addition to any liquidated damages that the Authority may assess pursuant to Article 12.

(c) The Authority may require Concessionaire to reconstruct, at Concessionaire's sole expense, all records for the determination of Gross Revenues or any other matter relevant to this Agreement for any period being audited. Failure to reasonably reconstruct all records shall constitute a material default.

8.4 Under and Over Reporting of Amounts Due.

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

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

ARTICLE 9 PERMITTED USE; LIMITATIONS

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

9.2 Permitted Use.

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

(b) Concessionaire may use the Leased Premises for the installation, maintenance, operation, repair, replacement, and upgrade of the Luggage Cart Concession, and any other items necessary to the successful and secure use of the Luggage Cart Concession.

(c) Subject to Section 11.6, visiting service personnel and product deliveries shall be permitted to park or unload in areas designated for temporary vendor parking or unloading, or at other locations as may from time-to-time be designated by the Authority.

9.3 Limitations. Concessionaire shall not:

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

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

(c) Install, maintain, operate, or offer to sell or install any equipment or display or sign, without the Authority's prior approval.

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

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

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

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

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

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

(j) Transact or otherwise engage in activities in the Airport other than as permitted under this Agreement or as reasonably approved by the Executive Director.

9.4 Cooperation.

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

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

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

ARTICLE 10

LUGGAGE CART CONCESSION DESIGN AND INITIAL INSTALLATION

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

10.2 Design; Installation Plan.

(a) Concessionaire shall submit system designs to the Authority for review in accordance with the schedule agreed upon under the RFP and the Proposal. Luggage Cart Concession 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 system design and 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 Construction and Initial Installations.

(a) During the period between the Turnover Date and the Leased Premises Build-Out Deadline, Concessionaire shall diligently construct, install and complete Leasehold Improvements (“Initial Improvements”) according to the Installation Plan. Construction shall be completed in accordance with the schedule set forth in the RFP.

(b) The Initial Improvements and all other components of the Luggage Cart Concession shall conform to the approved system design and the Installation Plan, and Concessionaire shall obtain the Authority’s prior approval for deviations.

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

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

10.4 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 contemplated in this Article.

10.5 Operational by RPT Opening Date. The Luggage Cart Concession shall be fully installed and operational by RPT Opening Date. In the event that is not accomplished:

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

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

ARTICLE 11 OPERATIONS AND MAINTENANCE

11.1 General. Throughout the Concession Period, Concessionaire shall operate and maintain the Luggage Cart Concession at levels meeting or exceeding the requirements set forth in the RFP and Proposal, and other provisions of this Agreement, at Concessionaire’s sole expense.

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

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

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

11.5 Staffing.

(a) Concessionaire shall have available qualified and properly trained maintenance personnel in adequate numbers to provide routine maintenance of the Luggage Cart Concession and to perform any emergency maintenance and repairs. Concessionaire Agents shall adequately and safely carry out such services in a courteous, prompt, and efficient manner adequate to meet the reasonable user demands. Concessionaire shall provide adequate means for the Authority to contact and obtain live human service support 24 hours per day each day of the year to address questions and issues.

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

(c) Concessionaire shall at all times retain a qualified, competent and experienced manager who shall manage and supervise the operation of the Luggage Cart Concession, with authorization to make representations and take ordinary actions on Concessionaire's behalf. All approvals, consents, representations and commitments of such manager shall be binding upon Concessionaire and notices to the manager shall constitute notice to Concessionaire. The manager shall be available to be contacted by the Authority during regular business hours (between 8:00 AM to 5:00 PM PST). A qualified, competent, and experienced subordinate shall be in charge and available at all times during the manager's absence. 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.

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

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

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

11.8 Upgrades to Prevailing Standards. Concessionaire, at its sole cost and expense, shall review the specifications and performance of the Luggage Cart Concession at least once every two years and make proposals regarding modifications to ensure that the Luggage Cart Concession continue to operate according to prevailing technical standards.

11.9 Maintenance, Repair, and Restoration. In addition to the maintenance requirements set forth in Section 3 of the RFP's Scope of Services, Concessionaire shall:

(a) Provide on-site repair and maintenance of each hardware component of the Luggage Cart Concession at the Airport, and use best efforts to resolve such repair and maintenance issues within 24 hours (or, if resolution of such repair or maintenance issues requires more than 24 hours, commence work within 24 hours) after Concessionaire becomes aware from any source that an outage condition or problem is caused by or related to any carts or components of the Luggage Cart Concession. In any event, upon receipt of a request by the Authority to address a problem with any part of the Luggage Cart Concession, Concessionaire shall respond within 24 hours and shall work diligently to promptly solve the problem.

(i) Maintain, repair, and perform all ordinary preventative maintenance and upkeep relating to the Luggage Cart Concession.

(ii) Immediately inform the Authority upon becoming aware of any outage or malfunction of a Luggage Cart Concession component that can be reasonably anticipated to create a hazard to Airport users or damage to Airport property.

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

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

the Leased Premises in good order, condition, and repair, consistent with the standards of a first-class airport passenger terminal.

(v) 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.

(vi) If maintenance or repair of any Luggage Cart Concession component, including luggage carts or docking stations, cannot be completed within 30 days, Concessionaire shall be required to replace such components.

(b) Concessionaire shall be responsible for maintenance of all component parts of the Luggage Cart Concession, including without limitation docking stations and carts. All maintenance, repairs, finishing, and replacements shall be of quality at least equal to the original in materials and workmanship, and shall be substantially similar in appearance to the then existing Luggage Cart Concession.

(c) Concessionaire shall not:

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

(ii) Commit or permit waste, debris or a nuisance upon the Leased Premises.

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

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

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

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

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

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

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

(d) Upon request by the Authority, Concessionaire shall provide the Authority a written schedule for Concessionaire's cleaning of the Leased Premises and component parts of the Luggage Cart Concession.

(e) Concessionaire shall be solely responsible for the cost of any repair or maintenance to the Leased Premises resulting from the negligent acts or omissions of any Concessionaire Agent. In the event of such damage, the Authority may elect to: (i) perform such repair or maintenance itself, at Concessionaire's expense (in which case, Section 11.22 shall apply), or (ii) may require Concessionaire to perform the same and restore the property to a quality at least equal to the original in materials and workmanship. If the repair or maintenance is not of an emergency nature, the Authority shall give Concessionaire five days advance written notice of its election in such matter.

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

11.10 Utilities. The Authority shall pay all water, gas, heat, light, power, air conditioning, telephone, and other utilities and services supplied to the Leased Premises together with any and all taxes thereon and any connection fees; provided, however, the Authority shall not be responsible to provide any data connections, including wired or wireless internet connections, to power credit card terminals or payment systems for the Luggage Cart Concession.

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

(b) If Concessionaire requires utilities beyond those then currently provided or that are available to be extended to the boundary of the Leased Premises, 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.

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

11.11 Health and Safety Standards.

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

(b) Concessionaire's manager and/or designated key employee shall remain with the inspector during the inspection visit to the Leased Premises and correct issues

immediately, if applicable. Any issues not corrected immediately, shall be corrected prior to inspector's follow-up inspection date.

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

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

11.13 Authority's Responsibility.

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

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

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

11.15 Correction for Leased Premises Maintenance Failings.

(a) The Authority shall be the sole judge of the quality of Concessionaire's maintenance of the Leased Premises. The Authority or its representative may at any time, without notice, enter the Leased Premises to determine if maintenance performance is satisfactory to the Authority. If the Authority determines that maintenance is not satisfactory, the Authority shall notify Concessionaire and set a correction deadline. Concessionaire shall perform the required maintenance within 30 days of the Authority's notice or the Authority shall have the right to enter upon the Leased Premises and perform the maintenance. However, where unsatisfactory maintenance threatens the safety, health, or welfare of the traveling public and/or the Airport's facilities, Concessionaire shall immediately perform the maintenance.

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

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

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

12.1 General.

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

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

(c) Payment of liquidated damages shall be due within 10 business days of assessment.

12.2 No Grace Period for Certain Violations.

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

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

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

12.3 Liquidated Damages Amounts.

(a) The Authority may assess \$1000 each day (“Activation Delay Damages”) that Concessionaire fails to have Luggage Cart Concession be fully operational by RPT Opening Date (except for minor portions as approved by the Authority), until the post-RPT Opening Date system performance requirements under this Agreement are satisfied.

(b) For all other violations:

(i) The liquidated damages for the first violation of a requirement during a consecutive 12-month period shall be \$100.

(ii) The liquidated damages for the second violation of the same requirement during any consecutive 12-month period shall be \$250.

(iii) The liquidated damages for the third violation of the same requirement during any consecutive 12-month period shall be \$500. Thereafter, the liquidated damages for a violation of the same requirement within 12 months of the immediately prior offense shall be \$500 per instance.

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

(d) For any failure to submit the Annual Rent Report for a Fiscal Year by the applicable deadline, the Authority may, in addition to subsection (b), assess an amount up to 5% of the monthly Gross Revenue Share averaged over the previous six months.

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

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

(b) Failure to provide uninterrupted Luggage Cart Concession services as contemplated under this Agreement and the interruption lasts longer than four hours (unless the interruption is not due to any fault of Concessionaire).

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

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

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

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

(g) Unauthorized advertising or signage.

(h) Unauthorized solicitation activities at the Airport.

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

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

(k) Failure to comply with applicable law.

ARTICLE 13 DEFAULT EVENTS; REMEDIES

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

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

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

(c) An attempted or purported assignment, sublease, transfer, conveyance, mortgage, grant of security interest, hypothecation or other encumbrance of all or any part of Concessionaire's rights or interests under this Agreement; or rights with respect to the Leased Premises, 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 Rent (including Base Rent and any other amounts under this Agreement), where such failure continues for 30 days after notice (any such notice provided in this Section shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure Section 1161).

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

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

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

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

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

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

(ii) The worth at the time of termination of the Base Rent (defined in Section 13.2(d) below) which would have accrued under this Agreement from the date of

termination until the Expiration Date less the worth at the time of termination of the amount of such Rent loss that Concessionaire proves could have been reasonably avoided; and

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

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

(c) For computing "worth at the time of termination of the Base Rent" referred to in Section 13.2(a)(2), the monthly Base Rent shall be assumed to be the average Base Rent for the immediately preceding six months, and the "worth at the time of termination" shall be computed by discounting such amount at one percentage point above the discount rate of the Federal Reserve Bank of San Francisco at the time of termination.

13.3 Waiver by Concessionaire. 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.

(a) 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.

(b) 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:

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

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

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

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

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

13.7 Default by the Authority. The Authority shall not be deemed to be in default in the performance of any obligation unless and until it has failed to perform such obligation within 30 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 30 days are required for its performance, the Authority shall not be deemed to be in default if it shall commence such performance within such 30 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 any of either party except as expressly provided in this Agreement.

ARTICLE 14 DAMAGE AND DESTRUCTION

14.1 Destruction Covered by Insurance. In the event of total or partial destruction, injury, damage or loss of the Leased Premises, 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 Leased Premises to substantially the same or better condition as they were in immediately before the destruction, injury, damage or loss.

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

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

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

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

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

14.3 Authority's Election to Terminate.

(a) In the event the Leased Premises 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 Luggage Cart Concession will not perform up to the standards required under this Agreement within six months after the date of such damage or destruction, the Authority may terminate this Agreement. The Authority may, at its option, within 30 days after the date of such destruction event give notice of Authority's intention to terminate this Agreement as of the date of the occurrence of the destruction.

(b) If the Authority elects to terminate this Agreement pursuant subsection (a), Concessionaire shall have the right within 30 days after receipt of the notice, to notify Authority in writing of Concessionaire's intention to repair such destruction at Concessionaire's expense, in which event this Agreement shall continue in effect and Concessionaire shall proceed to complete such repairs as soon as reasonably possible (within six months after the date of destruction event), to restore the Leased Premises to substantially the same or better condition as they were in immediately before the destruction, injury, damage or loss. During the repair period, Concessionaire shall continue to pay, except as otherwise provided in this Article, Base Rent and all Additional Rent, and shall perform any other obligations which Concessionaire is required to perform (except for those obligations that are not feasible to be performed during any period of repair or restoration caused by total or partial destruction of the Leased Premises).

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

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

14.4 Concessionaire's Election to Terminate. If the destruction is the such an extent that the cost of replacing the destroyed hardware of the Luggage Cart Concession exceeds 50% of the estimated cost of the estimated total replacement cost of all of the hardware of the Luggage Cart Concession at the Airport, which damage or destruction cannot be reasonably repaired or restored within six months after the date of commencement of the repair or restoration, Concessionaire may terminate this Agreement 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, Concessionaire's agents, contractors or employees, or subtenants.

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

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

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

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

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

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

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

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

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

ARTICLE 15 CONDEMNATION

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

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

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

- (a) The Leased Premises are totally or partially taken by condemnation,
- (b) As the direct result of taking, the Luggage Cart Concession is prevented from performing to the standards required under this Agreement in the absence of suitable replacement location, and

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

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

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

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

ARTICLE 16 MODIFICATIONS; TERMINATION

16.1 Reserved.

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

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

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

(a) If the Authority elects to terminate this Agreement with respect to the entire Leased Premises, the Authority shall notify Concessionaire at least 120 days before the date of termination.

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

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

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

(e) If Concessionaire rejects the relocation offer, or if the parties are unable to reach agreement regarding relocation cost (and if no related agreement is executed by the 20th day before the proposed date of relocation, it shall be conclusive proof that the parties cannot reach agreement), the Authority may elect to terminate this Agreement.

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

ARTICLE 17

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

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

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

(b) Concessionaire shall not abandon any of its property on the Leased Premises or other areas of the Airport. After the Expiration Date or date of earlier termination of this Agreement, the Authority may, at Concessionaire's sole cost, remove and store in any manner without liability to Authority, all of Concessionaire's fixtures, furniture, equipment, improvements, additions, alterations and other personal property from the Leased Premises or other areas of the Airport, or, at its option, to require Concessionaire to forthwith remove the same. If Concessionaire does not remove or retrieve (retrieval to occur after Concessionaire has paid the cost of removal and storage) such property within 30 days following the date of termination, the Authority may dispose of such property in any manner without liability to the Authority. The exercise by the Authority of its right under this paragraph shall not be construed as a taking by the Authority. Concessionaire waives all rights and benefits under Civil Code Section 1993 et seq. and any similar laws governing the disposal of lost or abandoned property. Concessionaire's obligations under this Section shall survive expiration or termination of this Agreement.

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

17.2 Holdover after End of Concession Period.

(a) Any holding over after the end of the Concession Period shall not constitute a renewal or an extension or give Concessionaire any rights in or to the Leased Premises. If Concessionaire, with the Authority's written consent, remains in possession of the Leased Premises after the end of the Concession Period, such possession by Concessionaire shall be deemed a month-to-month tenancy terminable by either party on 30 days notice. During such tenancy, notwithstanding Section 5.2(b), Gross Revenue Share shall equal Gross Revenues for such period multiplied by 18%, and all other provisions of this Agreement pertaining to Concessionaire's obligations (including all Rent and any other amounts due) shall remain in effect to the same extent as the Concession Period.

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

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

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

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

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

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

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

17.3 Ownership of Leasehold Improvements: Removal.

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

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

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

ARTICLE 18 RESERVED

ARTICLE 19 REQUIREMENTS FOR ALL LEASEHOLD IMPROVEMENTS AND SUBSEQUENT ALTERATIONS

19.1 Alterations. Concessionaire shall not construct, install or make any modifications, alterations, improvement, or additions ("Alterations") in, on or to the Leased Premises, without obtaining the Authority's approval (which consent may be granted or withheld in the Authority's sole and absolute discretion). Prior to the commencement of any Alterations, Concessionaire shall submit to Authority a completed "Tenant Improvement Form," attached as Exhibit D. Concessionaire shall comply with the rules and guidelines established by the Authority and set forth in the Tenant Improvement Form. "New Leasehold Improvements" refer to any Leasehold Improvements created after completion of the Initial Improvements.

19.2 Review and Approval of Plans for Alterations.

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

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

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

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

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

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

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

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

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

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

19.6 Performance of Leasehold Improvement or Alteration. All work done in connection with any Leasehold Improvement or Alteration shall be done at Concessionaire's sole expense and with reasonable diligence, in a good and workmanlike manner, and in compliance with all applicable laws. The Authority shall have the right to inspect and reject any work not done in accordance with the approved plans and specifications, and Concessionaire shall immediately repair or remove such work in accordance with this Section. Any work in areas adjacent to active portions of the airfield, such as taxiways and runways, shall be scheduled and performed in a manner designed to avoid interference with aircraft operations. In the event that it becomes necessary to close or temporarily alter any part of the active areas of the airfield to accommodate any work by Concessionaire or its contractors, Concessionaire shall not perform such work without submitting a detailed work plan and schedule to the Authority, which the Authority shall have the right to approve, modify or disapprove.

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

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

19.9 Authority Assumption of Approved Project. Upon the occurrence of a Default Event by Concessionaire during construction of Leasehold Improvements, the Authority shall have the right to assume the construction and to continue the contracts of Concessionaire with its

contractors and suppliers. A provision substantially similar to the following shall be included in all contracts between Concessionaire and its contractors and suppliers in order to comply with this Section:

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

19.10 Certification and As-Built Drawings.

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

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

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

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

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

19.11 No Liability of Authority. The Authority shall not be liable for any damage, loss, or prejudice suffered or claimed by Concessionaire, its agents or any other person or entity on account of: (i) the approval or disapproval of any plans, contracts, bonds, contractors, sureties or other matters; (ii) the construction or installation of any Leasehold Improvement or performance of any work, whether or not pursuant to approved plans; (iii) the improvement of or alteration or modification to any portion of the Leased Premises (except to the extent performed by the Authority); or, (iv) the enforcement or failure to enforce any of the covenants, conditions and

restrictions contained in this Agreement. The Authority's approval of Concessionaire's plans, or requirement that Concessionaire modify Concessionaire's plans, shall not be deemed the Authority's express or implicit covenant or warranty that such plans are safe or comply with any or all laws.

ARTICLE 20 INSURANCE

20.1 General.

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

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

(c) The Authority shall be given no less than 30 days prior written notice of cancellation, non-renewal, or material change in any policy. Insurance shall be maintained without any lapse in coverage during the term of this Agreement. Insurance canceled without Authority consent shall be deemed an immediate Default Event.

(d) Failure of the Authority to demand certificates of insurance or other reasonable evidence of full compliance with these insurance requirements, or failure of the Authority to identify a deficiency from the certificates of insurance or evidence provided, shall not be construed as a waiver of Concessionaire's obligations to maintain the insurance required by this Agreement.

20.2 Commercial General Liability. Concessionaire shall maintain an occurrence form commercial general liability policy or policies, in the amount of coverage not less than \$5,000,000 per occurrence, insuring against liability for personal injury, bodily injury, death, and damage to property (including loss of use thereof) and occurring on or in any way related to the Leased Premises, or occasioned by reason of the operations of Concessionaire. Such insurance shall include coverage for the following: (a) premises coverage, (b) products of completed operations, broad form contractual liability, (d) personal injury, (e) broad form property damage, (f) cross liability, (g) broad form named insured, (h) fire legal, and (i) advertising injury.

20.3 Commercial Automobile Liability. In the event that automobiles are used in connection with Concessionaire's business or operations at the Airport, Concessionaire shall maintain an automobile liability policy or policies insuring against liability for bodily injury, death, or damage to property, including loss of use thereof, and occurring in any way related to the use, loading or unloading of any of Concessionaire's automobiles (including owned, hired and non-owned vehicles) at and around the Airport. Coverage shall be in an amount of not less than \$5,000,000 each accident.

20.4 Workers' Compensation and Employer's Liability. Concessionaire shall maintain workers' compensation insurance written in accordance with California statutory limits and employer's liability insurance, in amounts not less than the following:

Bodily injury by accident - \$5,000,000 - each accident

Bodily injury by disease - \$5,000,000 - policy limit

Bodily injury by disease - \$5,000,000 - each employee

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

20.5 Property Insurance. Concessionaire shall maintain in effect property insurance written on an all risk of direct physical loss basis covering Concessionaire's fixtures, tenant improvements and betterments, personal property, and equipment located at the Airport in an amount not less than 100% of the replacement value thereof. The proceeds of such insurance shall be used to repair or replace the insured property. The policy shall include the Authority as an additional insured as respects to its interests.

20.6 Cyber Liability Insurance. Concessionaire shall procure and maintain Cyber Liability coverage in an amount not less than \$5,000,000 that will cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

20.7 Concessionaire's Risk. Concessionaire shall be responsible for obtaining any insurance that is necessary to cover its own risks. In no event shall the Authority be liable for any:

(a) business interruption or other consequential damages sustained by Concessionaire; (b) damage, theft or destruction of Concessionaire's inventory, Concessionaire Improvements, or property of any kind; or (c) damage, theft or destruction of an automobile, whether or not insured.

20.8 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 with 30 days of Authority's written notice.

(g) All insurance policies required herein shall have a rating of not less than A-X in A.M. Best's Insurance Guide or otherwise acceptable to the Authority.

(h) At least 10 business days prior to the expiration date of all policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with the Authority. If such coverage is canceled, Concessionaire shall, within 15 days of such cancellation, file with the Authority evidence that the required insurance coverage has been reinstated without lapse or provided through another insurance company or companies.

20.9 Proof of Insurance.

(a) Concessionaire shall provide proof of the requested insurance to the Authority in the following manner:

(i) Certificate(s) of Insurance evidencing all specified coverage shall be filed with the Authority prior to Concessionaire performing under this Agreement or occupying the Leased Premises. The Certificate(s) shall contain the applicable policy numbers, the inclusive dates of policy coverage, the insurance carrier's name, the insurance broker's name, address and telephone number, shall bear an original signature of an authorized representative of such carrier, and shall provide that such insurance shall not be subject to cancellation, or non-renewal except after written notice by certified mail, return receipt requested, to the Authority at least 30 days 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.

(b) Additional Insured Endorsement(s) shall be filed with the Authority prior to Concessionaire constructing any Leasehold Improvements or occupying the Leased Premises.

(c) Waiver of Subrogation Endorsement(s) shall be filed with the Authority prior to Concessionaire constructing any Leasehold Improvements or occupying the Leased Premises.

(d) If requested by the Authority, Concessionaire shall provide copies of original insurance policies.

(e) 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.

(f) If requested by the Authority, other written evidence of coverage that is acceptable to the Authority.

(g) 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.

(h) The procuring of such required policies of insurance shall not be construed to limit Concessionaire's liability, nor to fulfill the indemnification requirements of this Agreement. Notwithstanding such policies of insurance, Concessionaire shall be obligated for the full and total amount of any damage, injury, or loss caused by Concessionaire, including Concessionaire Agent(s), and connected with this Agreement or with Concessionaire, including Concessionaire Agent(s), if any, use or occupancy of the Leased Premises.

20.10 Insurance Requirements for Concessionaire Agents. Concessionaire shall require all Concessionaire Agents (other than Concessionaire's employees) in connection with the use of Leased Premises to carry and maintain coverage with limits not less than those required of Concessionaire in this Agreement. Concessionaire shall incorporate this insurance requirement by reference within any contract executed by Concessionaire and shall cause each Concessionaire Agent to comply with the terms of this Agreement. Concessionaire shall obtain and verify the accuracy of certificates of insurance evidencing the required coverage prior to permitting Concessionaire Agents to perform Leasehold Improvements or services on Airport property. Concessionaire shall furnish certificates of insurance with additional insured endorsements and waivers of subrogation as applicable from all of Concessionaire Agents as evidence thereof as the Authority may reasonably request.

ARTICLE 21 INDEMNIFICATION; HOLD HARMLESS

21.1 Concessionaire Indemnification of Authority.

(a) To the fullest extent permitted by law, Concessionaire shall defend, indemnify, and hold harmless the Authority Indemnitees from and against any and all liabilities, liens, claims, judgments, demands, causes of action, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs) (collectively, the "Liabilities"), arising out of, related to, or in any way connected with this Agreement, the Leased Premises, or the Luggage Cart Concession, including any related: (i) actions or omissions of Concessionaire or the Authority; obligations or activities undertaken in connection with this Agreement; (iii) damage to any person or property, or injury to or death to any person, including any claim or action alleging latent and other defects, whether or not discoverable by Concessionaire or the Authority; (iv) alleged or actual breach of any laws; and (v) duties under easements or contracts with third parties; except

that this requirement shall not apply to any Liabilities arising through the sole negligence or willful misconduct of the Authority.

(b) These indemnity obligations shall apply for the entire time that any third party can make a claim against or sue the Authority Indemnitees and shall survive the expiration or termination of this Agreement. Concessionaire and the Authority shall promptly provide notice to each other of any Liabilities. Within seven days of receiving the Authority's notice, Concessionaire shall respond to the Authority in writing regarding Concessionaire's plan of action. Concessionaire shall not settle, compromise any claim or matter, or admit liability or fault on the part of the Authority without first obtaining Authority's written consent. Maintaining the insurance required under this Agreement shall not affect Concessionaire's indemnity obligations.

21.2 Subcontractor Indemnification of Authority. Concessionaire shall include in all subcontracts the language of this Article indemnifying the Authority Indemnitees from any and all Liabilities arising out of, related to, or in any way connected with this Agreement, the Leased Premises or the Luggage Cart Concession. These indemnity obligations shall apply for the entire time that any third party can make a claim against or sue the Authority Indemnitees and shall survive the expiration or termination of any such Subcontract. Any Subcontractor shall promptly provide notice to Concessionaire and the Authority of any Liabilities. Within seven days of receiving the Authority's notice, Subcontractor shall respond to the Authority in writing (with a copy to Concessionaire) regarding Subcontractor's plan of action. Subcontractors shall not settle, compromise any claim or matter, or admit liability or fault on the part of the Authority without first obtaining the Authority's written consent.

21.3 Disclaimer of Liability. The Authority disclaims, and Concessionaire releases the Authority, to the extent allowed by law, from any and all liability, whether in contract or tort (including strict liability, negligence, and nuisance), for any loss, damage, or injury of any nature whatsoever sustained by Concessionaire or any Concessionaire Agent including loss, damage or injury to any Leasehold Improvement or personal property of Concessionaire, unless such loss, damage or injury is caused solely by the Authority's negligence or intentional misconduct. Under no circumstances shall the Authority be liable for indirect, consequential, special, or exemplary damages whether in contract or tort (including strict liability, negligence, and nuisance), including loss of revenue or anticipated profits. The Authority shall have no liability whatsoever and Concessionaire releases and agrees to hold harmless the Authority from any and all liability relating to any information provided by the Authority, including any historical or forecasted air traffic or passenger traffic flow information, or the accuracy thereof, or the actual air or passenger traffic. Concessionaire acknowledges and agrees that its use of any such information is at its sole risk.

ARTICLE 22 ENVIRONMENTAL PROTECTION

22.1 Definitions. As used in this Article, the following definitions shall apply:

(a) **"Environmental Laws"** shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted,

including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§9601, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. §§6901, et seq.), the Clean Water Act (33 U.S.C. §1251, et seq.), the Safe Drinking Water Act (42 U.S.C. §§300f, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§5101, et seq.), the Toxic Substance Control Act (15 U.S.C. §§2601, et seq.), the California Hazardous Waste Control Law (California Health and Safety Code §§25100, et seq.), the Porter-Cologne Water Quality Control Act (California Water Code §§13000, et seq.), and the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code §§25249.5, et seq.).

(b) **“Environmental Damages”** means all claims, fees and expenses of defense of any claim and of any settlement or judgment, including reasonable attorneys’, consultants’, contractors’, experts’ and laboratory fees, any of which are incurred at any time as a result of the presence of Hazardous Materials, Regulated Materials and Pollutants upon, about, or beneath the Leased Premises or migrating or threatening to migrate to or from the Leased Premises, or the existence of a violation of Environmental Laws pertaining to the Leased Premises 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.

22.2 Concessionaire Representations, Warranties, and Covenants.

(a) Concessionaire shall comply and shall ensure that Concessionaire Agent(s) comply with all applicable Environmental Laws pertaining to its and their use of, and operations at, the Airport.

(b) Concessionaire shall, and shall ensure that Concessionaire Agent(s), handle, use, store, dispose of, transport, or otherwise manage, any Hazardous Materials, Regulated Materials and Pollutants at the Airport in a lawful manner.

(c) Concessionaire shall obtain and regularly maintain all necessary licenses, permits, registrations and other authorizations and approvals required under Environmental Laws, and shall provide any notices required under Environmental Laws, for conducting its operations at the Airport.

(d) Concessionaire shall promptly provide the Authority's Director of Noise and Environmental Affairs with a copy of any application filed and/or permit received for the use or storage of Hazardous Materials, Regulated Materials and Pollutants on the Airport, or report arising out of or in connection with any Hazardous Materials, Regulated Materials and Pollutants pursuant to any Environmental Laws or permits on or about the Leased Premises.

22.3 Environmental Sustainability Programs.

(a) The Authority is committed in its efforts to reduce the environmental footprint of the Airport, integrate sustainable practices into Airport operations, and respond to community concerns while providing economic benefits to the region. The Authority is dedicated to reducing the Airport's greenhouse gas emissions year after year to minimize the Airport's carbon footprint over time. Further, the Authority has pledged to reach carbon neutrality at the Airport by 2045, consistent with City of Burbank and State of California goals. Carbon reductions will be measured on a per-passenger basis for emissions under the Authority's control (known as Scope 1 and 2 emission sources) including fleet and heavy-duty vehicles, emergency generators, firefighting training, refrigerant losses, and purchased electricity. The Authority will strive to achieve these reductions through initiatives such as the clean fleets program, sustainable design and construction program, and renewable energy projects. These advances toward sustainability will support the Authority's objective to serve its guests while minimizing environmental impacts. The Authority specifically reserves the right to modify the Airport's environmental goals, sustainability initiatives, policies, and procedures as stipulated in the Airport Rules and Regulations. Concessionaire shall comply with applicable Environmental Laws.

(b) In the event that Concessionaire becomes authorized to operate a motor vehicle in the Airfield Operations Area, Concessionaire shall be required to comply with the Authority's Air Quality Improvement Plan ("AQIP") / Memorandum of Understanding ("MOU") with the South Coast Air Quality Management District and federal, state, and local regulations to reduce emissions from operations. The AQIP/MOU is available on the Authority's website or by request to the Authority.

(c) From time to time the Authority shall publish requirements applicable to Concessionaire and other Airport users as part of the Sustainability Program. Concessionaire shall comply with all such requirements.

22.4 Concessionaire Environmental Reporting and Response Requirements.

(a) In the event Concessionaire receives any written notice, citation, order, warning, complaint, claim, or demand from a government entity regarding Concessionaire's use

of, or operations at the Leased Premises 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's Director of Noise and Environmental Affairs, including a copy of such notice received by Concessionaire.

(b) In the event Concessionaire or Concessionaire Agent(s) cause, in whole or in part, unlawfully allow or contribute to a Release of any Hazardous Material, Regulated Material or Pollutants at the Airport that may be in violation of any applicable Environmental Laws or that is above any applicable reportable quantity, emission standard or effluent guideline set forth in any applicable Environmental Laws, Concessionaire shall report such Release to the appropriate governmental authorities in compliance with applicable Environmental Laws.

(c) Concessionaire shall promptly respond to the Release of a Hazardous Materials, Regulated Materials or Pollutants, as required by applicable Environmental Laws and promptly take all further removals, remediation, or corrective actions required under Environmental Laws to abate any threat to human health or the environment or any other resulting impacts.

(d) Any remedial or other activity undertaken by Concessionaire under this Article shall not be construed to impair Concessionaire's rights, if any, to seek contribution or indemnity from any person, consistent with this Agreement.

22.5 Environmental Indemnification and Reimbursement.

(a) Notwithstanding any other provision to the contrary, Concessionaire shall indemnify, defend, and hold harmless Authority Indemnitees from and against any and all Environmental Damages resulting from the failure of Concessionaire to meet its obligations under this Agreement, whether caused, in whole or in part, or unlawfully allowed by Concessionaire, a Concessionaire Agent, or any other third party under Concessionaire's direction or control.

(b) The Authority shall provide Concessionaire with prompt notice of any Environmental Damages to allow Concessionaire the opportunity to properly and effectively respond to or otherwise defend such Environmental Damages. Concessionaire shall, at its sole expense, defend all Environmental Damages whether frivolous or not.

(c) In the event the Authority undertakes any action, including investigations, removals, remediation, or corrective actions with respect to any Environmental Damages in response to the failure of Concessionaire to defend such Environmental Damages, Concessionaire shall reimburse the Authority, upon written demand by the Authority, for all reasonable and documented costs that the Authority incurs in association with such action, including consultants' fees, contractors' fees, reasonable attorneys' fees and expenses of investigation, removal, Response, remediation, or corrective action.

(d) Except to the extent arising out of the sole active negligence or willful misconduct of the Authority Indemnitees, Concessionaire waives the right of contribution and subrogation against the Authority Indemnitees in connection with Environmental Damages set forth herein. Any claims for environmental matters shall be subject to this Article.

22.6 Limitations. Notwithstanding anything contained in this Agreement to the contrary, Concessionaire's obligations under this Article, including Concessionaire's indemnity, is limited to those Hazardous Materials, Regulated Materials and Pollutants first brought, created, disposed, fashioned, or caused to be exposed or released onto the Airport by or on behalf of Concessionaire or Concessionaire Agent(s), and Concessionaire shall not be responsible for nor required to indemnify the Authority Indemnitees for any other Hazardous Materials, Regulated Materials or Pollutants discovered at the Airport.

ARTICLE 23 ASSIGNMENT AND SUBLETTING

23.1 No Assignment or Subletting Without Consent.

(a) Concessionaire shall not in any manner, by operation of law or otherwise, assign, hypothecate, encumber, or transfer this Agreement or any of the rights, duties, or obligations under this Agreement, in whole or in part, voluntarily or involuntarily, or by operation of law (each, a "Transfer"), without the prior written consent of the Authority. Any attempted or purported assignment of any right or obligation pursuant to this Agreement, without such consent, shall be voidable at the discretion of the Authority and grounds for termination of this Agreement. The acceptance by the Authority of any Rent or other payment as provided in this Agreement or the continuation of the use of the Leased Premises, as provided herein, by Concessionaire or purported transferee or successor-in-interest, shall not be deemed a waiver of such right to terminate.

(b) Any request by Concessionaire for approval of a sublease, assignment, mortgage, pledge or other encumbrance to any third party that is not an affiliate of Concessionaire shall be subject to an administrative fee (at an amount determined by the Authority but not more than \$1,000 for each request) for costs incurred by such request, which shall be submitted at the time of the request. The payment of this administrative fee is not guarantee of approval.

23.2 Limited Effect of Consent. Consent by the Authority to any Transfer shall not in any way be construed to relieve Concessionaire from obtaining further authorization from the Authority for any subsequent Transfer.

ARTICLE 24 TAXES, ASSESSMENTS, AND CHARGES

24.1 Taxes, Assessments and Other Charges.

(a) Concessionaire shall pay before delinquency, and without notice or demand, all applicable sales, use, intangible and possessory interest tax, and any other taxes, assessments, and charges levied or imposed against the Leased Premises, the Leasehold Improvements, and other personal property used in the performance of Concessionaire's activities at the Airport, or that result from Concessionaire's construction, occupancy or use of any Airport facilities, or that are assessed on any payments made by Concessionaire under this Agreement, whether levied against Concessionaire or the Authority. Concessionaire shall, at its sole expense, clear any lien created by virtue of such tax, assessment or charge. Any such payment shall not reduce the amount of the Rent otherwise required to be paid by Concessionaire to the Authority.

(b) Concessionaire shall promptly pay any penalty or other charge which may be due and payable to Authority or any other party or government entity in connection with this Agreement and all rights and privileges.

(c) Concessionaire shall promptly pay any tax or other charge which is measured by the amount of Gross Revenues earned by Concessionaire, including, any Gross Revenues income tax or excise tax levied by the Authority, the City of Burbank, the County of Los Angeles, the State of California, the federal government, or any other government entity.

(d) Concessionaire acknowledges that this Agreement may create a possessory interest in the Leased Premises and that such interest may give rise to a possessory interest tax. If a possessory interest tax is levied or imposed, then Concessionaire shall pay such tax when due without any credit or offset to the moneys that are due and payable to the Authority.

(e) To the extent that the Authority forwards to Concessionaire a bill or assessment notice relating to a tax, assessment, or charge coming due for which Concessionaire is responsible, Concessionaire shall pay the tax, assessment, or charge promptly before the due date (and concurrently notify the Authority of such payment).

24.2 Contest of Tax or Charge.

(a) In the event that Concessionaire desires, in good faith, to contest or review by appropriate legal proceedings any tax, assessment, or charge imposed by another government entity, Concessionaire, at least 10 days prior to delinquency, shall give the Authority notice of its intention to contest such tax or charge.

(b) Concessionaire may withhold payment of the tax, assessment or charge being contested if nonpayment is permitted during the pendency of such proceedings without the imposition or foreclosure of any related lien or the imposition of any fine or penalty. The contest shall be prosecuted to completion (whether or not this Agreement has expired or terminated) without delay at Concessionaire's sole expense.

(c) Within such 10-day period or the applicable period of time allowed by law after the final determination of the amount due, Concessionaire shall pay such amount, together with all costs, expenses and interest (whether or not this Agreement has then expired or terminated).

24.3 Payment by Authority. If Concessionaire fails to pay any tax, assessment, or charge, the Authority may, after five days notice to Concessionaire, pay, discharge, or adjust such tax, assessment, or charge for Concessionaire's benefit. In such event, Concessionaire, on receipt of written demand of the Authority, shall reimburse the Authority promptly for the full amount with interest at the rate of 1.5% per month (subject to the maximum rate permitted by law). Any receipt showing payment by the Authority shall be prima facie evidence that the amount of such payment was necessary and reasonable and made by the Authority on Concessionaire's behalf.

**ARTICLE 25
DISCLAIMER OF LIENS**

25.1 Creation of Lien Prohibited.

(a) As used in this Article, "Lien" shall mean and refer to any mortgage, lien, security interest, encumbrance, charge on, pledge of, conditional sale or other encumbrance on the Airport Terminal, the Leased Premises, or any Alteration, fixture, improvement or appurtenance.

(b) Concessionaire shall not directly or indirectly create or permit or suffer to be created and/or to remain, any mechanics' or materialman's Lien upon the Leased Premises or any Airport property, including any Initial Improvements, Alterations, New Leasehold Improvements, fixtures, improvements or appurtenances thereto, except those Liens expressly permitted in writing by the Authority, by reason of construction, labor, services, or materials performed or furnished at request of Concessionaire or any contractor or supplier employed by Concessionaire. The Authority shall have the right to post and keep on the Leased Premises any notices that may be required by law or which Authority may deem proper for the protection of Authority and the Airport property from such Liens.

(c) In the event any Lien(s) have been created by or permitted by Concessionaire in violation of this provision, Concessionaire shall within 10 days of the filing thereof, cause such Lien(s) to be discharged as of record, by bond or as otherwise allowed by law.

25.2 Authority Right to Clear. In the event of Concessionaire's failure to clear the record of any such Lien within such time period, the Authority may (but is not required to) remove such Lien by paying the full amount or by bonding or in any other manner the Authority deems appropriate, without investigating the validity of such Lien, and irrespective of the fact that Concessionaire may contest the propriety or the amount, and Concessionaire, upon demand, shall pay the Authority the amount so paid out by the Authority in connection with the discharge of such Lien, together with interest thereon at the rate of 1.5% per month or the maximum legal rate, whichever is less, and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, which amounts are due and payable to the Authority as Additional Rent on the first day of the next following month.

25.3 No Consent by Authority. Nothing contained in this Agreement shall be construed as a consent on the part of the Authority to subject the Authority's estate in any portion of the Airport to any lien or liability under the laws of the State of California.

25.4 Survival. Concessionaire's obligations under this Section shall survive expiration or termination of this Agreement.

**ARTICLE 26
SUBORDINATION AND ATTORNMENT**

26.1 Subordination. This Agreement is subject and subordinate to all mortgages, deeds of trust, bond indentures, liens and other encumbrances, security interests now or hereafter affecting the Airport premises, and to all renewals, modifications, replacements, consolidations and extensions thereof. Concessionaire shall execute and deliver to the Authority or any other

party requiring such subordination, within 10 days following its receipt, any and all documents which may be required to effectuate such subordination. This Agreement shall be amended, altered or modified in accordance with the reasonable requirements of a mortgagee, beneficiary, bond trustee, secured party or other lien holder, so long as such amendment, alteration or modification does not cause Concessionaire material financial loss, and that Concessionaire written consent to any such amendment, alteration or modification shall not be unreasonably withheld or delayed. Concessionaire shall give prompt written notice to each mortgagee, beneficiary, bond trustee, secured party or lien holder, of which Concessionaire has written notice, of any default of the Authority, and Concessionaire shall allow such mortgagee, beneficiary, bond trustee, secured party or lien holder a reasonable length of time (in any event, not less than 30 days from the date of such notice) in which to cure such default.

26.2 Attornment. In the event that any mortgage, deed of trust, bond indenture, security interest, lien or other encumbrance is foreclosed, Concessionaire, with and at the election of the purchaser or, if there is no purchaser, with and at the election of the holder of the fee title to the Leased Premises, shall enter into a new contract covering the Leased Premises for the remainder of the Concession Period, on the same provisions herein provided. Alternatively, upon such foreclosure, Concessionaire shall, upon written request, attorn to the purchaser and recognize the purchaser as the Authority under this Agreement.

26.3 Subordination to U.S. Government Agreements. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Authority and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

ARTICLE 27

CONCESSIONAIRE REPRESENTATIONS AND WARRANTIES; ADDITIONAL COVENANTS

27.1 Representations and Warranties. Concessionaire represents and warrants as follows, each of which is true and correct, and shall be true through the term of this Agreement:

(a) Concessionaire has the power and authorization to enter into this Agreement, the Board of Directors of Concessionaire has by appropriate action approved this Agreement, this Agreement has been executed and delivered pursuant to the authorization conferred by such action, and is binding upon Concessionaire in accordance with its terms, and that the individual(s) executing this Agreement on behalf of Concessionaire is duly authorized to do so.

(b) Concessionaire is duly authorized to do business in the State of California and possesses all governmental approvals necessary to perform this Agreement.

(c) Concessionaire is in compliance with all laws related to Concessionaire's business and activities conducted at the Airport.

(d) Except as disclosed in writing to the Authority before execution of this Agreement, there are no actions, suits, or proceedings pending with service of process

accomplished or, to Concessionaire's best knowledge, threatened in writing against or affecting Concessionaire, by or before any court, arbitrator, or government entity that (i) would adversely affect Concessionaire's ability to perform its obligations under this Agreement, or (ii) relate to the execution, delivery or performance by Concessionaire of this Agreement.

(e) Concessionaire's execution, delivery, and performance of this Agreement do not conflict with or and would not result in a violation of, or breach of, or constitute a default under, any agreement or instrument to which Concessionaire is a party or by which it is bound.

27.2 Additional Covenants. Throughout the term of this Agreement:

(a) Concessionaire shall comply with the Federal Requirements and applicable laws as to Concessionaire's operations and transactions related to the subject matter of this Agreement.

(b) Concessionaire shall comply with orders, directives, or conditions issued, given or imposed by the Authority with respect to Concessionaire's activities at the Airport.

(c) If the TSA, the FAA, or any other federal government entity imposes a fine or penalty on the Authority for Concessionaire's or a Concessionaire Agent's non-compliance with federal laws or rules and regulations, then Concessionaire shall reimburse and indemnify the Authority for the entire amount of the fine or penalty.

(d) Concessionaire shall possess and shall, at its sole expense, keep in effect, all licenses, permits, qualifications, and approvals of whatever nature legally required for Concessionaire to perform this Agreement.

(e) Concessionaire shall comply with all applicable prevailing wage laws (including Labor Code Sections 1720, 1720.2, 1720.3, 1720.4 and 1771) with respect to work performed in connection with this Agreement. Concessionaire shall be solely responsible for determining applicability of prevailing wage laws.

(f) Concessionaire shall not enter into, any contract that will create a conflict of interest with its obligations to perform this Agreement.

(g) At the Authority's request any time, Concessionaire shall provide a sworn affidavit listing all natural or artificial persons with an ownership interest in Concessionaire and stating that no other person holds an ownership interest in Concessionaire via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If Concessionaire fails to submit the required affidavits, the Authority may, after 30 days written notice to Concessionaire, take such action as may be necessary to cause the suspension of any further payments until the required affidavits are submitted.

ARTICLE 28
GENERAL PROVISIONS

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

To Authority: BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

before RPT Opening Date:

2627 N. Hollywood Way
Burbank, CA 91505

after RPT Opening Date:

2827 N. Hollywood Way
Burbank, CA 91505

Attn: John T. Hatanaka, Executive Director
Email: jhatanaka@bur.org

To Concessionaire: Smarte Carte, Inc.
4455 White Bear Parkway
St. Paul, MN 55110

28.2 Airport Rules and Regulations. Concessionaire shall comply with the Airport Rules and Regulations. Violations of the Airport Rules and Regulations by Concessionaire or Concessionaire Agents shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

28.3 Security.

(a) Concessionaire shall be solely responsible for instituting and carrying out specific security measures for its properties at the Airport. The Authority shall be responsible only for general security throughout the Airport and shall not be liable for any vandalism that may occur in the areas of Concessionaire operation.

(b) The Authority may install, operate, and maintain a security monitoring system at the Airport that affects the areas where Concessionaire operates. The Authority may install, operate and maintain a computer-controlled access system at certain door access points.

(c) Concessionaire shall utilize the access control equipment provided by the Authority, after Concessionaire pays reasonable fees or charges for use of such access control equipment, or as otherwise agreed upon by the Authority in writing.

28.4 Generally Accepted Accounting Principles. Whenever any report or disclosure referred to in this Agreement consists, either in whole or in part, of financial information, such report or disclosure shall be prepared in accordance with generally accepted accounting principles.

28.5 No Waiver of Responsibility.

(a) The Authority's receipt, review, inspection or approval of Concessionaire's plans, work or materials, or reports shall not constitute a waiver or release by the Authority of any obligation or responsibility of Concessionaire, or an assumption of any risk or liability by the Authority. Concessionaire shall make no claim against the Authority on account of such receipt, review, inspection or approval.

(b) No payment by Concessionaire or receipt by the Authority of a lesser amount than the Rent, fees or charges due to be made by Concessionaire shall be deemed to be other than on account of the Rent, fees and/or charges due, and no endorsement or statement on any check or in any letter accompanying any check or payment as Rent, fees or charges shall be deemed an accord and satisfaction, and Authority may accept such check or payment without prejudice to Authority's right to recover the balance of such Rent, fees and/or charges or to pursue any other remedy provided in this Agreement.

28.6 Force Majeure. If either party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor disputes, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, terrorism, war, fire or other casualty, or other reason of a similar nature beyond the reasonable control of the party delayed in performing work or doing acts required under this Agreement, performance of such act shall be excused for the period of the actual delay attributable to such causes, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. This section shall not be applicable to Concessionaire's obligations to procure insurance or to pay Rent, fees and charges, or any other sums, moneys, costs, charges, or expenses required to be paid by Concessionaire. If any provision of this Agreement negates or limits the period of any extension for force majeure delay, such provision shall override this section. The party claiming excuse from performance for force majeure shall, within two days after the initial occurrence of the force majeure event, give the other party notice of such claim.

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

28.8 Authority Executive Director. In cases where the Authority's approval or consent is required pursuant to this Agreement, the Executive Director is authorized to give all approvals and consents on behalf of the Authority. The Executive Director, without additional Authority Commission action, is also authorized to execute amendments to this Agreement that do not have a negative financial impact on the Authority.

28.9 Relationship of Parties.

(a) This Agreement is not intended to create, and shall not be construed as creating, the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Authority and Concessionaire shall be construed to create a landlord and tenant relationship (as this Agreement confers solely revocable license to Leased Premises).

(b) Concessionaire is and shall remain an independent contractor with respect to all installations, construction, and services performed under this Agreement. Concessionaire has full and exclusive liability for the payment of any and all contributions or taxes for social security; unemployment insurance, or old age retirement benefits pensions or annuities now or hereafter imposed under any law that are measured by the wages, salaries, or other remuneration paid to persons employed by Concessionaire on work performed under this Agreement.

(c) This Agreement is intended for the sole protection and benefit of the parties and their successors, and assigns. No other person shall have any right of action based this Agreement.

28.10 Joint and Several Liability. If Concessionaire is a limited liability company, partnership, or joint venture or is an entity comprised of more than one party or entity, the obligation imposed on Concessionaire under this Agreement shall be joint and several, and each member, general partner, joint venture partner, party, or entity of Concessionaire shall be jointly and severally liable for all obligations.

28.11 Effect of Debarment of Concessionaire. The Authority may immediately terminate this Agreement in the event Concessionaire is debarred from contracting or providing services by the Authority, the federal government, or by any other California governmental entity.

28.12 Labor Disputes. Concessionaire shall use commercially reasonable efforts to avoid disruption to the Authority, its tenants or members of the public arising from labor disputes involving Concessionaire.

28.13 Litigation. This Agreement shall be construed, interpreted and applied in accordance with, governed by, and enforced under the laws of the State of California. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

28.14 Rules of Construction.

(a) General. Unless otherwise indicated or apparent from the context, the following rules of construction shall apply. The singular includes the plural and vice versa. The term "shall" is mandatory and the term "may" is permissive. The term "day" means calendar day.

The term “business day” means a non-holiday weekday. The phrase “for [number] days” means for [number] consecutive days. The phrase “at any time” means at any time and from time to time; and the terms “include,” “includes,” and “including” are illustrative and nonexhaustive. Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

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

(c) Law References. References to a statutory code or legislative bill refer to California law unless otherwise indicated or apparent from the context. References to a statute, regulation, or ordinance shall be deemed to refer to the then-current version of the statute, regulation, or ordinance.

(d) Fair Meaning. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either party.

(e) Two Constructions. If any provision in this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

28.15 Exhibits.

(a) Exhibits A through F 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 F, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit E, the provisions of Exhibit E shall prevail.

(b) Whenever information in an exhibit becomes outdated because of changes pursuant to this Agreement, a change in law or Airport policy changes otherwise approved by the Authority Commission, the parties may make a substitution to update the exhibit. Such substitution shall not require Authority Commission approval.

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

28.17 Integration. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding Concessionaire’s concession in the Airport Terminal. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to such subject matter. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

ARTICLE 29
SIGNATURES

29.1 Electronic Signature and Delivery. A manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

29.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

29.3 Parent Company. If financial statements for a parent company were submitted with the Proposal, the parent company shall also execute the Agreement such that it is bound jointly with Concessionaire to the obligations of the Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON NEXT PAGE]

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

Smarte Carte, Inc.

By: 

By: 

Print Name: Drew Niemayer

Print Name: Greg Schultz

Chairperson President Vice President

Secretary Asst. Secretary

Chief Finance Officer Asst. Treasurer

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

Burbank-Pasadena-Glendale Airport Authority

By: _____
Jess A. Talamantes, President

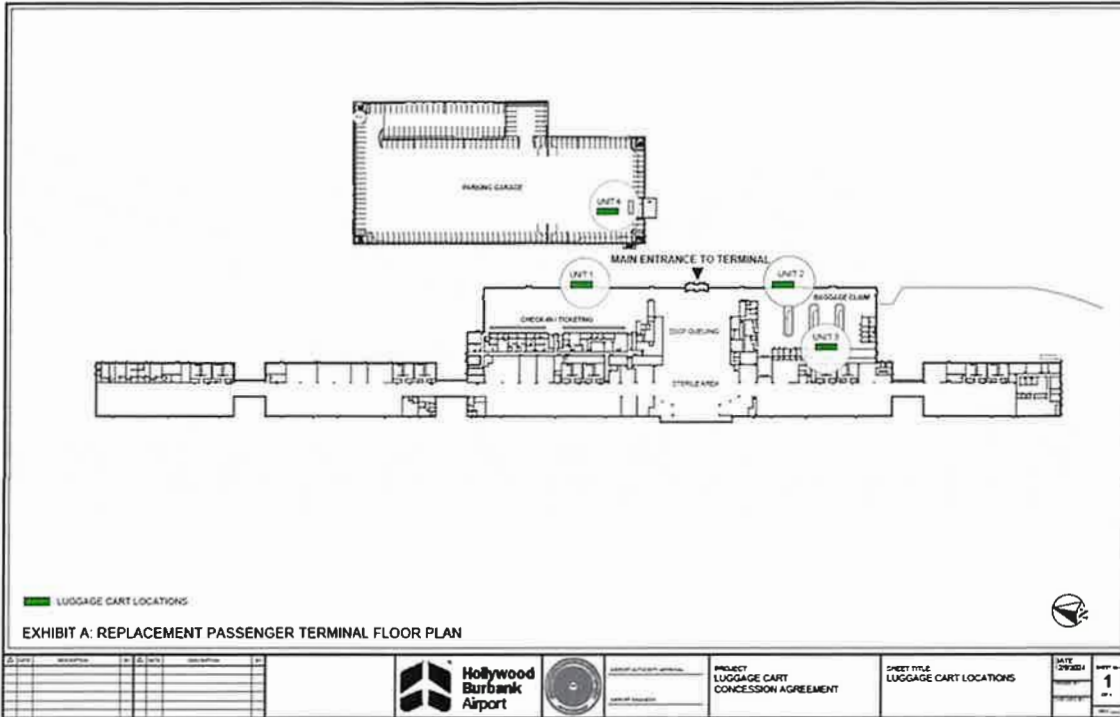
Approved as to Form:

By: _____
Richards, Watson & Gershon
A Professional Corporation

Signature Page

Exhibit A: Leased Premises

LUGGAGE CART MANAGEMENT UNIT LOCATIONS





Unit 1 – Curbside Ticketing

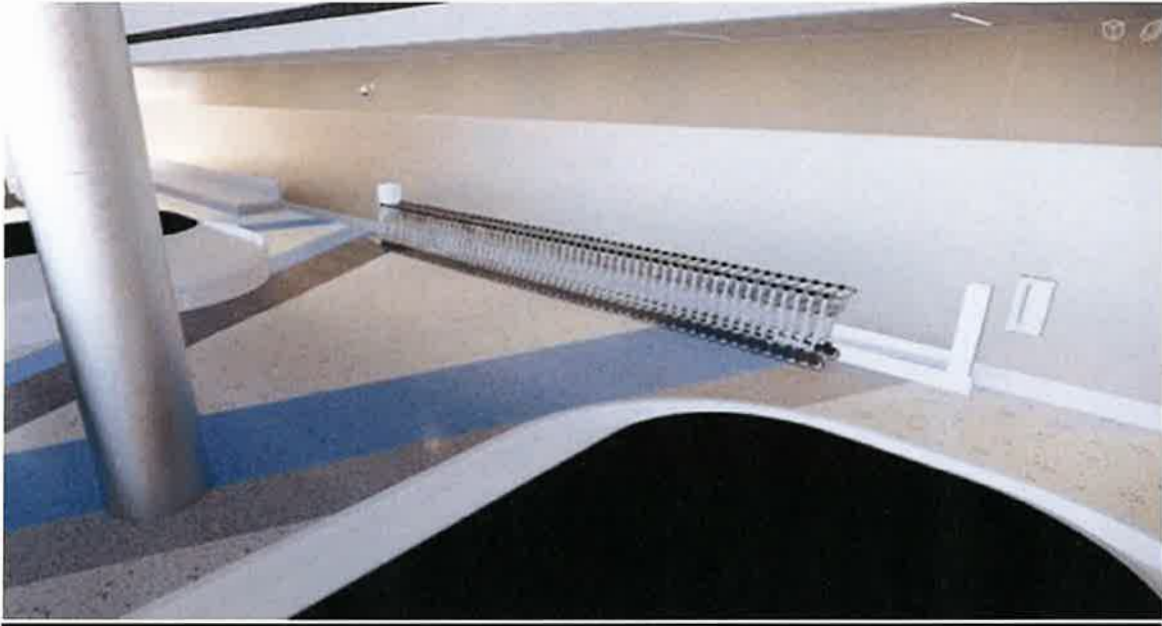


Unit 2 – Curbside Baggage Claim





Unit 3 – Baggage Claim



Unit 4 – Parking Garage



Exhibit B: RFP

(To be attached.)

RELEASE DATE: NOVEMBER 7, 2025

REQUEST FOR PROPOSALS (“RFP”)

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

**LUGGAGE CART CONCESSION
HOLLYWOOD BURBANK AIRPORT
RFP NO. ADM26-02**



**Hollywood Burbank
Airport**

Q&A DEADLINE: ALL QUESTIONS/REQUESTS FOR INTERPRETATION MUST BE RECEIVED BY NOVEMBER 20, 2025, AT 4:00 P.M. VIA PLANETBIDS.

PROPOSALS DUE: DECEMBER 4, 2025, AT 5:00 P.M. VIA PLANETBIDS

PROPOSALS MUST BE VALID FOR 120 DAYS AFTER THE DUE DATE.

REQUEST FOR PROPOSALS (“RFP”)

**LUGGAGE CART CONCESSION
HOLLYWOOD BURBANK AIRPORT
RFP NO. ADM26-02**

By submitting a proposal, Respondent acknowledges receipt of all content of the RFP package as delivered electronically and hereby attests to non-collusion regarding the competitive opportunity and any price submitted. Respondent acknowledges and accepts the terms of this solicitation, including any addenda, which will become part of any resultant agreement, and agrees that the terms as listed will supersede any conflicting contractual terms and/or conditions specified elsewhere. Respondent certifies that the information provided in its submission is complete, including the full disclosure of all 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: _____	Respondent 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”)

LUGGAGE CART CONCESSION

HOLLYWOOD BURBANK AIRPORT PROJECT NO. ADM26-02



Hollywood Burbank Airport

The Burbank-Glendale-Pasadena Airport Authority (“Authority”), owner/operator of the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“BUR”), is soliciting proposals from qualified firms to install, operate, and manage a Luggage Cart Concession 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 26 nonstop services from seven commercial airlines: Southwest, Alaska, United, American, Delta, Frontier, and Spirit. 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 luggage cart equipment in connection with the RPT. The Concessionaire will be responsible for ensuring that the Luggage Cart Concession is 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 a luggage cart service provider to install, operate, maintain and manage four luggage cart locations at the RPT in the following locations: two locations are curbside by the main entrance; one location is in the baggage claim area, and one location is on the first floor of the

parking garage, as depicted in Exhibit C.

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 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	November 7, 2025
Deadline for Submission of written questions or requests for clarification	November 20, 2025
Proposals Due	December 4, 2025
Notice of Intent to Award	January 2026
Award Recommendation to Finance and Administration Committee	February 17, 2026
Award Recommendation to Authority Commission	March 16, 2026
Service Commencement Date (60 days prior to Opening of 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 November 20, 2025.

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 Attachment page and section pertinent to the question(s). Respondents shall not rely upon any oral instructions given by the Authority.

PROPOSAL CONTENT

Respondents are required to follow the format and assemble their proposal as specified below. The content of the proposal must be clear, concise, and complete. The proposal shall be of text not smaller than 11 pt. font size and submitted in .pdf format and shall not be password protected. 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 point of 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 luggage cart 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 luggage cart services at a medium or large-sized hub airport as defined by the Federal Aviation Administration ("FAA") or at public facilities of similar size. 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 luggage cart services at a medium or large-sized hub airport or at public facilities of similar size.
- 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 continuous experience within the last eight years in the operation and management of a luggage cart concession at a medium or large-sized hub airport or at other public facilities of similar size.

Respondent shall provide a list of four references which demonstrate verifiable experience in providing the services, specifically:

- a. Two of the four references must be from airports where Respondent provided such services within the last five years.

- b. Specify the performance period for each of the four 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 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 Luggage Cart Service Contract

Respondent shall provide an organization chart showing:

- a. All names, titles 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. The on-site service manager.
- d. Escalation contact matrix.

5. Proposed Design and Installation

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 luggage cart 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 described services is different or more effective than other firms providing the same services, describe those differences in methodology, staff roles and responsibilities, and documentation processes as applicable.

6. Design, Installation, and Implementation

Respondent shall provide information that clearly identifies the design, make, model, size and specs of the proposed Luggage Cart Management Units and Carts and ensures that it complies with the specs listed in Exhibits B and C.

Respondent shall provide a detailed timeline outlining all installation, implementation and logistic plans to ensure that the Luggage Cart Management Units and Carts are installed and fully

operational on or before August 14, 2026. Respondent shall ensure that the requirements set forth in Section 1 A and B of Exhibit A- Scope of Services are incorporated in the timeline.

7. Proposed Financial Offer

Respondent shall submit the proposed percentage of gross receipts from luggage cart services that Respondent shall pay to the Authority (this shall be no less than 12% of the gross receipts per month) on a monthly basis and the proposed price per rental cart (this shall be no less than the rental fee of \$7.00 per luggage cart) charged to its customer. Respondent understands that the Concessionaire cannot change the rental cart fee without prior written approval by the Authority. The Authority reserves the right to approve or deny any request for rental fee changes.

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

- a) All transactions.
- b) Number of carts dispensed.
- c) Number of transactions on a daily basis.
- d) Total number of transactions on a monthly basis.
- e) Total amount due to the Authority.

8. Concession Agreement Acknowledgment Statement

A sample Luggage Cart Concession and Lease Agreement ("Agreement") 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 20 of the Agreement.

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 Luggage Cart 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 and Past Performance

- 1) Respondent has provided documentation confirming that the Respondent has been in the business of providing luggage cart services at a medium or large-sized hub airport or at public facilities of similar size for a minimum of five years.
- 2) Respondent has provided documentation of its organization's history, structure, size, resources and capabilities of providing luggage cart 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 four references, two of which are from airports where Respondent acted as the responsible entity for providing luggage cart services. Such services include the design, installation, implementation and management of the Luggage Cart Management Units and Carts.

SC-2 Organization and Key Personnel Assigned to Oversee Luggage Cart Concessions Agreement

- 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.
- 3) Respondent has provided written assurance that the listed key individuals will be performing the responsibilities as assigned.

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 luggage cart service needs and how work will be assigned within Respondent's team.

SC-4 Proposed Design, Implementation and Installation Plan

- 1) Respondent has provided a timeline that demonstrated a clear installation and implementation plan with deadlines that meet the RPT's construction and opening schedule. Such timeline has incorporated the requirements set forth in Section 1 A and B of Exhibit A- Scope of Services.
- 2) Respondent has provided a timeline that ensures that the Luggage Cart Management Units and Carts will be fully functional and operational on or before August 14, 2026.
- 3) Respondent has provided information pertaining to the make, model and size of the Luggage Cart Management Units and Carts.
- 4) Respondent has demonstrated that the Luggage Cart Management Units and Carts meet the requirements set forth in Exhibit B and C.

SC-5 Financial Offer and Sample Monthly Reporting Form (40 points)

- 1) Respondent has offered a competitive percentage of gross receipts from luggage cart services that Respondent shall pay to the Authority (no less than 12% of the Gross Receipts per month) on a monthly basis.
- 2) Respondent has provided a sample Monthly Reporting Form that it proposes to submit to the Authority in accordance with Section 5.2 of the Agreement.

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 the Agreement to one Respondent for a five-year performance term, with one, five-year option exercisable at the sole discretion of the Authority's Executive Director or its 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 respondent 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 this RFP's 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 December 4, 2025. Late, emailed, faxed, or hand delivered submissions will not be accepted.

Proposals shall be addressed to:

Burbank-Glendale-Pasadena Airport Authority
Attention: Francisco Flores, Senior Procurement Specialist
Ref: ADM26-02 Luggage Cart Concession
2627 N. Hollywood Way
Burbank, CA 91505
Phone: 818.565.1359
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 Attachments (all are incorporated by reference herein):

- Exhibit A: Scope of Services
- Exhibit B: Luggage Cart Management Unit Specifications
- Exhibit C: Luggage Cart Management Unit Locations
- Exhibit D: Sample Luggage Cart Concession and Lease Agreement



**Hollywood Burbank
Airport**

**LUGGAGE CART CONCESSION
HOLLYWOOD BURBANK AIRPORT
RFP NO. ADM26-02**

**EXHIBIT A
SCOPE OF SERVICES**

PROPOSAL OBJECTIVES

The Burbank-Glendale-Pasadena Airport Authority (“Authority”), owner/operator of the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”), seeks to offer luggage cart services at the Replacement Passenger Terminal (“RPT”) for the ease and convenience of its passengers.

The selected Respondent (“Concessionaire”) shall install, operate, and manage four luggage cart locations at the RPT: two locations are curbside by the main entrance; one location is in the baggage claim area, and one location is on the first floor of the parking garage, as depicted in Exhibit C.

SCOPE OF SERVICES

In addition to the Terms and Conditions set forth in the Luggage Cart Concession and Lease Agreement (“Agreement”) attached hereto as Exhibit D, the Concessionaire shall be responsible for the following:

1. Installation and Implementation of Luggage Cart Management Units, Luggage Carts, and Signage in accordance with the specifications below.

A. Installation of Luggage Cart Management Units, Luggage Carts and Signage

- Prior to the Installation, Implementation and Commencement of the Luggage Cart Concession, the Concessionaire shall comply with the insurance requirement set forth in Article 20 of the Agreement and provide Certificates of Insurance and Endorsements to the Authority.
- The Concessionaire shall at its sole cost and expense be responsible for coordinating, delivering, installing, implementing, testing, operating, maintaining and managing the Luggage Cart Concession at the RPT.
- Exhibit C – Luggage Cart Management Units Locations, contains the location and details for each Luggage Cart Management Unit and Carts to be installed.

- The Concessionaire shall meet with the RPT Design-Build Contractor (“DB Contractor”) and the Authority to finalize the schedule for the installation of the Luggage Cart Management Units and Carts following the execution of the Agreement.
- The Concessionaire shall be responsible for ensuring that all proposed Luggage Cart Management Units (including fixtures, cabling, wiring and services) comply with applicable laws and permits.
- The Concessionaire shall install its equipment and materials in a neat and orderly manner and in accordance with accepted industry practice, by competent technicians.
- The Concessionaire shall install and lay down electrical cables and wires between the equipment and power source in a manner as to keep their length and visibility to a minimum to the public.
- During the installation, the Concessionaire shall not damage any existing infrastructure or equipment.
- The Concessionaire shall be responsible at its sole cost and expense for fixing, restoring or remediating any issues or damage it causes.

B. Implementation of Luggage Cart Management Units, Luggage Carts and Signage

- The Concessionaire shall at its sole cost and expense be responsible for coordinating, implementing, testing and managing the Luggage Cart Concession at the RPT.
- The Concessionaire shall perform a system test to ensure that all system specifications and technical requirements have been met.
- The Concessionaire shall perform a system test that its wireless frequency does not disrupt the airport’s or any airport tenant’s frequencies.
- The Concessionaire shall perform an endurance test to ensure that the implemented Luggage Cart Management Units are stable and function without any issues for a period of seven consecutive days.
- The Luggage Cart Concession must be fully operational on or before August 14, 2026.

C. All Luggage Cart Management Units must:

- Be identical, new or like new, based upon the Authority’s sole discretion.
- Be the appropriate size to fit the dimensions outlined in Exhibit B.
- Be equipped with appropriate power capabilities.
- Contain instructions to guide customers through the purchase process, to include fees for luggage cart rentals and Concessionaire customer service contact information, including toll free telephone numbers.
- Be capable of accepting cash and a minimum of four major credit cards: Master Card, Visa, Discover, and American Express. Credit card readers on all management units must be the dip, tap, or swipe design. Motorized card readers are not acceptable.
- Be modular and have the capability of stacking a large number of carts in a neat, compact arrangement.

- Be in compliance with the American Disability Act.

D. All Luggage Carts must:

- Be identical, new or like new, based upon the Authority's sole discretion.
- Be constructed of durable corrosion resistant materials.
- Be constructed to be nearly maintenance free, resistant to rough usage and vandalism.
- Securely hold several pieces of luggage, garment bags, and other items normally utilized by passengers and visitors at an airport. No weight minimum.
- Function and roll easily on small curbs, ramps and irregular surfaces and not tip over despite a full load of heavy luggage; and be able to carry full loads of luggage through the public parking garages, curb-fronts, elevators and terminal buildings.
- Have protective corners, a handle, and wheels to prevent damage to passengers and terminals.
- Be "push" style with a brake system in place to keep carts from rolling when not in use.
- Have cart wheels made of a material that will reduce or eliminate, to the extent possible, noise level caused by cart movement and will not leave streak marks on the terminal floor / terrazzo.
- Be designed to operate safely. Carts will not be allowed on escalators or through security screening checkpoints and shall not have a seat designed.
- Be designed to minimize damage to airport facilities (i.e. building wall finishes); the overall design and appearance must be attractive and user friendly.

E. All Luggage Cart Signage and Information must include the following information:

- Visual displays that indicate adequate warnings and/or instructions for proper usage of the luggage cart.
- Refund procedures.
- Luggage carts cannot go through security check points.
- The cost of the luggage cart and how to pay for the rental.
- Contact information for cart malfunctions.
- Customer service line.
- Identification of the Respondent's corporate name and logo.

2. Operations and Management Plan in accordance with the specifications below:

- Provide, operate, and maintain, at its own cost and expense, all equipment, including wireless, telephone and electrical connections necessary for conducting business.
- Ensure that on-site personnel have been trained in professional dress, demeanor, and courteous interactions with customers.
- Keep and maintain the Luggage Cart Concession in a first-class, neat, orderly, sanitary and safe condition at all times, and in accordance with the Agreement.

- Establish written policies and procedures that will be followed by its personnel to include responsiveness, timeliness, resolution of complaints within 48 hours; issuance of refunds to customers; and expected standards for performance of operation.
- Ensure that the rates posted are accurate and consistent with the Agreement. Any change in rates must be requested by Concessionaire and approved by the Authority in writing.
- Ensure that each luggage cart management unit is stocked each night to their fullest capacity and shall not fall below 25% capacity at any time.
- Luggage cart management units are to be stocked by Concessionaire personnel only and not by any third-party contractor.
- Be responsible for coordinating the cleaning with the airport janitorial operator, if required.
- On-site personnel dedicated to servicing BUR with a maximum three hour response time for on-site calls.
- The Concessionaire shall ensure that all repairs will be completed within 8 hours.
- Comply with airport badging requirements.
- Provide the required reports to the Authority in accordance to the agreement.
- Response to emergency callouts 24 hours per day, 365 days per year.
- The Concessionaire shall ensure that all its employees and contractors comply with all Airport Rules and Regulations which can be amended from time to time.
- Provide the Authority with an Escalation Matrix and advise of any personnel changes.

3. Maintenance of all Luggage Cart Management Units and Luggage Carts with the specifications below:

All Luggage Cart Management Units and Luggage Carts shall at all times:

- Be 100% fully functional.
- Contain unscratched signage.
- Be cleaned and sanitized regularly.
- Be free of any rust.
- Have a freshly painted appearance.
- Be free of nicks, dents, or scratches.
- Have no apparent or visible defects or damage.
- Be replaced with new equipment in accordance with the Agreement.
- Be replaced/added with new technology that enables geographic tracking of luggage carts, when available to the industry.
- Ensure that all customer service and informational stickers are up to date.
- Inspected for tampered equipment.
- Ensuring that the Luggage Cart Concession and its management software and firmware are up to date.
- Ensure that the Luggage Cart Concession has undergone routine and preventive software and hardware maintenance.



Hollywood Burbank
Airport

**LUGGAGE CART CONCESSION
HOLLYWOOD BURBANK AIRPORT
RFP NO. ADM26-02**

**EXHIBIT B
LUGGAGE CART MANAGEMENT UNIT SPECIFICATIONS**

Maximum Management Unit Dimensions Allowed by Location:

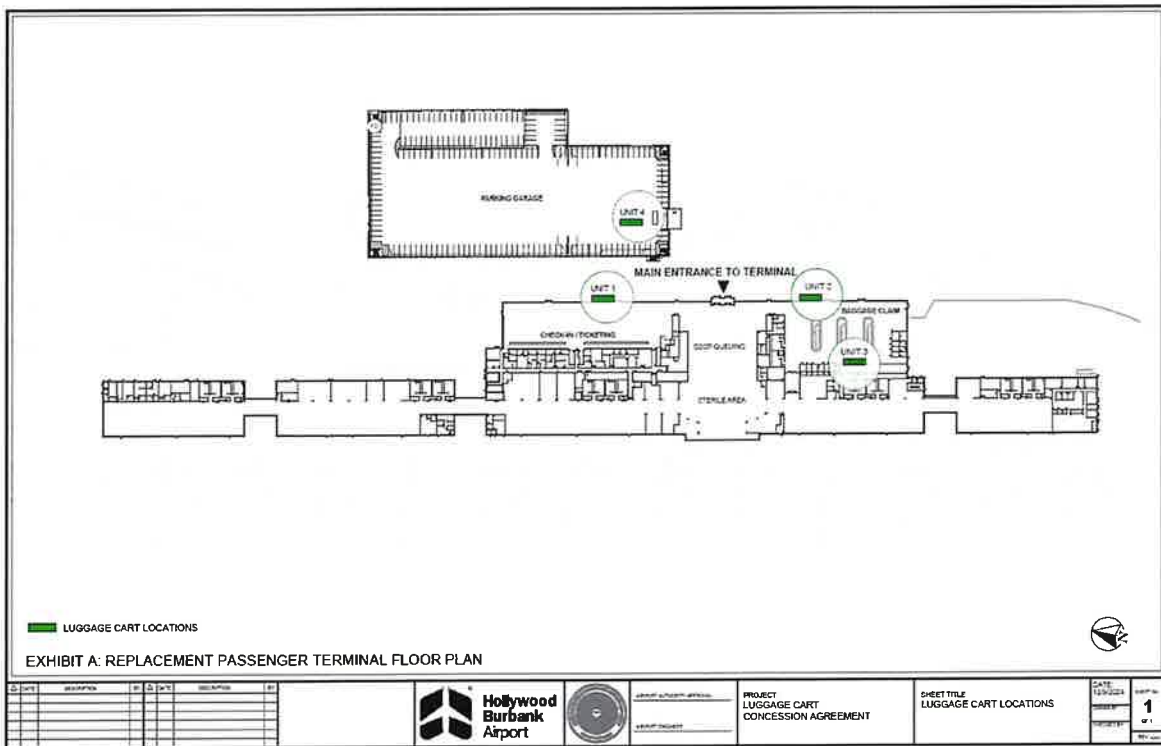
Unit 1 – Ticketing Curbside	32' - 6" x 3' - 6"
Unit 2 – Baggage Claim Curbside	42' - 6" x 3' - 6"
Unit 3 – Baggage Claim Interior	42' - 6" x 3' - 6"
Unit 4 – Parking Garage	22' - 6" x 3' - 6"



Hollywood Burbank Airport

LUGGAGE CART CONCESSION HOLLYWOOD BURBANK AIRPORT RFP NO. ADM26-02

EXHIBIT C LUGGAGE CART MANAGEMENT UNIT LOCATIONS



Unit 1 – Curbside Ticketing



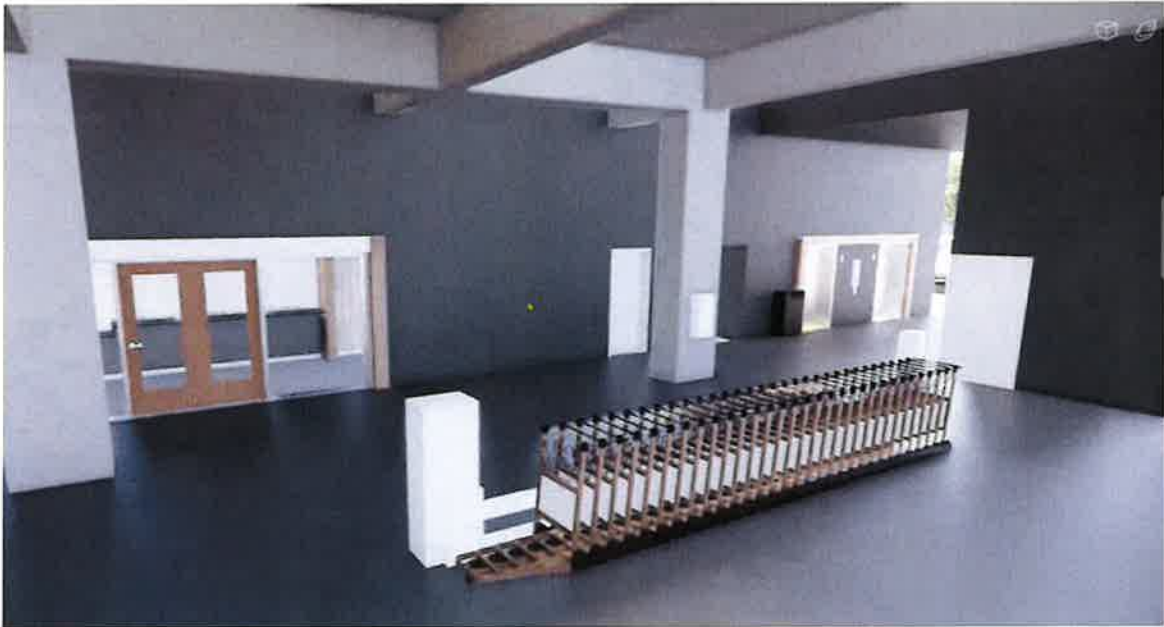
Unit 2 – Curbside Baggage Claim



Unit 3 – Baggage Claim



Unit 4 – Parking Garage



LUGGAGE CART CONCESSION AND LEASE AGREEMENT
FOR
HOLLYWOOD BURBANK AIRPORT
BETWEEN
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AND

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.)

Authority Address	Before Replacement Passenger Terminal (“RPT”) Opening Date: 2627 N. Hollywood Way Burbank, CA 91505 After RPT Opening Date: 2827 N. Hollywood Way Burbank, CA 91505	
Concessionaire:	_____ <i>Headquarter Office:</i> _____ <i>Servicing Office:</i> _____	
Leased Premises:	As depicted in Exhibit A	Exhibit A
Expiration Date:	5th anniversary of RPT Opening Date, or if extension option is exercised per Section 2.3, 10 th anniversary of RPT Opening Date	Section 2.3
Concession Period:	RPT Opening Date to 11:59 p.m. on the Expiration Date or any earlier termination date	Section 2.4
Pre-Concession Period:	Commences upon execution of Agreement until RPT Opening Date	Section 2.2
Term/Extension Option:	Five years with one five-year extension upon Concessionaire’s request, and written approval by Authority’s Executive Director	Section 2.3
Rent:	Collectively, Base Rent and Additional Rent	Section 5.1
Base Rent Commencement Date:	RPT Opening Date	Section 5.2
Base Rent:	Gross Revenue Share in the respective Fiscal Year	Section 5.2
Monthly Rent	 % of Gross Revenues	Section 5.2
Monthly Rent Due Date:	In arrears, on the 15th day of each month	Section 5.2
Due dates for monthly and annual reports	<ul style="list-style-type: none"> • Monthly Rent Report: fifteenth day after the close of each month • Annual Rent Report: 90 days after close of each Fiscal Year (or for the Final Partial Fiscal Year, 90 days following the Expiration Date) 	Section 5.2; Section 5.4

Payment Method:	Automated Clearing House (ACH) or Electronic Fund Transfer (EFT) or other method designated by the Authority with the appropriate remittance advice notes.	Section 5.5
Security Deposit	<u>\$5,000.00</u>	Section 6.2
Build-Out Deadline:	60 Days prior to opening of RPT	Section 10.3
Activation Delay Damages:	If the Luggage Cart Concession is not fully operational by RPT Opening Date, \$1,000 per day	Section 12.3
Exhibits:	A – LEASED PREMISES B – RFP C – PROPOSAL D – TENANT IMPROVEMENT FORM E – FEDERAL REQUIREMENTS	

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1	DEFINITIONS 1
ARTICLE 2	EFFECTIVE DATE; PRE-CONCESSION AND CONCESSION PERIODS 5
2.1	Effective Date..... 5
2.2	Pre-Concession Period 5
2.3	Expiration Date; Option to Extend..... 5
2.4	Concession Period 6
ARTICLE 3	RIGHTS GRANTED 6
3.1	Pre-Concession Period Rights 6
3.2	Concession Period Rights 6
3.3	Nonexclusive Rights 6
3.4	No Warranty by Authority 6
ARTICLE 4	LEASED PREMISES 7
4.1	Preliminary Identification of Leased Premises 7
4.2	Leased Premises 7
4.3	Acceptance of “As Is” Conditions..... 7
4.4	Authority Entry 8
ARTICLE 5	RENT 8
5.1	Obligation to Pay Rent..... 8
5.2	Base Rent 9
5.3	Additional Rent 9
5.4	Annual Rent Report and Reconciliation..... 10
5.5	Form of Payment..... 10
5.6	Place of Payment, Report, and Statement Submittal..... 11
5.7	Late Payment Fee..... 11
ARTICLE 6	PERFORMANCE GUARANTEE 11
6.1	Purpose..... 11
6.2	Delivery..... 11
6.3	Use..... 12
6.4	Release 12
ARTICLE 7	ADDITIONAL REQUIREMENTS RELATING TO REPORTS 13
7.1	Method of Report Submission; Additional Gross Revenues Reports 13
7.2	Late Reports/Documentation..... 13
ARTICLE 8	RECORDKEEPING AND AUDITS 13
8.1	Maintenance of Records; Authority’s Right to Inspect and Audit..... 13
8.2	Concessionaire Internal Control System Requirements 13

TABLE OF CONTENTS (cont.)

	<u>Page</u>
8.3 Production of Records	14
8.4 Under and Over Reporting of Amounts Due	15
ARTICLE 9 PERMITTED USE; LIMITATIONS	15
9.1 General	15
9.2 Permitted Use	15
9.3 Limitations	16
9.4 Cooperation	16
ARTICLE 10 LUGGAGE CART CONCESSION DESIGN AND INITIAL INSTALLATION.....	17
10.1 General	17
10.2 Design; Installation Plan	17
10.3 Construction and Initial Installations	18
10.4 Coordination for Access.....	18
10.5 Operational by RPT Opening Date	18
ARTICLE 11 OPERATIONS AND MAINTENANCE	18
11.1 General	18
11.2 Compliance with Law	18
11.3 Government Permits and Approvals	18
11.4 Standard of Service	19
11.5 Staffing	19
11.6 Badging and Security Requirements	19
11.7 Modifications.....	20
11.8 Upgrades to Prevailing Standards	20
11.9 Maintenance, Repair, and Restoration	20
11.10 Utilities.....	22
11.11 Health and Safety Standards	22
11.12 Smoking Restrictions	23
11.13 Authority’s Responsibility	23
11.14 Emergency Repairs	23
11.15 Correction for Leased Premises Maintenance Failings.....	24
ARTICLE 12 LIQUIDATED DAMAGES FOR NONCONFORMANCE TO STANDARDS AND OTHER FAILURE TO PERFORM	24
12.1 General	24
12.2 No Grace Period for Certain Violations	25
12.3 Liquidated Damages Amounts.....	25
12.4 Violations Subject to Liquidated Damages.....	25
ARTICLE 13 DEFAULT EVENTS; REMEDIES	26
13.1 Default Events.....	26
13.2 Remedies	27

TABLE OF CONTENTS (cont.)

	<u>Page</u>
13.3 Waiver by Concessionaire	28
13.4 Cumulative Remedies; No Waiver by Authority	29
13.5 Performance of Concessionaire’s Covenants by Authority	29
13.6 Excuse of Performance by Authority	29
13.7 Default by the Authority	29
ARTICLE 14 DAMAGE AND DESTRUCTION	30
14.1 Destruction Covered by Insurance	30
14.2 Destruction Not Covered by Insurance	30
14.3 Authority’s Election to Terminate.....	30
14.4 Concessionaire’s Election to Terminate.....	31
14.5 Procedure for Repair or Restoration.....	31
14.6 Other Requirements.....	31
14.7 Damage to Airport Facilities Other than Leased Premises	32
14.8 Waiver by Concessionaire.....	32
ARTICLE 15 CONDEMNATION	32
15.1 Condemnation	32
15.2 Notice to Other Party	33
15.3 Termination on Condemnation.....	33
15.4 Award.....	33
ARTICLE 16 MODIFICATIONS; TERMINATION.....	33
16.1 Reserved.....	33
16.2 Minor Modifications of Leased Premises	33
16.3 Changes to Leased Premises for Public Health and Safety Reasons	33
16.4 Authority Election to Terminate, Reduce or Relocate Leased Premises	34
ARTICLE 17 SURRENDER OF LEASED PREMISES; HOLDOVER; OWNERSHIP OF LEASEHOLD IMPROVEMENTS AND OTHER FIXTURE INSTALLATIONS	34
17.1 Surrender of Leased Premises and Removal of Property Upon Termination	34
17.2 Holdover after End of Concession Period.....	35
17.3 Ownership of Leasehold Improvements; Removal.....	36
ARTICLE 18 RESERVED	36
ARTICLE 19 REQUIREMENTS FOR ALL LEASEHOLD IMPROVEMENTS AND SUBSEQUENT ALTERATIONS.....	36
19.1 Alterations	36
19.2 Review and Approval of Plans for Alterations	37

TABLE OF CONTENTS (cont.)

	<u>Page</u>
19.3	Conditions of Approval.....37
19.4	Additional Requirements.....37
19.5	Performance Bond and Payment Bond38
19.6	Performance of Leasehold Improvement or Alteration.....38
19.7	Entitlements and Permits.....38
19.8	Payment for Work Performed38
19.9	Authority Assumption of Approved Project39
19.10	Certification and As-Built Drawings.....39
19.11	No Liability of Authority40
ARTICLE 20	INSURANCE40
20.1	General.....40
20.2	Commercial General Liability.....40
20.3	Commercial Automobile Liability41
20.4	Workers' Compensation and Employer's Liability.....41
20.5	Property Insurance.....41
20.6	Business Interruption Insurance41
20.7	Cyber Liability Insurance.....41
20.8	Concessionaire's Risk41
20.9	Additional Requirements.....41
20.10	Proof of Insurance42
20.11	Insurance Requirements for Concessionaire Agents.....43
ARTICLE 21	INDEMNIFICATION; HOLD HARMLESS.....44
21.1	Concessionaire Indemnification of Authority44
21.2	Subcontractor Indemnification of Authority44
21.3	Disclaimer of Liability44
ARTICLE 22	ENVIRONMENTAL PROTECTION.....45
22.1	Definitions.....45
22.2	Concessionaire Representations, Warranties, and Covenants46
22.3	Environmental Sustainability Programs.....46
22.4	Concessionaire Environmental Reporting and Response Requirements.....47
22.5	Environmental Indemnification and Reimbursement.....47
22.6	Limitations48
ARTICLE 23	ASSIGNMENT AND SUBLETTING48
23.1	No Assignment or Subletting Without Consent.....48
23.2	Limited Effect of Consent49
ARTICLE 24	TAXES, ASSESSMENTS, AND CHARGES49
24.1	Taxes, Assessments and Other Charges49

TABLE OF CONTENTS (cont.)

	<u>Page</u>
24.2 Contest of Tax or Charge	49
24.3 Payment by Authority	50
ARTICLE 25 DISCLAIMER OF LIENS	50
25.1 Creation of Lien Prohibited	50
25.2 Authority Right to Clear	50
25.3 No Consent by Authority	51
25.4 Survival	51
ARTICLE 26 SUBORDINATION AND ATTORNMENT	51
26.1 Subordination	51
26.2 Attornment	51
26.3 Subordination to U.S. Government Agreements	51
ARTICLE 27 CONCESSIONAIRE REPRESENTATIONS AND WARRANTIES; ADDITIONAL COVENANTS	52
27.1 Representations and Warranties	52
27.2 Additional Covenants. Throughout the term of this Agreement	52
ARTICLE 28 GENERAL PROVISIONS	53
28.1 Notices	53
28.2 Airport Rules and Regulations	54
28.3 Security	54
28.4 Generally Accepted Accounting Principles	54
28.5 No Waiver of Responsibility	54
28.6 Force Majeure	55
28.7 Time is of the Essence	55
28.8 Authority Executive Director	55
28.9 Relationship of Parties	55
28.10 Joint and Several Liability	56
28.11 Effect of Debarment of Concessionaire	56
28.12 Labor Disputes	56
28.13 Litigation	56
28.14 Rules of Construction	56
28.15 Exhibits	57
28.16 Incorporation of Mandatory Language	57
28.17 Integration	57
ARTICLE 29 SIGNATURES	57
29.1 Electronic Signature and Delivery	57
29.2 Counterparts	57
29.3 Parent Company	58

LUGGAGE CART CONCESSION AND LEASE AGREEMENT

THIS LUGGAGE CART CONCESSION AND LEASE AGREEMENT (“Agreement”) is dated _____ for reference purposes and is executed by the Burbank-Glendale- Pasadena Airport Authority (“Authority”), a California joint powers agency, and _____ (“Concessionaire”), a _____.

RECITALS

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

B. Concessionaire desires to operate a luggage cart concession at the Airport, as an essential service for passengers and other patrons using the Airport, and to lease certain premises at the Airport for the operation of concession.

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

NOW THEREFORE, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

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

Activation Delay Damages	As defined in Section 12.3(a).
Airport	Hollywood Burbank Airport (officially known as Bob Hope Airport).
Airport Manager	Person engaged by the Authority to function as the manager of the Airport. As of the execution of this Agreement, the Airport Manager is TBI Airport Management, Inc., a Delaware corporation.
Airport Representative	An officer, employee, contractor, or consultant of the Authority or the Airport Manager acting in a professional capacity.
Airport Rules and Regulations	July 1, 2023 Airport Rules and Regulations, or any revisions or successors adopted by the Authority Commission.

Airport Terminal	The Replacement Passenger Terminal (under construction as of the execution of this Agreement) in the northeast quadrant of the Airport, including all user movement areas, public areas, baggage claim areas, interconnecting hallways, and concourses.
Alterations	As defined in Section 19.1.
Annual Rent Report	As defined in Section 5.4(a).
Approved Project	Planned but not completed Leasehold Improvements as approved by the Authority.
Authority	Burbank-Glendale-Pasadena Airport Authority.
Authority Commission	Burbank-Glendale-Pasadena Airport Authority Commission.
Authority Indemnitees	The Authority, the Airport Manager, the Cities of Burbank, Glendale, and Pasadena, and their respective officers, officials, directors, employees, agents, representatives, and volunteers.
Base Rent	As defined in Section 5.2.
Build-Out Deadline	With respect to the Leased Premises, 60 days before the RPT Opening Date.
Concession Period	From the RPT Opening Date to 11:59 p.m. on the Expiration Date or any earlier termination date.
Concessionaire	, a , or its successor or permitted assigns.
Concessionaire Agent	An employee, consultant, Subcontractor, licensee, vendor, affiliate, invitee, serviceperson, designer, architect, contractor, or other person who is performing services on behalf of or for the benefit of Concessionaire, regardless of location.
Installation Plan	Concessionaire's plan to construct and make installations at the Leased Premises, as approved by the Authority.
Default Event	As defined in Section 13.1.
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 on which this Agreement expires (unless earlier terminated pursuant to the terms hereof), which shall be: (i) the fifth anniversary of the RPT Opening Date, or (ii) if the extension option is exercised pursuant to Section 2.3, the tenth anniversary of the RPT Opening Date.
FAA	Federal Aviation Administration.
Federal Requirements	The federal requirements set forth in Exhibit E, which requirements are applicable to contracts not funded by an Airport Improvement Program grant from the FAA.
Fiscal Year	July 1 through June 30.
Gross Revenue Share	As defined in Section 5.2(b).
Gross Revenues	<p>All revenues generated by the operation of the Luggage Cart Concession pursuant to this Agreement from all sources and all services performed by Concessionaire. Gross Revenues exclude:</p> <p>(a) Sales taxes separately stated and collected from customers.</p> <p>(b) Cash or credit refunds given to customers for unperformed services purchased at the Airport.</p> <p>(c) Receipts in the forms of refund from the value of merchandise, supplies or equipment returned to shippers, suppliers or manufacturers.</p> <p>(d) Sale or trade-in value of any equipment or fixtures approved for removal by the Executive Director and owned Concessionaire.</p> <p>(e) Insurance proceeds received from the settlement of claims for the loss of or damages to Concessionaire's property at the Airport other than the proceeds from business interruption insurance.</p> <p>(f) Capital cost reimbursement received by Concessionaire from a service provider or carrier, provided that the Authority may review capital cost</p>

	<p>reimbursement proposals, and audit capital cost reimbursements.</p> <p>(g) Capital contributions, loan proceeds, or other revenues, proceeds or receipts of Concessionaire or its affiliates that do not arise from the charges and fees for use of, connection to, and advertising on the Luggage Cart Concession.</p> <p>(h) Credit card transaction fees or payment processing fees received by Concessionaires and paid to payment processors.</p>
Initial Improvements	As specified in Section 10.3(a).
Leased Premises	Locations at the Airport where Concessionaire has a leasehold interest where the components of the Luggage Cart Concession will be installed, as specified in Exhibit A.
Leasehold Improvements	Improvements to the Leased Premises including the Initial Improvements and Alterations. Leasehold Improvements include equipment owned, installed, and affixed to the Leased Premises. Leasehold Improvements may include: mechanical, electrical, and plumbing work; floors, ceilings, demising walls, storefronts, and signage; and décor items, lighting fixtures, and built-in shelving.
Luggage Cart Concession	A system for the rental and return of carts installed and operated by Concessionaire pursuant to this Agreement, including luggage carts and kiosks.
Monthly Payment	As defined in Section 5.2(c).
Monthly Period	The period commencing on the first day of a calendar month and ending on the last day of that calendar month.
Monthly Rent Report	The monthly report due pursuant to Section 5.2(d).
New Leasehold Improvements	As defined in Section 19.1.
Notice to Proceed	The written notice to Concessionaire by which the Authority allows Concessionaire to commence construction and installation of Leasehold Improvements.
Performance Guarantee	As defined in Article 6.

Pre-Concession Period	As defined in Section 2.2.
Proposal	Concessionaire's proposal in response to the RFP, set forth in Exhibit C.
Removable Fixtures	Furniture, trade fixtures, or equipment installed in the Leased Premises by Concessionaire, but excluding those that have become such a part of the Leased Premises that they cannot be removed without causing substantial damage to the Leased Premises.
Rent	Collectively, Base Rent and Additional Rent.
RFP (Request for Proposal)	Authority RFP No. ADM26-01, set forth in Exhibit B.
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.
Sustainability Program	The Authority's program pertaining to environmental sustainability for operations at the Airport.
TSA	Transportation Security Administration.
Turnover Date	With respect to the Leased Premises, effective date of the Notice to Proceed allowing Concessionaire to take possession and commence construction and installation of Leasehold Improvements.

ARTICLE 2
EFFECTIVE DATE; PRE-CONCESSION AND CONCESSION PERIODS

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

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

2.3 Expiration Date; Option to Extend. The initial Expiration Date shall be the fifth anniversary of the RPT Opening Date. Concessionaire shall have one five-year extension option, subject to the written approval of the Executive Director, which may be granted or withheld in the

Executive Director's absolute discretion. To exercise the extension option, Concessionaire shall give notice to Authority at least ninety days before the then-scheduled Expiration Date.

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

ARTICLE 3 RIGHTS GRANTED

3.1 Pre-Concession Period Rights. During the Pre-Concession Period, the Authority grants to Concessionaire the right to install Leasehold Improvements on the Leased Premises, provided that such installation shall comply with this Agreement.

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

(a) Concessionaire shall have non-exclusive rights to the Leased Premises for Concessionaire's operation and maintenance of the Luggage Cart Concession.

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

3.3 Nonexclusive Rights. Nothing in this Agreement shall be construed to grant or authorize the granting of any exclusive right or privilege of any activity at the Airport, including operation of a cart rental and return system. The Authority may, in its sole discretion, grant rights to other concessionaires to provide similar services at the Airport.

3.4 No Warranty by Authority.

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

(b) The Authority makes no representation or warranty regarding the fitness or condition of the Leased Premises or any improvement or personal property in the Leased Premises whatsoever. Concessionaire shall be responsible for determining the fitness and conditions of the Leased Premises for its applicable use. Concessionaire shall not be entitled to any adjustment or other payments on account of the condition of the Leased Premises (except as expressly provided in Article 14), any improvements, any failure of any improvements to be in working order, any

necessity of Concessionaire to repair or take corrective actions concerning the Leased Premises, or because of the inability or delay of obtaining any required approvals from any public agency.

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

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

ARTICLE 4 LEASED PREMISES

4.1 Preliminary Identification of Leased Premises. The parties acknowledge that, as of the execution of this Agreement, Exhibit A identifies the conceptual locations of the Leased Premises, which are subject to changes 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.

4.2 Leased Premises.

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

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

(c) The location and size of the Leased Premises may change from time to time pursuant to the terms of this Agreement. Upon completion of any such change, Exhibit A shall be revised and updated. Authority Commission approval shall not be required for the revision of Exhibit A.

(d) Concessionaire accepts the Leased Premises subject to any and all existing easements, servitudes and encumbrances, whether recorded or unrecorded, and subject to the rights of the parties in possession. Authority reserves the right to grant franchises, licenses, easements, rights of way and permits in, over, upon, through, across, under and along any and all portions of the Leased Premises.

4.3 Acceptance of "As Is" Conditions.

(a) On the Turnover Date, the Authority shall deliver the Leased Premises to Concessionaire for construction of Initial Improvements in accordance with the Installation Plan. Concessionaire accepts the Leased Premises “as is, where is, and with all faults” as of the Turnover Date.

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

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

4.4 Authority Entry. Airport Representatives may enter upon the Leased Premises at any and all reasonable times without prior notice to Concessionaire (but with the best 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, per Article 11.
- (d) To perform inspections, testing, reporting, surveys, environmental inspections, remediations, studies and assessments during hours of Airport operation.
- (e) In case of public health or safety emergencies (as determined by the Authority).

ARTICLE 5 RENT

5.1 Obligation to Pay Rent.

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

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

5.2 Base Rent.

(a) *Base Rent Calculation.* Base Rent shall be equal to the Gross Revenue Share in the respective Fiscal Year.

(b) *Gross Revenue Share Calculation.*

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

(d) Beginning 60 days prior to the end of each Fiscal Year, Landlord and Tenant shall negotiate in good faith to determine whether an adjustment in the Gross Revenue Share is warranted for the following Fiscal Year based on current economic factors, including changes in rental fees or increased use of electricity or other services by Concessionaire. Gross Revenue Share shall not be lower than % of Gross Revenues during the term of this Agreement (including any extension terms).

(e) In no event shall Concessionaire charge a rental fee of less than seven dollars per luggage cart.

(f) *Required Monthly Payment; Monthly Rent Report.*

(g) Beginning in the second month following the RPT Opening Date, on or before the 15th day of each month, Concessionaire shall remit to the Authority a monthly payment ("Monthly Payment") equal to the Gross Revenue Share for the preceding month.

(h) Simultaneous with each Monthly Payment, Concessionaire shall submit to the Authority the Monthly Rent Report for the immediately preceding month. The report shall be in the format required by the Authority, and shall show Gross Revenues from every source relating to the Luggage Cart Concession, including the following: (1) a summary of all transactions during the reporting period including a breakdown of all fees collected; (2) the number of carts dispensed; (3) the total number of transactions completed on a daily and monthly basis; (4) the Gross Revenue Share due to the Authority; and (5) any other information related to Gross Revenues as the Authority may reasonably request. The report shall be due no later than 15 days after the close of the reporting period.

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

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

Authority shall charge Concessionaire a monthly fee based on the then-current rate for such spaces. Employee parking fees shall be due upon receipt of invoice from the Authority.

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

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

5.4 Annual Rent Report and Reconciliation.

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

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

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

5.5 Form of Payment.

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

(b) All payments or charges shall be made via Automated Clearing House (ACH) or Electronic Fund Transfer (EFT) or other method as designated in writing by the Authority. Each payment from Concessionaire shall be accompanied with a detailed remittance advice, or clear instructions, outlining what charges are being paid. All payments shall be clearly

reconcilable to their corresponding invoices or Monthly Rent Reports. The Authority shall provide Concessionaire with the information necessary to send and receive such electronic payments.

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

5.6 Place of Payment, Report, and Statement Submittal.

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

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

5.7 Late Payment Fee.

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

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

ARTICLE 6 PERFORMANCE GUARANTEE

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

6.2 Delivery.

(a) Concessionaire, at its sole expense, shall execute and deliver to the Authority a Performance Guarantee in the form of cash or a letter of credit and/or a performance bond made payable to the Burbank-Glendale-Pasadena Airport Authority, executed by an Authority- approved surety company, licensed pursuant to the Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570), in

an amount not less than \$5,000.00. Such guarantee shall be in a form acceptable to the Authority and provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. The Performance Guarantee shall have attached a Power of Attorney as evidence of the authorization of the person executing the bond to bind the surety. The Performance Guarantee shall clearly and prominently display on the bond or letter or on an attachment: (1) the name, mailing address, physical address, and telephone number of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the California Department of Insurance and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the California Department of Insurance by calling the toll-free telephone number. An executed Performance Guarantee shall be delivered to the Authority upon execution of this Agreement.

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

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

6.3 Use.

(a) The Authority may apply all or any part of the Performance Guarantee to cure any default by Concessionaire including: (i) the payment of Rent, fees, and other charges; (ii) repair of damages to the Leased Premises, or any other Airport facilities caused by a Concessionaire Agent; (iii) cleaning the Leased Premises upon expiration or termination of this Agreement; and (iv) reimbursing the Authority for costs associated with Concessionaire's failure to perform any of its obligations under this Agreement. Further, the Authority may draw on the Performance Guarantee immediately, without notice to Concessionaire, upon commencement of a bankruptcy case or other insolvency proceeding by or against Concessionaire or upon receipt of a notice of non-renewal. Within 60 days following application of any of the Performance Guarantee, Concessionaire shall replenish the Performance Guarantee to its full amount.

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

6.4 Release. The Performance Guarantee or the remaining portion thereof shall be rebated, released, assigned, surrendered, or endorsed to Concessionaire, as applicable, within 90 days after expiration or termination of this Agreement. Notwithstanding the preceding, if any question exists concerning Concessionaire's compliance with this Agreement, or if there is any remaining obligation under this Agreement after expiration or termination, the Authority may require that the Performance Guarantee remain in place until the Authority is satisfied that there

has been no violation of this Agreement and all obligations due under this Agreement have been performed.

ARTICLE 7
ADDITIONAL REQUIREMENTS RELATING TO REPORTS

7.1 Method of Report Submission; Additional Gross Revenues Reports.

(a) All reports shall be submitted to 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 submittal.

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

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

ARTICLE 8
RECORDKEEPING AND AUDITS

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

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

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

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

8.2 Concessionaire Internal Control System Requirements.

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

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

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

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

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

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

8.3 Production of Records.

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

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

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

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

8.4 Under and Over Reporting of Amounts Due.

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

(b) If an audit discloses an overpayment Concessionaire shall be granted credit toward future amounts due after first deducting the cost of the audit. In the event the cost of the audit exceeds the refund due, Concessionaire shall not be responsible for the balance of the cost of the audit, but shall also not be entitled to any refund or credit. If the audit is completed after the conclusion of this Agreement, and money is owed to Concessionaire, once all other payments

owed to the Authority are satisfied, the remainder of the over-payment shall be paid to Concessionaire.

ARTICLE 9 PERMITTED USE; LIMITATIONS

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

9.2 Permitted Use.

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

(b) Concessionaire may use the Leased Premises for the installation, maintenance, operation, repair, replacement, and upgrade of the Luggage Cart Concession, and any other items necessary to the successful and secure use of the Luggage Cart Concession.

(c) Subject to Section 11.6, visiting service personnel and product deliveries shall be permitted to park or unload in areas designated for temporary vendor parking or unloading, or at other locations as may from time-to-time be designated by the Authority.

9.3 Limitations. Concessionaire shall not:

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

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

(c) Install, maintain, operate, or offer to sell or install any equipment or display or sign, without the Authority's prior approval.

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

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

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

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

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

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

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

9.4 Cooperation.

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

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

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

the Authority (acting through the Airport Representative) shall have the right to make the final decision on the dispute resolution.

ARTICLE 10 LUGGAGE CART CONCESSION DESIGN AND INITIAL INSTALLATION

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

10.2 Design; Installation Plan.

(a) Concessionaire shall submit system designs to the Authority for review in accordance with the schedule agreed upon under the RFP and the Proposal. Luggage Cart Concession 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 system design and 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 Construction and Initial Installations

(a) During the period between the Turnover Date and the Leased Premises Build-Out Deadline, Concessionaire shall diligently construct, install and complete Leasehold Improvements (“Initial Improvements”) according to the Installation Plan. Construction shall be completed in accordance with the schedule set forth in the RFP.

(b) The Initial Improvements and all other components of the Luggage Cart Concession shall conform to the approved system design and the Installation Plan, and Concessionaire shall obtain the Authority’s prior approval for deviations.

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

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

10.4 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 contemplated in this Article.

10.5 Operational by RPT Opening Date. The Luggage Cart Concession shall be fully installed and operational by RPT Opening Date. In the event that is not accomplished:

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

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

ARTICLE 11 OPERATIONS AND MAINTENANCE

11.1 General. Throughout the Concession Period, Concessionaire shall operate and maintain the Luggage Cart Concession at levels meeting or exceeding the requirements set forth in the RFP and Proposal, and other provisions of this Agreement, at Concessionaire’s sole expense.

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

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

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

11.5 Staffing.

(a) Concessionaire shall have available qualified and properly trained maintenance personnel in adequate numbers to provide routine maintenance of the Luggage Cart Concession and to perform any emergency maintenance and repairs. Concessionaire Agents shall adequately and safely carry out such services in a courteous, prompt, and efficient manner adequate to meet the reasonable user demands. Concessionaire shall provide adequate means for the Authority to contact and obtain live human service support 24 hours per day each day of the year to address questions and issues.

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

(c) Concessionaire shall at all times retain a qualified, competent and experienced manager who shall manage and supervise the operation of the Luggage Cart Concession, with authorization to make representations and take ordinary actions on Concessionaire's behalf. All approvals, consents, representations and commitments of such manager shall be binding upon Concessionaire and notices to the manager shall constitute notice to Concessionaire. The manager shall be available to be contacted by the Authority during regular business hours (between 8:00 AM to 5:00 PM PST). A qualified, competent, and experienced subordinate shall be in charge and available at all times during the manager's absence. 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.

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

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

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

11.8 Upgrades to Prevailing Standards. Concessionaire, at its sole cost and expense, shall review the specifications and performance of the Luggage Cart Concession at least once every two years and make proposals regarding modifications to ensure that the Luggage Cart Concession continue to operate according to prevailing technical standards.

11.9 Maintenance, Repair, and Restoration.

(a) In addition to the maintenance requirements set forth in Section 3 of the RFP's Scope of Services, Concessionaire shall:

(i) Provide on-site repair and maintenance of each hardware component of the Luggage Cart Concession at the Airport, and use best efforts to resolve such repair and maintenance issues within 24 hours (or, if resolution of such repair or maintenance issues requires more than 24 hours, commence work within 24 hours) after Concessionaire becomes aware from any source that an outage condition or problem is caused by or related to any carts or components of the Luggage Cart Concession. In any event, upon receipt of a request by the Authority to address a problem with any part of the Luggage Cart Concession, Concessionaire shall respond within three hours and shall work diligently to promptly solve the problem.

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

(iii) Immediately inform the Authority upon becoming aware of any outage or malfunction of a Luggage Cart Concession component that can be reasonably anticipated to create a hazard to Airport users or damage to Airport property.

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

(v) Provide janitorial and cleaning services and supplies as may be appropriate in the operation and maintenance of the Leased Premises. Concessionaire shall keep the Leased Premises in good order, condition, and repair, consistent with the standards of a first-class airport passenger terminal.

(vi) 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.

(vii) If maintenance or repair of any Luggage Cart Concession component, including luggage carts or docking stations, cannot be completed within 30 days, Concessionaire shall be required to replace such components.

(b) Concessionaire shall be responsible for maintenance of all component parts of the Luggage Cart Concession, including without limitation docking stations and carts. All maintenance, repairs, finishing, and replacements shall be of quality at least equal to the original in materials and workmanship, and shall be substantially similar in appearance to the then existing Luggage Cart Concession.

(c) Concessionaire shall not:

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

(ii) Commit or permit waste, debris or a nuisance upon the Leased Premises.

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

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

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

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

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

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

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

(d) Upon request by the Authority, Concessionaire shall provide the Authority a written schedule for Concessionaire's cleaning of the Leased Premises and component parts of the Luggage Cart Concession.

(e) Concessionaire shall be solely responsible for the cost of any repair or maintenance to the Leased Premises resulting from the negligent acts or omissions of any Concessionaire Agent. In the event of such damage, the Authority may elect to: (i) perform such repair or maintenance itself, at Concessionaire's expense (in which case, Section 11.22 shall apply), or (ii) may require Concessionaire to perform the same and restore the property to a quality at least equal to the original in materials and workmanship. If the repair or maintenance is not of an emergency nature, the Authority shall give Concessionaire five days advance written notice of its election in such matter.

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

11.10 Utilities.

(a) The Authority shall pay all water, gas, heat, light, power, air conditioning, telephone, and other utilities and services supplied to the Leased Premises together with any and all taxes thereon and any connection fees; provided, however, the Authority shall not be responsible to provide any data connections, including wired or wireless internet connections, to power credit card terminals or payment systems for the Luggage Cart Concession.

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

(c) If Concessionaire requires utilities beyond those then currently provided or that are available to be extended to the boundary of the Leased Premises, 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 reserves the right to upgrade, extend, install, maintain, and repair all utilities and services on or across the Leased Premises, whether or not such services or utilities are for the benefit of Concessionaire. The Authority shall take all reasonable care and diligence to protect existing improvements and utilities and shall avoid to the greatest extent possible any unreasonable interference or interruption to Concessionaire's operations.

11.11 Health and Safety Standards.

(a) Concessionaire shall comply with all health and safety regulations for the Leased Premises. Concessionaire shall give access, for inspection purposes, to duly authorized representatives of all such government entities and third-party contractors. Concessionaire shall provide the Authority with copies of all inspection reports by other health and safety governing bodies and third-party contractors within 48 hours of receipt. Any discrepancies identified as a

result of an inspection, shall be remedied within the applicable time allotted by the inspector and documentation is to be provided to the Authority supporting compliance.

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

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

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

11.13 Authority's Responsibility.

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

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

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

Airport, the Authority may fix the problem immediately and invoice Concessionaire. Concessionaire shall promptly pay to the Authority any proportional costs of emergency repairs for which Concessionaire may have contributed to the cause of the incident.

11.15 Correction for Leased Premises Maintenance Failings.

(a) The Authority shall be the sole judge of the quality of Concessionaire's maintenance of the Leased Premises. The Authority or its representative may at any time, without notice, enter the Leased Premises to determine if maintenance performance is satisfactory to the Authority. If the Authority determines that maintenance is not satisfactory, the Authority shall notify Concessionaire and set a correction deadline. Concessionaire shall perform the required maintenance within 30 days of the Authority's notice or the Authority shall have the right to enter upon the Leased Premises and perform the maintenance. However, where unsatisfactory maintenance threatens the safety, health, or welfare of the traveling public and/or the Airport's facilities, Concessionaire shall immediately perform the maintenance.

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

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

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

12.1 General.

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

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

(c) Payment of liquidated damages shall be due within 10 business days of assessment.

12.2 No Grace Period for Certain Violations.

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

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

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

12.3 Liquidated Damages Amounts.

(a) The Authority may assess \$1000 each day (“Activation Delay Damages”) that Concessionaire fails to have Luggage Cart Concession be fully operational by RPT Opening Date (except for minor portions as approved by the Authority), until the post-RPT Opening Date system performance requirements under this Agreement are satisfied.

(b) For all other violations:

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

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

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

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

(d) For any failure to submit the Annual Rent Report for a Fiscal Year by the applicable deadline, the Authority may, in addition to subsection (b), assess an amount up to 5% of the monthly Gross Revenue Share averaged over the previous six months.

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

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

(b) Failure to provide uninterrupted Luggage Cart Concession services as contemplated under this Agreement and the interruption lasts longer than four hours (unless the interruption is not due to any fault of Concessionaire).

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

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

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

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

(g) Unauthorized advertising or signage.

(h) Unauthorized solicitation activities at the Airport.

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

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

(k) Failure to comply with applicable law.

ARTICLE 13 DEFAULT EVENTS; REMEDIES

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

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

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

(c) An attempted or purported assignment, sublease, transfer, conveyance, mortgage, grant of security interest, hypothecation or other encumbrance of all or any part of Concessionaire's rights or interests under this Agreement; or rights with respect to the Leased Premises, 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 Rent (including Base Rent and any other amounts under this Agreement), where such failure continues for 15 days after notice (any such notice provided in this Section shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure Section 1161).

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

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

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

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

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

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

(2) The worth at the time of termination of the Base Rent (defined in Section 13.2(d) below) which would have accrued under this Agreement from the date of

termination until the Expiration Date less the worth at the time of termination of the amount of such Rent loss that Concessionaire proves could have been reasonably avoided; and

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

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

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

(d) For computing "worth at the time of termination of the Base Rent" referred to in Section 13.2(a)(2), the monthly Base Rent shall be assumed to be the average Base Rent for the immediately preceding six months, and the "worth at the time of termination" shall be computed by discounting such amount at one percentage point above the discount rate of the Federal Reserve Bank of San Francisco at the time of termination.

13.3 Waiver by Concessionaire.

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

(b) Concessionaire waives all claims and demands against the Authority for damages or loss arising out of or in connection with the Authority's exercise of its remedies following a Default Event.

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

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

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

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

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

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

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

ARTICLE 14
DAMAGE AND DESTRUCTION

14.1 Destruction Covered by Insurance. In the event of total or partial destruction, injury, damage or loss of the Leased Premises, 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 Leased Premises to substantially the same or better condition as they were in immediately before the destruction, injury, damage or loss.

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

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

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

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

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

14.3 Authority's Election to Terminate.

(a) In the event the Leased Premises 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 Luggage Cart Concession will not perform up to the standards required under this Agreement within six months after the date of such damage or destruction, the Authority may terminate this Agreement. The Authority may, at its option, within 30 days after the date of such destruction event give notice of Authority's intention to terminate this Agreement as of the date of the occurrence of the destruction.

(b) If the Authority elects to terminate this Agreement pursuant subsection (a), Concessionaire shall have the right within 30 days after receipt of the notice, to notify Authority in writing of Concessionaire's intention to repair such destruction at Concessionaire's expense, in which event this Agreement shall continue in effect and Concessionaire shall proceed to complete such repairs as soon as reasonably possible (within six months after the date of destruction event), to restore the Leased Premises to substantially the same or better condition as they were in immediately before the destruction, injury, damage or loss. During the repair period, Concessionaire shall continue to pay, except as otherwise provided in this Article, Base Rent and all Additional Rent, and shall perform any other obligations which Concessionaire is required to perform (except for those obligations that are not feasible to be performed during any period of repair or restoration caused by total or partial destruction of the Leased Premises).

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

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

14.4 Concessionaire's Election to Terminate. If the destruction is the such an extent that the cost of replacing the destroyed hardware of the Luggage Cart Concession exceeds 50% of the estimated cost of the estimated total replacement cost of all of the hardware of the Luggage Cart Concession at the Airport, which damage or destruction cannot be reasonably repaired or restored within six months after the date of commencement of the repair or restoration, Concessionaire may terminate this Agreement 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, Concessionaire's agents, contractors or employees, or subtenants.

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

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

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

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

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

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

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

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

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

ARTICLE 15 CONDEMNATION

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

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

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

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

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

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

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

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

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

ARTICLE 16 MODIFICATIONS; TERMINATION

16.1 Reserved.

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

16.3 Changes to Leased Premises for Public Health and Safety Reasons. The Authority shall have the right, for public health and safety considerations or for compliance with law (each as determined by the Authority), to reduce the size of the Leased Premises, or require Concessionaire to relocate to another location at the Airport, and Concessionaire shall timely comply with the Authority's directions. Concessionaire shall not be entitled to compensation as the result of such requirement. If Concessionaire presents evidence showing the proposed

reduction or relocation will require significant modifications (being 50% or more of the hardware components) of the Luggage Cart Concession in order to continue performing at the standards required under this Agreement, then Concessionaire may initiate negotiation about the termination of this Agreement.

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

(a) If the Authority elects to terminate this Agreement with respect to the entire Leased Premises, the Authority shall notify Concessionaire at least 120 days before the date of termination.

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

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

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

(e) If Concessionaire rejects the relocation offer, or if the parties are unable to reach agreement regarding relocation cost (and if no related agreement is executed by the 20th day before the proposed date of relocation, it shall be conclusive proof that the parties cannot reach agreement), the Authority may elect to terminate this Agreement.

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

ARTICLE 17

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

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

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

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

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

17.2 Holdover after End of Concession Period.

(a) Any holding over after the end of the Concession Period shall not constitute a renewal or an extension or give Concessionaire any rights in or to the Leased Premises. If Concessionaire, with the Authority's written consent, remains in possession of the Leased Premises after the end of the Concession Period, such possession by Concessionaire shall be deemed a month-to-month tenancy terminable by either party on 30 days notice. During such tenancy, notwithstanding Section 5.2(b), Gross Revenue Share shall equal Gross Revenues for such period multiplied by 18%, and all other provisions of this Agreement pertaining to Concessionaire's obligations (including all Rent and any other amounts due) shall remain in effect to the same extent as the Concession Period.

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

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

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

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

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

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

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

17.3 Ownership of Leasehold Improvements: Removal.

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

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

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

**ARTICLE 18
RESERVED**

**ARTICLE 19
REQUIREMENTS FOR ALL LEASEHOLD IMPROVEMENTS AND SUBSEQUENT
ALTERATIONS**

19.1 Alterations. Concessionaire shall not construct, install or make any modifications, alterations, improvement, or additions ("Alterations") in, on or to the Leased Premises, without obtaining the Authority's approval (which consent may be granted or withheld in the Authority's sole and absolute discretion). Prior to the commencement of any Alterations, Concessionaire shall

submit to Authority a completed "Tenant Improvement Form," attached as Exhibit D. Tenant shall comply with the rules and guidelines established by the Authority and set forth in the Tenant Improvement Form. "New Leasehold Improvements" refer to any Leasehold Improvements created after completion of the Initial Improvements.

19.2 Review and Approval of Plans for Alterations.

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

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

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

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

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

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

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

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

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

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

19.6 Performance of Leasehold Improvement or Alteration. All work done in connection with any Leasehold Improvement or Alteration shall be done at Concessionaire's sole expense and with reasonable diligence, in a good and workmanlike manner, and in compliance with all applicable laws. The Authority shall have the right to inspect and reject any work not done in accordance with the approved plans and specifications, and Concessionaire shall immediately repair or remove such work in accordance with this Section. Any work in areas adjacent to active portions of the airfield, such as taxiways and runways, shall be scheduled and performed in a manner designed to avoid interference with aircraft operations. In the event that it becomes necessary to close or temporarily alter any part of the active areas of the airfield to accommodate any work by Concessionaire or its contractors, Concessionaire shall not perform such work without submitting a detailed work plan and schedule to the Authority, which the Authority shall have the right to approve, modify or disapprove.

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

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

the right to post such notices of non-responsibility as are provided for in the mechanics' lien laws of California.

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

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

19.10 Certification and As-Built Drawings.

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

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

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

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

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

19.11 No Liability of Authority. The Authority shall not be liable for any damage, loss, or prejudice suffered or claimed by Concessionaire, its agents or any other person or entity on account of: (i) the approval or disapproval of any plans, contracts, bonds, contractors, sureties or other matters; (ii) the construction or installation of any Leasehold Improvement or performance of any work, whether or not pursuant to approved plans; (iii) the improvement of or alteration or modification to any portion of the Leased Premises (except to the extent performed by the Authority); or, (iv) the enforcement or failure to enforce any of the covenants, conditions and restrictions contained in this Agreement. The Authority's approval of Concessionaire's plans, or requirement that Concessionaire modify Concessionaire's plans, shall not be deemed the Authority's express or implicit covenant or warranty that such plans are safe or comply with any or all laws.

ARTICLE 20 INSURANCE

20.1 General.

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

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

(c) The Authority shall be given no less than 30 days prior written notice of cancellation, non-renewal, or material change in any policy. Insurance shall be maintained without any lapse in coverage during the term of this Agreement. Insurance canceled without Authority consent shall be deemed an immediate Default Event.

(d) The Authority shall also be given certified copies of Concessionaire's policies of insurance. Failure of the Authority to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of the Authority to identify a deficiency from the evidence provided, shall not be construed as a waiver of Concessionaire's obligations to maintain the insurance required by this Agreement.

20.2 Commercial General Liability. Concessionaire shall maintain an occurrence form commercial general liability policy or policies, in the amount of coverage not less than \$5,000,000 per occurrence, insuring against liability for personal injury, bodily injury, death, and damage to property (including loss of use thereof) and occurring on or in any way related to the Leased Premises, or occasioned by reason of the operations of Concessionaire. Such insurance shall include coverage for the following: (a) premises coverage, (b) products of completed operations,

(a) broad form contractual liability, (d) personal injury, (e) broad form property damage, (f) cross liability, (g) broad form named insured, (h) fire legal, and (i) advertising injury.

20.3 Commercial Automobile Liability. In the event that automobiles are used in connection with Concessionaire's business or operations at the Airport, Concessionaire shall maintain an automobile liability policy or policies insuring against liability for bodily injury, death, or damage to property, including loss of use thereof, and occurring in any way related to the use, loading or unloading of any of Concessionaire's automobiles (including owned, hired and non-owned vehicles) at and around the Airport. Coverage shall be in an amount of not less than \$5,000,000 each accident.

20.4 Workers' Compensation and Employer's Liability. Concessionaire shall maintain workers' compensation insurance written in accordance with California statutory limits and employer's liability insurance, in amounts not less than the following:

- (a) Bodily injury by accident - \$5,000,000 - each accident
- (b) Bodily injury by disease - \$5,000,000 - policy limit
- (c) Bodily injury by disease - \$5,000,000 - each employee

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

20.5 Property Insurance. Concessionaire shall maintain in effect property insurance written on an all risk of direct physical loss basis covering Concessionaire's fixtures, tenant improvements and betterments, personal property, and equipment located at the Airport in an amount not less than 100% of the replacement value thereof. The proceeds of such insurance shall be used to repair or replace the insured property. The policy shall include the Authority as loss payee as respects to its interests.

20.6 Business Interruption Insurance. Concessionaire shall maintain in effect business interruption insurance, insuring against damage or economic loss caused by any interruption of Concessionaire's business at, or use of, the Airport due to an insured peril in an amount at least equal to \$2,000,000.

20.7 Cyber Liability Insurance. Concessionaire shall procure and maintain Cyber Liability coverage in an amount not less than \$5,000,000 that will cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

20.8 Concessionaire's Risk. Concessionaire shall be responsible for obtaining any insurance that is necessary to cover its own risks. In no event shall the Authority be liable for any:

- (a) business interruption or other consequential damages sustained by Concessionaire; (b) damage, theft or destruction of Concessionaire's inventory, Concessionaire Improvements, or property of any kind; or (c) damage, theft or destruction of an automobile, whether or not insured.

20.9 Additional Requirements.

(a) All liability policies shall be endorsed to include the Authority Indemnitees as additional insureds with respect to Concessionaire's, and Concessionaire Agents', acts or omissions, operations, use, and occupancy of the Airport, or other related functions performed by or on behalf of Concessionaire in, on or about the Airport.

(b) All such insurance shall be primary and noncontributing with any other insurance held by or on behalf of any Authority Party where liability arises out of or results from the acts or omissions of Concessionaire or Concessionaire Agents.

(c) Such policies may provide for reasonable deductibles and/or self-insured retentions. All self-insured retentions shall be declared to the Authority and approved in writing, on a case-by-case basis, based upon the nature of Concessionaire's operations and the type of insurance involved.

(d) Each such insurance policy shall include a waiver of subrogation endorsement in favor of the Authority Parties.

(e) The Authority shall have no liability for any deductibles, self-insured retentions, or premiums charged for such coverage(s). The inclusion of any of the Authority, the Authority Commission, and all its officers, employees, and agents, their successors, and assigns, as an additional insured is not intended to, and shall not, make them, or any of them, a partner or joint venture with Concessionaire in its operations at the Airport or connected with this Agreement.

(f) The insurance policy limits specified herein shall be reviewed for adequacy annually by the Authority which may, thereafter, require Concessionaire to adjust the insurance coverage to whatever reasonable requirement the Authority deems to be adequate. Concessionaire shall provide the Authority with proof of such compliance by giving the Authority an updated certificate of insurance within with 30 days of Authority's written notice.

(g) All insurance policies required herein shall have a rating of not less than A-X in A.M. Best's Insurance Guide or otherwise acceptable to the Authority.

(h) At least 10 business days prior to the expiration date of all policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with the Authority. If such coverage is canceled, Concessionaire shall, within 15 days of such cancellation, file with the Authority evidence that the required insurance coverage has been reinstated without lapse or provided through another insurance company or companies.

20.10 Proof of Insurance.

(a) Concessionaire shall provide proof of the requested insurance to the Authority in the following manner:

(1) Certificate(s) of Insurance evidencing all specified coverage shall be filed with the Authority prior to Concessionaire performing under this Agreement or occupying the Leased Premises. The Certificate(s) shall contain the applicable policy numbers, the inclusive dates of policy coverage, the insurance carrier's name, the insurance broker's name, address and telephone number, shall bear an original signature of an authorized representative of such carrier,

and shall provide that such insurance shall not be subject to cancellation, or non-renewal except after written notice by certified mail, return receipt requested, to the Authority at least 30 days prior to the effective date thereof. The Authority shall have the right to receive, upon request, all pertinent information about the broker and carrier providing such insurance.

(2) Additional Insured Endorsement(s) shall be filed with the Authority prior to Concessionaire constructing any Leasehold Improvements or occupying the Leased Premises.

(3) Waiver of Subrogation Endorsement(s) shall be filed with the Authority prior to Concessionaire constructing any Leasehold Improvements or occupying the Leased Premises.

(4) If requested by the Authority, Concessionaire shall provide copies of original insurance policies.

(5) If requested by the Authority, when coverage is provided by foreign insurance syndicates, a broker's letter that is acceptable to the Authority in form and content.

(6) If requested by the Authority, other written evidence of coverage that is acceptable to the Authority.

(b) Submission of insurance from a non-California admitted carrier is subject to the provisions of Insurance Code Sections 1760 through 1780, and any other regulations and/or directives from the State Department of Insurance or other regulatory board or agency. Concessionaire shall, except where exempted, provide the Authority proof of such insurance by and through a surplus line broker licensed by the State of California.

(c) The procuring of such required policies of insurance shall not be construed to limit Concessionaire's liability, nor to fulfill the indemnification requirements of this Agreement. Notwithstanding such policies of insurance, Concessionaire shall be obligated for the full and total amount of any damage, injury, or loss caused by Concessionaire, including Concessionaire Agent(s), and connected with this Agreement or with Concessionaire, including Concessionaire Agent(s), if any, use or occupancy of the Leased Premises.

20.11 Insurance Requirements for Concessionaire Agents. Concessionaire shall require all Concessionaire Agents (other than Concessionaire's employees) in connection with the use of Leased Premises to carry and maintain coverage with limits not less than those required of Concessionaire in this Agreement. Concessionaire shall incorporate this insurance requirement by reference within any contract executed by Concessionaire and shall cause each Concessionaire Agent to comply with the terms of this Agreement. Concessionaire shall obtain and verify the accuracy of certificates of insurance evidencing the required coverage prior to permitting Concessionaire Agents to perform Leasehold Improvements or services on Airport property. Concessionaire shall furnish certificates of insurance with additional insured endorsements and waivers of subrogation as applicable from all of Concessionaire Agents as evidence thereof as the Authority may reasonably request.

ARTICLE 21
INDEMNIFICATION; HOLD HARMLESS

21.1 Concessionaire Indemnification of Authority.

(a) To the fullest extent permitted by law, Concessionaire shall defend, indemnify, and hold harmless the Authority Indemnitees from and against any and all liabilities, liens, claims, judgments, demands, causes of action, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs) (collectively, the "Liabilities"), arising out of, related to, or in any way connected with this Agreement, the Leased Premises, or the Luggage Cart Concession, including any related: (i) actions or omissions of Concessionaire or the Authority;

(b) 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.

(c) These indemnity obligations shall apply for the entire time that any third party can make a claim against or sue the Authority Indemnitees and shall survive the expiration or termination of this Agreement. Concessionaire and the Authority shall promptly provide notice to each other of any Liabilities. Within seven days of receiving the Authority's notice, Concessionaire shall respond to the Authority in writing regarding Concessionaire's plan of action. Concessionaire shall not settle, compromise any claim or matter, or admit liability or fault on the part of the Authority without first obtaining Authority's written consent. Maintaining the insurance required under this Agreement shall not affect Concessionaire's indemnity obligations.

21.2 Subcontractor Indemnification of Authority. Concessionaire shall include in all subcontracts the language of this Article indemnifying the Authority Indemnitees from any and all Liabilities arising out of, related to, or in any way connected with this Agreement, the Leased Premises or the Luggage Cart Concession. These indemnity obligations shall apply for the entire time that any third party can make a claim against or sue the Authority Indemnitees and shall survive the expiration or termination of any such Subcontract. Any Subcontractor shall promptly provide notice to Concessionaire and the Authority of any Liabilities. Within seven days of receiving the Authority's notice, Subcontractor shall respond to the Authority in writing (with a copy to Concessionaire) regarding Subcontractor's plan of action. Subcontractors shall not settle, compromise any claim or matter, or admit liability or fault on the part of the Authority without first obtaining the Authority's written consent.

21.3 Disclaimer of Liability. The Authority disclaims, and Concessionaire releases the Authority, to the extent allowed by law, from any and all liability, whether in contract or tort (including strict liability, negligence, and nuisance), for any loss, damage, or injury of any nature whatsoever sustained by Concessionaire or any Concessionaire Agent including loss, damage or injury to any Leasehold Improvement or personal property of Concessionaire, unless such loss, damage or injury is caused solely by the Authority's negligence or intentional misconduct. Under no circumstances shall the Authority be liable for indirect, consequential, special, or exemplary

damages whether in contract or tort (including strict liability, negligence, and nuisance), including loss of revenue or anticipated profits. The Authority shall have no liability whatsoever and Concessionaire releases and agrees to hold harmless the Authority from any and all liability relating to any information provided by the Authority, including any historical or forecasted air traffic or passenger traffic flow information, or the accuracy thereof, or the actual air or passenger traffic. Concessionaire acknowledges and agrees that its use of any such information is at its sole risk.

ARTICLE 22 ENVIRONMENTAL PROTECTION

22.1 Definitions. As used in this Article, the following definitions shall apply:

(a) **“Environmental Laws”** shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§9601, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. §§6901, et seq.), the Clean Water Act (33 U.S.C. §1251, et seq.), the Safe Drinking Water Act (42 U.S.C. §§300f, et seq.), the Hazardous Materials Transportation Act (49 U.S.C.

§§5101, et seq.), the Toxic Substance Control Act (15 U.S.C. §§2601, et seq.), the California Hazardous Waste Control Law (California Health and Safety Code §§25100, et seq.), the Porter-Cologne Water Quality Control Act (California Water Code §§13000, et seq.), and the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code

§§25249.5, et seq.).

(b) **“Environmental Damages”** means all claims, fees and expenses of defense of any claim and of any settlement or judgment, including reasonable attorneys’, consultants’, contractors’, experts’ and laboratory fees, any of which are incurred at any time as a result of the presence of Hazardous Materials, Regulated Materials and Pollutants upon, about, or beneath the Leased Premises or migrating or threatening to migrate to or from the Leased Premises, or the existence of a violation of Environmental Laws pertaining to the Leased Premises 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 extent regulated under Environmental Laws.

(e) **“Response”** or **“Respond”** means action taken in compliance with Environmental Laws to correct, remove, remediate, clean-up, prevent, mitigate, treat, monitor, evaluate, investigate, assess or abate the Release of any Hazardous Material, Regulated Materials and Pollutants, or to prevent or abate any public nuisance.

22.2 Concessionaire Representations, Warranties, and Covenants.

(a) Concessionaire shall comply and shall ensure that Concessionaire Agent(s) comply with all applicable Environmental Laws pertaining to its and their use of, and operations at, the Airport.

(b) Concessionaire shall, and shall ensure that Concessionaire Agent(s), handle, use, store, dispose of, transport, or otherwise manage, any Hazardous Materials, Regulated Materials and Pollutants at the Airport in a lawful manner.

(c) Concessionaire shall obtain and regularly maintain all necessary licenses, permits, registrations and other authorizations and approvals required under Environmental Laws, and shall provide any notices required under Environmental Laws, for conducting its operations at the Airport.

(d) Concessionaire shall promptly provide the Authority’s Director of Noise and Environmental Affairs with a copy of any application filed and/or permit received for the use or storage of Hazardous Materials, Regulated Materials and Pollutants on the Airport, or report arising out of or in connection with any Hazardous Materials, Regulated Materials and Pollutants pursuant to any Environmental Laws or permits on or about the Leased Premises.

22.3 Environmental Sustainability Programs.

(a) The Authority is committed in its efforts to reduce the environmental footprint of the Airport, integrate sustainable practices into Airport operations, and respond to community concerns while providing economic benefits to the region. The Authority is dedicated to reducing the Airport’s greenhouse gas emissions year after year to minimize the Airport’s carbon footprint over time. Further, the Authority has pledged to reach carbon neutrality at the Airport by 2045, consistent with City of Burbank and State of California goals. Carbon reductions will be measured on a per-passenger basis for emissions under the Authority’s control (known as Scope 1 and 2 emission sources) including fleet and heavy-duty vehicles, emergency generators, firefighting training, refrigerant losses, and purchased electricity. The Authority will strive to achieve these reductions through initiatives such as the clean fleets program, sustainable design and construction program, and renewable energy projects. These advances toward sustainability

will support the Authority's objective to serve its guests while minimizing environmental impacts. The Authority specifically reserves the right to modify the Airport's environmental goals, sustainability initiatives, policies, and procedures as stipulated in the Airport Rules and Regulations. Concessionaire shall comply with applicable Environmental Laws.

(b) In the event that Concessionaire becomes authorized to operate a motor vehicle in the Airfield Operations Area, Concessionaire shall be required to comply with the Authority's Air Quality Improvement Plan ("AQIP") / Memorandum of Understanding ("MOU") with the South Coast Air Quality Management District and federal, state, and local regulations to reduce emissions from operations. The AQIP/MOU is available on the Authority's website or by request to the Authority.

(c) From time to time the Authority shall publish requirements applicable to Concessionaire and other Airport users as part of the Sustainability Program. Concessionaire shall comply with all such requirements.

22.4 Concessionaire Environmental Reporting and Response Requirements.

(a) In the event Concessionaire receives any written notice, citation, order, warning, complaint, claim, or demand from a government entity regarding Concessionaire's use of, or operations at the Leased Premises 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's Director of Noise and Environmental Affairs, including a copy of such notice received by Concessionaire.

(b) In the event Concessionaire or Concessionaire Agent(s) cause, in whole or in part, unlawfully allow or contribute to a Release of any Hazardous Material, Regulated Material or Pollutants at the Airport that may be in violation of any applicable Environmental Laws or that is above any applicable reportable quantity, emission standard or effluent guideline set forth in any applicable Environmental Laws, Concessionaire shall report such Release to the appropriate governmental authorities in compliance with applicable Environmental Laws.

(c) Concessionaire shall promptly respond to the Release of a Hazardous Materials, Regulated Materials or Pollutants, as required by applicable Environmental Laws and promptly take all further removals, remediation, or corrective actions required under Environmental Laws to abate any threat to human health or the environment or any other resulting impacts.

(d) Any remedial or other activity undertaken by Concessionaire under this Article shall not be construed to impair Concessionaire's rights, if any, to seek contribution or indemnity from any person, consistent with this Agreement.

22.5 Environmental Indemnification and Reimbursement.

(a) Notwithstanding any other provision to the contrary, Concessionaire shall indemnify, defend, and hold harmless Authority Indemnitees from and against any and all Environmental Damages resulting from the failure of Concessionaire to meet its obligations under

this Agreement, whether caused, in whole or in part, or unlawfully allowed by Concessionaire, a Concessionaire Agent, or any other third party under Concessionaire's direction or control.

(b) The Authority shall provide Concessionaire with prompt notice of any Environmental Damages to allow Concessionaire the opportunity to properly and effectively respond to or otherwise defend such Environmental Damages. Concessionaire shall, at its sole expense, defend all Environmental Damages whether frivolous or not.

(c) In the event the Authority undertakes any action, including investigations, removals, remediation, or corrective actions with respect to any Environmental Damages in response to the failure of Concessionaire to defend such Environmental Damages, Concessionaire shall reimburse the Authority, upon written demand by the Authority, for all reasonable and documented costs that the Authority incurs in association with such action, including consultants' fees, contractors' fees, reasonable attorneys' fees and expenses of investigation, removal, Response, remediation, or corrective action.

(d) Except to the extent arising out of the sole active negligence or willful misconduct of the Authority Indemnitees, Concessionaire waives the right of contribution and subrogation against the Authority Indemnitees in connection with Environmental Damages set forth herein. Any claims for environmental matters shall be subject to this Article.

22.6 Limitations. Notwithstanding anything contained in this Agreement to the contrary, Concessionaire's obligations under this Article, including Concessionaire's indemnity, is limited to those Hazardous Materials, Regulated Materials and Pollutants first brought, created, disposed, fashioned, or caused to be exposed or released onto the Airport by or on behalf of Concessionaire or Concessionaire Agent(s), and Concessionaire shall not be responsible for nor required to indemnify the Authority Indemnitees for any other Hazardous Materials, Regulated Materials or Pollutants discovered at the Airport.

ARTICLE 23 ASSIGNMENT AND SUBLETTING

23.1 No Assignment or Subletting Without Consent.

(a) Concessionaire shall not in any manner, by operation of law or otherwise, assign, hypothecate, encumber, or transfer this Agreement or any of the rights, duties, or obligations under this Agreement, in whole or in part, voluntarily or involuntarily, or by operation of law (each, a "Transfer"), without the prior written consent of the Authority. Any attempted or purported assignment of any right or obligation pursuant to this Agreement, without such consent, shall be voidable at the discretion of the Authority and grounds for termination of this Agreement. The acceptance by the Authority of any Rent or other payment as provided in this Agreement or the continuation of the use of the Leased Premises, as provided herein, by Concessionaire or purported transferee or successor-in-interest, shall not be deemed a waiver of such right to terminate.

(b) Any request by Concessionaire for approval of a sublease, assignment, mortgage, pledge or other encumbrance to any third party that is not an affiliate of Concessionaire shall be subject to an administrative fee (at an amount determined by the Authority but not more

than \$1,000 for each request) for costs incurred by such request, which shall be submitted at the time of the request. The payment of this administrative fee is not guarantee of approval.

23.2 Limited Effect of Consent. Consent by the Authority to any Transfer shall not in any way be construed to relieve Concessionaire from obtaining further authorization from the Authority for any subsequent Transfer.

ARTICLE 24 TAXES, ASSESSMENTS, AND CHARGES

24.1 Taxes, Assessments and Other Charges.

(a) Concessionaire shall pay before delinquency, and without notice or demand, all applicable sales, use, intangible and possessory interest tax, and any other taxes, assessments, and charges levied or imposed against the Leased Premises, the Leasehold Improvements, and other personal property used in the performance of Concessionaire's activities at the Airport, or that result from Concessionaire's construction, occupancy or use of any Airport facilities, or that are assessed on any payments made by Concessionaire under this Agreement, whether levied against Concessionaire or the Authority. Concessionaire shall, at its sole expense, clear any lien created by virtue of such tax, assessment or charge. Any such payment shall not reduce the amount of the Rent otherwise required to be paid by Concessionaire to the Authority.

(b) Concessionaire shall promptly pay any penalty or other charge which may be due and payable to Authority or any other party or government entity in connection with this Agreement and all rights and privileges.

(c) Concessionaire shall promptly pay any tax or other charge which is measured by the amount of Gross Revenues earned by Concessionaire, including, any Gross Revenues income tax or excise tax levied by the Authority, the City of Burbank, the County of Los Angeles, the State of California, the federal government, or any other government entity.

(d) Concessionaire acknowledges that this Agreement may create a possessory interest in the Leased Premises and that such interest may give rise to a possessory interest tax. If a possessory interest tax is levied or imposed, then Concessionaire shall pay such tax when due without any credit or offset to the moneys that are due and payable to the Authority.

(e) To the extent that the Authority forwards to Concessionaire a bill or assessment notice relating to a tax, assessment, or charge coming due for which Concessionaire is responsible, Concessionaire shall pay the tax, assessment, or charge promptly before the due date (and concurrently notify the Authority of such payment).

24.2 Contest of Tax or Charge.

(a) In the event that Concessionaire desires, in good faith, to contest or review by appropriate legal proceedings any tax, assessment, or charge imposed by another government entity, Concessionaire, at least 10 days prior to delinquency, shall give the Authority notice of its intention to contest such tax or charge.

(b) Concessionaire may withhold payment of the tax, assessment or charge being contested if nonpayment is permitted during the pendency of such proceedings without the imposition or foreclosure of any related lien or the imposition of any fine or penalty. The contest shall be prosecuted to completion (whether or not this Agreement has expired or terminated) without delay at Concessionaire's sole expense.

(c) Within such 10-day period or the applicable period of time allowed by law after the final determination of the amount due, Concessionaire shall pay such amount, together with all costs, expenses and interest (whether or not this Agreement has then expired or terminated).

24.3 Payment by Authority. If Concessionaire fails to pay any tax, assessment, or charge, the Authority may, after five days notice to Concessionaire, pay, discharge, or adjust such tax, assessment, or charge for Concessionaire's benefit. In such event, Concessionaire, on receipt of written demand of the Authority, shall reimburse the Authority promptly for the full amount with interest at the rate of 1.5% per month (subject to the maximum rate permitted by law). Any receipt showing payment by the Authority shall be prima facie evidence that the amount of such payment was necessary and reasonable and made by the Authority on Concessionaire's behalf.

ARTICLE 25 DISCLAIMER OF LIENS

25.1 Creation of Lien Prohibited.

(a) As used in this Article, "Lien" shall mean and refer to any mortgage, lien, security interest, encumbrance, charge on, pledge of, conditional sale or other encumbrance on the Airport Terminal, the Leased Premises, or any Alteration, fixture, improvement or appurtenance.

(b) Concessionaire shall not directly or indirectly create or permit or suffer to be created and/or to remain, any mechanics' or materialman's Lien upon the Leased Premises or any Airport property, including any Initial Improvements, Alterations, New Leasehold Improvements, fixtures, improvements or appurtenances thereto, except those Liens expressly permitted in writing by the Authority, by reason of construction, labor, services, or materials performed or furnished at request of Concessionaire or any contractor or supplier employed by Concessionaire. The Authority shall have the right to post and keep on the Leased Premises any notices that may be required by law or which Authority may deem proper for the protection of Authority and the Airport property from such Liens.

(c) In the event any Lien(s) have been created by or permitted by Concessionaire in violation of this provision, Concessionaire shall within 10 days of the filing thereof, cause such Lien(s) to be discharged as of record, by bond or as otherwise allowed by law.

25.2 Authority Right to Clear. In the event of Concessionaire's failure to clear the record of any such Lien within such time period, the Authority may (but is not required to) remove such Lien by paying the full amount or by bonding or in any other manner the Authority deems appropriate, without investigating the validity of such Lien, and irrespective of the fact that Concessionaire may contest the propriety or the amount, and Concessionaire, upon demand, shall pay the Authority the amount so paid out by the Authority in connection with the discharge of such

Lien, together with interest thereon at the rate of 1.5% per month or the maximum legal rate, whichever is greater, and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, which amounts are due and payable to the Authority as Additional Rent on the first day of the next following month.

25.3 No Consent by Authority. Nothing contained in this Agreement shall be construed as a consent on the part of the Authority to subject the Authority's estate in any portion of the Airport to any lien or liability under the laws of the State of California.

25.4 Survival. Concessionaire's obligations under this Section shall survive expiration or termination of this Agreement.

ARTICLE 26 SUBORDINATION AND ATTORNMENT

26.1 Subordination. This Agreement is subject and subordinate to all mortgages, deeds of trust, bond indentures, liens and other encumbrances, security interests now or hereafter affecting the Airport premises, and to all renewals, modifications, replacements, consolidations and extensions thereof. Concessionaire shall execute and deliver to the Authority or any other party requiring such subordination, within 10 days following its receipt, any and all documents which may be required to effectuate such subordination. This Agreement shall be amended, altered or modified in accordance with the reasonable requirements of a mortgagee, beneficiary, bond trustee, secured party or other lien holder, so long as such amendment, alteration or modification does not cause Concessionaire material financial loss, and that Concessionaire written consent to any such amendment, alteration or modification shall not be unreasonably withheld or delayed. Concessionaire shall give prompt written notice to each mortgagee, beneficiary, bond trustee, secured party or lien holder, of which Concessionaire has written notice, of any default of the Authority, and Concessionaire shall allow such mortgagee, beneficiary, bond trustee, secured party or lien holder a reasonable length of time (in any event, not less than 30 days from the date of such notice) in which to cure such default.

26.2 Attornment. In the event that any mortgage, deed of trust, bond indenture, security interest, lien or other encumbrance is foreclosed, Concessionaire, with and at the election of the purchaser or, if there is no purchaser, with and at the election of the holder of the fee title to the Leased Premises, shall enter into a new contract covering the Leased Premises for the remainder of the Concession Period, on the same provisions herein provided. Alternatively, upon such foreclosure, Concessionaire shall, upon written request, attorn to the purchaser and recognize the purchaser as the Authority under this Agreement.

26.3 Subordination to U.S. Government Agreements. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Authority and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

ARTICLE 27
CONCESSIONAIRE REPRESENTATIONS AND WARRANTIES; ADDITIONAL
COVENANTS

27.1 Representations and Warranties. Concessionaire represents and warrants as follows, each of which is true and correct, as of the date of execution of this Agreement and shall be true through the term of this Agreement:

(a) Concessionaire has the power and authorization to enter into this Agreement, the Board of Directors of Concessionaire has by appropriate action approved this Agreement, this Agreement has been executed and delivered pursuant to the authorization conferred by such action, and is binding upon Concessionaire in accordance with its terms, and that the individual(s) executing this Agreement on behalf of Concessionaire is duly authorized to do so.

(b) Concessionaire is duly authorized to do business in the State of California and possesses all governmental approvals necessary to perform this Agreement.

(c) Concessionaire is in compliance with all laws related to Concessionaire's business and activities conducted at the Airport.

(d) Except as disclosed in writing to the Authority before execution of this Agreement, there are no actions, suits, or proceedings pending with service of process accomplished or, to Concessionaire's best knowledge, threatened in writing against or affecting Concessionaire, by or before any court, arbitrator, or government entity that (i) would adversely affect Concessionaire's ability to perform its obligations under this Agreement, or (ii) relate to the execution, delivery or performance by Concessionaire of this Agreement.

(e) Concessionaire's execution, delivery, and performance of this Agreement do not conflict with or and would not result in a violation of, or breach of, or constitute a default under, any agreement or instrument to which Concessionaire is a party or by which it is bound.

27.2 Additional Covenants. Throughout the term of this Agreement:

(a) Concessionaire shall comply with the Federal Requirements and applicable laws as to Concessionaire's operations and transactions related to the subject matter of this Agreement.

(b) Concessionaire shall comply with orders, directives, or conditions issued, given or imposed by the Authority with respect to Concessionaire's activities at the Airport.

(c) If the TSA, the FAA, or any other federal government entity imposes a fine or penalty on the Authority for Concessionaire's or a Concessionaire Agent's non-compliance with federal laws or rules and regulations, then Concessionaire shall reimburse and indemnify the Authority for the entire amount of the fine or penalty.

Attn: John T. Hatanaka, Executive Director
Email: jhatanaka@bur.org

To Concessionaire:

Headquarter Office:

Attn: _____

Email: _____

Servicing Office:

Attn: _____

Email: _____

28.2 Airport Rules and Regulations. Concessionaire shall comply with the Airport Rules and Regulations. Violations of the Airport Rules and Regulations by Concessionaire or Concessionaire Agents shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

28.3 Security.

(a) Concessionaire shall be solely responsible for instituting and carrying out specific security measures for its properties at the Airport. The Authority shall be responsible only for general security throughout the Airport and shall not be liable for any vandalism that may occur in the areas of Concessionaire operation.

(b) The Authority may install, operate, and maintain a security monitoring system at the Airport that affects the areas where Concessionaire operates. The Authority may install, operate and maintain a computer-controlled access system at certain door access points.

(c) Concessionaire shall utilize the access control equipment provided by the Authority, after Concessionaire pays reasonable fees or charges for use of such access control equipment, or as otherwise agreed upon by the Authority in writing.

28.4 Generally Accepted Accounting Principles. Whenever any report or disclosure referred to in this Agreement consists, either in whole or in part, of financial information, such report or disclosure shall be prepared in accordance with generally accepted accounting principles.

28.5 No Waiver of Responsibility.

(a) The Authority's receipt, review, inspection or approval of Concessionaire's plans, work or materials, or reports shall not constitute a waiver or release by the Authority of any obligation or responsibility of Concessionaire, or an assumption of any risk or liability by the Authority. Concessionaire shall make no claim against the Authority on account of such receipt, review, inspection or approval.

(b) No payment by Concessionaire or receipt by the Authority of a lesser amount than the Rent, fees or charges due to be made by Concessionaire shall be deemed to be other than on account of the Rent, fees and/or charges due, and no endorsement or statement on any check or in any letter accompanying any check or payment as Rent, fees or charges shall be deemed an accord and satisfaction, and Authority may accept such check or payment without prejudice to Authority's right to recover the balance of such Rent, fees and/or charges or to pursue any other remedy provided in this Agreement.

28.6 Force Majeure. If either party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor disputes, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, terrorism, war, fire or other casualty, or other reason of a similar nature beyond the reasonable control of the party delayed in performing work or doing acts required under this Agreement, performance of such act shall be excused for the period of the actual delay attributable to such causes, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. This section shall not be applicable to Concessionaire's obligations to procure insurance or to pay Rent, fees and charges, or any other sums, moneys, costs, charges, or expenses required to be paid by Concessionaire. If any provision of this Agreement negates or limits the period of any extension for force majeure delay, such provision shall override this section. The party claiming excuse from performance for force majeure shall, within two days after the initial occurrence of the force majeure event, give the other party notice of such claim.

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

28.8 Authority Executive Director. In cases where the Authority's approval or consent is required pursuant to this Agreement, the Executive Director is authorized to give all approvals and consents on behalf of the Authority. The Executive Director, without additional Authority Commission action, is also authorized to execute amendments to this Agreement that do not have a negative financial impact on the Authority.

28.9 Relationship of Parties.

(a) This Agreement is not intended to create, and shall not be construed as creating, the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Authority and Concessionaire shall be construed to create a landlord and tenant relationship (as this Agreement confers solely revocable license to Leased Premises).

(b) Concessionaire is and shall remain an independent contractor with respect to all installations, construction, and services performed under this Agreement. Concessionaire has full and exclusive liability for the payment of any and all contributions or taxes for social security; unemployment insurance, or old age retirement benefits pensions or annuities now or hereafter imposed under any law that are measured by the wages, salaries, or other remuneration paid to persons employed by Concessionaire on work performed under this Agreement.

(c) This Agreement is intended for the sole protection and benefit of the parties and their successors, and assigns. No other person shall have any right of action based this Agreement.

28.10 Joint and Several Liability. If Concessionaire is a limited liability company, partnership, or joint venture or is an entity comprised of more than one party or entity, the obligation imposed on Concessionaire under this Agreement shall be joint and several, and each member, general partner, joint venture partner, party, or entity of Concessionaire shall be jointly and severally liable for all obligations.

28.11 Effect of Debarment of Concessionaire. The Authority may immediately terminate this Agreement in the event Concessionaire is debarred from contracting or providing services by the Authority, the federal government, or by any other California governmental entity.

28.12 Labor Disputes. Concessionaire shall use commercially reasonable efforts to avoid disruption to the Authority, its tenants or members of the public arising from labor disputes involving Concessionaire.

28.13 Litigation. This Agreement shall be construed, interpreted and applied in accordance with, governed by, and enforced under the laws of the State of California. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

28.14 Rules of Construction.

(a) General. Unless otherwise indicated or apparent from the context, the following rules of construction shall apply. The singular includes the plural and vice versa. The term "shall" is mandatory and the term "may" is permissive. The term "day" means calendar day. The term "business day" means a non-holiday weekday. The phrase "for [number] days" means for [number] consecutive days. The phrase "at any time" means at any time and from time to time; and the terms "include," "includes," and "including" are illustrative and nonexhaustive. Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

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

(c) Law References. References to a statutory code or legislative bill refer to California law unless otherwise indicated or apparent from the context. References to a statute, regulation, or ordinance shall be deemed to refer to the then-current version of the statute, regulation, or ordinance.

(d) **Fair Meaning.** The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either party.

(e) **Two Constructions.** If any provision in this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

28.15 Exhibits.

(a) Exhibits A through F 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 F, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit E, the provisions of Exhibit E shall prevail.

(b) Whenever information in an exhibit becomes outdated because of changes pursuant to this Agreement, a change in law or Airport policy changes otherwise approved by the Authority Commission, the parties may make a substitution to update the exhibit. Such substitution shall not require Authority Commission approval.

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

28.17 Integration. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding Concessionaire's concession in the Airport Terminal. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to such subject matter. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

ARTICLE 29 SIGNATURES

29.1 Electronic Signature and Delivery. A manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

29.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

29.3 Parent Company. If financial statements for a parent company were submitted with the Proposal, the parent company shall also execute the Agreement such that it is bound jointly with Concessionaire to the obligations of the Agreement.

[Signatures to Follow]

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

[use this signature block if consultant is a corporation]

By: _____ By: _____

Print Name: _____ Print Name: _____

Chairperson President Vice President Secretary Asst. Secretary
 Chief Finance Officer Asst. Treasurer

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

[use this signature block if consultant is a limited liability company]

By: _____ By: _____

Print Name: _____ Print Name: _____

Title: Manager 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 Talamantes, President

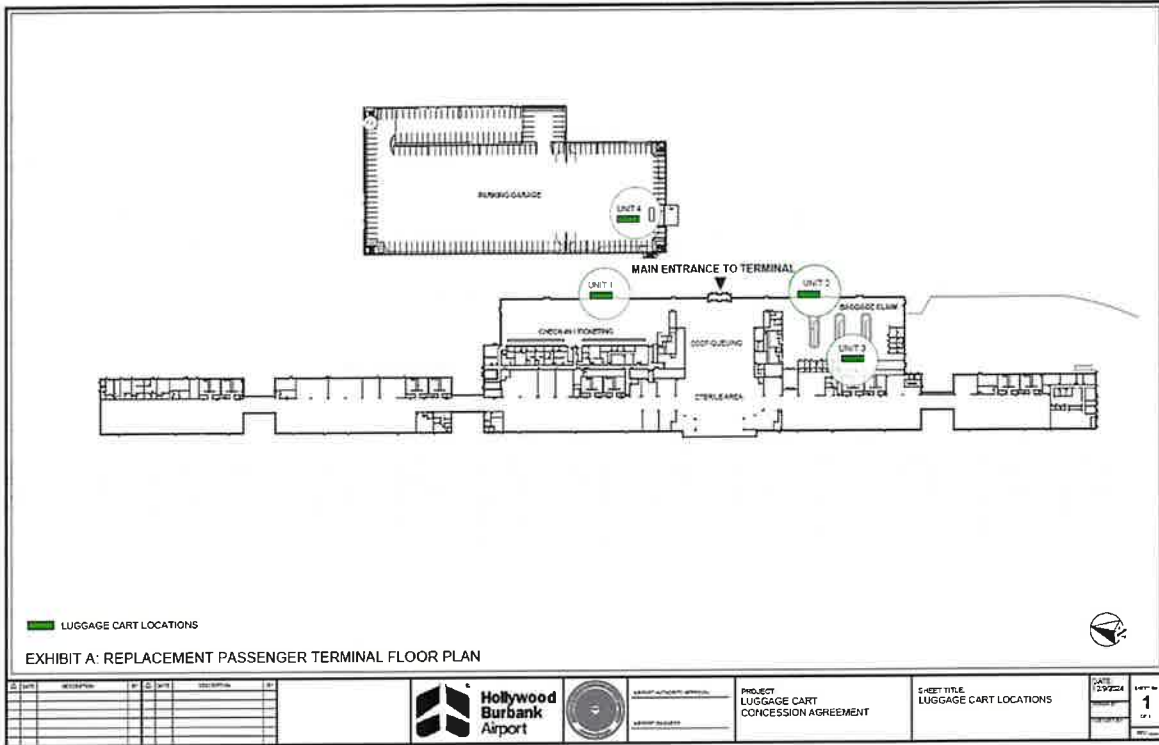
Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

Signature Page

Exhibit A: Leased Premises

LUGGAGE CART MANAGEMENT UNIT LOCATIONS



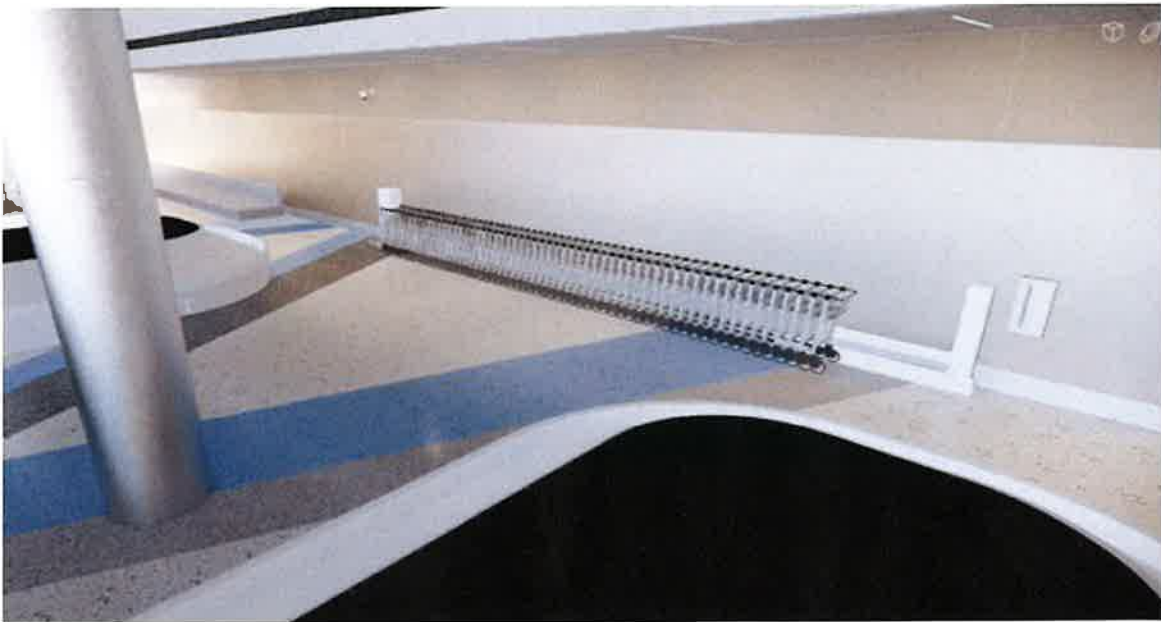
Unit 1 – Curbside Ticketing



Unit 2 – Curbside Baggage Claim



Unit 3 –Baggage Claim



Unit 4 – Parking Garage

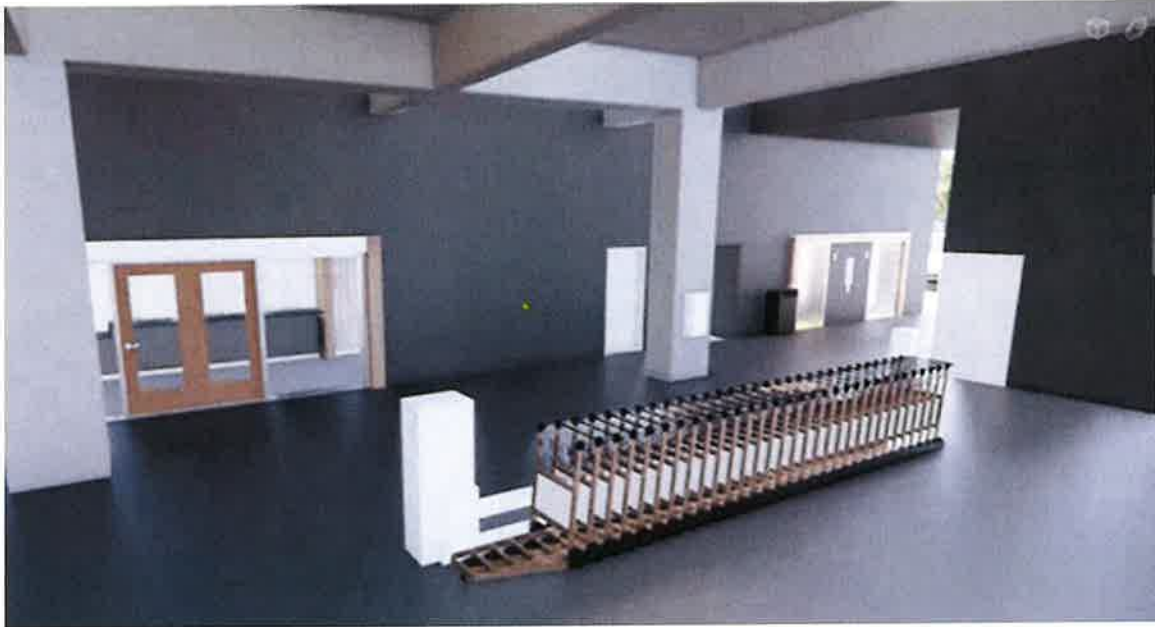


Exhibit B: RFP

(To be attached.)

Exhibit C: Concessionaire's Proposal in Response To RFP

(To be attached.)

Exhibit D: Tenant Improvement Form

(To be attached.)



**REQUEST FOR APPROVAL
PROPOSED TENANT IMPROVEMENT**

**MUST BE SUBMITTED AT LEAST TEN BUSINESS DAYS PRIOR TO PROJECT
START DATE. LARGER PROJECTS REQUIRE ADDITIONAL LEAD TIME.**

1. INFORMATION

Tenant _____ Building # _____
Name of Contact _____ Phone # _____
Address _____ Email: _____
Describe Proposed Improvements * _____

Estimated cost of improvements _____
Estimated start date _____ Completion date _____

Attach sketches or drawings as required to clearly indicate the type, size, height and location of proposed improvements

2. PRE-CONSTRUCTION

Contractor _____ License # _____
Address _____
Contract Price _____ Phone # _____
Construction Commencement Date _____ End Date _____

Applicant must submit required Certificate of Insurance, Material and Labor Bond two weeks prior to the start of construction

Tenant Representative (Signed) _____ Date _____

3. INITIAL APPROVALS

Operations (Approver) _____ Date _____ Pre-Con Needed (Y/N)
Comments _____
Business & Properties (Approver) _____ Date _____ Pre-Con Needed (Y/N)
Comments _____
Engineering Department (Approver) _____ Date _____ Pre-Con Needed (Y/N)
Comments _____
Environmental & Noise (Approver) _____ Date _____ Pre-Con Needed (Y/N)
Comments _____
Fire Department (Approver) _____ Date _____ Pre-Con Needed (Y/N)
Comments _____
ICT Department (Approver) _____ Date _____ Pre-Con Needed (Y/N)
Comments _____
Maintenance Department (Approver) _____ Date _____ Pre-Con Needed (Y/N)
Comments _____
Safety Department (Approver) _____ Date _____ Pre-Con Needed (Y/N)
Comments _____
Police & Security (Approver) _____ Date _____ Pre-Con Needed (Y/N)
Comments _____

4. FINAL APPROVAL

Airport Administration (Reviewed by) _____ Date _____

INSTRUCTIONS FOR COMPLETING THIS FORM

The following procedures are to be followed by all Airport Tenants desiring to make improvements to their leasehold. Close adherence to the procedures and regulations outlined below will greatly aid in expediting the processing and approval of each Proposed Improvement.

1. Tenant shall complete Section 1 and 2 of this form and submit to: Burbank-Glendale-Pasadena Airport Authority, Business, Property and Administrative Services Department, 2627 Hollywood Way, Burbank, CA 91505.
2. Upon receipt of this Request Form, the Business, Property and Administrative Services Department will review the Proposed Improvement and, if the proposal is considered to be basically acceptable, it will then be forwarded to Airport Engineering for further review and evaluation. However, if the proposal is not considered to be basically acceptable, the Request Form will be returned to the Tenant accompanied by a written statement from the Authority as to why the request is being denied at this stage or if additional information is required.
3. In addition to the submission of the Tenant Improvement Form, Tenant shall also provide final plans and specifications for the Proposed Improvement. The plans and specifications shall conform to the following requirements: five (5) sets of plans and specifications shall be submitted by the Tenant with this form to Business, Property and Administrative Services Department for review by all applicable Airport Departments with final review and approval by Airport Administration.
4. The Business, Property and Administrative Services Department and Engineering Department will determine any impact of the Proposed Improvement on the Airport Master Plan, Airport Facilities, Navigable Airspace Requirements of Federal Aviation Regulations Part 77, and/or if it conforms to the Airport Rules and Regulations.
5. Prior to the start of construction and after all insurance and bond requirements have been satisfied, an Indemnification & Defense Agreement has been submitted to the Authority, and Building permits and any other necessary permits are on file with the Authority, a pre-construction meeting must be held in the Authority Administrative offices. When all of these requirements have been satisfied, approval to begin construction will be granted on the Tenant Improvement Form and a copy returned to the Tenant. The form will indicate whether approval has been granted, and if not granted, the reason for denial.
6. All Tenants shall, within thirty (30) days after completion, submit to Business, Property and Administrative Services Department one set of "as built" plans. Also, an itemized summary of construction costs shall be forwarded to Business, Property and Administrative Services Department. The itemized summary shall be signed by the contractor and notarized.

NOTES: a.) For smaller projects costing less than \$5,000, the Authority may, at its discretion, waive any or all of the above requirements.
b.) Airport approval does not constitute a substitution of approval from any other governmental agency having jurisdiction.

PLANS AND SPECIFICATIONS

Plans shall be drawn to scale and dimensioned on standard size drawing sheets for future reference and file retention, and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that it conforms to the provisions of the governing codes, ordinances, rules and regulations. The minimum number of drawings normally acceptable with each set of plans submitted for final review and approval will generally consist of a plot plan, foundation plan, floor plan, elevations, framing section and details. Electrical, plumbing, heating and air conditioning plans and details shall be submitted when applicable. Foundation recommendations, including calculations and a soils investigation report shall be submitted when appropriate or requested by Airport Engineering. All design documents, including required calculations, shall be prepared, stamped, and signed by a licensed professional engineer or architect registered in the State of California. Engineers shall be licensed for the specific discipline required. Drawings/specifications and/or calculations prepared by contractors and/or fabricators will not be acceptable.

OTHER REQUIREMENTS INSURANCE REQUIREMENT

Contractor shall take out and maintain during the period of the Contract the following insurance and amounts unless a larger amount is specified on the Approval Request Form:

Comprehensive General Liability:	\$1,000,000 single limit for combined Bodily Injury and Property Damage for each occurrence. \$1,000,000 for Personal Injury for each occurrence.
Comprehensive Automobile Liability:	\$1,000,000 single limit for combined Bodily Injury and Property Damage for each occurrence.
Workers' Compensation:	California statutory requirements

Liability policies shall name the Burbank-Glendale-Pasadena Airport Authority as an Additional Insured. Certificates of Insurance on all policies shall be filed with Business, Property and Administrative Services Department. Each of said insurance policies shall contain a provision requiring the insurer to notify the Burbank-Glendale-Pasadena Airport Authority ten (10) days prior to the cancellation or material change in the Policy.

BOND REQUIREMENT

The Tenant shall require the contractor to obtain a material and labor bond equal to the contract price of the work. A copy of said bond shall be forwarded to Airport Engineering.

INDEMNIFICATION & DEFENSE AGREEMENT

The Tenant and its Contractor agree to and do hereby indemnify, defend and hold harmless the Burbank-Glendale-Pasadena Airport Authority, and its officers, agents, employees and contractors from all claims, demands, liabilities, losses, damages, costs and expenses, of any nature whatsoever, caused by or arising from, directly or indirectly, any act or omission (including, without limitation, negligent acts, negligent omissions, willful misconduct and any violation of the terms of that certain Lease between Tenant and Authority in, on or near the Bob Hope Airport by Contractor, or its subcontractors, agents or employees (including without limitation work done by Contractor for Tenant on Tenant's leased premises).

PREVAILING WAGES

As part of Tenant's obligations under the terms of the Lease to comply with applicable law, Tenant acknowledges and agrees that if Tenant is provided improvement funds from the Burbank-Glendale-Pasadena Airport Authority, or a rent credit based on timely construction of improvements, then Tenant

shall (and shall cause its contractors to) pay prevailing wages for such improvements and shall otherwise comply with California Labor Code Sections 1720 et seq. (including all recordkeeping and reporting requirements).

Exhibit E: Federal Requirements

For purposes of this Exhibit, references to “Contractor” shall be deemed to refer to Concessionaire.

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, Tenant 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 Tenant transfers its obligation to another, the transferee is obligated in the same manner as Tenant.

2. Civil Rights – Title VI Assurance

A. During the performance of this contract, Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Tenant”) 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 Tenants, whether such programs or activities are Federally funded or not);

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

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

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

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

A. During the performance of this contract, Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Tenant”), agrees as follows:

12. Compliance with Regulations: Tenant 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.

13. Nondiscrimination: Tenant, 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. Tenant 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.

14. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Tenant 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 Tenant of Tenant’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

15. Information and Reports: Tenant 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 Tenant is in the exclusive possession of another who fails or refuses to furnish the information, Tenant 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.

16. Sanctions for Noncompliance: In the event of a Tenant'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 Tenant under the contract until Tenant complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

17. Incorporation of Provisions: Tenant 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. Tenant 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 Tenant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Tenant may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, Tenant may request the United States to enter into the litigation to protect the interests of the United States.

3. Transfer of Real Property Acquired or Improved Under the Airport Improvement Program

A. Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

18. In the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of such facilities.

B. In the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the Lease and to enter, re-enter, and repossess such lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

4. Construction/Use/Access to Real Property Acquired Under the Airport Improvement Program

A. Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

19. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of such facilities.

B. In the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the Lease and to enter, re-enter, and repossess such lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

Exhibit C: Concessionaire's Proposal in Response To RFP

(To be attached.)

*smarte*carte®



**Luggage Cart Concession
Hollywood Burbank Airport
Project NO. ADM26-02**

Presented By:
Eric Zitelman
Director of Business
Development

Smarte Carte, Inc.
4455 White Bear Parkway
St. Paul, MN 55110

Due Date: 12/4/2025

Table of Contents:

Cover Page

Addenda Acknowledgment

Section 1 – Cover Letter and Executive Summary

Section 2 – Qualifications and Experience

Section 3 – References

Section 4 – Organization and Key Personnel Assigned to Oversee Luggage Cart Service Contract

Section 5 – Proposed Design and Installation

Section 6 – Design, Installation, and Implementation

Section 7 – Proposed Financial Offer

Section 8 – Concession Agreement Acknowledgment Statement

Section 9 – Insurance

REQUISITI FOR PROPOSALS ("RFP"),

**LUGGAGE CART CONCESSION
HOLLYWOOD BURBANK AIRPORT
RFP NO. AD-r26-02**

By submitting a proposal, Respondent acknowledges receipt of all content of the RFP package as delivered electronically and hereby attests to non-collusion regarding the competitive opportunity and any price submitted. Respondent acknowledges and accepts the terms of this solicitation, including any addenda, which will become part of any resultant agreement, and agrees that the terms as listed will supersede any conflicting contractual terms and/or conditions specified elsewhere. Respondent certifies that the information provided in its submission is complete, including the full disclosure of all 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: <u>1/15/25</u>	Respondent Name: <u>S.rioe. Co. Co.-t</u>	<u>C</u>
<u>Uptt Wa. u--</u> *Authorized Signature	<u>Jeon</u> Name	(FD) Title
<u>Steve W</u> *Authorized Signature	<u>Steve W</u> Name	VP Ceo Title

If the contractor is a corporation, two (2) signatures are required: one (1) signature by either the Chairman, President, 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. This signature of the person is official 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 signatory is acceptable when accompanied by a corporate seal or other demonstration of the signatory's authority to bind the corporation.

RETURN THIS COVER PAGE WITH YOUR PROPOSAL- LAJIE, EMAIL, MAILED, HAND DELIVERED OR FAXED SUBMISSIONS WILL NOT BE ACCEPTED.

RFPADM126-02 LUGGAGE CART CONCESSION
Final

1163562.1



Burbank-Glendale-Pasadena Airport Authority

Addendum No. 1

RFIP N.O., ADM26.02
LUGGAGE CART CONCESSION

DATE: 11, DECEMBER 1, 2025

NOTICE TO ALIL POTENTIAL RESPONDENTS

Included below are addendum items, which shall be incorporated into the plans, specifications, and requirements of the above-referenced Request for Proposals ("RFP"). The information and changes reflected in this addendum shall be considered as part of the original documents. It shall be originaly provided therein; and as such shall be used as a part of the contract documents. Respondents must acknowledge receipt of this addendum with their proposal. Omission of that acknowledgement may be used as grounds to find the proposal unresponsive.

Responses to Written Questions

Q1. Exhibit A - Section 1(a)/Section 2 Pages 1-4:

Will electrical power stub ups be provided at the Luggage Management Unit locations as detailed in Exhibit C?

A1. Yes.

Q2. Exhibit B Page 1:

Will Authority consider alternate/additional placement of Luggage Cart Management Units?

A2. Not at this time

Q3. Exhibit D- Section 16.4(a) Page 34:

If Authority elects to terminate the Agreement with respect to the entire Leased Premises, will Authority reimburse Respondent for the unamortized capital investment?

A3. Yes.

Q4. Exhibit D- Section 22.4 Page 47:

What is the expected format and system for environmental reporting?

A4. All notice and reports due to the Authority shall be provided on Company letterhead and delivered via Certified Mail and E-Mail to the Authority's Director of Noise and Environmental Affairs with a cc to Business & Properties.

BE. QUESTS FOR CLARIFICATION

Exhibit D - Section 11.8 Page 20:

Respondent requests Authority define Prevailing Standards and the method for evaluating or ensuring compliance.

A: "Prevailing Technical Standards" means an established consensus-based requirements and guidelines used across the industry to ensure safety, quality, and reliability. In order to evaluate or ensure compliance, Respondent shall provide documentation identifying current industry standards and how their current units satisfy these standards and/or proposed methods to satisfy the standards.

General:

RFP does not mention process for Respondent to submit exceptions to the RFP, Exhibits, or Sample Agreement. Respondent asks Authority to communicate process for ensuring exceptions by Respondent can be captured by Authority.

A: All exceptions must be included with your proposal for consideration. For exceptions regarding the sample Luggage Cart Concession and Lease Agreement, please refer to section B of the Proposal Contents (page 7 of the RFP).


END OF ADDENDUM KO. 1

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

Signature _____ Date: 12/3/25
Authorized Representative

Name/Title: Mr. Z+el MW Sr. Director Business Development

Firm Name: Smarte Carte, Inc.



**Section 1 –
Cover Letter And
Executive Summary**



December 41fl, 2025

BurtiMI.k-Gfond.ale--Pru;.ad\ena Allport Anlhc11ity
Attention: F:rancioco Flores;, Seni.rn- Prncnrement Specii.alist
Ref .ADM26-02 Luggage Cart Conces:s:ion
2627 N. HoUy\wood Wmr
BurtiMI.k, CA 91505
Phone: 8]8-565--1359
E--m:tiit flores:@bu.f.Ofi:l

Re: ADM26---02 Luggage Cart Coru:e.s:s:ion

F:ranci.sco Fl.ores:

On the following pages ymri i.vill fwd Smarte b.c's full and complete re e to ~~the~~ above. noted Re.quest fur Proposal (RFP).

Proposio2 Eutivy

Smarte Can Inc.
4455 White Bear PM:hvav
St. Paul, 1v1N" s::110
(8100) 838--1176
[1.Vvw.smartecarte.com](http://www.smartecarte.com)

Company &epresentmve

Eric. Ziite.llruan
4455 Ulhite Bear PMkwav
St Paul, 55110
(651) 262--3894
zitelmaue@mirarrecarte.com

Founded in 1970, Smarte Carte, Inc. is the wml'd leader in vended. llugg.aige earl: s,e,rvi.ces.
We are ei.c.iited at the pros:pe.ct o.f cm lti.orn ling our ww-ld-d.ass:luggage cart servic.es:in
BurtiMI.k. We appreciate your cowid.eration of our proposal and the docu.m.entati:on
mduderl w:l:m.u.

Smarre Carre, Inc. has no potential. comlli.ds and agrees: that onae we ha:l.se reached
.agreement on onif e ception,. we i.vill exccllli:l.e the agreement in sulbs:tantiailly the same
furm. If you have .any qJl!lestions or oommenti;, -pleare fe.el :free to contact me at any time
eiillier on my d.irec t lme at 65]--26.2-3.g94 or electmrca!ly at zitel.twm.e@smartecarte.com.

Sinc.erely,

Eric Zitelman
&eni.o.r Director of BI!l:s:iness Development
Smarre Carre, Inc.



Section 2 – Qualifications and Experience



20 Years

Airport & Airline
Leadership
Experience

Drew Niemeyer
CEO



Steve Wagner
Chief Commercial Officer



Anise Grajeda
Director HR



Thor Osteboe
Chief Operating Officer



Trisha Richards
Sr. Director Engineering

15 Years

Smarte Carte Business
Development,
Management &
Operations Experience

20 Years

Human Capital
Management
Experience

30 Years

Operations, Airline
and Military
Experience

25 Years

Technology Consulting,
Retail Strategy &
Organizational Change
Experience



Eric Zitelman
Sr. Director of Business Development



Michelle Dykstra
Sr. Director of Market Strategy



Ross Bonine
Support Services Manager

12 Years

Smarte Carte Business
Development Experience

20 Years

Retail Management, Project &
Strategy Experience

25 Years

Customer Service and Retail
Management Experience

Joe Rubino
Operations Director

15 Years

Operations
Experience



Smarte Carte, Inc. is the world’s leading operator of luggage carts and related services across airports, retail centers, amusement venues, and fitness facilities. With over 1,200 employees and equipment in 3,200 locations worldwide, our 50 years of experience make Smarte Carte the trusted partner to ensure seamless operations and outstanding customer experiences.

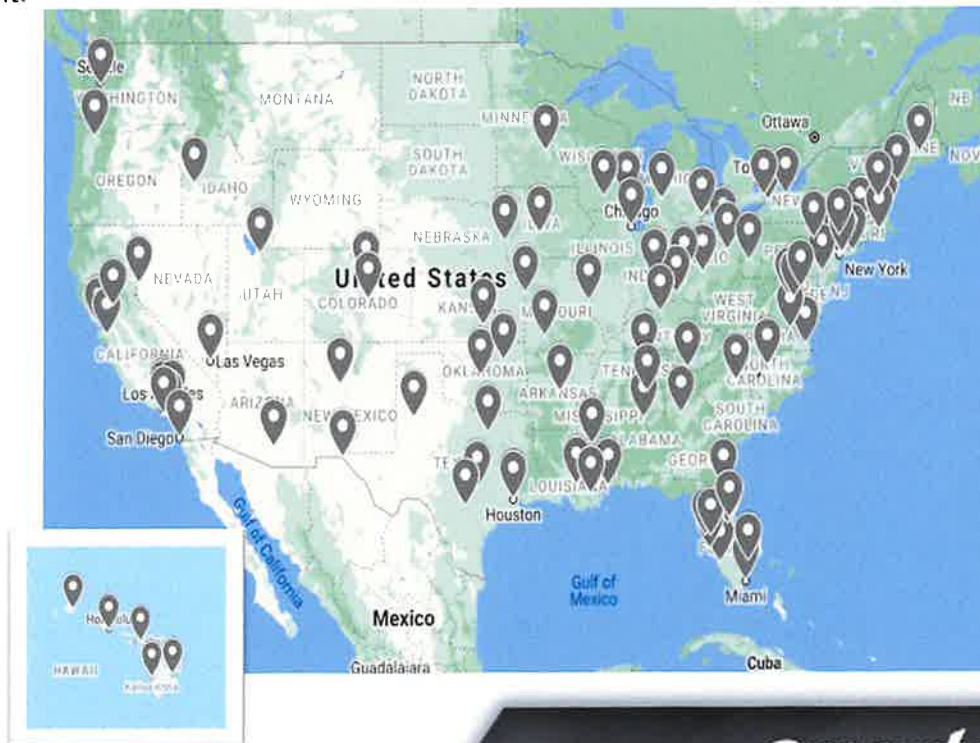
Luggage carts have been the foundation of our business since day one. In 1967, Jim Muellner of White Bear Lake, Minnesota, was commissioned by Hughes Industries to design and build some of the first self-service luggage cart vending machines—with the vision of placing them in airports nationwide.

Following successful launches in Salt Lake City and Minneapolis, Jim recognized the service’s potential, purchased the company, and grew it with a guiding belief that “helping people help themselves” would make travel more convenient and enjoyable. What began as an innovative idea is now a global standard in self-service solutions.

Incorporated in Minnesota in 1970, Smarte Carte, Inc. has proudly delivered both vended and complimentary luggage cart services to hundreds of airports across the United States and worldwide for more than five decades.

At Hollywood Burbank Airport, we are committed to delivering services that reflect the Authority’s high standards and customer-focused mission. Smarte Carte values open communication, collaboration, and continuous improvement—ensuring our operations are transparent, responsive, and aligned with the Authority’s goals. Backed by a culture of accountability and a leadership team dedicated to excellence, Smarte Carte consistently exceeds expectations and delivers lasting value to our airport partners and their passengers.

The following page details Smarte Carte’s active luggage cart concession operations within the United States. Each of these operations have required Smarte Carte to solely fund, manage, operate and maintain all luggage cart equipment.



List of U.S. Airports with an Active Smarte Carte, Inc. Luggage Cart Concession

Airport Name	Number of Carts	Vending Units	Install Date	Airport Name	Number of Carts	Vending Units	Install Date
Albuquerque	191	8	04/30/92	Long Beach	101	5	08/08/93
Atlanta	890	45	08/01/73	Los Angeles	5,882	105	11/01/70
Austin	212	8	03/28/91	Louisville	96	7	12/14/88
Baltimore	600	31	10/01/95	Madison	47	4	09/16/92
Bangor	30	1	01/02/97	Manchester	120	6	11/14/95
Birmingham	30	2	08/30/95	Miami	3,215	80	12/25/98
Boise	88	8	08/30/94	Minneapolis St. Paul	885	49	10/01/67
Boston Logan	1,500	41	02/01/13	Mobile	10	1	11/14/98
Buffalo	95	4	02/02/95	Nashville	190	13	10/27/04
Burbank	138	10	11/30/90	New Orleans	200	14	12/01/95
Charlotte	581	25	07/01/98	New York (JFK)	6,045	96	11/01/87
Chicago Midway	365	22	03/27/01	Newark	2,693	44	08/01/95
Chicago O'Hare	2,428	54	03/27/01	Norfolk	142	7	02/01/75
Cincinnati	136	10	05/15/92	Oakland	359	17	08/01/71
Cleveland	208	10	10/08/90	Okaloosa	20	2	08/12/97
Colorado Springs	120	5	04/01/95	Oklahoma City	105	5	12/01/93
Columbia	59	2	07/11/85	Omaha	106	8	12/01/94
Columbus	155	11	11/16/89	Ontario	300	13	11/01/70
Dallas Ft. Worth	2,185	74	10/01/85	Orlando	1,479	63	02/01/07
Dayton	73	5	12/13/88	Orlando-Sanford	217	10	04/16/01
Denver	1,129	44	03/09/94	Pittsburgh	408	16	06/01/82
Des Moines	39	2	11/01/98	Portland	847	36	09/20/95
Detroit	1,028	45	11/01/77	Portland Jetport	61	6	09/01/95
El Paso	109	7	04/01/96	Providence	164	11	06/02/95
Ft. Lauderdale	900	37	06/01/84	Raleigh Durham	350	15	01/30/89
Ft. Myers	336	15	11/15/87	Reno	338	16	03/01/89
Grand Rapids	45	2	01/15/97	Richmond	65	4	03/01/87
Green Bay	38	3	03/12/86	Rochester, NY	78	3	07/14/99
Gulfport	20	2	03/11/96	Sacramento	244	15	06/13/83
Hartford	105	5	10/09/96	Salt Lake City	776	27	01/01/71
Hilo	38	3	01/01/84	San Antonio	161	9	12/31/97
Honolulu	990	53	01/01/84	San Diego	693	32	08/01/96
Houston George Bush	1,967	57	12/16/83	San Francisco	4,391	91	02/15/80
Houston Hobby	129	11	12/16/83	San Jose	300	16	11/01/87
Indianapolis	172	11	06/05/87	Santa Ana	275	17	09/01/90
Islip	28	2	08/10/94	Sarasota	61	3	12/01/90
Jackson	25	2	12/10/93	Seattle	1,341	54	01/01/89
Jacksonville	180	10	02/28/07	Springfield/Branson	15	1	11/01/93
Juneau	12	1	04/01/97	St. Petersburg	50	3	10/01/90
Kahalui	365	11	01/01/84	Stewart	39	2	12/27/07
Kansas City	150	9	01/31/91	Syracuse	93	4	02/01/94
Keahole - Kona	114	6	01/01/84	Tucson	219	14	12/10/82
Knoxville	35	3	11/17/88	Tulsa	70	4	01/01/94
LaGuardia	625	31	03/01/96	Washington Dulles	2,822	24	08/01/95
Laredo	20	1	01/01/94	Washington National	271	21	08/01/94
Las Vegas	1,539	57	02/01/87	West Palm	153	10	06/15/94
Linue	205	10	01/01/84	Wichita	35	3	04/01/91
Little Rock	78	5	01/16/86	Wilkes-Barre	18	3	05/18/95

Smarte Carte, Inc. is licensed and registered with the State of California. While we have offices throughout the country, our main home office support center and corporate headquarters is located at:

Smarte Carte, Inc.
4455 White Bear Parkway
St. Paul, MN 55110
www.smartecarte.com
FEIN #41-0965374

Contact for this response:
Eric Zitelman
Sr. Director of Business Development
651-653-3061 – office
651-262-3894 – mobile
zitelmane@smartecarte.com

Smarte Carte, Inc. Officers and Directors:

Drew D. Niemeyer	Director and CEO
Scott B. Warren	Director and CFO
Gregory C. Schultz	Director and CLO
Thor H. Osteboe	COO
Steven P. Wagner	CCO
Michael J. Multer	VP of Business Development

- Smarte Carte, Inc. is a wholly owned subsidiary of Smarte Carte Holdings LLC.
- All Smarte Carte, Inc.'s subsidiary entities are wholly owned by Smarte Carte Inc.
 - Smarte Carte Canada Ltd
 - Smarte Carte Australia, Pty. Ltd.
 - Smarte Carte New Zealand, Ltd
 - Smarte Carte Singapore Pty. Ltd.
 - Smarte Carte Sweden AB
 - Smarte Carte UK Limited



Section 3 – References

Reference #1:

Ontario Intl Airport (ONT)

Years of Continuous Service: 30

Initial Agreement Start Date: 11/26/1995

Agreement Status: Active

Equipment Quantities: 13 Luggage Cart Vending Units, 300 Luggage Carts

Contact Name/Contact Title: Phillip Reynolds - Airline Affairs and Properties Specialist

Address: 1923 East Avion St., Ontario, CA 91761

Contact Phone Number: (909) 544-5234

Contact Email: preynolds@flyontario.com

Reference #2:

San Diego Intl Airport (SAN)

Years of Continuous Service: 29

Initial Agreement Start Date: 8/1/1996

Agreement Status: Active

Equipment Quantities: 32 Luggage Cart Vending Units, 693 Luggage Carts

Contact Name/Contact Title: S. Veronica Romo-Soto - Business and Property Manager I

Address: 2417 McCain Rd., San Diego, CA 92102

Contact Phone Number: (619) 400-2943

Contact Email: vromosoto@san.org

Reference #3:

Long Beach Intl Airport (LGB)

Years of Continuous Service: 32

Initial Agreement Start Date: 8/8/1993

Agreement Status: Active

Equipment Quantities: 5 Luggage Cart Vending Units, 101 Luggage Carts

Contact Name/Contact Title: Juliette Mahoney - Administrative Analyst

Address: 4100 E. Donald Douglas Dr., Long Beach, CA 90808

Contact Phone Number: (562) 570-2744

Contact Email: juliette.mahoney@longbeach.gov

Reference #4:

Santa Ana Intl Airport (SNA)

Years of Continuous Service: 35

Initial Agreement Start Date: 9/1/1990

Agreement Status: Active

Equipment Quantities: 17 Luggage Cart Vending Units, 275 Luggage Carts

Contact Name/Contact Title: Monica Rodriguez - Procurement Manager

Address: P.O. Box 20001, Irvine, CA 92623-2000

Contact Phone Number: (949) 252-5240

Contact Email: mmrodriguez@ocair.com

**Section 4 –
Organization and Key Personnel
Assigned to Oversee Luggage
Cart Service Contract**

Legal:

Name/Title: Greg Schultz - Chief Legal Officer (CLO)
Email: schultzg@smartecarte.com
Phone Number: (651) 653-3008
Years with Smarte Carte: 10
Role: Oversees final agreement review and execution

Contract Management:

Name/Title: Eric Zitelman - Senior Director of Business Development - Aviation
Email: zitelmane@smartecarte.com
Phone Number: (651) 262-3894
Years with Smarte Carte: 12
Role: Leads RFP response effort and main point of contact during RFP process and potential agreement execution. Builds and maintains positive client relationships and ensures ongoing contract compliance.

Accounting:

Name/Title: Anthony Tran - Accountant
Email: trana@smartecarte.com
Phone Number: (651) 653-3085
Years with Smarte Carte: 3
Role: Prepares and provides sample Monthly Reporting form and potential future Monthly Reporting Forms

Operations:

Name/Title: Joe Rubino - Director of Operations
Email: rubinoj@smartecarte.com
Phone Number: (510) 435-1268
Years with Smarte Carte: 15
Role: Serves as escalation point for high-level issues, provides operational leadership, guidance, and resolution support to regional and local operations team

Name/Title: Manny Mora - Assistant Regional Manager
Email: moram@smartecarte.com
Phone Number: (818) 339-8344
Years with Smarte Carte: 16
Role: Oversees the location's performance, ensures all reported issues are resolved, manages hiring for the site and serves as the authorized signator for airport badges.

Name/Title: Franklin Panameno – Operations Manager
Email: panamenof@smartecarte.com
Phone Number: (661) 812-6741
Years with Smarte Carte: 3
Role: Manages daily luggage cart operations, ensures equipment remains fully operational, and oversees unit maintenance.



On-Site Service Manager:

Name/Title: Franklin Panameno – Operations Manager
 Email: panamenof@smartecarte.com
 Phone Number: (661) 812-6741
 Role: Manages daily airport operations, ensures equipment remains fully operational, and oversees unit maintenance.

Escalation Matrix

Tier	Title	Responsibilities	Contact Information	Response Time	Escalation Trigger
1	Operations Manager	Daily operations, immediate issue triage, service issues	(661) 812-6741 panamenof@smartecarte.com	Within 24 hours	Operational issues impacting a single unit/location
2	Assistant Regional Manager	Location oversight, resource coordination, staffing	(818) 339-8344 moram@smartecarte.com	Within 24 hours	Issue unresolved by Tier 1 or impacting multiple units
3	Director of Operations	Strategic decisions, resource authorization, service response plans	(510) 435-1268 rubinoj@smartecarte.com	Within 24 hours	Issue unresolved by Tier 2, ongoing service interruptions or safety/security issues
4	Sr. Director of Business Development	Oversight, resource procurement, compliance, concessionaire/authority communication	(651) 262-3894 zitelman@smartecarte.com	Within 24 hours	Issues unresolved by Tier 3, high-impact or compliance/agreement issues, urgent Authority requests



Section 5 – Proposed Design and Installation

Installation and Compliance

Smarte Carte, Inc. will provide a turnkey installation and full implementation of the luggage cart concession at the four designated locations within the Replacement Passenger Terminal (RPT) as detailed in Exhibit C. In coordination with the Authority and the RPT Design-Build Contractor, Smarte Carte will finalize installation schedules, construction sequencing, and site access to ensure all work is completed safely, efficiently, and in alignment with overall terminal readiness.

All cart management units, carts, and customer-facing signage will be new, uniform in appearance, ADA-compliant, and built to the dimensional and performance standards outlined in Exhibits B and C. Installation will be performed by trained Smarte Carte technicians using industry best practices, including discreet electrical cabling and strict protection of airport infrastructure. Customer signage will clearly communicate usage instructions, rates, payment options, refund procedures, safety notices, and Smarte Carte branding, and will be professionally produced for durability and high visibility.

Ahead of the RPT opening, Smarte Carte will complete a comprehensive commissioning process to verify system performance and reliability. This includes functional testing of each unit, wireless frequency interference checks to ensure compatibility with airport systems, ADA accessibility verification, and a seven-day endurance test demonstrating uninterrupted operation under expected conditions. All units will be fully stocked with luggage carts, and payment systems will be validated for cash acceptance and major credit card processing, including dip, tap, and swipe functionality.

Signage will undergo a final review for accuracy and clarity, and Smarte Carte will participate in a readiness walkthrough with the Authority to confirm all installation and testing requirements have been satisfied.

Once operational, Smarte Carte will manage the luggage cart concession with trained on-site personnel who will oversee servicing, restocking, cleaning, and ongoing performance monitoring. Equipment will be kept in clean, safe, and fully functional condition, with routine inspections and preventive maintenance incorporated into operations. Smarte Carte will provide 24-hour response coverage. Customer inquiries, refund requests, and reported issues will be handled promptly and resolved within 48 hours per established protocols.

Throughout the term, Smarte Carte will maintain compliance with all Airport Rules and Regulations, ensure rate accuracy, submit required reports to the Authority, and maintain a fully updated escalation matrix to provide clear points of contact for operational, technical, and administrative matters.

Management Operating Plan

Equipment Maintenance & Cleaning Quality Control

The first step to an effective maintenance program is proper training. Each maintenance technician goes through a detailed training on:

- Equipment functionality, testing & troubleshooting
- Maintenance manuals
- Tool and parts inventory and ordering
- Cleaning and maintenance chemical safety
- General safety
- Tracking and reporting
- Regular and semi-annual/annual tasks including preventative maintenance

To maintain optimal equipment functionality and a strong brand image for ourselves and BUR, our equipment is proactively serviced and maintained on a regular schedule. Some of the maintenance can be done remote via our monitoring and reboot solution and is reported on through our online reporting tool. This provides us machine information with mobile alerts that we can react to in real time for equipment issues, predictive low inventory stock, and usage variances. Even with remote monitoring, some maintenance requires hands on review by our technicians who visibly inspect the equipment, complete functional checks and perform routine maintenance. All on-hands maintenance is documented via our service app and reported via our online reporting tool.

Twice per week, our team members complete inspections and cleaning through the course of their regular duties. If issues are found, team members alert management and maintenance technicians to issues needing attention and complete associated form.

Due to our 24/7 on-hand field maintenance staff, when issues occur, our well-trained technicians provide Level 1 front line support and to assist with service responses within 24 hours.

The operational procedures used by Smarte Carte, Inc. are documented in our ISO 9001 standard operating procedures and work instructions. Specifically, ISO SOP 15 describes how we design, operate and audit our “Terminal Operating Models” in our client airport locations. Every airport has a unique layout, passenger flow and passenger volume patterns. Accordingly, we develop a tailored operating model using the following planning sequence:

1. Determine arriving and departing passenger volumes / flow for both domestic and international operations in each airport terminal
2. Build a staffing model that aligns labor hours with passenger volumes, to ensure optimal cart availability for guests, and maintains a minimal number of loose carts.
3. Create and implement detailed walking routes for all areas of the airport.

Maintenance Schedule & Responsibilities

For each piece of equipment, we have standard maintenance plans to ensure 99% uptime of our equipment.

Timing	Carts	Kiosk
Regularly (Twice Weekly)	<ul style="list-style-type: none"> Remove debris Wipe down handles Functionality quick check 	<ul style="list-style-type: none"> Remove debris Functionality quick check <ul style="list-style-type: none"> Cash Rental Credit Rental Cart Return Cart inventory
Semi-Annually/Annually based on usage	<p>Visual Inspection</p> <ul style="list-style-type: none"> Completeness Damage Deformation Legibility of safety instruction <p>Functionality</p> <ul style="list-style-type: none"> Wheels and castors <ul style="list-style-type: none"> Smooth running Free swivel front Wheel diameter Brake function <ul style="list-style-type: none"> Play of handle Even braking Brake release <ul style="list-style-type: none"> Ease of Level Nestability <ul style="list-style-type: none"> Metal contact <p>Cleaning</p> <ul style="list-style-type: none"> High pressure cleaner and cold water Casters – Saline with WD-40 	<p>Functionality</p> <ul style="list-style-type: none"> Bill validator Gold Card Bill dispenser Rent & return Error codes Cart inventory count <p>Vending Mechanism & Return End</p> <ul style="list-style-type: none"> Sensors Cables Screw tightness Wiring Springs Lubrication <p>Cleaning</p> <ul style="list-style-type: none"> Controller, Audit Panels, Coin acceptor, credit card and connections – brush and compress Air Bill Acceptor & dispenser - cotton swabs and alcohol

Examples of equipment maintenance forms, tracking, and corrective action below. Additional examples available upon request.

Maintenance Form

Smartecarte
Smartecarte Inc.
455 White Bear Parkway
St. Paul, MN 55110
No. 09580
Date: 11/04/2021

CHU Preventative Maintenance/Repair

MAIN
Employee Last Name: [Redacted]
EStation: CHU
CPS: [Redacted]

Date: 11/04/2021
Start Time: 01:51 PM
Enger Serial #: [Redacted]
Machine Number - scan or code: [Redacted]
Lat out all repairs completed: [Redacted]
None
Type of activity: Preventative Maintenance (PM)

FUNCTIONALITY TEST

Yes coin Acceptor and Hopper	Yes
Yes Bill Validator	Yes
Gold Card Test	Yes
Rent Mechanism Test	Yes
Cart Return Test	Yes
Check for error codes (Check the problem and solution)	Yes
If Connectivity, update cart inventory	Yes

VEND MECHANISM

Check fasteners on mechanism plate for tightness	Yes
Check mechanical parts for correct operation	Yes
Check sensor	Yes
Check carts out cable	Yes
Check cart release mechanism	Yes
Check springs	Yes
Look for any indications of impending part failures	Yes

Inspection Form

Smartecarte
PACK MULE PRE-OPERATION INSPECTION FORM

OPERATOR NAME: [Redacted] Shift: PM
SUPERVISOR NAME: [Redacted]

PACK MULE START DATE/TIME	Battery level (Load Meter)	PACK MULE END DATE/TIME	Battery level (Load Meter)
11/04/2021 08:00	100%	11/04/2021 12:00	100%

COMPONENT CHECKS

COMPONENT CHECKS	START OF SHIFT (08:00) (Y/N)	END OF SHIFT (12:00) (Y/N)
Battery/Power Meter Indicator	Works / 100%	Works / 100%
Headlight	Works / 100%	Works / 100%
Reverse Light	Works / 100%	Works / 100%
Brake Light	Works / 100%	Works / 100%
Horn	Works / 100%	Works / 100%
Beeper	Works / 100%	Works / 100%
Seat Switch/Key Switch	Works / 100%	Works / 100%
Operational Switch	Works / 100%	Works / 100%
Key Switch	Works / 100%	Works / 100%

RITCH AND ROPE REEL CHECKS

RITCH AND ROPE REEL CHECKS	START OF SHIFT (08:00)	END OF SHIFT (12:00)
Let the rope take 5-10' absorption on the top of the rope, then allow rope to retract.	YES / NO	YES / NO
Let the rope take 5-10' absorption on the bottom of the rope, then allow rope to retract.	YES / NO	YES / NO
Let the rope take 5-10' absorption on the side of the rope, then allow rope to retract.	YES / NO	YES / NO
Let the rope take 5-10' absorption on the end of the rope, then allow rope to retract.	YES / NO	YES / NO

FUNCTIONAL AND VISUAL CHECKS

FUNCTIONAL AND VISUAL CHECKS	START OF SHIFT (08:00)	END OF SHIFT (12:00)
Let the rope take 5-10' absorption on the top of the rope, then allow rope to retract.	YES / NO	YES / NO
Let the rope take 5-10' absorption on the bottom of the rope, then allow rope to retract.	YES / NO	YES / NO
Let the rope take 5-10' absorption on the side of the rope, then allow rope to retract.	YES / NO	YES / NO
Let the rope take 5-10' absorption on the end of the rope, then allow rope to retract.	YES / NO	YES / NO

REMARKS

Corrective Action Form

Smartecarte
CORRECTIVE ACTION REQUEST

DATE: 11/04/2021
TIME: 01:51 PM
LOCATION: [Redacted]

DESCRIPTION OF PROBLEM: [Redacted]

CAUSE OF PROBLEM: [Redacted]

CORRECTIVE ACTION: [Redacted]

PREVENTIVE MEASURES: [Redacted]

APPROVALS: [Redacted]

Customer Service

Smarte Carte is, above all else, a customer-service organization. While our equipment is the means through which passengers access our services, it is our commitment to responsiveness, reliability, and professionalism that defines the guest experience. Our service philosophy centers on preventing issues before they occur and resolving any questions, concerns, or requests quickly and efficiently. To reinforce this commitment, Smarte Carte maintains a “No Questions Asked” refund policy, ensuring that every customer interaction is handled with fairness and simplicity.

To support passengers at every step, Smarte Carte provides multiple avenues for assistance. A 24-hour toll-free customer service line—clearly displayed on all equipment—allows travelers to reach us at any time. In addition, each unit includes a QR code linking directly to the customer service portal on our website, where guests can request refunds, report issues, or provide feedback.

Behind every airport operation is a robust team of Smarte Carte professionals who support our field staff. Our organization includes technical services experts, accountants, engineers, legal staff, IT professionals, and dedicated operations managers who work collectively to ensure smooth and reliable service across our network. Because Smarte Carte owns and manages all aspects of the operation end-to-end, we assume full responsibility for every issue and remain accountable for delivering timely solutions.

At the airport, our on-site personnel serve as the first line of support for both passengers and airport stakeholders. They are backed by Level 2 and Level 3 support teams who provide deeper technical, operational, and administrative expertise whenever it is needed. This layered approach ensures that every situation—from routine maintenance to complex system needs—is handled quickly, effectively, and with the full resources of Smarte Carte behind it.

Our level 2 support is handled by our Technical Service team to assist with troubleshooting, equipment errors, re-occurring issue analysis and general questions. This team is backed by a full staff of in-house engineers, software developers, accountants, legal, etc.

Smarte Carte’s Operations Manager has the full support of all departments listed to the right at our home office support center in St. Paul, Minnesota.





Section 6 – Design, Installation, and Implementation

Equipment Overview – Galaxy Kiosk

We supply only the highest quality equipment on the market. In partnership with world leading manufacturers, we create superior, safe & innovative solutions that are customized to the needs of your location. It's not just about a product but having the right product and features that meet the passenger's expectations, creating a seamless experience through out their journey.

Top Features

- Touchless, Tap, and Mobile payment options
- ADA compliant
- Indoor & outdoor (cover not needed)
- PCI compliant
- Multi language options

HD Camera & Speakers For Customer Support & Monitoring

Indoor/Outdoor Weather Durable Powder Coated Steel Enclosure

High Resolution 15" Touchscreen

Customizable Display and Graphics

Customer Help Section & QR Code For Refunds

User Selected Multi Language Option

ADA Compliant

Flexible PCI Compliant Payment Options

Cash Acceptance

Flexible Battery Option

Kiosk Specifications	
Dimensions	H: 57.6", W: 18.7", D: 15"
Construction	Cold Rolled Steel with weather resistant powder coat finish
Power	120VAC, 240 VAC or battery power. 100 Watts peak use indoor, 330 Watts peak use outdoor
Communication	4G Cell modem, wireless LAN
Track Options	Standard: 25 Feet (31 Cart Capacity) Minimum: 15 Feet (17 Cart Capacity) Maximum: 60 Feet (52 Cart Capacity)





smartecarte
LUGGAGE CARTS

QUALITY MANUFACTURING

Crafted in Germany to meet strict quality standards, made from premium steel, and built to endure the toughest environments.

EASY MANUEVERABILITY

Our extended staking spacer guarantees smaller turning circles for easy movement when pushing or maneuvering through the unique airport environment.

SPACE SAVING

Our innovative nested design provides a space-saving solution for both storage and transportation of our luggage carts.

SAFE MOVEMENT

Our custom designed brake cart automatically engages the brake when the handle is not depressed to secure passengers' luggage and ensure safe movement



smartecarte

Connected Products & Services





DESIGN DETAILS

Materials & Surfaces

Our luggage carts are engineered and rigorously tested to deliver long-lasting performance in the demanding environment of airport use. They feature durable thick tubing, UV-resistant plastics, and a multi-layer surface coating that provides excellent corrosion resistance.

Brake System

Our durable brake system minimizes wear by braking on the caster sides, not the tread, and self-adjusts for consistent braking force.

Quality Casters & Tires

Our tires feature a natural rubber tread and a noise-dampening plastic hub, offering minimal maintenance, wear, and no residue. The double-sealed ball bearing ensures smooth rolling in any weather or conditions.

SPECIFICATIONS

- ✓ **Cart Dimensions:** Height - 41" x Width - 25" x Depth - 38"
- ✓ **Load Capacity:** 400 lbs
- ✓ **Cart Weight:** 57lbs
- ✓ **Frame Construction:** Electro Polished Steel
- ✓ **Nesting Depth:** 10.4" (10 carts nested in 132" of space)
- ✓ **Wheel:** Natural rubber tread with double sealed ball bearing
- ✓ **Caster Diameter:** 7"
- ✓ **Advertising Panel :** 20.5" x 16.7"

Smarte Carte proposes to install the new equipment within 5 months from receipt of a fully executed agreement. Smarte Carte's luggage cart kiosks and luggage carts are made to order and contain globally-sourced and custom components with significant lead times. Any delays associated with the review and final execution beyond the dates listed within the Procurement Phase Schedule may impact installation timing beyond August 14th, 2026.

Week 1	Receive fully executed luggage cart service agreement, Notice to proceed, or similar
Week 2	Begin luggage cart and cart management unit production
Week 8	Identify technical and infrastructure requirements to complete project and obtain Authority/DB Contractor approval of these requirements
Week 10	Identify approved third-party contractor(s)
Week 12	Finalize contractor agreements along with timetable for completion
Week 14	Coordinate shipping dates/times and local warehouse spaces
Week 16	Obtain necessary permits and commence contractor work. Coordinate Installation details with Authority and DB Contractor
Week 18	Project installation plan finalized. This will include specific equipment arrival dates, install teams/technician plan, third-party contractors (ex. termination of electrical connections), shipping and local logistics plan
Week 20	Smarte Carte will provide Certificates of Insurance and Endorsements to the Authority as detailed in Article 20 of the Agreement
Week 21	Equipment arrives and install plan is executed. Details of the truck arrival, unit move plans etc. will be completed in detail and provided and approved prior to implementation
Week 22	Commence systems testing (ex. vending/return functionality, wireless frequency disruption, cash and credit card acceptance, and endurance testing to ensure proper functionality and that technical requirements have been met

Smarte Carte, Inc. has completed numerous major airport equipment transitions including PIT, PHL, DTW, LAS, MCO, and BNA in recent months. The timeline above is a realistic and accurate look at the time required for major capital and logistic projects. Based upon the provided timelines within this RFP, new luggage cart equipment would be installed Q3 2026.



Section 7 – Proposed Financial Offer

Proposed Luggage Cart Rental Pricing:

Luggage Cart Rental Price:

- Years 1-2: \$8.00
- Years 3-4: \$9.00
- Year 5: \$10.00

Smartecarte agrees to never raise the luggage cart rental price higher than LAX.

Luggage Cart Return Reward:

- Years 1 – 5: \$.25

Proposed Percentage of Gross Receipts to Authority:

Percentage of Gross Receipts paid to Authority: 12%

Nationwide Luggage Cart Price Listing


smartecarte[®]

ATL - Hartsfield-Jackson Atlanta Intl Airport	\$ 9.00	IAD - Washington Dulles International Airport	\$ 6.00
MIA - Miami International Airport	\$ 9.00	IND - Indianapolis International Airport	\$ 6.00
ANC - Anchorage International Airport	\$ 8.00	ITO - Hilo-General Lyman Field	\$ 6.00
LAX - Los Angeles International Airport	\$ 8.00	JAX - Jacksonville International Airport	\$ 6.00
SEA - Seattle Tacoma International Airport	\$ 8.00	JFK - New York JFK International Airport	\$ 6.00
SFO - San Francisco International Airport	\$ 8.00	JNU - Juneau International Airport	\$ 6.00
AUS - Austin Bergstrom International Airport	\$ 7.00	KOA - Kona International Airport	\$ 6.00
BHM - Birmingham Alabama Airport	\$ 7.00	LAS - Las Vegas - McCarran International Airport	\$ 6.00
CLE - Cleveland-Hopkins International Airport	\$ 7.00	LGA - New York-LaGuardia Airport, NY	\$ 6.00
CLT - Charlotte/Douglas International Airport	\$ 7.00	LGB - Long Beach Airport	\$ 6.00
COS - Colorado Springs Airport	\$ 7.00	LIH - Lihue-Kauai District Airport	\$ 6.00
DEN - Denver International Airport	\$ 7.00	MKE - Milwaukee-General Mitchell Int'l Airport	\$ 6.00
GPT - Gulfport-Biloxi International Airport	\$ 7.00	OAK - Oakland Metropolitan International Airport	\$ 6.00
HOU - Houston Hobby-William P. Hobby Airport	\$ 7.00	OGG - Kahului Airport	\$ 6.00
IAH - Houston-George Bush Intercontinental Airport	\$ 7.00	OMA - Omaha Eppley Airfield	\$ 6.00
MCI - Kansas City International Airport	\$ 7.00	PDX - Portland International Airport	\$ 6.00
MCO - Orlando International Airport	\$ 7.00	PHL - Philadelphia International Airport	\$ 6.00
MDW - Chicago-Midway Airport	\$ 7.00	PVD - Providence-T.F. Green State Airport	\$ 6.00
MSY - Louis Armstrong New Orleans Intl Airport	\$ 7.00	RNO - Reno/Tahoe International Airport	\$ 6.00
ONT - Ontario International Airport	\$ 7.00	ROC - Rochester International Airport	\$ 6.00
ORD - Chicago OHare International Airport	\$ 7.00	RSW - Southwest Florida International Airport	\$ 6.00
ORF - Norfolk International Airport	\$ 7.00	SDF - Louisville International Airport	\$ 6.00
PBI - Palm Beach International Airport	\$ 7.00	SJC - San Jose International Airport	\$ 6.00
PHX - Phoenix Sky Harbor International Airport	\$ 7.00	SMF - Sacramento International Airport	\$ 6.00
PIE - St. Petersburg-Clearwater Intl Airport	\$ 7.00	SNA - Santa Ana-John Wayne Airport	\$ 6.00
PIT - Pittsburgh International Airport	\$ 7.00	SRQ - Sarasota Bradenton International Airport	\$ 6.00
SAN - San Diego International Airport	\$ 7.00	STL - St. Louis Lambert International Airport	\$ 6.00
SAT - San Antonio International Airport	\$ 7.00	TPA - Tampa International Airport	\$ 6.00
SFB - Orlando-Sanford International Airport	\$ 7.00	TUL - Tulsa International Airport	\$ 6.00
SLC - Salt Lake City International Airport	\$ 7.00	TUS - Tucson International Airport	\$ 6.00
ABQ - Albuquerque International Sunport	\$ 6.00	BUF - Buffalo Niagara International Airport	\$ 5.00
BDL - Hartford, CT (Bradley Intl Airport)	\$ 6.00	ELP - El Paso International Airport	\$ 5.00
BNA - Nashville International Airport	\$ 6.00	FAT - Fresno-Yosemite International Airport	\$ 5.00
BOI - Boise Air Terminal	\$ 6.00	HSV - Huntsville International Airport	\$ 5.00
BOS - Boston Logan International Airport	\$ 6.00	IAG - Niagara Falls International Airport, NY	\$ 5.00
BUR - Burbank-Bob Hope Airport	\$ 6.00	ICT - Wichita Mid Continent Airport	\$ 5.00
BWI - Baltimore/Washington Intl Thurgood Airport	\$ 6.00	ISP - Islip-Long Island MacArthur Airport	\$ 5.00
CMH - Columbus International Airport	\$ 6.00	JAN - Jackson Evers International Airport	\$ 5.00
CVG - Cincinnati/Northern Kentucky Int'l Airport	\$ 6.00	LIT - Bill & Hillary Clinton National Airport	\$ 5.00
DAY - James M Cox Dayton International Airport	\$ 6.00	MHT - Manchester Boston Regional Airport	\$ 5.00
DCA - Ronald Reagan Washington National Airport	\$ 6.00	MSN - Dane County Regional Airport	\$ 5.00
DFW - Dallas/Ft. Worth International Airport	\$ 6.00	OKC - Oklahoma City-Will Rogers World Airport	\$ 5.00
DSM - Des Moines International Airport	\$ 6.00	RDU - Raleigh Durham International Airport	\$ 5.00
DTW - Detroit Metro Wayne County Airport	\$ 6.00	RIC - Richmond International Airport	\$ 5.00
EWR - Newark Liberty International Airport	\$ 6.00	SGF - Springfield-Branson Regional Airport	\$ 5.00
FLL - Ft. Lauderdale-Hollywood Int'l Airport	\$ 6.00	SWF - Stewart International Airport	\$ 5.00
GRR - Gerald R. Ford International Airport	\$ 6.00	TYS - Knoxville-McGhee Tyson Airport	\$ 5.00
HNL - Honolulu International Airport	\$ 6.00		

smartecarte[®]

Connected Products & Services



 Smarte Carte, Inc. 4455 White Bear Parkway White Bear Lake MN 55110 United States	<h1>STATEMENT</h1>												
For: BURBANK GLENDALE PASADENA ARPT 2627 HOLLYWOOD WAY Burbank CA 91505-0000 United States	<table> <tr> <td>Contract ID</td> <td>CTRCT-025 BUR-Burbank Airport,CA-Carts</td> </tr> <tr> <td>Commission ID</td> <td>558603</td> </tr> <tr> <td>Vendor No.</td> <td>30347</td> </tr> <tr> <td>Calculation For:</td> <td>Oct 2025</td> </tr> <tr> <td>Customer No.</td> <td>111105 BUR - Burbank-Bob Hope Airport</td> </tr> <tr> <td>Line of Business</td> <td>Carts US</td> </tr> </table>	Contract ID	CTRCT-025 BUR-Burbank Airport,CA-Carts	Commission ID	558603	Vendor No.	30347	Calculation For:	Oct 2025	Customer No.	111105 BUR - Burbank-Bob Hope Airport	Line of Business	Carts US
Contract ID	CTRCT-025 BUR-Burbank Airport,CA-Carts												
Commission ID	558603												
Vendor No.	30347												
Calculation For:	Oct 2025												
Customer No.	111105 BUR - Burbank-Bob Hope Airport												
Line of Business	Carts US												

Monthly Commission Statement For BUR-Burbank Airport,CA- Carts

Cash Receipts	\$113.00
Credit Card Receipts	\$4,097.00
Refunds	\$0.00
Sales Tax	\$0.00
Commissionable Revenue	\$4,210.00
Commission Due	\$421.00

This statement is certified to be true and correct.

Regards,



The Smarte Carte Finance Team

The above is an example of our current monthly reporting form. Smarte Carte will work with staff to incorporate the information requested within Section 7 of the RFP into a format that is acceptable to the Authority.

**Section 8 –
Concession Agreement
Acknowledgment Statement**

Smarte Carte objects to the language in the Sample Agreement and has compiled a list of the contested contract language, including alternate contract language for consideration below:

Exception #1:

Section: Exhibit D – Section 9.3(j) (Page 16)

Exception: Smarte Carte requests Authority delete this section. Inclusion of this language would prohibit Smarte Carte’s future ability to provide Authority with additional passenger or airport services.

Proposed Language: Smarte Carte requests Authority delete this section in its entirety.

Exception #2:

Section: Exhibit D – Section 11.9(a)(i) (Page 20)

Exception: Smarte Carte requests Authority change response time from three to twenty-four hours.

Proposed Language: “In any event, upon receipt of a request by the Authority to address a problem with any part of the Luggage Cart Concession, Concessionaire shall respond within twenty-four hours and shall work diligently to promptly solve the problem.”

Exception #3:

Section: Exhibit D – Section 12.3(b) (Page 25)

Exception: Smarte Carte requests liquidated damages be reduced to \$100 for the first violation, \$250 for the second violation, and \$500 for the third of more violation.

Proposed Language: (1) The liquidated damages for the first violation of a requirement during a consecutive 12-month period shall be \$100.
(2) The liquidated damages for the second violation of the same requirement during any consecutive 12-month period shall be \$250.
(3) The liquidated damages for the third violation of the same requirement during any consecutive 12-month period shall be \$500. Thereafter, the liquidated damages for a violation of the same requirement within 12 months of the immediately prior offense shall be \$500 per instance.

Exception #4:

Section: Exhibit D – Section 13.1 (g)(j) (Page 27)

Exception: Smarte Carte requests Authority modify any default to cure period match period afforded to Authority (60 days) – Section 13.7

Proposed Language: (g) Failure by Concessionaire to pay, when due, any Rent (including Base Rent and any other amounts under this Agreement), where such failure continues for 60 days after notice (any such notice provided under this Section shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure Section 1161).
(j) Failure to cure a default, breach or non-performance of any other requirement under this Agreement not covered by the above, after 60-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 60-days, then the Authority may extend such cure period for another 60 days.

Exception #5:

Section: Exhibit D – Section 13.2(c) (Page 28)

Exception: Smarte Carte takes exception to this section. Under no circumstances will Smarte Carte allow Authority to take possession of Smarte Carte’s luggage carts or luggage cart management units/kiosks, whether they are defined as Removable Fixtures, Initial Improvements, Leasehold Improvements, or New Leasehold Improvements.

Proposed Language: Smarte Carte requests Authority delete this section in its entirety.

Exception #6:

Section: Exhibit D – Section 20.1(d) (Page 40)

Exception: Smarte Carte requests Authority delete the first sentence and modify the second sentence of this section.

Proposed Language: “Failure of the Authority to identify a deficiency from the certificates of insurance provided by Concessionaire shall not be construed as a waiver of Concessionaire’s obligations to maintain the insurance required by this Agreement.”

Exception #7:

Section: Exhibit D – Section 20.5 (Page 41)

Exception: Smarte Carte requests Authority delete “tenant improvements and betterments,” and the last sentence from this section.

Proposed Language: “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.”

Exception #8:

Section: Exhibit D – Section 20.6 (Page 41)

Exception: Smarte Carte requests Authority delete this section.

Proposed Language: Smarte Carte requests Authority delete this section in its entirety.

Exception #9:

Section: Exhibit D – Section 20.7 (Page 41)

Exception: Smarte Carte requests Authority modify Cyber Liability from \$5,000,000 to \$3,000,000.

Proposed Language: “Concessionaire shall procure and maintain Cyber Liability Coverage in an amount not less than \$3,000,000 that will cover claims involving privacy violations, information theft, damage or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.”



Section 9 – Insurance





CERTIFICATE OF LIABILITY INSURANCE

DATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFIRMS THE RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AFFECT, AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BEING COVERED. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTOMATED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDRESSEE, the policy(ies) must have ADDITIONAL INSURER(S) permissions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require additional endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC S33500, 5th Street Suite 1400 Minneapolis, MN 55402	CONTACT NAME: Marsh U.S. Operations & Technology PHONE (AC, No, Ext): 866-966-4564 FAX (AC, No): 212-5382
	EMAIL ADDRESS: Minneapolis.CertRequest@marsh.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Zurich American Insurance Company	NAICS 40142
INSURER B: American Zurich Insurance Company	
(HOLD) RATED:	
INTJURISDICTION:	
INZURISDICTION:	

COVERAGES CERTIFICATE NUMBER: 001-00768832-0 REVISION NUMBER: 27

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED PERSON(S) 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 IN CONNECTION WITH THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN, THIS CERTIFICATE IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF COVERAGE	DESCRIPTION	POLICY NUMBER	START DATE	END DATE	LIMIT
A	COMMERCIAL AUTO - LIABILITY	0118	12/31/2024	12/31/2025	1,000,000
A	ANY AUTO	291113	12/11/2024	12/31/2025	1,000,000
C	WARRANTY	U502U	12/1/2024	12/31/2025	1,000,000
B	WORKERS COMPENSATION	11CS11623401 (1105)	12/1/2024	12/31/2025	1,000,000
A	GENERAL LIABILITY	11A	12/11/2024	12/31/2025	1,000,000
A	CYBER	P10101n801	12/11/2024	12/31/2025	1,000,000

DESCRIPTION OF OPERATIONS: [REDACTED]

Burlian -Gla-l-ae-PaSide-Airp.tAu 1/E Hcllv000 ilJ Burlian ar. InSOo	S (HOLD) Any OF THE ABOVE DESCRIBED POLICIES ARE CANCELLED EFFECTIVE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED JUREP REPRESENTATIVE Marsh USA LLC
--	--

© 19 88-2016 ACORD CORPORATION. All rights reserved



Smarte Carte, Inc. would like to thank the Burbank-Glendale-Pasadena Airport Authority for allowing us the opportunity to provide a response.

We sincerely appreciate your consideration.

Exhibit D: Tenant Improvement Form

(To be attached.)



**REQUEST FOR APPROVAL
PROPOSED TENANT IMPROVEMENT**

**MUST BE SUBMITTED AT LEAST TEN BUSINESS DAYS PRIOR TO PROJECT
START DATE. LARGER PROJECTS REQUIRE ADDITIONAL LEAD TIME.**

1. INFORMATION

Tenant _____ Building # _____
Name of Contact _____ Phone # _____
Address _____ Email: _____
Describe Proposed Improvements * _____

Estimated cost of improvements _____
Estimated start date _____ Completion date _____

***Attach sketches or drawings as required to clearly indicate the type, size, height
and location of proposed improvements***

2. PRE-CONSTRUCTION

Contractor _____ License # _____
Address _____
Contract Price _____ Phone # _____
Construction Commencement Date _____ End Date _____

***Applicant must submit required Certificate of Insurance, Material and Labor Bond
two weeks prior to the start of construction***

Tenant Representative (Signed) _____ Date _____

3. INITIAL APPROVALS

Operations (Approver) _____ Date _____ Pre-Con Needed (Y/N)
Comments _____
Business & Properties (Approver) _____ Date _____ Pre-Con Needed (Y/N)
Comments _____
Engineering Department (Approver) _____ Date _____ Pre-Con Needed (Y/N)
Comments _____
Environmental & Noise (Approver) _____ Date _____ Pre-Con Needed (Y/N)
Comments _____
Fire Department (Approver) _____ Date _____ Pre-Con Needed (Y/N)
Comments _____
ICT Department (Approver) _____ Date _____ Pre-Con Needed (Y/N)
Comments _____
Maintenance Department (Approver) _____ Date _____ Pre-Con Needed (Y/N)
Comments _____
Safety Department (Approver) _____ Date _____ Pre-Con Needed (Y/N)
Comments _____
Police & Security (Approver) _____ Date _____ Pre-Con Needed (Y/N)
Comments _____

4. FINAL APPROVAL

Airport Administration (Reviewed by) _____ Date _____

INSTRUCTIONS FOR COMPLETING THIS FORM

The following procedures are to be followed by all Airport Tenants desiring to make improvements to their leasehold. Close adherence to the procedures and regulations outlined below will greatly aid in expediting the processing and approval of each Proposed Improvement.

1. Tenant shall complete Section 1 and 2 of this form and submit to: Burbank-Glendale-Pasadena Airport Authority, Business, Property and Administrative Services Department, 2627 Hollywood Way, Burbank, CA 91505.
2. Upon receipt of this Request Form, the Business, Property and Administrative Services Department will review the Proposed Improvement and, if the proposal is considered to be basically acceptable, it will then be forwarded to Airport Engineering for further review and evaluation. However, if the proposal is not considered to be basically acceptable, the Request Form will be returned to the Tenant accompanied by a written statement from the Authority as to why the request is being denied at this stage or if additional information is required.
3. In addition to the submission of the Tenant Improvement Form, Tenant shall also provide final plans and specifications for the Proposed Improvement. The plans and specifications shall conform to the following requirements: five (5) sets of plans and specifications shall be submitted by the Tenant with this form to Business, Property and Administrative Services Department for review by all applicable Airport Departments with final review and approval by Airport Administration.
4. The Business, Property and Administrative Services Department and Engineering Department will determine any impact of the Proposed Improvement on the Airport Master Plan, Airport Facilities, Navigable Airspace Requirements of Federal Aviation Regulations Part 77, and/or if it conforms to the Airport Rules and Regulations.
5. Prior to the start of construction and after all insurance and bond requirements have been satisfied, an Indemnification & Defense Agreement has been submitted to the Authority, and Building permits and any other necessary permits are on file with the Authority, a pre-construction meeting must be held in the Authority Administrative offices. When all of these requirements have been satisfied, approval to begin construction will be granted on the Tenant Improvement Form and a copy returned to the Tenant. The form will indicate whether approval has been granted, and if not granted, the reason for denial.
6. All Tenants shall, within thirty (30) days after completion, submit to Business, Property and Administrative Services Department one set of "as built" plans. Also, an itemized summary of construction costs shall be forwarded to Business, Property and Administrative Services Department. The itemized summary shall be signed by the contractor and notarized.

NOTES: a.) For smaller projects costing less than \$5,000, the Authority may, at its discretion, waive any or all of the above requirements.
b.) Airport approval does not constitute a substitution of approval from any other governmental agency having jurisdiction.

PLANS AND SPECIFICATIONS

Plans shall be drawn to scale and dimensioned on standard size drawing sheets for future reference and file retention, and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that it conforms to the provisions of the governing codes, ordinances, rules and regulations. The minimum number of drawings normally acceptable with each set of plans submitted for final review and approval will generally consist of a plot plan, foundation plan, floor plan, elevations, framing section and details. Electrical, plumbing, heating and air conditioning plans and details shall be submitted when applicable. Foundation recommendations, including calculations and a soils investigation report shall be submitted when appropriate or requested by Airport Engineering. All design documents, including required calculations, shall be prepared, stamped, and signed by a licensed professional engineer or architect registered in the State of California. Engineers shall be licensed for the specific discipline required. Drawings/specifications and/or calculations prepared by contractors and/or fabricators will not be acceptable.

OTHER REQUIREMENTS INSURANCE REQUIREMENT

Contractor shall take out and maintain during the period of the Contract the following insurance and amounts unless a larger amount is specified on the Approval Request Form:

Comprehensive General Liability:	\$1,000,000 single limit for combined Bodily Injury and Property Damage for each occurrence. \$1,000,000 for Personal Injury for each occurrence.
Comprehensive Automobile Liability:	\$1,000,000 single limit for combined Bodily Injury and Property Damage for each occurrence.
Workers' Compensation:	California statutory requirements

Liability policies shall name the Burbank-Glendale-Pasadena Airport Authority as an Additional Insured. Certificates of Insurance on all policies shall be filed with Business, Property and Administrative Services Department. Each of said insurance policies shall contain a provision requiring the insurer to notify the Burbank-Glendale-Pasadena Airport Authority ten (10) days prior to the cancellation or material change in the Policy.

BOND REQUIREMENT

The Tenant shall require the contractor to obtain a material and labor bond equal to the contract price of the work. A copy of said bond shall be forwarded to Airport Engineering.

INDEMNIFICATION & DEFENSE AGREEMENT

The Tenant and its Contractor agree to and do hereby indemnify, defend and hold harmless the Burbank-Glendale-Pasadena Airport Authority, and its officers, agents, employees and contractors from all claims, demands, liabilities, losses, damages, costs and expenses, of any nature whatsoever, caused by or arising from, directly or indirectly, any act or omission (including, without limitation, negligent acts, negligent omissions, willful misconduct and any violation of the terms of that certain Lease between Tenant and Authority in, on or near the Bob Hope Airport by Contractor, or its subcontractors, agents or employees (including without limitation work done by Contractor for Tenant on Tenant's leased premises).

PREVAILING WAGES

As part of Tenant's obligations under the terms of the Lease to comply with applicable law, Tenant acknowledges and agrees that if Tenant is provided improvement funds from the Burbank-Glendale-Pasadena Airport Authority, or a rent credit based on timely construction of improvements, then Tenant

Exhibit E: Federal Requirements

For purposes of this Exhibit, references to “Tenant” shall be deemed to refer to Concessionaire.

1. General Civil Rights Provisions.

A. In all its activities within the scope of its airport program, Tenant 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, 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 Tenant transfers its obligation to another, the transferee is obligated in the same manner as Tenant.

D. The above provision obligates Tenant for the period during which the property is owned, used or possessed by Tenant and the airport remains obligated to the Federal Aviation Administration.

2. Civil Rights – Title VI Assurance.

A. During the performance of this contract, Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as “Tenant”) 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 U.S.C. § 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) including amendments thereto;

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 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 U.S.C. § 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 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);

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

7. The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

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

1. Compliance with Regulations: Tenant (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: Tenant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Tenant 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 including amendments thereto.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Tenant 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 Tenant of Tenant’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: Tenant 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 Tenant is in the exclusive possession of another who fails or refuses to furnish the information, Tenant 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 Tenant'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 Tenant under the contract until Tenant complies and/or;
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: Tenant 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. Tenant 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 Tenant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Tenant may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, Tenant may request the United States to enter into the litigation to protect the interests of the United States.

3. Transfer of Real Property Acquired or Improved Under the Airport Improvement Program

A. Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of such facilities.

B. In the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the Lease and to enter, re-enter, and repossess such lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

4. Construction/Use/Access to Real Property Acquired Under the Airport Improvement Program

A. Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of similar services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

B. In the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the Lease and to enter, re-enter, and repossess such lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

NEW ISSUE – BOOK-ENTRY ONLY

RATINGS: See “RATINGS” herein.

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the 2026A Bonds and the 2026B Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, except that no opinion is expressed as to the status of interest on any 2026B Bond for any period that such 2026B Bond is held by a “substantial user” of the facilities financed or refinanced by the 2026B Bonds or by a “related person” within the meaning of Section 147(a) of the Code. In the further opinion of Bond Counsel, interest on the 2026A Bonds is not a specific preference item for purposes of the federal individual alternative minimum tax. Bond Counsel observes that interest on the 2026B Bonds is a specific preference item for purposes of the federal individual alternative minimum tax and that interest on the 2026A Bonds and 2026B Bonds included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax. In the opinion of Bond Counsel, interest on the 2026C Bonds is not excluded from gross income for federal income tax purposes under Section 103 of the Code. In the further opinion of Bond Counsel, interest on the 2026 Bonds is exempt from State of California personal income taxes. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the 2026 Bonds. See “TAX MATTERS.”



[\$TOTAL PAR]*
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AIRPORT SENIOR REVENUE BONDS

[\$A PAR]*
2026 Series A
(Non-AMT)

[\$B PAR]*
2026 Series B
(AMT)

[\$C PAR]*
2026 Series C
(Taxable)

Dated: Date of Delivery

Due: July 1, as shown on the inside cover page

This cover page is not intended to be a summary of the terms of, or the security for, the 2026 Bonds, and is qualified by further description in this Official Statement. Investors are advised to read the Official Statement in its entirety to obtain information essential to the making of an informed investment decision. Capitalized terms not defined below shall have the meanings given to such terms in the Official Statement.

The Burbank-Glendale-Pasadena Airport Authority (the “Authority”) is issuing its Airport Senior Revenue Bonds, 2026 Series A (Non-AMT) (the “2026A Bonds”), Airport Senior Revenue Bonds, 2026 Series B (AMT) (the “2026B Bonds”) and Airport Senior Revenue Bonds, 2026 Series C (Taxable) (the “2026C Bonds” and, together with the 2026A Bonds and the 2026B Bonds, the “2026 Bonds”) under the Indenture (as defined herein). The 2026 Bonds are being issued to (i) finance a portion of the remaining costs of the Terminal Relocation Project at Bob Hope Airport (commonly known as Hollywood Burbank Airport), located in Los Angeles County, California, (ii) defease \$ _____ principal amount of outstanding Commercial Paper Notes, which were issued to provide interim financing for Terminal Relocation Project costs, (iii) pay interest on the 2026 Bonds to and including April 1, 2027, (iv) fund a deposit to the Senior Debt Service Reserve Fund or purchase a debt service reserve surety policy to be credited to the Senior Debt Service Reserve Fund, and (v) pay costs of issuance of the 2026 Bonds. See “PLAN OF FINANCE.”

The 2026 Bonds are being issued pursuant to an Amended and Restated Master Indenture of Trust, dated as of May 1, 2024 (the “Master Indenture”), between the Authority and The Bank of New York Mellon Trust Company, N.A., as Trustee (the “Trustee”), as supplemented by the Sixth Supplemental Indenture of Trust, dated as of May 1, 2026, (the “Sixth Supplemental Indenture” and together with the Master Indenture, as supplemented, the “Indenture”). In May 2024, the Authority issued its Airport Senior Revenue Bonds, 2024 Series A (Non-AMT), 2024 Series B (AMT), and 2024 Series C (Taxable) (collectively, the “2024 Bonds”), in the aggregate principal amount of \$724,780,000, to finance a portion of the costs of the Terminal Relocation Project. All of the 2024 Bonds are outstanding.

The 2026 Bonds will be issuable as fully registered bonds and, when issued, will be registered in the name of Cede & Co., the nominee of The Depository Trust Company, New York, New York (“DTC”), the securities depository for the 2026 Bonds. The 2026 Bonds will be available for purchase in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof. Purchasers of ownership interests in the 2026 Bonds will not receive physical bond certificates. As long as Cede & Co. is the registered owner as nominee of DTC, amounts due on the 2026 Bonds will be paid directly to such registered owner with such payment to be subsequently disbursed to the Beneficial Owners of the 2026 Bonds. Interest on the 2026 Bonds is payable on each January 1 and July 1, commencing January 1, 2027. See “THE 2026 BONDS.”

The 2026 Bonds will be subject to redemption as provided in this Official Statement.

The 2026 Bonds will be secured by the Trust Estate, subject to the terms of the Indenture. The Trust Estate consists primarily of Net Revenues. The 2026 Bonds, when issued, will constitute Senior Obligations under the Indenture. See “SECURITY FOR THE 2026 BONDS.” There are other outstanding Senior Obligations secured and payable from the Trust Estate on a parity basis with the 2024 Bonds and the 2026 Bonds. The Authority may issue additional Senior Obligations in the future, subject to the terms and conditions of the Indenture. See “SECURITY FOR THE 2026 BONDS – Additional Senior Obligations.”

The Authority has applied for a municipal bond insurance policy to insure the scheduled payment of debt service with respect to all or a portion of the 2026 Bonds, and has also applied for a debt service reserve surety policy. The Authority will determine whether to utilize bond insurance and/or a debt service reserve surety policy at the time of the sale of the 2026 Bonds, depending on market conditions and other factors.

The 2026 Bonds will not constitute a general obligation of the Authority but shall constitute and evidence special obligations of the Authority payable as to principal, Redemption Price, interest and other payments solely from the Trust Estate. The 2026 Bonds will not be secured by a legal or

This Preliminary Official Statement and the information contained therein are subject to change, completion or amendment without notice. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of any offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation, or sale would be unlawful.

equitable pledge of, or charge or lien upon, any property of the Authority or any of its income or receipts except the Trust Estate. Neither the faith and credit nor the taxing power of the State of California or any public agency thereof, including the Cities of Burbank, Glendale and Pasadena, will be pledged to the payment of the 2026 Bonds. The payment of the 2026 Bonds will not constitute a debt, liability or obligation of the State of California or any public agency thereof, including the Cities of Burbank, Glendale and Pasadena, other than the special obligation of the Authority as provided in the Indenture. The Authority has no taxing power.

Maturity Schedule on Inside Front Cover

The 2026 Bonds are offered when, as and if issued, subject to the approval of validity by Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority. Certain legal matters will be passed upon by Orrick, Herrington & Sutcliffe LLP as Disclosure Counsel to the Authority, and by Richards, Watson & Gershon, A Professional Corporation, General Counsel to the Authority. Certain legal matters will be passed upon for the Underwriters by their counsel, Stradling Yocca Carlson & Rauth LLP. It is anticipated that the 2026 Bonds in definitive form will be available for delivery through the facilities of DTC on or about [____], 2026.

BofA SECURITIES

J.P. MORGAN

RAMIREZ & CO., INC.

BARCLAYS

**LOOP
CAPITAL MARKETS**

**RBC
CAPITAL MARKETS**

**SIEBERT WILLIAMS
SHANK & CO., LLC**

Dated: [____], 2026

MATURITY SCHEDULE

[\$A PAR]*
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AIRPORT SENIOR REVENUE BONDS
2026 SERIES A
(NON-AMT)

Maturity (July 1)	Principal Amount*	Interest Rate	Yield	Price	CUSIP†
	\$	%	%		

\$ _____ % 2026A Term Bonds due July 1, 20 __, Yield _____ %, Price _____, CUSIP No. _____ †

[\$B PAR]*
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AIRPORT SENIOR REVENUE BONDS
2026 SERIES B
(AMT)

Maturity (July 1)	Principal Amount*	Interest Rate	Yield	Price	CUSIP†
	\$	%	%		

\$ _____ % 2026B Term Bonds due July 1, 20 __, Yield _____ %, Price _____, CUSIP No. _____ †

* Preliminary, subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems, Inc. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the Authority, the Underwriters or their agents or counsel assumes responsibility for the accuracy of such numbers.

\$(C PAR)*
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AIRPORT SENIOR REVENUE BONDS
2026 SERIES C
(TAXABLE)

Maturity (July 1)	Principal Amount*	Interest Rate	Yield	Price	CUSIP†
	\$	%	%		

* Preliminary, subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems, Inc. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the Authority, the Underwriters or their agents or counsel assumes responsibility for the accuracy of such numbers.

RENDERINGS OF REPLACEMENT PASSENGER TERMINAL



[MORE PHOTOS TO COME]

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

AUTHORITY COMMISSION MEMBERS

Jess A. Talamantes, *President*
Tyron Hampton, *Vice President/Treasurer*
Frank Quintero, *Secretary*
Andy Wilson, *Auditor*
Elen Asatryan
Emily Gabel-Luddy
Jason Lyon
Ara Najarian
Robert Ovrom

SENIOR MANAGEMENT OF THE AIRPORT

John T. Hatanaka
Executive Director

Kathy David
Senior Deputy Executive Director

Scott Kimball, CM
Deputy Executive Director,
Business Development

Stephanie Gunawan-Piraner, PE, PMP
Deputy Executive Director,
Planning and Development

Edward B. Skvarna
Chief of Police and Director of Public Safety

Greg Rabinovitz
Chief of Staff

Thomas Henderson, A.A.E.
Director, Business & Properties

Nerissa Sugars
Director, Communications and Air Service; Public
Information Officer

Grigor Gevorgyan, CPA
Director, Financial Services

Patrick J. Lammerding
Deputy Executive Director,
Operations

David Kwon, CPA
Deputy Executive Director,
Finance and Administration

Lewis Pianka
Chief, Fire Department

Pamela Marcello
Senior Director, Government and Public Affairs

Maggie Martinez
Director, Noise and Environmental Affairs

Kimberly Parker-Polito
Director, Information and Communication
Technologies

[Currently Vacant]
Director, Operations

Sharon Froio
Director, Human Resources

PROFESSIONAL SERVICES

Public Resources Advisory Group
Municipal Advisor

Orrick, Herrington & Sutcliffe LLP
Bond and Disclosure Counsel

Richards, Watson & Gershon
General Counsel

Ricondo & Associates, Inc.
Airport Consultant

The Bank of New York Mellon
Trust Company, N.A.
Trustee, Bond Registrar and Paying Agent

This Official Statement is provided in connection with the initial offering and sale of the Burbank-Glendale-Pasadena Airport Authority Airport Senior Revenue Bonds, 2026 Series A (Non-AMT), 2026 Series B (AMT), and 2026 Series C (Taxable) (together, the “2026 Bonds”) and may not be reproduced or be used, in whole or in part, for any other purpose. The information contained in this Official Statement has been derived from information provided by the Authority and other sources which are believed to be reliable. This Official Statement is not to be construed as a contract or agreement between the Authority or the Underwriters and purchasers or owners of any of the 2026 Bonds.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities law as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

The information and expressions of opinion herein speak as of their date unless otherwise noted and are subject to change without notice. Neither the delivery of this Official Statement nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Authority or the Airport since the date hereof.

Certain statements contained in this Official Statement do not reflect historical facts but are forecasts and “forward-looking statements.” No assurance can be given that the future results discussed herein will be achieved, and actual results may differ materially from the forecasts described herein. In this respect, the words “estimate,” “forecast,” “project,” “anticipate,” “expect,” “intend,” “plan,” “believe” and similar expressions are intended to identify forward-looking statements. All projections, forecasts, assumptions and other forward-looking statements are expressly qualified in their entirety by the cautionary statements set forth in this Official Statement. The Authority disclaims any obligation to update any forward-looking statements, including to reflect occurrences or unanticipated events or circumstances after the date of this Official Statement, except to the extent expressly required by the Authority’s continuing disclosure agreement described in this Official Statement.

No dealer, broker, salesperson or other person has been authorized by the Authority or the Underwriters to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, 2026 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The 2026 Bonds have not been registered under the Securities Act of 1933, as amended, in reliance upon an exemption contained in such Act. The 2026 Bonds have not been registered or qualified under the securities laws of any state.

The Authority undertakes no responsibility for and makes no representation as to the accuracy, timeliness or completeness of information contained on websites referenced in this Official Statement, including but not limited to, such information or links to other internet sites accessed through such websites. No information contained on such websites or the Authority’s social media accounts are incorporated in this Official Statement, except as expressly noted.

TABLE OF CONTENTS

	Page
INTRODUCTION	1
Use of Proceeds	2
The Authority	2
2026 Bonds Authorization.....	2
The Airport.....	2
Airlines Serving the Airport; Airport Use Agreements.....	4
Airport Consultant’s Report	5
2026 Bonds.....	5
Outstanding Senior Obligations	5
Security for the 2026 Bonds.....	6
Potential Bond Insurance and/or Debt Service Reserve Surety Policy.....	7
Continuing Disclosure.....	7
Certain Investment Considerations.....	7
Miscellaneous.....	7
TERMINAL RELOCATION PROJECT	8
History of the Airport and the Terminal Relocation Project	10
Burbank Voter Approval of Measure B	10
Environmental Reviews	11
Project Management; Progressive Design-Build Project Delivery.....	11
Terminal Relocation Project Construction Progress; Certificates of Occupancy Timeline.....	14
Operational Readiness Activation and Transfer.....	15
Terminal Relocation Project Participants	15
BWP Electrical Services Agreement.....	17
California High-Speed Rail Authority Settlement.....	17
PLAN OF FINANCE	18
AIRPORT USE AGREEMENTS.....	19
Existing AUA.....	19
2024 Amendment to Existing AUA	20
New AUA.....	20
Information Concerning Airlines	22
ESTIMATED SOURCES AND USES OF FUNDS FOR THE 2026 BONDS	23
DEBT SERVICE SCHEDULE	24
THE 2026 BONDS	26
General	26
Book-Entry Only System	26
Redemption	26
SECURITY FOR THE 2026 BONDS.....	28
Pledge of Trust Estate; Net Revenues	28
Released Revenues.....	31
Obligations Issued or Incurred under the Indenture	32
Flow of Funds.....	33
Rate Covenant	36
Senior Debt Service Reserve Fund.....	37
Additional Senior Obligations.....	38
Additional Subordinate Obligations	40
Junior Subordinate Obligations, Special Facility Obligations and Other Indebtedness	41
Limitation on Remedies	41

TABLE OF CONTENTS
(continued)

	Page
THE AUTHORITY	42
Organization and Powers.....	42
Authority Commission Members	42
Joint Powers Agreement.....	42
Employees; Employee Retirement Plans.....	43
Contractors	44
THE AIRPORT	44
Description of the Airport and Existing Terminal Building.....	44
Regional Intermodal Transportation Center	45
Accessibility	45
Airport Manager and the Airport Management Services Agreement.....	46
Senior Management.....	47
Insurance	49
Capital Improvements	49
Outstanding Debt.....	50
Certain Considerations Taken Into Account for FY 2027 Budget	51
AIRPORT OPERATIONS STATISTICS	53
Airport Traffic.....	53
Passenger Demand	54
Nearby Airports.....	55
Passenger Airline Operations	56
Airline Market Shares	56
Cargo and Other Non-Airline Services	58
SOURCES OF REVENUES	60
General	60
Parking Fees	62
Tenant Rent	62
Concession Fees	64
Landing Fees	65
Customer Facility Charges.....	66
Passenger Facility Charges.....	66
HISTORICAL FINANCIAL INFORMATION	67
Historical Operating Results	67
Investment of Airport Funds	70
Historical Debt Service Coverage	71
ENVIRONMENTAL MATTERS AFFECTING AIRPORT OPERATIONS.....	74
Noise Restrictions	74
Noise Abatement Programs.....	75
Regulated and Hazardous Substances	75
Emission Standards	77
AIRPORT CONSULTANT REPORT	77
Overview	78
Projected Net Revenues and Debt Service Coverage.....	78
Projected Revenue From Rent and Fees, and Cost Per Enplanement.....	81
CERTAIN INVESTMENT CONSIDERATIONS	82
General	82

TABLE OF CONTENTS
(continued)

	Page
2026 Bonds Special Obligations of Authority.....	83
Uncertainties of Projections and Assumptions.....	83
Expiration and Potential Termination of Airport Use Agreements	83
Certain Factors Affecting the Terminal Relocation Project	84
BWP Electrical Services Agreement.....	85
Certain Factors Affecting the Airline Industry and Air Travel	85
Competition.....	86
Economic Conditions of Air Trade Area.....	87
Effects of Airline Bankruptcy	87
Effects of Bankruptcy of Tenant, Concessionaire, or other Contracting Party.....	88
Effects of Bankruptcy of Program Manager or Design-Builder.....	88
Effect of Authority Bankruptcy.....	88
Bankruptcy of the Airport Manager	89
Investment Losses	90
Credit Risk of Financial Institutions Providing Credit Enhancement and Other Financial Products	
Relating to Airport Bonds	90
Availability of Pledged Customer Facility Charges.....	90
Risks Related to the Authority’s Capital Projects	91
Federal Funding.....	92
Operations at the Airport.....	92
Certain Factors Particular to the Airport	93
Technological Innovations	94
Seismic and other Natural Disasters or Emergencies	95
Environmental Matters and Climate Change.....	95
Cyber and Data Security.....	96
Regulatory Uncertainties.....	97
Regulation of Rates and Charges	97
Aviation Security.....	98
Effect of Pandemic and Other Unforeseen Events	99
Initiatives and Referenda.....	99
Limitations on Remedies.....	99
Potential Limitations of Tax Exemption of Interest on the 2026 Bonds	99
LITIGATION	100
LEGAL MATTERS	100
TAX MATTERS	100
2026A Bonds and 2026B Bonds (Non-AMT/AMT).....	100
2026C Bonds (Taxable).....	102
UNDERWRITING	104
RATINGS	105
CONTINUING DISCLOSURE.....	106
MUNICIPAL ADVISOR	106
AIRPORT CONSULTANT.....	106
FINANCIAL STATEMENTS.....	106
MISCELLANEOUS.....	107

TABLE OF CONTENTS
(continued)

	Page
APPENDIX A AIRPORT CONSULTANT REPORT	A-1
APPENDIX B AUDITED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2025 AND 2024	B-ERROR! BOOKMARK NOT DEFINED.
APPENDIX C-1 COPY OF AMENDED AND RESTATED MASTER INDENTURE	C-1-ERROR! BOOKMARK NOT DEFINED.
APPENDIX C-2 FORM OF SIXTH SUPPLEMENTAL INDENTURE	C-2-ERROR! BOOKMARK NOT DEFINED.
APPENDIX D-1 SUMMARY OF CERTAIN PROVISIONS OF EXISTING AUA ..	D-1-ERROR! BOOKMARK NOT DEFINED.
APPENDIX D-2 SUMMARY OF CERTAIN PROVISIONS OF NEW AUA .	D-2-ERROR! BOOKMARK NOT DEFINED.
APPENDIX E DTC BOOK-ENTRY ONLY SYSTEM	E-ERROR! BOOKMARK NOT DEFINED.
APPENDIX F PROPOSED FORM OF BOND COUNSEL OPINION	F-ERROR! BOOKMARK NOT DEFINED.
APPENDIX G PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT	G-ERROR! BOOKMARK NOT DEFINED.

OFFICIAL STATEMENT

relating to

**[\$[TOTAL PAR]*
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AIRPORT SENIOR REVENUE BONDS**

**[\$[A PAR]*
2026 SERIES A
(NON-AMT)**

**[\$[B PAR]*
2026 SERIES B
(AMT)**

**[\$[C PAR]*
2026 SERIES C
(TAXABLE)**

INTRODUCTION

This Introduction does not purport to be complete, and reference is made to this Official Statement, appendices and the documents referred to for more complete information with respect to matters concerning the 2026 Bonds. Potential investors are encouraged to read the entire Official Statement. Capitalized terms used but not defined in the forepart of this Official Statement have the meanings set forth in the Indenture. See APPENDIX C-1: “COPY OF AMENDED AND RESTATED MASTER INDENTURE” and APPENDIX C-2: “FORM OF SIXTH SUPPLEMENTAL INDENTURE.”

This Official Statement, including the cover page, inside cover pages and appendices hereto, is furnished in connection with the offering by the Burbank-Glendale-Pasadena Airport Authority (the “Authority”) of \$[A PAR]* aggregate principal amount of Airport Senior Revenue Bonds, 2026 Series A (Non-AMT) (the “2026A Bonds”), \$[B PAR]* aggregate principal amount of Airport Senior Revenue Bonds, 2026 Series B (AMT) (the “2026B Bonds”), and \$[C PAR]* aggregate principal amount of Airport Senior Revenue Bonds, 2026 Series C (Taxable) (the “2026C Bonds” and, together with the 2026A Bonds and the 2026B Bonds, the “2026 Bonds”). The 2026 Bonds are being issued pursuant to the Amended and Restated Master Indenture of Trust, dated as of May 1, 2024 (the “Master Indenture”), between the Authority and The Bank of New York Mellon Trust Company, N.A. (the “Trustee”), as supplemented by the Sixth Supplemental Indenture of Trust, dated as of May 1, 2026 (the “Sixth Supplemental Indenture” and together with the Master Indenture, as supplemented, the “Indenture”).

Bob Hope Airport (commonly known as Hollywood Burbank Airport) (the “Airport”) is owned and operated by the Authority and is located approximately 12 miles northwest of downtown Los Angeles. The Authority is undertaking the Terminal Relocation Project (defined below, see “– The Airport – *Terminal Relocation Project*”) to replace the existing 14-gate 232,000-square-foot passenger terminal with a new 14-gate 355,000-square-foot terminal building (the “Replacement Passenger Terminal”) that will meet modern safety and design standards. The Terminal Relocation Project will also provide a higher level of passenger service.

Since breaking ground in January 2024, construction of the Terminal Relocation Project has been proceeding on schedule. The expected cost of the Terminal Relocation Project is approximately \$1.3 billion. As of March 2026, the Replacement Passenger Terminal and other major components of the Terminal Relocation Project (including a new parking garage, new airline support facilities, airside and landside elements) are about 75% finished. The Authority’s project team is working to complete installation of various systems, such as heat-ventilation-air conditioning (“HVAC”), fire protection, and baggage handling systems. The Authority expects that the Replacement Passenger Terminal will begin serving passengers on October 13, 2026, as scheduled. The construction of the Replacement Passenger Terminal (which is located in the northeast quadrant of the Airport) has not impacted the passenger operations at the existing terminal (located in the southeast quadrant). Once passenger operations commence at the Replacement Passenger Terminal, the existing passenger terminal will close for demolition.

The Authority issued its Airport Senior Revenue Bonds, 2024 Series A (Non-AMT), 2024 Series B (AMT) and 2024 Series C (Taxable) (collectively, the “2024 Bonds”) in May 2024, in the aggregate principal amount of \$724,780,000. The 2026 Bonds will be secured by the Trust Estate, as defined in the Indenture, on a parity with the 2024 Bonds and other Senior Obligations. The 2024 Bonds were issued, and the 2026 Bonds are being issued, to finance a portion of the remaining costs of the Terminal Relocation Project at the Airport. The Authority has also established a commercial paper program (the “CP Program”) and has issued commercial paper notes (the “Commercial

* Preliminary, subject to change.

Paper Notes”) to provide interim financing for Terminal Relocation Project costs. The Commercial Paper Notes and certain reimbursement obligations to related letter of credit banks are secured by a pledge of the Trust Estate on a parity with the 2024 Bonds and 2026 Bonds. A portion of the proceeds of the 2026 Bonds will be used to defease most of the outstanding Commercial Paper Notes. The Authority has determined the principal amount of the 2026 Bonds, such that the 2026 Bond proceeds, together with other sources of funds, are expected to be sufficient to pay for all remaining Terminal Relocation Project costs. See “PLAN OF FINANCE.” While the Authority does not anticipate issuing other bonds for the Terminal Relocation Project, the CP Program provides the Authority the option to issue additional Commercial Paper Notes, if there is an unanticipated Replacement Passenger Terminal opening delay or if there are unexpected project costs. For Commercial Paper Notes that are not defeased with proceeds of the 2026 Bonds and for any Commercial Paper Notes that may be issued after the issuance of the 2026 Bonds, it is currently expected that they will be rolled over until after the Replacement Passenger Terminal opens and be paid in full with available revenue or other cash on hand. The currently outstanding Commercial Paper Notes not defeased with proceeds of the 2026 Bonds will be paid at maturity, or be rolled over and paid within one year of Replacement Passenger Terminal opening.

Use of Proceeds

Proceeds of the 2026 Bonds will be used to (i) finance a portion of the remaining costs of the Terminal Relocation Project, (ii) defease \$ _____ principal amount of outstanding Commercial Paper Notes which were issued to provide interim financing for Terminal Relocation Project costs, (iii) pay interest on the 2026 Bonds to and including April 1, 2027, (iv) fund a deposit to the Senior Debt Service Reserve Fund or purchase a debt service reserve surety policy to be credited to the Senior Debt Service Reserve Fund, and (v) pay costs of issuance of the 2026 Bonds. See “PLAN OF FINANCE” and “ESTIMATED SOURCES AND USES OF FUNDS.”

The Authority

The Authority is a joint powers agency created in June 1977 pursuant to the Joint Exercise of Powers Act (commencing with Section 6500 of the California Government Code) (the “Joint Powers Act”) and an agreement (the “Joint Powers Agreement”) among the Cities of Burbank, Glendale and Pasadena, California (the “Cities”). It was formed for the purpose of acquiring and operating the Airport. The Authority is governed by a nine-member Commission (the “Authority Commission”). Each City appoints three members of the Authority Commission. See “THE AUTHORITY.”

2026 Bonds Authorization

The Authority is issuing the 2026 Bonds under the authorization of Article 4 of the Joint Powers Act and a resolution adopted by the Authority Commission on [April 6], 2026.

The Airport

Overview

The Airport is owned and operated by the Authority and located approximately 12 miles northwest of downtown Los Angeles. It is on a 555-acre site (the “Site”), 445 acres of which is within the City of Burbank (“Burbank”) and the remaining portion of which is within the City of Los Angeles. It is a medium hub airport by Federal Aviation Administration (“FAA”) classification. Its primary service area is Los Angeles County and Ventura County (the “Air Trade Area”). By population, the Air Trade Area is larger than most metropolitan regions in the United States. During Fiscal Year (“FY”) 2025, there were over 6.5 million passenger enplanements and deplanements at the Airport. Southwest Airlines (“Southwest”) has been the Airport’s largest airline in terms of passenger count since FY 1991, accounting for 55.5% of the total FY 2025 enplaned and deplaned passengers. Southwest, together with other commercial airlines, provide non-stop flights from the Airport to over 30 destinations throughout the United States. See “Airlines Serving the Airport; Airport Use Agreements” below. There are also cargo planes, fixed base operators and military aircraft that operate out of the Airport.

Existing Facilities

The Airport's current passenger terminal facilities are comprised of three connected buildings aggregating approximately 232,000 square feet, with two concourses (Terminal A and Terminal B) and administration offices (the "Existing Terminal Building"). The Existing Terminal Building has 14 aircraft gates and is located in the southeast quadrant of the Airport. In addition to the Existing Terminal Building, the Airport's facilities include two runways, an intermodal transportation center, parking facilities (in addition to those provided in the intermodal transportation center), general aviation facilities, and other supporting facilities.

Terminal Relocation Project

The "Terminal Relocation Project" includes: (a) the design, construction, improvement and equipping of the Replacement Passenger Terminal to replace the Existing Terminal Building in the northeast quadrant of the Site, along with a new public parking garage (currently anticipated to have 2,000 spaces) to replace an existing parking structure; (b) associated landside and airside improvements, including roadways, employee parking facilities, a new 16,000 square foot building for airline support facilities (the "Airline Support Facilities Building"), and other associated infrastructure to serve the Replacement Passenger Terminal; and (c) the demolition of the Existing Terminal Building and a parking structure (the "Existing Short-Term Parking Garage") in the southeast quadrant of the Site and the demolition of an air cargo and ground service support building (the "Existing Air Cargo Building") in the southwest quadrant of the Site, and work related to such demolition. The costs of the Terminal Relocation Project also include the Authority's share of the cost of a community electric utility substation (the "Substation") which is being built to secure long-term, sufficient electricity required to operate the Airport. The Substation will be located on the Site and is being built and operated by Burbank acting through Burbank Water & Power ("BWP"). The Authority's total estimated cost for the Terminal Relocation Project (including the Authority's share of the cost of the Substation) is approximately \$1.3 billion.

As of March 2026, the Replacement Passenger Terminal, the new parking garage and the new Airline Support Facilities Building, as well as airside and landside elements essential to the opening of the Replacement Passenger Terminal, are about 75% complete. The Authority's project team is working to complete installation of various systems (e.g., HVAC, fire protection, and baggage handling systems). The Authority expects that Temporary Certificates of Occupancy for each of the Replacement Passenger Terminal, the parking garage and the Airline Support Facilities Building will be issued during or before summer 2026, in sufficient time for the targeted October 13, 2026 Replacement Passenger Terminal opening date. The Replacement Passenger Terminal and the parking garage building are allowed to commence serving the public, and the Airline Support Facilities Building is permitted to begin occupancy, under Temporary Certificates of Occupancy until the respective final Certificates of Occupancy are issued.

Pursuant to a Development Agreement, dated January 10, 2017 (the "Development Agreement"), between the Authority and Burbank, when the Replacement Passenger Terminal opens, all passenger operations will move from the Existing Terminal Building to the Replacement Passenger Terminal and the Existing Terminal Building will close for demolition. The Authority plans to demolish the Existing Terminal Building within twelve months of the opening of the Replacement Passenger Terminal.

In addition to proceeds of the 2024 Bonds and the 2026 Bonds, the sources for the funding of the Terminal Relocation Project include federal grants, revenue from Passenger Facility Charges and a portion of the Authority's available cash held in the Authority's Facility Development Reserve, which was established to provide for the eventual development of facilities to replace the Existing Terminal Building. See Table 14 for more information on the Facility Development Reserve. The Authority also established the CP Program in 2023, as a source of interim financing for the Terminal Relocation Project. Under the CP Program, the Authority may issue up to \$200 million of Commercial Paper Notes. As of April 1, 2026, there were \$ _____ principal amount of Commercial Paper Notes outstanding. Proceeds of the 2026 Bonds will be used to defease \$ _____ principal amount of the Commercial Paper Notes. See "Outstanding Senior Obligations" below. The Authority does not anticipate issuing other bonds for the Terminal Relocation Project. The Authority may issue additional Commercial Paper Notes, if there is an unanticipated Replacement Passenger Terminal opening delay or if there are unexpected project costs. For Commercial Paper Notes that are not defeased with proceeds of the 2026 Bonds and for any Commercial Paper Notes that may be issued after the issuance of the 2026 Bonds, it is expected that they will be rolled over until after the Replacement Passenger Terminal opens and the principal and interest thereon will be paid in full with available revenue or other cash on hand.

The currently outstanding Commercial Paper Notes not defeased with proceeds of the 2026 Bonds will be paid at maturity, or be rolled over and paid within one year of Replacement Passenger Terminal opening.

See “TERMINAL RELOCATION PROJECT” and “PLAN OF FINANCE.”

Airlines Serving the Airport; Airport Use Agreements

Significant to the Airport’s operations and the Authority’s revenues are the Authority’s contracts with the commercial airlines that operate at the Airport. Each commercial airline operates at the Airport pursuant to either: (i) a multi-year contract, called an “Airport Use Agreement” or “AUA,” or (ii) a contract that provides for a month-to-month term, called an “Operating Permit.” Airlines that operate at the Airport under AUAs are called “Signatory Airlines.” Those with Operating Permits are called “Non-Signatory Airlines.”

Currently, there are five Signatory Airlines – Southwest, Alaska Airlines (“Alaska”), American Airlines (“American”), Delta Air Lines, Inc. (“Delta”) and United Airlines, Inc. (“United”). These Signatory Airlines accounted for approximately 86.7% of the total number of passengers enplaned and deplaned at the Airport in FY 2025. Non-Signatory Airlines that operate flights at the Airport include JetBlue Airways (“JetBlue”), Frontier Airways (“Frontier”), Spirit Airlines (“Spirit”), Allegiant Air (“Allegiant”) and Breeze Airways (“Breeze”). The Signatory Airlines and the Non-Signatory Airlines, together, offer non-stop service from the Airport to over 30 destinations throughout the United States. In late 2025, Alaska announced new seasonal daily flights between the Airport and Honolulu beginning May 2026, and Southwest also announced its launch of peak-day non-stop service between the Airport and Honolulu beginning August 2026. It is expected that, when the Replacement Passenger Terminal opens, Southwest will continue to represent the largest share of the Airport’s commercial flight activities.

Each of the Signatory Airlines are parties to two Airport Use Agreements. One agreement (the “Existing AUA”) governs the airline’s current operations at the Airport. The second agreement (the “New AUA”) will govern the airline’s operations starting on the Commencement Date. The “Commencement Date” is the date on which the Authority allows the airlines to begin revenue-generating operations at the Replacement Passenger Terminal, which is currently expected to occur on October 13, 2026. All Existing AUAs have substantially identical terms. All New AUAs have substantially identical terms.

A Signatory Airline’s rents and fees under an Existing AUA are calculated based on rates set by the Authority before the start of each Fiscal Year; provided that the Authority may make certain extraordinary adjustments if its revenues are insufficient to satisfy operating expenses during that Fiscal Year. The Authority has not raised the rates under the Existing AUAs (nor has it invoked the extraordinary adjustment provisions) since July 2012. Each Existing AUA will expire on the earlier of: (a) the Commencement Date, or (b) June 30, 2030.

Each New AUA has an expiration date of June 30, 2035 (which may be extended to June 30, 2040 by mutual agreement). Each Signatory Airline’s rent and fees will be calculated differently under the New AUA in comparison to the Existing AUA. The New AUA follows a “residual” rate-setting method (in contrast to a hybrid-residual model under the Existing AUA). The formulas under the New AUA are designed so that the rent and fees will be adjusted each Fiscal Year to sufficiently cover the Authority’s expenditures and expenses to operate the Airport for that Fiscal Year (including amounts to be paid or set aside pursuant to the Indenture, such as debt service payments on Obligations issued by the Authority, debt service reserve deposits and operating reserve deposits required by the Indenture). In addition, the landing fee formula under the New AUA permits the Authority to accumulate and maintain sufficient cash (or cash equivalent) to allow the Airport to continue operation for 540 days in the event of an unforeseen revenue interruption (such as the one caused by the COVID-19 pandemic).

The Non-Signatory Airlines and two cargo carriers (FedEx Corporation and United Parcel Service, Inc.) operate at the Airport under Operating Permits. Each Operating Permit has, effectively, a month-to-month term. Under each Existing AUA, the Authority has covenanted that the landing fees and space rent under an Operating Permit must have rates higher than those charged under an Existing AUA. Under each New AUA, the Authority further covenants that the rent and landing fees under an Operating Permit must be at least 135% of the rates charged under a New AUA.

See “AIRPORT USE AGREEMENTS” and “CERTAIN INVESTMENT CONSIDERATIONS – Expiration and Possible Termination of Airport Use Agreements,” and “ – Initiatives and Referenda.” Also see discussion under “AIRPORT CONSULTANT REPORT – Projected Net Revenues and Debt Service Coverage” regarding the increase in rent and fees to be paid by the airlines pursuant to the New AUAs after the Replacement Passenger Terminal opens and after the capitalized interest period for the 2024 Bonds and the 2026 Bonds, due to the Authority’s increased debt service obligations after issuing bonds to fund Terminal Relocation Project costs.

Airport Consultant’s Report

Ricondo & Associates, Inc. (“Ricondo”) has served as consultant to the Authority with respect to the issuance of the 2026 Bonds. Ricondo has provided consulting services to the Authority for over 20 years. In Ricondo’s capacity as consultant to the Authority with respect to the 2026 Bonds, Ricondo prepared and provided the Report of the Airport Consultant attached to this Official Statement as APPENDIX A (the “Airport Consultant Report”). The Airport Consultant Report has been included in this Official Statement in reliance on the authority of Ricondo and its subconsultants as experts in traffic matters and financial projections relating to airports such as the Airport.

In the Airport Consultant Report, Ricondo concludes that Net Revenues in each year during the projection period through FY 2032 (the “Projection Period”) will be sufficient to satisfy the Authority’s obligations under the Indenture while maintaining reasonable levels of passenger airline cost per enplaned passenger. Among other assumptions, the projections in the Airport Consultant Report assume that the Replacement Passenger Terminal will begin operation by October 13, 2026, and that the rent and fees paid by the Signatory Airlines will follow the methodologies set forth in the New AUA starting in FY 2027. While the Authority has provided certain historical information as to Airport operations and financial results included in the Airport Consultant Report and believes that the assumptions, conclusions and projections in the Airport Consultant Report are reasonable, the Authority assumes no responsibility for the conclusions or projections found in the Airport Consultant Report.

As stated in the Airport Consultant Report, all projections are subject to uncertainties. There will likely be differences between projected and actual results, and those differences may be material and adverse. The Airport Consultant Report has not been updated to reflect the final terms of the 2026 Bonds or other changes occurring after the date of such report.

See “AIRPORT CONSULTANT REPORT – Projected Net Revenues and Debt Service Coverage” and “ – Projected Revenues from Rent and Fees, and Cost per Enplanement” and the Airport Consultant Report in APPENDIX A.

2026 Bonds

The 2026 Bonds will be dated their date of delivery and will bear interest from that date, payable on each January 1 and July 1, commencing January 1, 2027, at the interest rates, and will mature on July 1 in the years and principal amounts, set forth on the inside cover page of this Official Statement. The 2026 Bonds will be issuable as fully registered bonds and, when issued, will be registered in the name of Cede & Co., the nominee of The Depository Trust Company, New York, New York, the securities depository for the 2026 Bonds. The 2026 Bonds will be available for purchase in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof. The 2026 Bonds will be subject to redemption prior to maturity. See “THE 2026 BONDS.”

Outstanding Senior Obligations

Currently outstanding Senior Obligations, which rank on a parity with the 2026 Bonds with respect to the pledge of the Trust Estate, include the outstanding 2012 Bonds, 2024 Bonds, Commercial Paper Notes, and Commercial Paper Reimbursement Obligations.

The outstanding 2012 Bonds are comprised of (i) \$6,715,000 in principal amount Airport Revenue Bonds 2012 Series A (AMT) (the “2012A Bonds”) and (ii) \$55,990,000 in principal amount Airport Revenue Bonds 2012 Taxable Series B (the “2012B Bonds” and together with the 2012A Bonds, the “2012 Bonds”). The 2024 Bonds are comprised of (i) \$34,680,000 in principal amount Airport Senior Revenue Bonds 2024 Series A (Non-AMT), (ii)

\$642,420,000 in principal amount Airport Senior Revenue Bonds 2024 Series B (AMT), and (iii) \$47,680,000 in principal amount Airport Senior Revenue Bonds 2024 Series C (Taxable). (See “– Security for the 2026 Bonds” below).

Pursuant to the Third Supplemental Indenture, the Authority elected to pledge certain Customer Facility Charges (“Pledged Customer Facility Charges”) as part of the security for the 2012 Bonds. No Customer Facility Charges are pledged as security for the 2024 Bonds, the 2026 Bonds, or the Commercial Paper Notes. Historically, except for FY 2021 (due to the impact of COVID-19 on passenger traffic at the Airport), the Pledged Customer Facility Charges have been sufficient to pay most of the principal and interest due on the 2012 Bonds each Fiscal Year. The total FY 2025 Customer Facility Charge revenue (approximately \$5,913,505) actually exceeded the 2012 Bonds debt service payment (\$5,833,134). See “SOURCES OF REVENUE – Customer Facility Charges.” The Third Supplemental Indenture also established a 2012 Series Debt Service Reserve Fund, which secures only the 2012 Bonds.

The Authority Commission approved the CP Program in 2023, to provide a source for interim financing, as needed, for the Terminal Relocation Project. Pursuant to an Issuing and Paying Agent Agreement, dated as of June 1, 2023, as amended (the “CP Issuing and Paying Agent Agreement”), the Authority may issue up to \$200 million of Commercial Paper Notes. The Authority has entered into reimbursement agreements with two banks in connection with the banks’ issuance of irrevocable direct-pay letters of credit to support the Commercial Paper Notes. Certain Authority payment obligations (for reimbursement of draws under the letters of credit) pursuant to these agreements constitute “Commercial Paper Reimbursement Obligations” under the Indenture. As of [April 1], 2026 \$ _____ principal amount of the Commercial Paper Notes were outstanding. Proceeds of the 2026 Bonds will be used to defease \$ _____ principal amount of the Commercial Paper Notes. The Authority plans to use other cash-on-hand or revenues to pay principal and interest, when due, on the remaining Commercial Paper Notes.

See “THE AIRPORT – Outstanding Debt.”

Security for the 2026 Bonds

The 2026 Bonds will be secured by the Trust Estate, subject to the terms of the Indenture. The Trust Estate consists primarily of Net Revenues. Net Revenues, for any period of time, consist of the Revenues for such period less the Operating Expenses for such period.

The Indenture defines “Bonds” as bonds issued under the Indenture, which may be Senior Bonds, Subordinate Bonds or Junior Subordinate Bonds. The 2012 Bonds and 2024 Bonds are, and the 2026 Bonds will be, Senior Bonds.

In addition to the Senior Bonds, the Commercial Paper Notes and the Commercial Paper Reimbursement Obligations, the Indenture permits the Authority to incur other “Senior Obligations” pursuant to one or more Issuing Instruments, subject to the terms and conditions set forth in the Indenture. Similarly, other than the Subordinate Bonds and Junior Subordinate Bonds, the Authority may incur additional “Subordinate Obligations” and additional “Junior Subordinate Obligations” pursuant to Issuing Instruments, subject to the terms and conditions set forth in the Indenture.

With respect to the pledge of the Trust Estate, Senior Obligations rank senior in payment and priority to all Subordinate Obligations and Junior Subordinate Obligations. Subordinate Obligations rank senior in payment and priority to Junior Subordinate Obligations. There are no Subordinate Obligations or Junior Subordinate Obligations outstanding, and the Authority has no plan to issue any at this time.

The Indenture establishes a Senior Debt Service Reserve Fund, which secures the Senior Bonds issued under the Indenture, unless otherwise specified (for example, a separate debt service reserve fund was established for the 2012 Bonds, see “– Outstanding Senior Obligations” above). When the 2024 Bonds were issued, the Authority purchased a debt service reserve surety policy in the initial amount of \$48,607,906.50 (which was the Senior Debt Service Reserve Requirement at the time of the issuance of the 2024 Bonds) (the “2024 Reserve Policy”) issued by Assured Guaranty Inc. A portion of the proceeds of the 2026 Bonds are expected to be used to fund a deposit to the Senior Debt Service Reserve Fund or purchase a debt service reserve surety policy to be credited to the Senior Debt

Service Reserve Fund. The 2024 Reserve Policy and the deposit to the Senior Debt Service Reserve Fund and/or purchase of a debt service reserve surety policy with a portion of the proceeds of the 2026 Bonds, together, will be sufficient to satisfy the Senior Debt Service Reserve Requirement upon the issuance of the 2026 Bonds.

The 2026 Bonds will be special obligations of the Authority payable from, and secured by a pledge of, the Trust Estate. The 2026 Bonds will not constitute a general obligation of the Authority but shall constitute and evidence special obligations of the Authority payable as to principal, Redemption Price, interest and other payments solely from the Trust Estate. The 2026 Bonds will not be secured by a legal or equitable pledge of, or charge or lien upon, any property of the Authority or any of its income or receipts except the Trust Estate. Neither the faith and credit nor the taxing power of the State of California or any public agency thereof, including the Cities of Burbank, Glendale and Pasadena, will be pledged to the payment of the 2026 Bonds. The payment of the 2026 Bonds will not constitute a debt, liability or obligation of the State of California or any public agency thereof, including the Cities of Burbank, Glendale and Pasadena, other than the special obligation of the Authority as provided in the Indenture. The Authority has no taxing power.

See “SECURITY FOR THE 2026 BONDS,” APPENDIX C-1: “COPY OF AMENDED AND RESTATED MASTER INDENTURE,” and APPENDIX C-2: “FORM OF SIXTH SUPPLEMENTAL INDENTURE.”

Potential Bond Insurance and/or Debt Service Reserve Surety Policy

The Authority has applied for a municipal bond insurance policy to insure all or a portion of the scheduled payment of debt service with respect to the 2026 Bonds, and has also applied for a debt service reserve surety policy. The Authority will determine whether to utilize bond insurance and/or a debt service reserve surety policy at the time of the sale of the 2026 Bonds, depending on market conditions and other factors.

If a commitment is received and a policy is purchased from an insurer, the Authority may agree to certain additional covenants and restrictions solely for the benefit of such insurer, which covenants will be described in the final Official Statement and would be in addition to, and in certain cases could be more restrictive than, the covenants in the Indenture. Any such additional covenants may be subject to waiver, modification, or amendment by such insurer in its sole discretion and without notice to or consent by the Trustee or the holders of any 2026 Bonds. Such insurer will be deemed the sole holder of 2026 Bonds insured by the policy, if any, for purposes of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of such 2026 Bonds are entitled to take pursuant to the Indenture, except that bondholder consent may also be required for any action requiring the unanimous consent of bondholders under the Indenture. If a commitment is received and a policy is purchased from an insurer, the final Official Statement for the 2026 Bonds will contain applicable information with respect to such insurer and the policy.

Continuing Disclosure

In connection with the issuance of the 2026 Bonds, the Authority will covenant for the benefit of the Owners and the Beneficial Owners of the 2026 Bonds to provide certain financial information and operating data annually and to provide notices of the occurrence of certain enumerated events. This is to assist the underwriters of the 2026 Bonds named on the cover of this Official Statement (the “Underwriters”) in complying with Securities and Exchange Commission (“SEC”) Rule 15c2-12(b)(5). See “CONTINUING DISCLOSURE” and APPENDIX G: “PROPOSED FROM OF CONTINUING DISCLOSURE AGREEMENT.”

Certain Investment Considerations

The 2026 Bonds may not be suitable for all investors. Prospective purchasers of the 2026 Bonds should read this Official Statement in its entirety, including its appendices and the information under the section “CERTAIN INVESTMENT CONSIDERATIONS” before making an investment in the 2026 Bonds.

Miscellaneous

This Official Statement contains brief descriptions of, among other things, the 2026 Bonds, the Indenture, the Authority and the Airport. Such descriptions do not purport to be comprehensive or definitive. All references in

this Official Statement to documents are qualified in their entirety by reference to such documents, and references to the 2026 Bonds are qualified in their entirety by reference to the form of the 2026 Bonds included in the Sixth Supplemental Indenture.

The Authority maintains a website to provide information concerning itself and the Airport, and a dedicated website for the Terminal Relocation Project. No information on such websites or the Authority's social media accounts is included or incorporated by reference as part of this Official Statement. No information on any other website referenced in this Official Statement is part of or incorporated into this Official Statement except as expressly noted. No assurance is given as to the accuracy or timeliness of information on any website or social media account.

TERMINAL RELOCATION PROJECT

The Terminal Relocation Project includes: (a) the design, construction, improvement and equipping of the Replacement Passenger Terminal to replace the Existing Terminal Building in the northeast quadrant of the Site, along with a new public parking garage (currently anticipated to have 2,000 spaces) to replace an existing parking structure; (b) associated landside or airside improvements, including roadways, employee parking facilities, a new 16,000 square foot Airline Support Facilities Building, and other infrastructure to serve the Replacement Passenger Terminal; and (c) the demolition of the Existing Terminal Building, the Existing Short-Term Parking Garage and the Existing Air Cargo Building, and work related to such demolition. Cost of the Terminal Relocation Project also includes payments by the Authority under an Electrical Services Agreement, dated [April 1], 2026 ("BWP Electrical Services Agreement"), between the Authority and Burbank, pursuant to which the Substation is being built to secure long-term, sufficient electricity required to operate the Airport. Such payments include the Authority's share of the cost for Burbank's construction of the Substation. See "- BWP Electrical Services Agreement." The Authority's total estimated cost for the Terminal Relocation Project (including the Authority's share of the cost of the Substation) is approximately \$1.3 billion. The construction of the Terminal Relocation Project has not impacted passenger operations at the Airport due to the physical separation between the Replacement Passenger Terminal located in the northeast quadrant of the Site and the Existing Terminal Building located in the southeast quadrant of the Site.

The following page contains a map showing the boundaries of the Airport, the location of existing Airport facilities, and the location of the Replacement Passenger Terminal, the new parking garage and the new Airline Support Facilities Building.*

* Note to Team: Will obtain interior and overhead photos in April to include after map.

AIRPORT BOUNDARIES; EXISTING FACILITIES; REPLACEMENT PASSENGER TERMINAL, NEW PARKING GARAGE, NEW AIRLINE SUPPORT FACILITIES BUILDING



History of the Airport and the Terminal Relocation Project

The Site (excluding the B-6 Site portion later acquired as described below) originally became an airport in 1930 and was operated as a private airport. The Cities of Burbank, Glendale and Pasadena formed the Authority in 1977 to acquire the Site for operation as a public airport pursuant to the Federal Aviation Act of 1958 and the Airport and Airway Development Act of 1970. The Authority purchased the runways, taxiways, passenger terminal, certain hangars and other improvements totaling approximately 440 acres in June 1978.

One concourse (Terminal A) of the Existing Terminal Building was originally built in 1930. The other concourse (Terminal B) was added to the Existing Terminal Building in 1974. Over the years, renovations and improvements have been made to maintain the Existing Terminal Building, including a \$30 million enhancement project in 2003 to accommodate security equipment and procedures mandated by federal regulations after the September 11, 2001 terrorist attacks.

While the FAA has determined that the Authority can continue to operate the Airport safely given the special operating procedures in place, the Existing Terminal Building is situated too close to the runways to be compliant with current FAA airfield design standards and is also not compliant with current California seismic standards. The Existing Terminal Building is located approximately 125 feet from the centerline of an active runway, which conflicts with the FAA's commonly designated runway safety area and object free area of 250 feet from the runway centerline. Additionally, the central section of the Existing Terminal Building has been operational since 1930 and does not meet current California seismic building standards. In addition to the safety concerns, the interior spaces of the Existing Terminal Building, such as the holdrooms, concession space and baggage make-up areas, are undersized and inefficient for the Airport's current level of passenger activity.

To address these safety issues, in 1980 the FAA and the Authority initiated discussions regarding relocating the terminal facilities. An adjacent property (known as the "B-6 Site"), then still owned by the Site's former owner, was identified as a suitable location. The Authority purchased 49 acres (out of the total 130 acres) of the B-6 Site in 1999, despite prior opposition by Burbank. Such 49 acres, together with the original 440 acres and other parcels acquired by the Authority over the years, constitute the current 555-acre Site.

Burbank Voter Approval of Measure B

The Authority's primary motivation for the Terminal Relocation Project has been to bring the Airport into compliance with modern safety standards. Burbank's cooperation was essential to proceed with this undertaking. In November 2015, the Authority Commission and the Burbank City Council approved a conceptual term sheet containing certain key elements that would be developed into two documents: (i) the Development Agreement, and (ii) a second amendment to the Authority's Joint Powers Agreement (the "Second JPA Amendment").

At an election held on November 6, 2016, the following question was submitted to Burbank voters, as "Measure B": "Shall Ordinance No. 16-3,882 be approved allowing no more than a 14-gate, 355,000 square foot replacement terminal and ancillary improvements to be built at the Bob Hope Airport meeting current safety, seismic standards and improving disabled access; demolishing the existing terminal; and modifying Adjacent Property easement and authorizing future agreements necessary to implement the project; in exchange for governance changes that provide Burbank a greater voice in the future of the airport?" Approximately 70% of the voters approved Measure B.

The Development Agreement has a 20-year term that began on February 7, 2017. Under the Development Agreement, the Authority has obtained a contractual vested right to all discretionary approvals needed from Burbank for completion of the Terminal Relocation Project. This vested right generally allows the Authority to develop the Terminal Relocation Project in accordance with Burbank's project approvals, and with Burbank's development regulations in effect on February 7, 2017, regardless of any conflicting new laws that may be enacted by Burbank or its voters. The Development Agreement requires Burbank to process the Authority's demolition permit, grading permit, building permit, and occupancy certificate applications for the Terminal Relocation Project on a ministerial basis. The Development Agreement also sets parameters for the Replacement Passenger Terminal, such as the maximum square footage (355,000 square feet) and the maximum numbers of gates (14 gates).

Under the Joint Powers Agreement, each of the member Cities (i.e., Burbank, Glendale, and Pasadena) appoints three members to the Authority Commission. Generally, actions by the Authority Commission require the affirmative vote of a simple majority of Authority Commission members. However, the affirmative vote of a majority of the appointees of each member City (a “Supermajority Vote”) is needed for some categories of actions. The Second JPA Amendment adds categories of actions that require a Supermajority Vote (and hence, such action could not be taken without the vote of at least two of the Authority Commission members appointed by Burbank). See “THE AUTHORITY – Joint Powers Agreement.”

Environmental Reviews

The Terminal Relocation Project has been reviewed pursuant to the California Environmental Quality Act (“CEQA”) and the federal National Environmental Policy Act (“NEPA”). As to CEQA, in July 2016 the Authority Commission certified a Final Environmental Impact Report for a Replacement Airline Passenger Terminal at Burbank Bob Hope Airport (State Clearinghouse No. 2015121095) (“FEIR”). The appeal period for the FEIR has expired.

As to NEPA, in May 2021 the FAA issued its Final Environmental Impact Statement for Proposed Replacement Passenger Terminal Project at Bob Hope “Hollywood Burbank” Airport with Record of Decision (the “2021 FEIS”). The City of Los Angeles contested the 2021 FEIS in litigation, but in March 2023, the U.S. Court of Appeals for the Ninth Circuit rejected the vast majority of the challenges. The court directed the FAA to perform an additional, limited environmental review of noise impact from simultaneous operation of construction equipment associated with the Terminal Relocation Project, and to consider whether the results of that review affect the cumulative impacts analysis or the environmental justice analysis. In response to the court’s decision, the FAA has issued its Final Written Re-Evaluation of FAA’s May 21, 2021 Combined Final Environmental Impact Statement and Record of Decision dated December 29, 2023 (the “2023 Re-Evaluation” and, together with the 2021 FEIS, the “FEIS”). There have been no further legal challenges to the FEIS and the appeal period for the FEIS has expired. With the expiration of the appeal period for the FEIR and the FEIS, all environmental approvals required for the Terminal Relocation Project have been received and all appeal periods for such approvals have expired.

Project Management; Progressive Design-Build Project Delivery

Program Manager and Design-Builder Selection; Design Concept Selection

The Authority Commission approved a progressive design-build project delivery method for the Terminal Relocation Project in May 2019 and approved the engagement of Jacobs Project Management Co. (a wholly-owned subsidiary of Jacobs Engineering Group, a Delaware Corporation), as the Terminal Relocation Project program manager (“Jacobs” or the “Program Manager”) in April 2022. The Program Manager’s contract with the Authority was executed in May 2022. As the Program Manager, Jacobs supports the planning, procurement, program administration, design, and construction oversight activities for the Terminal Relocation Project. See “– Terminal Relocation Project Participants.”

After conducting a procurement process for design-build services and obtaining confirmation of FAA’s approval of the Authority’s selection criteria, the Authority Commission selected a joint venture consisting of three firms (collectively, “HPTJV” or the “Design-Builder”): (i) Holder Construction Group, LLC, a Georgia limited liability company, (ii) Charles Pankow Builders, Ltd., a California limited partnership, and (iii) TEC Management Consultants, Inc., a California corporation, to complete both the design and construction of the project. In addition to those firms, the HPTJV team includes Corgan Associates, Inc. (architect) and Burns & McDonnell (engineering subconsultant), among others, as the primary designers for the project with Corgan Associates the Architect of Record and Burns & McDonnell the Engineer of Record. See “– Terminal Relocation Project Participants.” The Authority and HPTJV executed a Design-Build Agreement, dated December 19, 2022, as amended (the “Design-Build Agreement”).

In April 2023, the Authority Commission selected a conceptual design for the Replacement Passenger Terminal called the “The Icon” (a rendering of which is shown in the front pages of this Official Statement).

Design-Builder Responsibilities; GMP; Estimated Project Cost

Under the Design-Build Agreement, the Design-Builder's services include study and report services, drafting preliminary technical documents, preparation of construction drawings and construction specifications, construction planning services, construction of the Terminal Relocation Project, and start-up, testing, commissioning and final corrections of the Terminal Relocation Project. The Design-Builder is required to furnish all labor, materials and equipment required for the work to be performed by the Design-Builder under the Design-Build Agreement. The Design-Builder's responsibilities do not include construction of the Substation, which is undertaken by Burbank through BWP (see "– BWP Electrical Services Agreement" below). The Authority is required to make progress payments to the Design-Builder, according to task orders and fee applications approved by the Authority Commission. The Design-Builder submits progress payment invoices for work completed within the previous month in accordance with a previously approved Schedule of Values.

The Design-Build Agreement generally provides that the Authority's costs under the contract (including costs for design, engineering, materials and construction) would not exceed a guaranteed maximum price ("GMP") approved by the Authority Commission. On May 6, 2024, the Authority Commission approved a GMP in the amount of \$1,110,074,145. The GMP included contingency amounts (the "Design-Builder Contingency") (the use of which requires the Authority's approval pursuant to the Design-Build Agreement) and schedule contingencies.

The budget for the total cost of the Terminal Relocation Project is approximately \$1.3 billion. Included in the budget but not in the GMP approved in May 2024 are: (1) the Authority's project management costs, (2) costs for the demolition of the Existing Terminal Building and the Existing Short-Term Parking Garage in the southeast quadrant of the Site and the Existing Air Cargo Building in the southwest quadrant of the Site, and work related to such demolition, (3) allowances ("Authority Allowance") for other items, such as permitting and utility connections, not included in the GMP, and (5) contingencies (the "Authority Contingency") to cover additional costs in case of any change orders or unforeseen circumstances. The Authority Allowance budget included an amount allocated to the BWP Electrical Services Agreement.

It is currently estimated that the project management cost under the Jacobs' contract will total approximately \$46.5 million. A small portion of the southeast quadrant work (for reconfiguration needed to support the opening of the Replacement Passenger Terminal) is estimated to cost approximately \$3 million and is anticipated to be funded with 2026 Bond proceeds. The remainder of the costs related to the demolition of the Existing Terminal Building, the Existing Short-Term Parking Garage and the Existing Air Cargo Building is estimated to total approximately \$25 million, and the Authority plans to use revenues from Passenger Facility Charges and also apply for federal grants to fund such costs. The Authority's obligation under the BWP Electrical Services Agreement, together with certain costs related to additional work for the Substation project, are currently estimated to total approximately \$70 million.

Between May 2024 and [February 20], 2026, the Design-Builder has obtained approvals from the Authority for change orders totaling approximately \$[26 million]. The budgeted Authority Allowance and the Authority Contingency sufficiently covered the adjustment. In effect, the change orders increased the GMP and decreased the Authority Allowance or the Authority Contingency by corresponding amounts. In May 2024, the Authority Allowance was budgeted to be approximately \$97 million (inclusive of \$52 million allocated to the BWP Electrical Services Agreement), the Authority Contingency was budgeted to be \$50 million, and the Design-Builder Contingency was budgeted to be approximately \$69 million. As of [February 20, 2026], the remaining Authority Allowance was approximately \$[36 million] (inclusive of approximately \$[7 million] allocated to the BWP Electrical Services Agreement, see "BWP Electrical Services Agreement" below), the remaining Authority Contingency was approximately \$[35 million] (inclusive of approximately \$[12 million] allocated to the BWP Electrical Services Agreement), and the remaining Design-Builder Contingency was approximately \$[22 million]. The Authority and the Design-Builder (subject to the Authority's approval) will continue to spend down the Authority Allowance, the Authority Contingency, and the Design-Builder Contingency, as needed, to complete construction of the Replacement Passenger Terminal and other components of the Terminal Relocation Project. See discussion under "CERTAIN INVESTMENT CONSIDERATIONS – Certain Factors Affecting the Terminal Relocation Project" about various potential risks that may impact Terminal Relocation project costs. See "PLAN OF FINANCE" regarding the Authority's expectation to fund a \$6 million Additional Contingency (defined below) from the proceeds of the 2026 Bonds.

Project Completion Deadlines; Certain Design-Build Agreement Terms Relating to Delays

The Design-Builder has agreed to achieve substantial completion of the Replacement Passenger Terminal (i.e., the stage where work is sufficiently and suitably complete so that the Authority can take beneficial occupancy) by October 13, 2026, or be subject to liquidated damages of \$10,000 per day past October 13, 2026. The Existing Terminal Building, the Existing Short-Term Parking Garage and the Existing Air Cargo Building are expected to be demolished after the opening of the Replacement Passenger Terminal. As discussed below under “– Terminal Relocation Project Construction Progress; Certificates of Occupancy Timeline,” the Terminal Relocation Project is proceeding on schedule.

The Design-Build Agreement provides for “excusable delays” and “compensable delays.” To qualify as an excusable delay, a delay must meet the requirements specified in the Design-Build Agreement. These requirements include, among other things, that the delay was beyond the Design-Builder’s reasonable control and could not have been reasonably mitigated. While the completion date can be extended due to an excusable delay, any cost increases remain the Design-Builder’s responsibility, unless it is also a compensable delay. A compensable delay is required to be an excusable delay and must meet additional requirements including, among other things, that it must be the result of a change directed by the Authority, breach of contract or active negligence of the Authority, its employees, or separate contractors, or the cause of the delay was beyond the Design-Builder’s control. If an excusable delay is found to be a compensable delay, the Authority will, by change order, extend the work completion time for the increase in the time of performance, if necessary, and will adjust the total Contract Price. The Design-Build Agreement provides that the change order will be Design-Builder’s sole remedy arising out of a compensable delay.

A force majeure event (as such term is defined in the Design-Build Agreement) is an excusable, non-compensable delay to the extent that it delays the progress of critical path activities for the Terminal Relocation Project, is beyond the Design-Builder’s control, was not anticipated by the Design-Builder and could not be mitigated by the Design-Builder regardless of the cost of mitigation. Force majeure events include acts of God (except as excluded in the Design-Build Agreement), certain types of labor or industrial disturbances, certain acts of violence, terrorism or war, certain extreme, orders by any court, board, department, commission or city of the United States or of any State, civil disturbances, explosions, rain and other adverse weather conditions. A force majeure event is an excusable, compensable delay, if it is a single event natural occurrence with delay impacts exceeding 30 days. In that event, any delay beyond the 30th day shall be an excusable compensable delay in the amount that Design-Builder’s actual costs attributed to the delay beyond that point. The Design-Build Agreement provides that the Authority makes any final determinations as to whether any force majeure events qualify as excusable and non-compensable or compensable delays. If either the Authority or the Design-Builder is unable to fulfill its obligations under the Design-Build Agreement due to a force majeure event, the obligations of such party to perform are only suspended during the continuance of the force majeure event.

The Authority has the ability to terminate the Design-Build Agreement for default or, at any time, for convenience subject to the terms of the Design-Build Agreement.

Insurance Coverage

The Design-Builder is required to procure at the Design-Builder’s sole expense the following insurance coverage types and policy limits: worker’s compensation at statutory levels; aircraft operations area automobile liability covering any automobile with a \$10 million combined single limit; non-aircraft operations area automobile liability covering any automobile with a \$1 million combined single limit, aviation/airport liability with a limit of \$10 million per occurrence, commercial general liability with a limit of \$10 million per occurrence, professional liability with a limit of \$10 million per claim, employer’s liability with a limit of \$1 million per accident or occupational illness and builder’s risk as required per Component Guaranteed Maximum Price package. Insurance policy limits are required to be reviewed for adequacy annually by the Authority throughout the term of the Design-Build Agreement. The Authority may adjust the insurance coverage amounts to the amount that the Authority deems to be adequate.

A Contractor Controlled Insurance Program (“CCIP”) policy has been procured through the Design-Builder. The CCIP policy protects the Authority, the Design-Builder and the Design-Builder’s subcontractors from worker’s compensation and third-party general liability claims.

The Design-Builder is also required to purchase and maintain property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Terminal Relocation Project (excluding the cost of demolition of the Existing Terminal Building, the Existing Short-Term Parking Garage and the Existing Air Cargo Building, design services, permits, insurance, and performance and payment bonds) plus an amount to be identified for equipment on a replacement cost basis. The required insurance has a sublimit of \$25 million per occurrence and annual aggregate for earthquakes having a magnitude of 3.5 or less on the Richter Scale and \$100 million for earthquakes in excess of 3.5 on the Richter Scale, and \$150 million per occurrence and annual aggregate for floods. The Design-Builder is required to maintain such insurance until substantial completion or beneficiary occupancy of the Replacement Passenger Terminal, unless otherwise provided in the Design-Build Agreement or otherwise agreed in writing by the parties. Allowable deductibles are generally \$500,000 per occurrence for all insured perils. Required insurance also includes "Delay in Completion Coverage" with limits of \$10 million for loss of rents/earnings and \$30 million for soft costs (subject to a deductible of 45 days of delay). Upon substantial completion, the Authority is required to replace the insurance provided by the Design-Builder with property insurance written for the total value of the Terminal Relocation Project that shall remain in effect until expiration of the Design-Build Agreement.

See "CERTAIN INVESTMENT CONSIDERATIONS—Certain Factors Affecting the Terminal Relocation Project" in this Official Statement.

Terminal Relocation Project Construction Progress; Certificates of Occupancy Timeline

The Authority expects that the Replacement Passenger Terminal will begin serving passengers on October 13, 2026, as scheduled. Pursuant to the Development Agreement (see "Burbank Voter Approval of Measure B" above), when the Replacement Passenger Terminal opens, passenger operations will move from the Existing Terminal Building to the Replacement Passenger Terminal and the Existing Terminal Building will be closed for demolition.

Since breaking ground in January 2024, the Terminal Relocation Project has been proceeding on schedule. After initial activities (including site demolition and grading), foundation work on the Replacement Passenger Terminal started in April 2024. Structural steel erection commenced in September 2024 and was completed by March 2025. Work on the exterior building skin followed. After rough dry-in was achieved in October 2025, interior finishes (such as ceilings, wall panels, restroom fixtures, carpeting, and paint throughout the Replacement Passenger Terminal) began. Concurrently on-going is the installation of HVAC systems, fire protection, and building systems. The baggage handling system installation started in August 2025 and is scheduled for completion in August 2026. Electrical connections became live in December 2025. Food and beverage concessionaires are scheduled to begin tenant build-out in March 2026.

The Authority is coordinating with the Transportation Security Administration ("TSA") for the transition of TSA's operation to the Replacement Passenger Terminal when it opens. TSA security check point equipment is scheduled to be installed in late summer of 2026. See "CERTAIN INVESTMENT CONSIDERATIONS – Aviation Security."

As of March 2026, the Replacement Passenger Terminal, the new parking garage and the new Airline Support Facilities Building, as well as airside and landside elements essential to the opening of the Replacement Passenger Terminal, are about 75% complete, which is on schedule. Terminal roadway networks are nearing completion, and off-airport intersection improvements are expected to finish by August 2026.

The Authority expects that Temporary Certificates of Occupancy for each of the Replacement Passenger Terminal, the garage and the Airline Support Facilities Building will be issued before or during summer 2026. The Replacement Passenger Terminal and the parking garage building are allowed to commence serving the public, and the Airline Support Facilities Building is permitted to begin occupancy, under Temporary Certificates of Occupancy. The Authority plans to, thereafter, continue to diligently work toward obtaining the respective final Certificates of Occupancy, but there are no deadlines.

See "CERTAIN INVESTMENT CONSIDERATIONS – Certain Factors Affecting the Terminal Relocation Project." Also see "– BWP Electrical Services Agreement" below about the BWP Substation.

Operational Readiness Activation and Transfer

All commercial passenger airline activities at the Airport will continue at the Existing Terminal Building until the day before the Replacement Passenger Terminal opens to the public. Then, all operations will be moved to the Replacement Passenger Terminal, and the Existing Terminal Building will be closed as of the Replacement Passenger Terminal opening date.

The term “ORAT” (an acronym for “Operational Readiness and Airport Transfer” or “Operational Readiness Activation and Transfer”) refers to a series of methodical processes ensuring the new Replacement Passenger Terminal is functional on opening day and beyond. According to best practices published by the International Air Transport Association (“IATA”), principal ORAT activities should include: (i) establishing a governance framework that gains the involvement and commitment of all users; (ii) consulting with airlines and others to identify requirements and define operational concepts that incorporate the users’ mode of operations, (iii) integrating new and existing systems, (iv) collaborating with users to develop or refine standard operating procedures and irregular operating procedures, (v) conducting orientation and familiarization training that covers not only common facility spaces, functions and systems, but also individual user requirements; (vi) performing operational trials that test the functionality of systems and procedures under real life scenarios, both individually and as part of an end-to-end process; (vii) ensuring that maintenance practices for new infrastructure are operationally validated; (viii) identifying and resolving deficiencies before they become a problem; (ix) developing a relocation plan with airlines that balances preferences with the efficient use of airport infrastructure, and (x) closing out issues and providing post-opening support to ensure a smooth transition to the new facilities.

Jacobs, as the Program Manager, assists the Authority with the development and implementation of an ORAT program that incorporates the IATA best practices guidelines. ORAT activities in preparation for the Replacement Passenger Terminal began in mid-2024 and are on-going to ensure the timely and successful transition of operations from the Existing Terminal Building to the Replacement Passenger Terminal.

A part of ORAT implementation is the coordination with TSA for the transition of TSA’s operation to the Replacement Passenger Terminal when it opens. The Authority currently expects TSA security check point equipment to be installed at the Replacement Passenger Terminal in late summer of 2026. See “CERTAIN INVESTMENT CONSIDERATIONS – Aviation Security.”

Terminal Relocation Project Participants

The following information about Jacobs, the Program Manager, and members of HPTJV, the Design-Builder has been provided by the respective entities. No representation is made by the Authority or the Underwriters as to the accuracy or adequacy of such information.

Jacobs – Program Manager

Jacobs is an international technical professional service firm headquartered in Texas. Jacobs is currently supporting every commercial service airport in Southern California. In its 70+ years of providing aviation services, Jacobs has provided project management services in connection with over 25 major programs with a total construction cost of over \$500 billion. Notable airport projects include:

- Seattle-Tacoma International Airport – North Satellite Expansion and Renovation
- Eppley Airfield (Omaha Airport) – Terminal Development
- Chicago O’Hare International Airport – 21 Terminal Expansion
- LaGuardia Airport – Redevelopment
- Pittsburgh International Airport – Terminal Modernization
- Hartsfield-Jackson Atlanta International Airport – NEXT
- Salt Lake City International Airport – Terminal Replacement Complex
- Los Angeles International Airport – Landside Access Modernization
- Denver International Airport – Great Hall and Concourse Expansion Program
- Tampa International Airport – Master Plan Implementation

Holder Construction Group, LLC – Design-Builder

Holder Construction Group, LLC is a national commercial construction services firm with experience related to new terminals and transportation hubs, concourse expansions, airline clubs and live renovations. It was established in 1960 and has annual revenues of approximately \$5 billion. Notable airport projects include:

- Salt Lake City International Airport – Redevelopment Program Phase 1A
- Hartsfield-Jackson Atlanta International Airport – International Terminal F, Terminal Pedestrian Bridges and West Parking Deck
- Charlotte Douglas International Airport – Terminal Lobby Expansion
- Denver International Airport – Concourse B&C Expansion
- Nashville International Airport – Satellite Concourse

Charles Pankow Builders, Ltd – Design-Builder

Charles Pankow Builders, Ltd. was established in 1963 and has annual revenues of approximately \$400 million. It provides design-build, design-assist, general contracting and tenant improvement services. It is recognized as one of the premier parking structure and office building contractors in California. Notable airport projects include:

- Bob Hope Airport, commonly known as Hollywood Burbank Airport – Terminal B Security Checkpoint Renovations

TEC Management Consultants, Inc. – Design-Builder

TEC Management Consultants, Inc. was established in 1988 and has annual revenues of approximately \$35 million. It is a multidisciplinary professional services firm specializing in engineering and construction project management. Notable airport projects include:

- Los Angeles International Airport – Tom Bradley International Terminal
- Los Angeles International Airport – Central Utility Plant
- Los Angeles International Airport – United Airlines East Aircraft Maintenance and GSE Complex
- Los Angeles International Airport – Terminal Cores and APM Interface Project

Corgan Associates, Inc. – Architect

Corgan Associates Inc. has over 80 years' experience working across multiple sectors, and over 70 years' experience in the aviation sector, with expertise in master planning, terminal design and interior design. Notable airport projects include:

- Sacramento International Airport – Central Terminal D
- Dallas Fort Worth International Airport – International Terminal D
- George Bush Intercontinental Airport (Houston) – International Terminal E
- John F. Kennedy International Airport – Terminal 6 Redevelopment
- Phoenix Sky Harbor International Airport – Terminal 3 Modernization Program
- Los Angeles International Airport – Midfield Satellite Concourse
- Long Beach Airport – Terminal Redevelopment Program
- Hartsfield-Jackson Atlanta International Airport – International Terminal
- San Antonio International Airport – New Terminal Development
- Eppley Airfield (Omaha Airport) – Terminal Modernization
- LaGuardia Airport – Terminal C

Burns & McDonnell – Engineering Subconsultant

Burns & McDonnell was established in 1898 and offers integrated construction and design services, with a team of over 14,000 engineers, construction and craft professionals in over 75 offices. Its airport experience includes aviation support infrastructure and facilities, technology and security services, deicing, fueling and ramp services, hangars, passenger terminals and other facilities. Notable airport projects include:

- LaGuardia Airport – Terminal C
- Louis Armstrong New Orleans International Airport – Program Management Program
- Ontario International Airport – Runway 8R-26L Reconstruction
- Los Angeles International Airport – Midfield Satellite Concourse
- Los Angeles International Airport – Terminal 4/5 Modernization Program
- Los Angeles International Airport – Terminal 6 Modernization Program
- Bob Hope Airport, commonly known as Hollywood Burbank Airport – Airfield Electrical Vault

BWP Electrical Services Agreement

Pursuant to the BWP Electrical Services Agreement, Burbank is constructing the Substation – a 40-mega-volt amperes (“MVA”) two-bank community substation – and related subtransmission and distribution facilities. The Substation will serve the Airport and other BWP customers. Burbank, through BWP, will own, operate and maintain the Substation, but it will be constructed on Airport property, for which the Authority has granted easements.

The Substation is expected to be completed in 2029. In the interim, Burbank has made available a capacity of 17 MVA through four distribution lines (in addition to the power already provided to the Existing Terminal Building). This additional 17 MVA, together with the existing electric capacity available to the Airport, provides sufficient power for the construction of the Terminal Relocation Project and the operation of the Replacement Passenger Terminal and other Airport facilities until the Substation is brought into service.

Under the BWP Electrical Services Agreement, the Authority is obligated to make a series of non-refundable “aid-in-construction” (“AIC”) payments and, as necessary, true-up payments. As the Substation project gets underway, there has been additional work and corresponding AIC payments to BWP that are technically outside of the scope of the BWP Electrical Services Agreement, as well as work undertaken by the Authority, but that are all related to the Substation project. The Authority currently estimates that payments under the BWP Electrical Services Agreement and such additional costs for the Substation project will total approximately \$70 million. As of March 1, 2026, approximately \$50 million in AIC payments have already been made. The Authority anticipates making an additional payment of approximately \$20 million in September 2026. The final true-up is expected in the first quarter of 2029. To the extent of an overpayment by the Authority, Burbank will issue a refund after completion of the Substation as part of the true-up process.

Burbank has allocated 27.64 MVA from the Substation’s capacity to the Authority’s electric load. The BWP Electrical Services Agreement provides that, if excess load is needed, Burbank and the Authority will discuss the terms, including additional security and payments, for the excess load. Conversely, after full payment by the Authority, if the Authority wishes to relinquish any unused portion of the 27.64 MVA capacity, the Authority and Burbank have the option to negotiate the sale of the unused portion back to Burbank.

See “CERTAIN INVESTMENT CONSIDERATIONS – BWP Electrical Services Agreement” for a discussion of potential risks, such as costs overruns, relating to the BWP Electrical Services Agreement.

California High-Speed Rail Authority Settlement

The California High-Speed Rail Authority (“CHSRA”) is pursuing a high-speed rail project in the State of California. A 14-mile segment between the Airport and Los Angeles Union Station, with stops at both locations (the “Burbank-LA HSR Project”), has been proposed as part of the overall project. CHSRA certified a final environmental impact report/environmental impact statement (the “HSR EIR”) for the Burbank-LA HSR Project pursuant to CEQA and NEPA. The Burbank-LA HSR Project would involve work at various locations adjacent to, and underneath, the

grounds of the Airport, including underground tracks that would cross underneath one of the Airport’s runways and the foundation of the Airport’s Regional Intermodal Transportation Center (the “RITC”).

The commencement date of the Burbank-LA HSR Project is currently unclear and is subject to funding availability. It is not expected to occur before the completion of the Terminal Relocation Project.

In February 2021, the Authority filed a lawsuit to challenge the adequacy of the HSR EIR and in November 2023 the Authority and CHSRA reached a settlement for the lawsuit. For the November 2023 settlement, the Authority and CHSRA entered into a framework agreement intended to facilitate the design and construction of the Burbank-LA HSR Project in a manner that does not negatively impact the safe operation of the Airport or the completion of the Terminal Relocation Project. The framework agreement affords the Authority numerous protections including: (i) CHSRA is prohibited from accessing the Airport for the Burbank-LA HSR Project unless authorized by an access agreement with the Authority or by a court order; and (ii) CHSRA must compensate the Authority for revenue losses that directly result from any Airport inoperability caused by the construction of the Burbank-LA HSR Project. The framework agreement contemplates that additional contracts will be negotiated upon the funding and advancement of the Burbank-LA HSR Project, including a reimbursement agreement, access agreements, an inoperability compensation agreement, and an operations and maintenance agreement.

PLAN OF FINANCE

The Authority is paying for the Terminal Relocation Project using a combination of the following: (i) proceeds from the sale of the 2024 Bonds, 2026 Bonds and Commercial Paper Notes, (ii) funds held in the Authority’s Facility Development Reserve, (iii) revenues from the FAA’s Passenger Facility Charge Program (“PFC”) (see “SOURCES OF REVENUES – Passenger Facility Charges”), and (vi) grants from various FAA programs, including the Airport Improvement Program (“AIP”), the Airport Infrastructure Grants program (“AIG”) and the Airport Terminals Program. See “Plan of Finance” in the Airport Consultant Report in APPENDIX A.

In determining the principal amount of the 2026 Bonds, the Authority has included an additional amount (“Additional Contingency”), such that the current expected sum of all aforementioned funding sources exceeds the current estimated total of the Terminal Relocation Project costs (shown below) by \$6 million. The Additional Contingency will provide the Authority a source of money to pay additional Terminal Relocation Project costs that may arise outside of the current estimate. After completion of Terminal Relocation Project, any amount of the Additional Contingency that the Authority determines to be not needed for the Terminal Relocation Project will be spent as permitted under the Indenture, including potentially for other Airport capital projects and activities.

Table 1 below shows the expected cost of various components of the Terminal Relocation Project.

Table 1
Estimated Costs for Terminal Relocation Project⁽¹⁾

	Estimated (in millions)
Terminal	\$ 672
Parking Facilities	211
Sitework	73
Airside	117
Landside, Roadways and Support Facilities	121
BWP Electrical Services Agreement ⁽¹⁾	70
Demolition of Existing Terminal, Existing Parking Garage and Existing Air Cargo Building	25
Southeast Quadrant Reconfiguration	3
Other Authority Costs/Contingency ⁽²⁾	16
Total⁽³⁾	\$1,308

(1) Includes certain costs technically outside of the scope of the BWP Electrical Services Agreement, but are related to the Substation project. See “Terminal Relocation Project – BWP Electrical Services Agreement.”

(2) Includes \$6 million of Additional Contingency. See discussion above.

(3) Total may not sum due to rounding.

AIRPORT USE AGREEMENTS

This section contains a summary of certain provisions of the Existing AUA and the New AUA. Capitalized terms used and not otherwise defined below or elsewhere in this Official Statement have the meanings ascribed to them in the Existing AUA or the New AUA, as applicable. See APPENDIX D-1: “SUMMARY OF CERTAIN PROVISIONS OF EXISTING AUA,” and APPENDIX D-2: “SUMMARY OF CERTAIN PROVISIONS OF NEW AUA.”

The five Signatory Airlines – Southwest, Alaska, American, Delta and United, which accounted for approximately 86.7% of total passengers in FY 2025 – have executed substantially identical Existing AUAs and substantially identical New AUAs. Therefore, they are Signatory Airlines.

Existing AUA

The Existing AUAs set forth the business arrangement between the Authority and the Signatory Airlines including the use of space in the Existing Terminal Building, insurance, indemnification, environmental compliance, maintenance of Airport facilities, security deposit and the Authority’s rate-setting mechanism. A Signatory Airline can, however, in extraordinary circumstances (e.g., where, because of FAA action, the Signatory Airline is unable to operate at the Airport as a passenger airline, and the Signatory Airline is not then in default in its obligations to the Authority), terminate its Existing AUA with advance written notice (the length of which varies depending on the circumstances); provided that the Signatory Airline must make a termination payment. If there are conflicts between the Existing AUAs and the Indenture, the Indenture governs.

Under the Existing AUAs, the Signatory Airlines agree to pay Rental (for Exclusive Use Space), Joint Use Fees (for use of Joint Use Space) and Landing Fees. The Existing AUAs provide that the Authority may adjust the Rental, Joint Use Fees and Landing Fees rates according to the Authority’s Annual Budget, adopted before the start of the Fiscal Year, with respect to, generally, the operational costs of the Existing Terminal Building and the Airport’s airfield areas. The Existing AUAs also provide for extraordinary increases in Landing Fee rates if the Authority’s revenues are insufficient to satisfy expenses of operating the Airport or that are incidental to, or arise out of, the operations of the Airport.

Before undertaking a Capital Improvement, the Authority must provide certain relevant information to the Signatory Airlines. With limited exceptions (for example, if the project cost is under \$1 million but this exception may not be applied to more than \$2 million in aggregate in a single Fiscal Year), the Authority must obtain the Signatory Airlines' approval before adjusting rent and fees to fund a Capital Improvement. A "Majority-In-Interest" of the Signatory Airlines may withhold approval in writing in accordance with the Existing AUAs. A "Majority-In-Interest" is defined as: "As of any date, a numerical majority of Signatory Airlines, which numerical majority shall have landed more than 75% of the Total Landed Weight at the Airport during the immediately preceding Fiscal Year."

An Airline Airport Affairs Committee (the "AAAC") has been established pursuant to the Existing AUAs. Each Signatory Airline is permitted to appoint a person to be a member of the AAAC. The appointee acts on the airline's behalf in all matters required or allowed to be approved by the Signatory Airlines. Authority staff meets with the AAAC representatives regularly. A 2022 amendment to the Existing AUA with each Signatory Airline contains an acknowledgment that the Signatory Airline (or its designated consultant) would be an active participant with the Authority, the Authority's program manager and the design-builder with regard to the design and cost of the Terminal Relocation Project. Furthermore, if the Signatory Airlines cease support for the Terminal Relocation Project (whether such cessation occurs before or after GMP determination), all associated non-capitalized expenses and interim financing costs are within the scope of elements to be taken into account for the calculation of rents and fees under the Existing AUA. See "TERMINAL RELOCATION PROJECT – Project Management; Progressive Design-Build Project Delivery – *Design-Builder Responsibilities; GMP; Estimated Project Cost.*"

2024 Amendment to Existing AUA

Each Signatory Airline executed an amendment, dated March 4, 2024 (the "AUA Amendment") to the Existing AUA. Pursuant to the AUA Amendment, the Existing AUA's expiration date is extended to the earlier of: (a) the Commencement Date, as defined in the New AUA, or (b) June 30, 2030. "Commencement Date" is the date on which the Authority provides the airline beneficial occupancy of the Replacement Passenger Terminal. Beneficial occupancy occurs on the date that the Authority, pursuant to a Burbank-issued occupancy permit (including a temporary certificate of occupancy), allows the airline to use space in the Replacement Passenger Terminal for revenue-generating operations.

The AUA Amendment clarifies that, before the Commencement Date, the Authority will continue to calculate rents and fees pursuant to the Existing AUA, unless adjustments are necessary to: (i) meet requirements relating to the bonds issued by the Authority to finance the Terminal Relocation Project, (ii) pay costs for the Terminal Relocation Project that cannot be capitalized, or (iii) adjust for any significant Airport activity disruption resulting in revenue decrease.

The AUA Amendment provides that, once the Authority accepts the GMP for the Terminal Relocation Project (see "TERMINAL RELOCATION PROJECT – Project Management; Progressive Design-Build Project Delivery – *Design-Builder Responsibilities; GMP; Estimated Project Cost*"), a Majority-In-Interest approval is required for any scope modification (other than a legally required modification) that would necessitate a change order to amend the GMP amount.

In the absence of the AUA Amendment, the Existing AUA would have expired June 30, 2025. In addition to the current five Signatory Airlines, three airlines – Avelo, JetBlue and Spirit – also had Existing AUAs. These three airlines decided to operate at the Airport under Operating Permits instead when their Existing AUAs expired. Avelo ended all service to the Airport in October 2025 and ended service to all U.S. West Coast airports by the end of 2025. JetBlue and Spirit have continued to serve the Airport as Non-Signatory Airlines. Current Non-Signatory Airlines also include Frontier, Allegiant and Breeze. Allegiant and Breeze began service at the Airport in FY 2026.

New AUA

The New AUA will govern the terms under which a Signatory Airline operates at the Airport starting on the Commencement Date (i.e., the date of beneficial occupancy of the Replacement Passenger Terminal).

The New AUA and the Existing AUA have similar provisions with respect to insurance, indemnification, environmental compliance, compliance with certain standards for operation at the Airport, security deposit and Majority-In-Interest approval for Capital Improvements. Some definitions have been updated. For example, the term “Common Use Space” is used in lieu of “Joint Use Space.” The termination provisions have been modified to allow the Signatory Airline the possibility of continuing to pay Rental for Exclusive Space and Common Use Fees until one or more alternative Signatory Airlines takes the Exclusive Use Space leased under the agreement, instead of paying a lump-sum termination payment; provided that, just as in the Existing AUA, the Signatory Airline and the Authority could agree to an alternative termination payment amount. If there are conflicts between the New AUAs and the Indenture, the Indenture will govern.

As discussed under “AIRPORT CONSULTANT REPORT – Projected Net Revenues and Debt Service Projections,” the methodologies under which the Authority will calculate the Rental (rent for Exclusive Use Space), Common Use Fees (compensation for use of Common Use Space) and Landing Fees pursuant to the New AUAs will be different from those under the Existing AUAs. The New AUA follows a “residual” rate-setting method (in contrast to the Existing AUA which follows a hybrid-residual model). Both the Existing AUAs and the New AUAs contain provisions for the Authority’s adjustment of rent and landing fee rates in order to generate sufficient revenues to meet bond debt service requirements and coverage covenants under the Indenture. See “SECURITY FOR THE 2026 BONDS – Rate Covenant.”

Under the New AUA, before the start of each Fiscal Year, the Authority will estimate the “Replacement Passenger Terminal Requirement” for that Fiscal Year to determine the Rental and the Common Use Fees. Generally, the Replacement Passenger Terminal Requirement will be calculated by: (i) summing all Authority costs and expenses for, or allocable to, the Replacement Passenger Terminal (including amounts necessary to comply with the Indenture), plus (ii) any deficit from the Parking and Roadway Cost Center (relating to access roads to the Replacement Passenger Terminal and the portions of the Airport devoted to automobile parking) (or, if there is a surplus from the Parking and Roadway Cost Center, the surplus would be a credit), and less (iii) Non-Airline Revenue from the Replacement Passenger Terminal. “Non-Airline Revenue” refers to revenue received by the Authority from sources other than Signatory Airlines and includes PFC revenue.

Using the Replacement Passenger Terminal Requirement, the Authority will determine the “RPT Base Rate.” The RPT Base Rate is, for each Fiscal Year, a dollar amount per square foot that equals the Replacement Passenger Terminal Requirement divided by the sum of: (i) the aggregate square feet of Exclusive Use Space leased to all Signatory Airlines; and (ii) the square feet of Common Use Space.

For any Fiscal Year, a Signatory Airline’s monthly Rental will equal: the number of square feet of Exclusive Use Space leased by the Signatory Airline, multiplied by the applicable RPT Base Rate, and then divided by 12 (i.e., the number of months in a year).

The Common Use Fees each month will equal: the total number of square feet of Common Use Space, multiplied by the RPT Base Rate, and then divided by 12 (i.e., the number of months in a year). The Common Use Fees will be allocated among all of the Signatory Airlines based on the Common Use Formula. The Common Use Formula: (i) equally allocates among all Signatory Airlines 20% of the fees for the use of the Common Use Space; and (ii) allocates 80% of such fees among all Signatory Airlines according to the ratio of (A) the number of each Signatory Airline’s enplaning passengers at the Airport during each month of the Fiscal Year to (B) the total number of enplaning passengers of all Signatory Airlines for that month.

The Authority will also estimate the “Airfield Area Requirement” before the start of each Fiscal Year to determine the Landing Fee Rate for that Fiscal Year. Generally, the Airfield Area Requirement is: (i) all Authority costs and expenses for, or allocable to, the Airfield Cost Center (including amounts necessary to comply with the Indenture), plus (ii) any expense of services to be provided by the Authority’s member Cities to the Airfield Cost Center, plus (iii) any deficiency in any Special Fund of the Authority, but (iv) net of the Non-Airline Revenue from the Airfield Cost Center and (v) net revenue from the Estimated Other Buildings and Area Cost Center. The Authority’s Special Fund under this formula includes for the accumulation to (and maintenance of) an amount of unencumbered cash (or cash equivalents) equal to 540 days of the Airport Daily Operating Requirement. “Airport Daily Operating Requirement” is the dollar amount necessary for the Authority to maintain operation of the Airport for one full day, assuming no revenue.

The Authority will calculate the Landing Fee Rate for each Fiscal Year by dividing the Airfield Area Requirement by the estimated composite Maximum Gross Landing Weight of all Aircraft Arrivals of all Signatory Airlines during such Fiscal Year, based upon estimates of use provided by the Signatory Airlines. In any event, the Landing Fee Rate shall not be less than \$0.50 per 1,000 pounds. A Signatory Airline's Landing Fees for any month will be the product of the then applicable Landing Fee Rate multiplied by Airline's Total Landed Weight for the month. Similar to the Existing AUA, the New AUA has provisions for extraordinary adjustments to Landing Fee rates if the Authority's revenues are insufficient to satisfy expenses of operating the Airport or that are incidental to, or arise out of, the operations of the Airport.

After the close of each Fiscal Year, the Authority will make recalculations based on actual operating results. If the Recalculated Total (i.e., sum of the Recalculated Rent, Recalculated Common Use Fees and the Recalculated Landing Fees) is greater than the Total Received (i.e., the sum of Rental, Common Use Fees and Landing Fees actually paid by Signatory Airline) for such Fiscal Year, then the Signatory Airline will pay the difference within 30 days of the Authority's delivery of the Year-End Statement, which the Authority is required to be delivered by November 15 following the end of such Fiscal Year. If the Total Received is greater than the Recalculated Total, the Signatory Airline will receive a credit memo on any payment within the 12 months after the credit memo was issued.

A contrast between the "hybrid residual" rate-setting method under the Existing AUA and the "residual" rate-setting method under the New AUA lies in the Authority's ability to accumulate excess revenues from year to year. Under the Existing AUA, a Signatory Airline's rent and fees are based on established fixed rates (subject to the Authority's right to adjust rates each Fiscal Year). If the rent and fees collected exceed the Authority's expenses in any Fiscal Year, the excess can be accumulated for future use. In contrast, the rent and fees under the New AUA will be calculated based on requirements for the same Fiscal Year. If the rent and fees collected during a Fiscal Year exceed the requirements based on actual operating results, the excess will be credited to the Signatory Airline through the Fiscal Year-end reconciliation described above. Therefore, the Authority will not be able to accumulate the excess revenues in the same way as it has done under the Existing AUA. The formulas for calculating rent and fees each Fiscal Year under the New AUA take into account the debt service coverage requirement under the Indenture and any other applicable bond agreement. The Authority intends to retain, in the Surplus Fund established under the Indenture, an amount equal to 25% of the Accrued Debt Service on the Senior Bonds for debt service coverage purposes (see footnote 5 to the table under "AIRPORT CONSULTANT REPORT – Projected Net Revenues and Debt Service Coverage"). Furthermore, the New AUA provides for the establishment of a set-aside fund to be used for routine capital expenditures and other expenditures as deemed necessary by the Authority's Executive Director, and use of this fund will not be subject to Signatory Airline approval. The amount of this set-aside fund will initially equal \$3 million and will be increased by 3% each Fiscal Year. Replenishment of this set-aside fund each Fiscal Year, as necessary, will be included in the rate base for the Signatory Airlines under the New AUA. In addition to this set-aside fund, as described above in the paragraph pertaining to the calculation for "Airfield Area Requirement," the New AUA permits the Authority to accumulate and maintain sufficient cash (or cash equivalent) to allow the Airport to continue operation for 540 days in the event of an unforeseen revenue interruption (such as the one caused by the COVID-19 pandemic).

As in the Existing AUAs, the Authority has committed to not grant any Non-Signatory Airline more favorable terms than those granted under the New AUAs. The New AUA provides that the rent and landing fees for a Non-Signatory Airline will be at least 135% of the rates payable by the Signatory Airlines, and in any event, the landing fees payable by a Non-Signatory Airline will not be less than \$1.56 per 1,000 pounds of Maximum Gross Landing Weight.

Information Concerning Airlines

While the rent and fees paid by the airlines are an important revenue source, it should also be noted that the activity of airlines at the Airport is reasonably correlated with the total number of passengers at the Airport. These passengers pay for parking and concessions which account for an important share of the Authority's other revenues. The financial condition of the airlines serving the Airport can impact Authority operations and finances. The Authority cannot predict the extent of this impact or the financial condition of the airlines serving the Airport. The Authority makes no representation as to the business operations, financial condition or future viability of any airline and makes no representation about the filings referred to below. The commercial passenger airline industry has faced challenges

in recent times. See “CERTAIN INVESTMENT CONSIDERATIONS – Certain Factors Affecting the Airline Industry and Air Travel.”

The principal domestic airlines, or their respective parent corporations, including each current Signatory Airline, are subject to the information reporting requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file reports and other information, including financial information, with the SEC. The SEC maintains an Internet site that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC. Copies of such reports and statements can be obtained from the SEC website at <http://www.sec.gov>. The Authority has no responsibility for the completeness or accuracy of information available from the SEC, including, but not limited to, updates of information on the SEC’s website or links to other websites accessed through the SEC’s website. None of the information filed by the airlines or on the SEC’s website is incorporated into this Official Statement.

ESTIMATED SOURCES AND USES OF FUNDS FOR THE 2026 BONDS

Table 2 below sets forth the estimated sources and uses of funds in connection with the 2026 Bonds.

Table 2
Estimated Sources and Uses of Funds for the 2026 Bonds

	<u>2026A Bonds</u>	<u>2026B Bonds</u>	<u>2026C Bonds</u>	<u>Total</u>
Sources of Funds:				
Principal Amount	\$	\$	\$	\$
Original Issue [Premium][Discount]				
Total Sources	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
Uses of Funds:				
Defeasance of Commercial Paper Notes				
Deposit to 2026 Bonds Construction Account	\$	\$	\$	\$
Deposit to 2026 Bonds Capitalized Interest Account				
Deposit to Senior Debt Service Reserve Fund				
Costs of Issuance ⁽¹⁾				
Total Uses	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

⁽¹⁾ Includes Underwriters’ discount, rating agency fees, legal and other professional fees and other costs of issuing the 2026 Bonds.

DEBT SERVICE SCHEDULE

Table 3 below sets forth for each year ended July 1 the annual debt service requirements for the 2026 Bonds, the 2024 Bonds, and the 2012 Bonds.

Table 3
Debt Service Schedule

Year Ended July 1	2026A Bonds		2026B Bonds		2026C Bonds		2024 Bonds		2012 Bonds ⁽¹⁾	Total Debt Service ⁽²⁾
	Principal *	Interest	Principal*	Interest	Principal*	Interest	Principal	Interest	Total	
2026	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2027										
2028										
2029										
2030										
2031										
2032										
2033										
2034										
2035										
2036										
2037										
2038										
2039										
2040										
2041										
2042										
2043										
2044										
2045										
2046										
2047										
2048										
2049										
2050										
2051										
2052										
2053										
2054										
2055										
Total ⁽²⁾	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

* Preliminary, subject to change.

⁽¹⁾ Expected to be paid primarily from Available CFC Revenues. See Table A-4 in the Airport Consultant Report in APPENDIX A.

⁽²⁾ Numbers may not sum due to rounding.

THE 2026 BONDS

General

The 2026 Bonds will be dated their date of delivery and will bear interest from that date, payable on each January 1 and July 1, commencing January 1, 2027, at the interest rates, and will mature on July 1 in the years and principal amounts, set forth on the inside cover page of this Official Statement. Interest on the 2026 Bonds will be calculated on the basis of a 360-day year of twelve 30-day months.

Book-Entry Only System

The 2026 Bonds will be issued by means of The Depository Trust Company (“DTC”) book-entry system with no distribution of physical bond certificates made to the public. One bond certificate for each maturity of each Series will be issued to DTC, and immobilized in its custody. The book-entry system will evidence ownership of the 2026 Bonds in the principal amount of \$5,000 or any integral multiple thereof, with transfers of ownership effected on the records of DTC and its Participants.

When issued, the 2026 Bonds will be registered in the name of Cede & Co., as nominee of DTC. So long as DTC, or its nominee, is the registered Owner of all 2026 Bonds, all payments on the 2026 Bonds will be made directly to DTC, or its nominee, and disbursements of such payments to the DTC Participants will be the responsibility of DTC and disbursements of such payments to the Beneficial Owners of the 2026 Bonds will be the responsibility of the DTC Participants. For information on the DTC book-entry system, see APPENDIX E: “DTC BOOK-ENTRY ONLY SYSTEM.”

NEITHER THE AUTHORITY NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DTC PARTICIPANTS, INDIRECT DTC PARTICIPANTS, OR ANY BENEFICIAL OWNER WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, CEDE & CO., ANY DTC PARTICIPANT, OR ANY INDIRECT DTC PARTICIPANT; (B) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE 2026 BONDS; (C) THE SELECTION BY DTC OR ANY DTC PARTICIPANT OR INDIRECT DTC PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF EITHER SERIES OF THE 2026 BONDS; (D) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OR INDIRECT DTC PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR REDEMPTION PREMIUM, IF ANY, OR INTEREST DUE WITH RESPECT TO ANY 2026 BONDS; (E) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF THE 2026 BONDS; OR (F) ANY OTHER MATTER RELATING TO DTC OR THE DTC BOOK-ENTRY ONLY SYSTEM.

Redemption*

Optional Redemption of the 2026A Bonds and 2026B Bonds. The 2026A Bonds maturing on and after July 1, ____, are subject to redemption prior to maturity at the option of the Authority and from any source of funds, in whole or in part (in such amounts as are specified by the Authority) on any date on and after July 1, ____ at a Redemption Price equal to the principal amount of the 2026A Bonds to be redeemed, plus unpaid accrued interest thereon to the date fixed for redemption, without premium.

The 2026B Bonds maturing on and after July 1, ____, are subject to redemption prior to maturity at the option of the Authority and from any source of funds, in whole or in part (in such amounts as are specified by the Authority) on any date on and after July 1, ____ at a Redemption Price equal to the principal amount of the 2026B Bonds to be redeemed, plus unpaid accrued interest thereon to the date fixed for redemption, without premium.

[No Optional Redemption of 2026C Bonds. The 2026C Bonds will not be subject to optional redemption prior to maturity.]

* Preliminary, subject to change.

Mandatory Redemption of the 2026 Bonds. The 2026A Bonds maturing on July 1, _____ are subject to mandatory sinking fund redemption prior to their stated maturity, in part by lot, at a Redemption Price equal to the principal amount of such 2026A Bonds to be redeemed, without premium, on each July 1 commencing July 1, _____, in the following principal amounts which are the Sinking Fund Installments for such 2026A Bonds:

2026A Bonds Maturing July 1, _____

Year (July 1)	Principal Amount
------------------	---------------------

[†]Maturity Date

The 2026B Bonds maturing on July 1, _____ are subject to mandatory sinking fund redemption prior to their stated maturity, in part by lot, at a Redemption Price equal to the principal amount of such 2026B Bonds to be redeemed, without premium, on each July 1 commencing July 1, _____, in the following principal amounts which are the Sinking Fund Installments for such 2026B Bonds:

2026B Bonds Maturing July 1, _____

Year (July 1)	Principal Amount
------------------	---------------------

[†]Maturity Date

Method of Selecting the 2026 Bonds for Redemption. In the event that less than all of a Series of the Outstanding 2026A Bonds or 2026B Bonds are to be redeemed at the option of the Authority, the principal amount of each Series of 2026A Bonds or 2026B Bonds, and the principal amount of each maturity within a Series of 2026A Bonds or 2026B Bonds, to be redeemed will be determined by the Authority. In the event that less than all of the 2026A Bonds or 2026B Bonds of a Series and maturity are to be redeemed, the particular 2026A Bonds or 2026B Bonds of such Series and maturity to be redeemed will be selected by lot in such manner as the Trustee determines.

Upon surrender of any 2026A Bonds or 2026B Bonds to be redeemed in part only, the Authority will execute and the Trustee will authenticate and deliver to the Owner of such 2026A Bond or 2026B Bond, at the expense of the Authority, a new 2026A Bond or 2026B Bond, or 2026A Bonds or 2026B Bonds of Authorized Denominations equal in aggregate principal amount to the unredeemed portion of the 2026A Bond or 2026B Bond surrendered, of the same Series, maturity and terms as the surrendered 2026A Bonds or 2026B Bonds.

Notice of Redemption. Notice of redemption of 2026A Bonds or 2026B Bonds will be sent by the Trustee not less than 20 nor more than 60 days prior to the date set for redemption by first class mail, postage prepaid, at the address shown on the Bond Register, to the Owner of each 2026A Bond or 2026B Bond to be redeemed in whole or in part. During any period that a Securities Depository or its nominee is the registered Owner of the 2026A Bonds or 2026B Bonds to be redeemed, notices will be sent to such Securities Depository or its nominee. During such period, the Trustee will not be responsible for mailing notices of redemption to anyone other than such Securities Depository or its nominee.

Each notice of redemption of 2026A Bonds or 2026B Bonds will specify the Series and maturity date of the 2026A Bonds or 2026B Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the 2026A Bonds or 2026B Bonds of any like Series and maturity are to be redeemed, the letters and numbers or other distinguishing marks of such 2026A Bonds or 2026B Bonds to be redeemed, and, in the case of 2026A Bonds or 2026B Bonds to be redeemed in part only, such notice will also specify the respective portion of the principal amount of such 2026A Bonds or 2026B Bonds to be redeemed. Such notice will further state: (i) that on such redemption date there will become due and payable upon each 2026A Bond or 2026B Bond (or portion thereof) to be redeemed the Redemption Price thereof (or the Redemption Price of the specified portions of the principal amount thereof to be redeemed in the case of 2026A Bonds or 2026B Bonds to be redeemed in part only); except that in the case of a redemption at the option of the Authority, such notice will state that such Redemption Price will become due and payable on such redemption date only if the Trustee holds sufficient funds to pay the Redemption Price of the 2026A Bonds or 2026B Bonds to be redeemed; and (ii) that on such redemption date if the Trustee holds sufficient funds to pay the Redemption Price of the 2026A Bonds or 2026B Bonds (or the portions thereof) to be redeemed, from and after such redemption date interest on such 2026A Bonds or 2026B Bonds (or the portion of such 2026A Bonds or 2026B Bonds to be redeemed) will cease to accrue and be payable.

Receipt of notice of redemption will not be a condition precedent to the redemption of the 2026A Bonds or 2026B Bonds. The failure of any Owner of any 2026A Bond or 2026B Bond to receive any such notice or any insubstantial defect in such notice will not affect the validity of the proceedings for the redemption of the 2026A Bonds or 2026B Bonds.

Notice of redemption of the 2026A Bonds or 2026B Bonds is also to be sent by the Trustee at least 20 days before the redemption date to the Securities Depository, to the Municipal Securities Rulemaking Board (the "MSRB") (through the Electronic Municipal Market Access website of the MSRB), unless otherwise designated by the MSRB or the SEC.

If at the time notice of any optional redemption of the 2026A Bonds or 2026B Bonds is given, there has not been deposited with the Trustee sufficient moneys to redeem all of the 2026A Bonds or 2026B Bonds called for redemption, the notice will state that such redemption is conditioned upon the receipt by the Trustee, on or prior to the date fixed for such redemption, of sufficient moneys to pay the Redemption Price of the 2026A Bonds or 2026B Bonds to be redeemed, and if the Trustee does not receive such moneys, the redemption notice will be of no force and effect and the Authority will have no obligation to redeem such 2026A Bonds or 2026B Bonds.

SECURITY FOR THE 2026 BONDS

The 2026 Bonds will be special obligations of the Authority payable solely from, and secured solely by a pledge of, the Trust Estate. The 2026 Bonds will not constitute a general obligation of the Authority. The 2026 Bonds will not be secured by a legal or equitable pledge of, or charge or lien upon, any property of the Authority or any of its income or receipts except the Trust Estate. Neither the faith and credit nor the taxing power of the State of California or any public agency thereof, including the Cities of Burbank, Glendale and Pasadena, will be pledged to the payment of the 2026 Bonds, and the payment of the 2026 Bonds will not constitute a debt, liability or obligation of the State of California or any public agency thereof, including the Cities of Burbank, Glendale and Pasadena, other than the special obligation of the Authority as provided in the Indenture.

Pledge of Trust Estate; Net Revenues

Trust Estate. To secure the payment of all the Bonds (including the 2026 Bonds) and other Obligations at any time issued and Outstanding under the Indenture and to secure the performance and observance by the Authority of all of the covenants, agreements and conditions contained in the Bonds and other Obligations and the Indenture and any Issuing Instrument, the Authority under the Indenture pledges to the Trustee for the benefit of the Owners from time to time of all of the Bonds authenticated under the Indenture and issued by the Authority and Outstanding and the Owners from time to time of all other Obligations issued or incurred by the Authority and Outstanding, all with the respective priorities set forth in the Indenture, and grants to the Trustee for the benefit of the Owners from time to time of all the Bonds authenticated under the Indenture and issued by the Authority and Outstanding and the Owners from time to time of all other Obligations issued or incurred by the Authority and Outstanding, all with the respective

priorities set forth in the Indenture, a security interest in and lien on, all of its right, title and interest, whether now owned or thereafter acquired, in, to and under the Trust Estate.

Under the Indenture, "Trust Estate" means subject to the provisions of the Indenture and any applicable Issuing Instrument permitting the application thereof for the purposes and on the terms and conditions set forth therein and subject to the rights of the Authority to release categories of Revenues from the Trust Estate as provided in the Indenture and described below under "Released Revenues": (i) the Net Revenues; (ii) each Credit Support Instrument, including all payments thereunder; (iii) each Reserve Guaranty, including all payments thereunder; (iv) the Construction Fund, the Net Proceeds Fund, the Revenue Fund, the Senior Debt Service Fund, the Senior Debt Service Reserve Fund, the Subordinate Debt Service Fund, the Subordinate Debt Service Reserve Fund, the Junior Subordinate Fund, the Surplus Fund, each Senior Series Debt Service Reserve Fund and each Subordinate Series Debt Service Reserve Fund, including all Accounts in any of the foregoing, all money, instruments, investment property, and other property on deposit in or credited to any such Fund or Account, and all property, including Permitted Investments, purchased with money on deposit in or credited to any such Fund or Account; (v) any additional property that may from time to time, by delivery or by writing of any kind, be subjected to the lien hereof by the Authority or by anyone on its behalf which additional property the Trustee is authorized and directed to accept as part of the Trust Estate and any additional property in which a security interest is granted pursuant to a Supplemental Indenture or an Issuing Instrument to the extent provided in such Supplemental Indenture or Issuing Instrument; and (vi) all proceeds of the foregoing.

Notwithstanding any other provision of the Indenture or any Issuing Instrument, (i) the Senior Debt Service Fund shall secure only the Senior Bonds, (ii) the Senior Debt Service Reserve Fund shall secure only the Participating Senior Bonds, (iii) the Subordinate Debt Service Fund shall secure only the Subordinate Bonds, (iv) the Subordinate Debt Service Reserve Fund shall secure only the Participating Subordinate Bonds, (v) each Senior Series Debt Service Reserve Fund shall secure only the Senior Bonds that are specified in the applicable Supplemental Indenture to be secured thereby, (vi) each Subordinate Series Debt Service Reserve Fund shall secure only the Subordinate Bonds that are specified in the applicable Supplemental Indenture to be secured thereby, (vii) the Junior Subordinate Fund shall secure only the Junior Subordinate Obligations, (viii) each Credit Support Instrument, including the payments thereunder, shall secure or enhance only the Bonds or Obligations that are specified in the applicable Supplemental Indenture or Issuing Instrument to be secured or enhanced thereby, (ix) each Reserve Guaranty, including the payments thereunder, shall secure or enhance only the Bonds or Obligations that are specified in the applicable Supplemental Indenture or Issuing Instrument to be secured or enhanced thereby, and (x) each Account in the Construction Fund shall secure only the Bonds that are specified in the applicable Supplemental Indenture to be secured thereby.

Net Revenues. Under the Indenture, "Net Revenues" for any period of time, consist of Revenues for such period less Operating Expenses for such period. The pledge of the Net Revenues to the payment of the 2026 Bonds will be on a parity with other Senior Obligations issued in accordance with the Indenture.

Revenues. Under the Indenture, "Revenues" mean all income, receipts, earnings and revenues (including, but not limited to, any Subsidy) received by or accrued to the Authority, excluding the following (except to the extent deposited in the Revenue Fund): (a) gifts, grants and other funds otherwise included in the definition of "Revenues" which are restricted by their terms to purposes inconsistent with the payment of Operating Expenses or Debt Service on Obligations (including any security deposits provided to the Authority from airline companies); (b) Net Proceeds and other insurance proceeds, to the extent the use of such Net Proceeds or other proceeds are restricted by the terms of the policy under which they are paid to a use inconsistent with the payment of Operating Expenses or Debt Service on Obligations; (c) except as and to the extent included in calculations made pursuant to the Rate Covenant (as defined herein), any Transfer; (d) except for any Special Facility Revenue that constitutes Revenues as provided in the Indenture, any Special Facility Revenue; (e) any gain or loss from the sale, exchange or other disposition of capital assets of the Authority; (f) any Released Revenues; (g) any unrealized gains on securities held for investment by or on behalf of the Authority; (h) any gains or losses resulting from changes in valuation of any Swap; (i) any unrealized gains or losses from the write-down, reappraisal or revaluation of assets; (j) the proceeds of Obligations; (k) any Termination Payments paid to the Authority upon the termination of a Swap; (l) Facilities Construction Credits; (m) Passenger Facility Charges; (n) Customer Facility Charges; (o) Grant Funds; (p) investment income derived from any moneys or securities which may be placed in escrow or trust to defease Obligations; (q) any arbitrage earnings which are required to be paid to the United States of America pursuant to Section 148 of the Internal Revenue Code;

and (r) interest earnings or other investment earnings in the Net Proceeds Fund and any Account in the Construction Fund established by any Supplemental Indenture unless otherwise provided in such Supplemental Indenture.

The Indenture provides that for purposes of testing compliance with the Rate Covenant and the limitations contained in the Indenture on the issuance of Obligations, Revenues will be calculated based on Generally Accepted Accounting Principles, except that such calculation will include and exclude those items specifically included or excluded above or in the definition of Accrued Debt Service or Aggregate Adjusted Annual Debt Service, as applicable.

In addition, the Indenture provides that for purposes of meeting any of the tests prescribed by the Indenture, including the Rate Covenant and the limitations contained in the Indenture on the issuance of Obligations, any transfers from the Surplus Fund to the Revenue Fund are deemed to be “Revenues.”

Operating Expenses. Under the Indenture, “Operating Expenses” means the reasonable and necessary costs and expenses of operating, maintaining and administering the Airport, determined in accordance with Generally Accepted Accounting Principles, including (among other things), charges under management agreements for the operation and maintenance of the Airport, salaries and wages and payments for associated benefits including payments in connection with medical, pension and post-retirement medical plans, fees for services, costs of materials, supplies and fuel, reasonable expenses of management, repairs and other expenses necessary to maintain and preserve the Airport in good repair and working order, reasonable amounts for administration, overhead, insurance, taxes (if any) and other similar costs, legal fees and expenses, the costs of Capital Improvements to the extent said Capital Improvements are budgeted to be paid from the Operating Fund, the fees and expenses of the Fiduciaries, the fees and expenses of remarketing agents, auction agents and dealers, the regularly scheduled fees to be paid pursuant to any Credit Support Agreement, expenses incurred in connection with the purchase or redemption of Obligations, and all other costs (including overhead of officers and employees of the member cities of the Authority) properly allocable to the operation, maintenance or administration of the Airport, but excluding in all cases (a) amortization of intangibles or other bookkeeping entries of a similar nature; (b) amortization and depreciation of Airport facilities and assets; (c) charges for the payment of principal, Redemption Price, Purchase Price, interest or other payments on any Obligations; (d) any items chargeable to a capital account; (e) any loss from the sale, exchange or other disposition of capital assets of the Airport; (f) any unrealized losses on securities held for investment by or on behalf of the Authority; (g) any losses resulting from changes in valuation of any Swap; (h) any unrealized losses from the write-down, reappraisal or revaluation of assets including investments for “other than temporary” declines in book value; (i) any extraordinary losses; (j) any loss resulting from extinguishment of indebtedness; (k) the costs and expenses of operating, maintaining and administering any Special Facility; (l) any costs and expense paid or expected to be paid, or for which the Authority (or an entity controlled by the Authority) is or is expected to be reimbursed, from or through any source (including Released Revenues) that is not included or includable in the definition of “Revenues”, as determined by the Authority and described in a certificate of an Authorized Authority Representative delivered to the Trustee; and (m) any costs and expenses to the extent such costs and expenses are directly related or reasonably allocable to a category of Released Revenues, as determined by the Authority and described in a certificate of an Authorized Authority Representative delivered to the Trustee.

The Indenture provides that for purposes of testing compliance with the Rate Covenant and the limitations contained in the Indenture on the issuance of Senior Obligations (including the limitations described in “—Additional Senior Obligations”), Subordinate Obligations and Junior Subordinate Obligations, Operating Expenses will be calculated based upon Generally Accepted Accounting Principles, except that such calculation will include and exclude those items specifically included or excluded above.

Available Revenues. Under the Indenture, Passenger Facility Charges, Customer Facility Charges and Grant Funds are excluded from the definition of “Revenues” and the pledge of the Trust Estate under the Indenture unless the Authority, in its discretion, elects to deposit all or any part of the Passenger Facility Charges, Customer Facility Charges or Grant Funds received by the Authority into the Revenue Fund (in which case such deposited funds are considered Revenues) or elects to specify in a Supplemental Indenture or Issuing Instrument all or any part of such Passenger Facility Charges, Customer Facility Charges or Grant Fund as Available Revenues, in which case such Available Revenues will secure the applicable Obligations according to the lien and payment priority specified in such Supplemental Indenture or Issuing Instrument. The Indenture provides that at any time and from time to time, the Authority and the Trustee without the consent of the Owner of any Obligation and without the consent of any Credit

Provider, may enter into a Supplemental Indenture or Issuing Instrument that (i) specifies the amount of Passenger Facility Charges, Customer Facility Charges and Grant Funds which will constitute Available Revenues during each Fiscal Year specified in such Supplemental Indenture or Issuing Instrument, (ii) specifies Obligations that are to be secured by Available Revenues and (iii) specifies the lien and payment priority of the Obligations. More than one Series of Obligations may be secured by Available CFC Revenues, Available Grant Revenues or Available PFC Revenues, and no consent from any Owner of any Obligation that is secured by any Available Revenues, or from any Credit Provider, shall be required as a condition to the issuance or incurring of any subsequently-issued Obligations that are secured by any Available Revenues. Notwithstanding any other provision of the Indenture, any Issuing Instrument, any Credit Support Agreement or any Credit Support Instrument, the Authority and the Trustee may amend (including reduce) the amount of Available CFC Revenues, or Available PFC Revenues specified pursuant to the provision of the Indenture with respect to any Fiscal Year without the consent of any Owner of any Obligation or any Credit Provider.

Pursuant to the Third Supplemental Indenture, the Authority pledged certain Customer Facility Charges as Available Revenues for the benefit of the 2012 Bonds. The Indenture provides that for so long as the 2012 Bonds are Outstanding, the Available Revenues pledged to the 2012 Series Bonds shall be deposited in the Debt Service Fund for the payment of debt service on the 2012 Bonds as provided in the Third Supplemental Indenture. These Available Revenues are not available for payment of debt service on the 2026 Bonds.

The Revenue Fund. The Authority is obligated under the Indenture to deposit all Revenues into the Revenue Fund. Amounts in the Revenue Fund are to be deposited into the various funds and accounts and applied to the payments specified in the Indenture on a monthly basis. See “– Flow of Funds” below.

Released Revenues

The Authority may cause a category of income, receipts or other revenues (“Released Revenues”) then included in the definition of “Revenues” under the Indenture to be excluded from such definition for all purposes of the Indenture by filing the following with the Trustee: (a) a written request of an Authorized Authority Representative to release such category of income, receipts and other revenues from the definition of Revenues, accompanied by a written certificate of an Authorized Authority Representative certifying the Authority is in compliance with all requirements of the Indenture; (b) a certificate of an Authorized Authority Representative or a report of an Independent Certified Public Accountant to the effect that Net Revenues, excluding the category of Revenues proposed to become Released Revenues and any corresponding Released Revenues Related Expenses, for each of the two Fiscal Years for which audited financial statements are available immediately preceding the date of such certificate or report were sufficient to satisfy the Rate Covenant for each of the two such Fiscal Years, assuming that 150% (instead of 125%) was used for the Senior Rate Coverage Covenant (as defined herein), 125% (instead of 110%) was used for the Subordinate Rate Coverage Covenant (as defined herein) and 110% (instead of 100%) was used for the Junior Subordinate Rate Coverage Covenant (as defined herein); (c) a certificate of an Authorized Authority Representative or Airport Consultant retained by the Authority to the effect that based upon current knowledge of the operations of the Airport, Net Revenues, excluding the category of Revenues proposed to become Released Revenues, and any corresponding Released Revenues Related Expenses, for the current Fiscal Year (and the preceding Fiscal Year if such year is not included in the certificate required of an Authorized Authority Representative described in clause (b) of this paragraph) are expected to be sufficient to satisfy the applicable Rate Covenant for such Fiscal Year, assuming that 150% (instead of 125%) was used for the Senior Rate Coverage Covenant, 125% (instead of 110%) was used for the Subordinate Rate Coverage Covenant and 110% (instead of 100%) was used for the Junior Subordinate Rate Coverage Covenant; and (d) a Rating Confirmation in connection with the withdrawal of the category of income, receipts and other revenues proposed to become Released Revenues. Notwithstanding the provisions in the Indenture related to Released Revenues or anything to the contrary contained in the Indenture, the Authority may, at any time, cause all or any portion of any Released Revenues to be included in the Definition of “Revenues” for all purpose of the Indenture (and thereby also include any corresponding Released Revenue Related Expenses in the definition of “Operating Expenses” for all purposes of the Indenture), which inclusion shall become effective when the Authority files with the Trustee a written request from an Authorized Authority Representative to include such Released Revenues in the definition of Revenues.

The Authority has not designated any Released Revenues under the Indenture.

Obligations Issued or Incurred under the Indenture

Under the Indenture, Obligations may be issued or incurred subject to the terms, conditions and limitations established under the Master Indenture, any Supplemental Indenture or Issuing Instrument. Under the Indenture, “Obligations” means with respect to any Person and without duplication: (a) obligations of such Person with respect to borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments (including Bonds), (c) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business (including, without limitation, accounts payable to construction contractors and other professionals for services rendered), (d) all obligations of such Person as lessee under finance leases, (e) all indebtedness of others secured by a lien on any asset of such Person, whether or not such indebtedness is assumed by such Person, (f) all indebtedness of others guaranteed by such Person, and (g) all obligations of such Person under a Swap.

Bonds may be issued and secured under the Indenture as “Senior Bonds,” “Subordinate Bonds,” or “Junior Subordinate Bonds” and Obligations (which includes Bonds) may be incurred and secured under the Indenture as “Senior Obligations,” “Subordinate Obligations” or “Junior Subordinate Obligations.” In addition, nothing in the Indenture prohibits the Authority from issuing obligations payable from and secured by the Trust Estate if such obligations are subordinate in payment and priority to the Junior Subordinate Obligations, the Subordinate Obligations and the Senior Obligations. Pursuant to the Indenture, all Senior Obligations shall be senior in payment and priority to all Subordinate Obligations, Junior Subordinate Obligations and any other subordinate obligations.

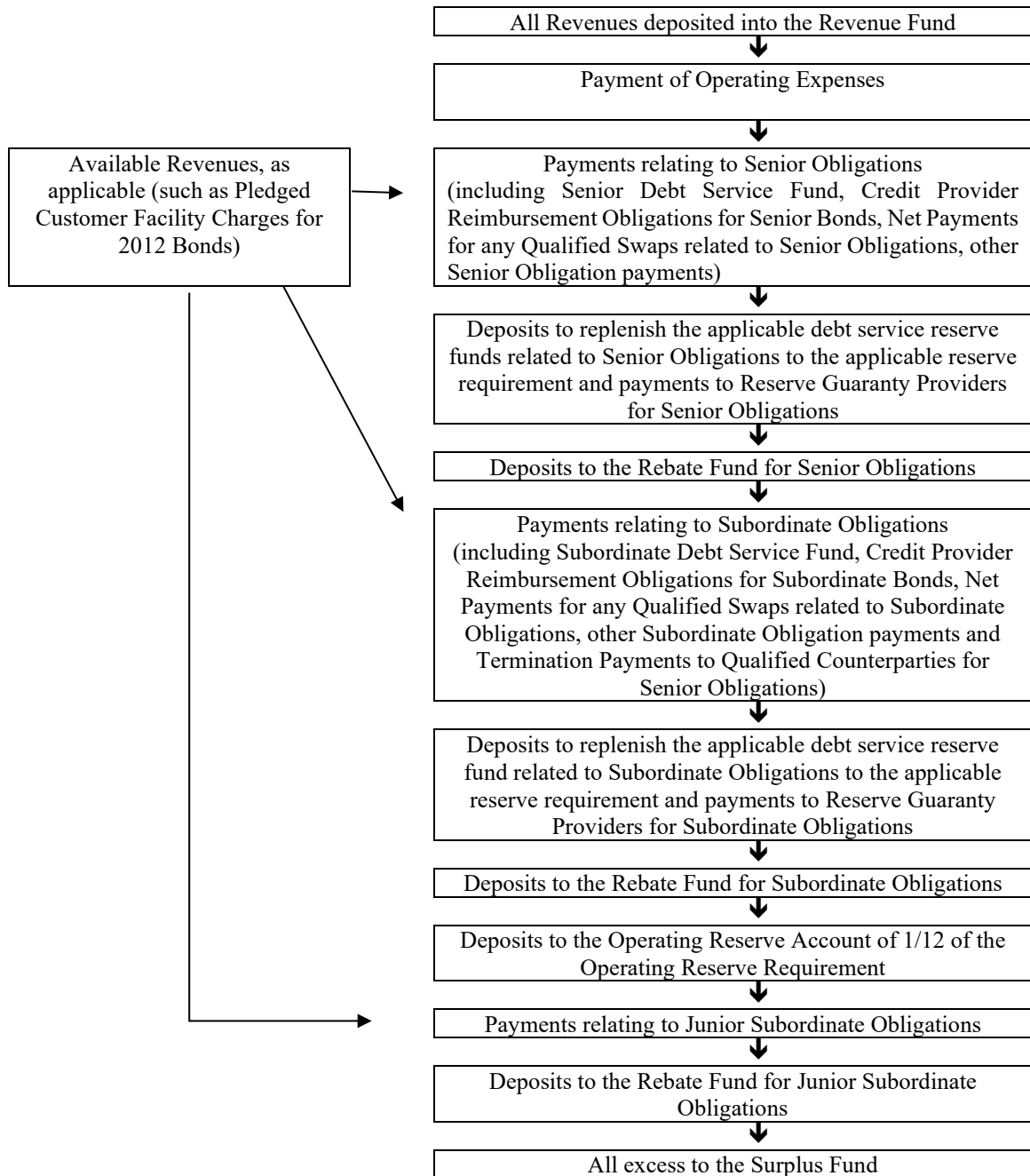
For information on the Outstanding Senior Obligations, see “THE AIRPORT – Outstanding Debt.”

See “INTRODUCTION – Outstanding Senior Obligations.” Also see “– Additional Senior Obligations,” “– Additional Subordinate Obligations” and “– Junior Subordinate Obligations, Special Facility Obligations and Other Indebtedness.”

Flow of Funds

The Authority is required under the Indenture to promptly deposit all Revenues in the Revenue Fund upon receipt. The Revenue Fund is held by the Authority. The Authority may from time to time, in its sole discretion and without any obligation to do so, deposit funds from any available source into the Revenue Fund.

This chart below sets forth a simplified graphic presentation of the monthly flow of Revenues pursuant to the Indenture. The Authority is providing it solely for convenience of the reader and the Authority qualifies it in its entirety by reference to the statements below in this “ – Flow of Funds.”



As soon as practicable in each month, but in any case no later than the last Business Day of such month, the Authority is required to withdraw moneys from the Revenue Fund and apply such moneys to the deposits and payments indicated below, in the amounts and in the priority set forth below:

First, to the Operating Fund (held by the Authority), the amount which, together with any amount therein available to pay such Operating Expenses (other than amounts in the Operating Reserve Account), is equal to the total amount appropriated for Operating Expenses in such month pursuant to the then current Annual Budget.

Second,

- (i) to the Trustee for deposit in the Senior Debt Service Fund (held by the Trustee), the amount, if any, required so that the balance in said Fund will equal the Accrued Debt Service on all Outstanding Senior Bonds as of the last day of such month;
- (ii) to the extent not included in Debt Service on Senior Bonds and to the extent not otherwise paid as an Operating Expense from the Operating Fund, to each Credit Provider of a Credit Support Instrument relating to the Senior Bonds, the amount of any Reimbursement Obligation, if any, payable by the Authority as of the last day of such month in accordance with each applicable Credit Support Agreement;
- (iii) to each Qualified Counterparty, the amount of any Net Payments, if any, payable by the Authority as of the last day of such month in accordance with each applicable Qualified Swap relating to the Senior Obligations; and
- (iv) to the applicable trustee or paying agent for, or owner of, Outstanding Senior Obligations not specified above, the amount, if any, required to be paid during such month to such trustee, paying agent or owner as and to the extent required by the Supplemental Indentures or Issuing Instruments for payment of such Outstanding Senior Obligations.

Third,

- (i) subject to the provisions of the Indenture permitting the replacement of deposits and transfers to the Senior Debt Service Reserve Fund with a deposit of one or more Reserve Guaranties, to the Trustee for deposit in the Senior Debt Service Reserve Fund (held by the Trustee) the amount, if any, required to maintain the Senior Debt Service Reserve Fund at the applicable Senior Debt Service Reserve Requirement; provided that the maximum amount required to be deposited into the Senior Debt Service Reserve Fund in any month shall not exceed one-twelfth (1/12) of the applicable Senior Debt Service Reserve Requirement; and
- (ii) to the Trustee for deposit in each Senior Series Debt Service Reserve Fund (held by the Trustee), the amount, if any, required to be paid during such month pursuant to the applicable Supplemental Indenture to maintain each Senior Series Debt Service Reserve Fund at the amount required by such Supplemental Indenture;
- (iii) to the applicable trustee or paying agent for, or owner of Outstanding Senior Obligations other than Senior Bonds, the amount, if any, required to be paid during such month to such trustee, paying agent or owner pursuant to the Issuing Instruments for such Outstanding Senior Obligations to maintain each debt service reserve for such Outstanding Senior Obligations at the amount required by the applicable Issuing Instruments; and
- (iv) to each Reserve Guaranty Provider relating to Senior Obligations, the amount, if any, payable by the Authority as of the last day of such month in accordance with each applicable Reserve Guaranty Agreement.

Fourth, to the Rebate Fund (held by the Trustee), the amount required to be paid for Senior Obligations pursuant to Rebate Instructions.

Fifth,

- (i) to the Trustee for deposit in the Subordinate Debt Service Fund (held by the Trustee), the amount, if any, required so that the balance in said Fund shall equal the Accrued Debt Service on all Outstanding Subordinate Bonds as of the last day of such month;
- (ii) to the extent not included in Debt Service on Subordinate Bonds, to each Credit Provider of a Credit Support Instrument relating to the Subordinate Bonds and to the extent not otherwise paid as an Operating Expense from the Operating Fund, the amount of the Reimbursement Obligation, if any, payable by the Authority as of the last day of such month in accordance with each applicable Credit Support Agreement;
- (iii) to each Qualified Counterparty, the amount of Net Payments, if any, payable by the Authority as of the last day of such month in accordance with each applicable Qualified Swap relating to the Subordinate Obligations or investments in funds established by the Indenture;
- (iv) to the applicable trustee or paying agent for, or owner or payee of, Outstanding Subordinate Obligations not specified above under this heading *Fifth*, the amount, if any, required to be paid during such month to such trustee, paying agent, owner or payee as and to the extent required by the Supplemental Indentures or Issuing Instruments for payment of such Outstanding Subordinate Obligations; and
- (v) to each Qualified Counterparty, the balance of the amounts to be paid by the Authority, if any, as of the last day of such month in accordance with each applicable Qualified Swap relating to Senior Obligations, including any Termination Payments.

Sixth,

- (i) subject to the provisions of the Indenture permitting the replacement of deposits and transfers to the Subordinate Debt Service Reserve Fund with a deposit of one or more Reserve Guaranties, to the Trustee for deposit in the Subordinate Debt Service Reserve Fund (held by the Trustee) the amount, if any, required to maintain the Subordinate Debt Service Reserve Fund at the applicable Subordinate Debt Service Reserve Requirement; provided that the maximum amount required to be deposited into the Subordinate Debt Service Reserve Fund in any month shall not exceed one-twelfth (1/12) of the applicable Subordinate Debt Service Reserve Requirement;
- (ii) to the Trustee for deposit in each Subordinate Series Debt Service Reserve Fund (held by the Trustee), the amount, if any, required to be paid during such month pursuant to the applicable Supplemental Indenture to maintain each Subordinate Series Debt Service Reserve Fund at the amount required by such Supplemental Indenture;
- (iii) to the applicable trustee or paying agent for, or owner of, Outstanding Subordinate Obligations other than Subordinate Bonds, the amount, if any, required to be paid during such month to such trustee, paying agent or owner pursuant to the Issuing Instruments for such Outstanding Subordinate Obligations to maintain each debt service reserve for such Outstanding Subordinate Obligations at the amount required by the applicable Issuing Instrument; and

- (iv) to each Reserve Guaranty Provider relating to Subordinate Obligations, the amount, if any, payable by the Authority as of the last day of such month in accordance with each applicable Reserve Guaranty Agreement.

Seventh, to the Trustee for deposit in the Rebate Fund (held by the Trustee), the amount required to be paid for Subordinate Obligations pursuant to the Rebate Instructions.

Eighth, to the Operating Reserve Account (held by the Authority) one-twelfth (1/12) of the Operating Reserve Requirement, but only to the extent such deposit is required to make the amount on deposit in the Operating Reserve Account equal to the Operating Reserve Requirement.

Ninth, to the Junior Subordinate Fund (held by the Authority), the amount, if any, required to be paid during such month with respect to Junior Subordinate Obligations pursuant to the Indenture.

Tenth, to the Trustee for deposit in the Rebate Fund (held by the Trustee), the amount required to be paid for Junior Subordinate Obligations pursuant to the Rebate Instructions.

Eleventh, on the last Business Day of each month after making the deposits and payments required by *First* through *Tenth* above, the Authority may withdraw from the Revenue Fund and deposit in the Surplus Fund the balance, if any, of moneys remaining in the Revenue Fund.

In the event there is not then on deposit in the Revenue Fund sufficient moneys to make all the deposits and payments specified above, then such deposits and payments will be made in the priority indicated above. In the event any of the priorities specified above requires more than one such deposit or payment, and there is not then on deposit in the Revenue Fund sufficient moneys to make all such deposits and payments, then such deposits and payments will be made pro rata (based on the total amount of such deposits and payments then due) to the extent of available moneys.

If on any date the amount in the Funds described in *First* through *Tenth* above shall be less than the requirement of such Fund as described above, then the Authority shall transfer from the Surplus Fund and deposit in the Funds in the order of priority described above the amount necessary (or all the moneys in the Surplus Fund if less than the amount necessary) to make up any such deficiency. Amounts in the Surplus Fund not required to meet deficiencies shall be used by the Authority for any lawful purpose.

For more information, see APPENDIX C-1: "COPY OF AMENDED AND RESTATED MASTER INDENTURE."

Rate Covenant

General. The Authority has covenanted in the Indenture (the "General Rate Covenant") that, while any of the Obligations remain Outstanding, it will establish, fix, prescribe and collect rates, tolls, fees, rentals and charges in connection with the ownership and operation of the Airport and for services rendered in connection therewith, so that Net Revenues in each Fiscal Year will be at least equal to 100% of the aggregate amount of transfers required to be made by the Authority under clauses *Second* through *Tenth* described under "—Flow of Funds" during such Fiscal Year.

The Authority has further covenanted in the Indenture (the "Senior Coverage Rate Covenant") that it will establish, fix, prescribe and collect rates, tolls, fees, rentals and charges in connection with the ownership and operation of the Airport and for services rendered in connection therewith, so that for each Fiscal Year the Net Revenues for such Fiscal Year plus any Transfer (as defined below) will be equal to at least 125% of Accrued Debt Service on all Outstanding Senior Obligations for such Fiscal Year. For purposes of the Senior Coverage Rate Covenant, the amount of any Transfer taken into account will not exceed 25% of the Accrued Debt Service on the Outstanding Senior Obligations for such Fiscal Year.

The Authority has further covenanted in the Indenture (the "Subordinate Coverage Rate Covenant") that it will establish, fix, prescribe and collect rates, tolls, fees, rentals and charges in connection with the ownership and

operation of the Airport and for services rendered in connection therewith, so that for each Fiscal Year the Net Revenues for such Fiscal Year plus any Transfer will be equal to at least 110% of Accrued Debt Service on all Outstanding Senior Obligations and Subordinate Obligations for such Fiscal Year. For purposes of the Subordinate Coverage Rate Covenant, the amount of any Transfer taken into account shall not exceed 10% of the Accrued Debt Service on the Outstanding Senior Obligations and Subordinate Obligations for such Fiscal Year.

The Authority has further covenanted in the Indenture (the “Junior Subordinate Coverage Rate Covenant” and together with the General Rate Covenant, the Senior Coverage Rate Covenant and the Subordinate Coverage Rate Covenant, the “Rate Covenant”) that it will establish, fix, prescribe and collect rates, tolls, fees, rentals and charges in connection with the ownership and operation of the Airport and for services rendered in connection therewith, so that for each Fiscal Year the Net Revenues for such Fiscal Year will be equal to at least 100% of Accrued Debt Service on all Outstanding Senior Obligations, Subordinate Obligations and Junior Subordinate Obligations for such Fiscal Year.

The General Rate Covenant, the Senior Coverage Rate Covenant, the Subordinate Coverage Rate Covenant and the Junior Subordinate Coverage Rate Covenant are collectively referred to herein as the “Rate Covenant.”

“Transfer” means, with respect to a Fiscal Year or 12-month period, as applicable, (a) the amount in the Surplus Fund on the last Business Day of such Fiscal Year or 12-month period, as applicable, plus (b) any amounts withdrawn from the Surplus Fund during such Fiscal Year or 12-month period, as applicable, to pay Operating Expenses and to make any required payments or deposits to pay or secure the payment of principal, Purchase Price or Redemption Price of or interest on Obligations, less (c) any amounts credited to the Surplus Fund from the Revenue Fund during such Fiscal Year or 12-month period, as applicable.

The Indenture provides that Accrued Debt Service does not include Debt Service payable from Capitalized Interest and Available Revenues (including the Available Revenues used to pay debt service on the 2012 Bonds) or moneys other than Revenues, including any investment earnings thereon.

Failure to Meet Rate Covenant. The Indenture provides that if in any Fiscal Year the Rate Covenant is not satisfied, the Authority will retain and direct an Airport Consultant to make recommendations as to the revision of the Authority’s business operations and its schedule of the Airport rates, tolls, fees rentals and charges for the use of the Airport and for services rendered by the Authority in connection with the Airport. After receiving such recommendations, the Authority is required to, subject to applicable requirements or restrictions imposed by law, and subject to a good faith determination of the Authority Commission that such recommendations, in whole or in part, are in the best interests of the Authority, take all lawful measures to comply with the recommendations of the Airport Consultant as to revisions of the Authority’s business operations and schedule of rates, tolls, fees rentals and charges as may be necessary to produce Net Revenues in the next Fiscal Year sufficient to satisfy the Rate Covenant.

In the event that in any Fiscal Year the Rate Covenant is not satisfied but, prior to or during the next succeeding Fiscal Year, the Authority has taken all lawful measures to comply with the recommendations of the Airport Consultant as to revisions of the Authority’s business operations and schedule of Airport rates, tolls, fees, rentals and charges as described above, such deficiency in Net Revenues will not constitute an Event of Default under the Indenture. Nevertheless, if such measures fail to provide Net Revenues sufficient to satisfy the Rate Covenant in the next Fiscal Year (as evidenced by the audited financial statements of the Authority for such Fiscal Year), such deficiency in Net Revenues for two successive Fiscal Years will, with the applicable notice, constitute an Event of Default under the Indenture.

Senior Debt Service Reserve Fund

The Sixth Supplemental Indenture provides that the 2026 Bonds will constitute Participating Senior Bonds, and that the payment of the principal of and interest on the 2026 Bonds will be secured by amounts in the Senior Debt Service Reserve Fund. The Senior Debt Service Reserve Fund also secures any other Series of Participating Senior Bonds. The Indenture includes a pledge of, and lien on, the Senior Debt Service Reserve Fund, including the investments of amounts in the Senior Debt Service Reserve Fund and any Reserve Guaranties therein for the benefit and protection of the Owners of the 2026 Bonds and any other Series of Participating Senior Bonds. The 2024 Bonds are Participating Senior Bonds. The 2012 Bonds are not Participating Senior Bonds and are secured by a “2012 Series Debt Service Reserve Fund” established under the Third Supplemental Indenture that only secures the 2012 Bonds.

The Indenture establishes the “Senior Debt Service Reserve Requirement” for the Senior Debt Service Reserve Fund to be, as of any date of calculation, an amount equal to the least of (a) 10% of the initial offering price to the public of the Participating Senior Bonds as determined under the Internal Revenue Code, or (b) the greatest amount of Bond Debt Service for the Participating Senior Bonds in any Fiscal Year during the period commencing with the Fiscal Year in which the determination is being made and terminating with the last Fiscal Year in which any Participating Senior Bond is due, or (c) 125% of the sum of the Bond Debt Service for the Participating Senior Bonds for all Fiscal Years during the period commencing with the Fiscal Year in which such calculation is made (or if appropriate, the first full Fiscal Year following the issuance of the Participating Senior Bonds) and terminating with the last Fiscal Year in which any Bond Debt Service for the Participating Senior Bonds is due, divided by the number of such Fiscal Years, all as computed and determined by the Authority and specified in writing to the Trustee. The Authority purchased the 2024 Reserve Policy when the 2024 Bonds were issued.

The Authority has applied for a debt service reserve surety policy. The Authority will determine whether to utilize a debt service reserve surety policy at the time of the sale of the 2026 Bonds, depending on market conditions and other factors. The 2024 Reserve Policy and the deposit to the Senior Debt Service Reserve Fund and/or purchase of a debt service reserve surety policy with a portion of the proceeds of the 2026 Bonds, together, will be sufficient to satisfy the Senior Debt Service Reserve Requirement upon the issuance of the 2026 Bonds.

As provided in the Indenture, if on the Business Day immediately preceding an Interest Payment Date for the Participating Senior Bonds (including the 2026 Bonds), or any other date on which any principal or interest on the Outstanding Participating Senior Bonds is due, after applying amounts in the Senior Debt Service Fund ratably (based on the amounts due) to the payment of the principal and interest then due with respect to all Outstanding Senior Bonds, the amount in the Senior Debt Service Fund available for payment of the principal and interest then due with respect to all Outstanding Participating Senior Bonds is less than the amount due on such date, the Trustee shall apply amounts in the Senior Debt Service Reserve Fund ratably (based on amounts due) to the extent necessary to make good the deficiency for the principal and interest then due with respect to the Outstanding Participating Senior Bonds.

If the amount on deposit in the Senior Debt Service Reserve Fund at any time is less than the Senior Debt Service Reserve Requirement, the deficiency is required to be made up as set forth under “—Flow of Funds” below.

See APPENDIX C-1: “COPY OF AMENDED AND RESTATED MASTER INDENTURE.”

Additional Senior Obligations

The 2026 Bonds (and the 2024 Bonds and the 2012 Bonds) are Senior Bonds and Senior Obligations under the Indenture. See “— Obligations Issued or Incurred Under the Indenture” for a description of the Outstanding Senior Obligations on the date of issuance of the 2026 Bonds. As provided under the Indenture, all Senior Obligations (i) shall be senior in payment and priority to all Subordinate Obligations, Junior Subordinate Obligations, and all Obligations junior and subordinate to the Junior Subordinate Obligations; (ii) shall be paid with the priority provided in the Indenture and described above under “Flow of Funds,” and (iii) shall be entitled to all of the benefits provided to Senior Obligations by the terms of the Indenture and any applicable Issuing Instrument.

The Authority is authorized under the Indenture (upon the satisfaction of the applicable conditions described below) to issue additional Senior Obligations pursuant to a Supplemental Indenture (in the case of Senior Bonds) or an Issuing Instrument (in the case of Senior Obligations other than Senior Bonds). Such Senior Obligations (including Senior Bonds) will be secured by a pledge of the Trust Estate on a parity with the 2026 Bonds and the other Outstanding Senior Obligations. The Authority may designate all or any Additional Senior Bonds as Participating Senior Bonds which will be secured by amounts in the Senior Debt Service Reserve Fund provided that the amount on deposit in the Senior Debt Service Reserve Fund upon the issuance of such Participating Senior Bonds is at least equal to the Senior Debt Service Reserve Requirement for the Senior Debt Service Reserve Fund. The Authority may choose not to designate all or any Additional Senior Bonds as Participating Bonds and such Senior Bonds may be secured by no debt service reserve or by a Senior Series Debt Service Reserve Fund provided that the amount on deposit in any such Senior Series Debt Service Reserve Fund upon the issuance of such Senior Bonds is at least equal to the Senior Debt Service Reserve Requirement for such Senior Series Debt Service Reserve Fund.

Under the Indenture, the Authority may, at any time and from time to time, issue any Additional Senior Obligations provided either of the following tests (the “Additional Senior Obligations Test”) is satisfied:

(A) an Airport Consultant has provided to the Trustee a certificate stating that, based upon assumptions the Person signing the certificate deems reasonable, projected Net Revenues will be sufficient to satisfy the Rate Covenant for each of the next five full Fiscal Years following the issuance of the Additional Senior Obligations, or each of the next two full Fiscal Years following completion of the Capital Improvements financed by the Additional Senior Obligations proposed to be issued, whichever is later; and provided further that if there is Capitalized Interest for any Senior Obligations to be Outstanding after the issuance of the proposed Additional Senior Obligations in the last Fiscal Year of the test period described in this clause (A), the test period will be extended through the first full Fiscal Year for which there is no such Capitalized Interest; or

(B) an Authorized Authority Representative has provided to the Trustee a certificate stating that Net Revenues for either the most recent Fiscal Year for which audited financial statements of the Authority are available or any 12 consecutive months out of the most recent 18 consecutive months immediately preceding the month of issuance of the proposed Additional Senior Obligations were not less than (1) 125% of the sum of Maximum Aggregate Adjusted Debt Service with respect to all Outstanding Senior Obligations and the proposed Senior Obligations, (2) 110% of the Maximum Aggregate Adjusted Annual Debt Service with respect to all Outstanding Senior Obligations and Subordinate Obligations and the proposed Senior Obligations, and (3) 100% of the Maximum Aggregate Adjusted Annual Debt Service with respect to all Outstanding Senior Obligations, Subordinate Obligations and Junior Obligations and the proposed Senior Obligations.

For purposes of paragraph (A) above, the Person signing the certificate required by such clause may assume that, in each relevant Fiscal Year, Accrued Debt Service for Outstanding Obligations will equal Aggregate Adjusted Annual Debt Service for such Fiscal Year. For purposes of paragraph (A) above, in estimating Net Revenues, the Person signing the certificate required by such clause may take into account (1) Revenues from Capital Improvements reasonably expected to become available during the period for which the estimates are provided, (2) any increase in fees, rates, charges, rentals or other sources of Revenues which has been approved by the Authority Commission and will be in effect during the period for which the estimates are provided or (3) any other increases in Revenues which the Person signing the certificate believes to be a reasonable assumption for such period. With respect to Operating Expenses of the Authority, the Person signing the certificate required by paragraph (A) above will use such assumptions as such Person believes to be reasonable, taking into account: (1) historical Operating Expenses of the Authority, (2) Operating Expenses associated with the Capital Improvements to be funded with the proceeds of the Additional Senior Obligations proposed to be issued and any other new Capital Improvements and Airport facilities and (3) such other factors, including inflation and changing operations or policies of the Authority, as the Person signing such certificate believes to be appropriate.

For purposes of paragraph (B) above, the Authority will be allowed to adjust Net Revenues for earnings arising from any increase in Airport rates, charges and fees which has become effective prior to the issuance of such proposed Additional Senior Obligations but which, during the Fiscal Year or 12-month period utilized by the Authority for purposes of paragraph (B) above, was not in effect for the entire Fiscal Year or 12-month period under consideration, in an amount equal to the amount by which the Net Revenues would have been increased if such increase in Airport rates, charges and fees had been in effect during the whole Fiscal Year or 12-month period under consideration, as determined by an Authorized Authority Representative.

Neither of the certificates described under paragraph (A) or paragraph (B) above will be required if the proceeds of Additional Senior Obligations being issued will be used to pay Costs of completing the Construction of a Capital Improvement for which Senior Obligations have previously been issued and the principal amount of such Additional Senior Obligations being issued for completion purposes does not exceed 15% of the principal amount of the Senior Obligations originally issued for such Capital Improvement and there is delivered to the Trustee a certificate of an Authorized Airport Representative or an Airport Consultant stating that the nature and purpose of such Capital Improvement has not materially changed and that the proceeds of such Senior Parity Obligations plus any other moneys in the Construction Fund available to pay the Costs of such Capital Improvement are expected to be sufficient to pay the Costs of completing the Construction of the Capital Improvement.

The Authority will use the Additional Senior Obligations Test described under paragraph (A) in connection with the issuance of the 2026 Bonds.

Without satisfying the requirements of the Additional Senior Obligations Test, the Authority may issue or enter into an Obligation which is a Qualified Swap, the Net Payments under which will constitute Senior Obligations, provided that at the time of entering into the Swap (i) the Qualified Swap relates to a principal amount of Outstanding Senior Obligations issued or expected to be issued; (ii) the notional amount of the Qualified Swap will not exceed the principal amount of the related Outstanding Senior Obligations or Senior Obligations expected to be issued; and (iii) the counterparty will be a Qualified Counterparty.

The Authority may, at any time and from time to time, issue Refunding Senior Obligations provided that either: (i) the requirements set forth in the Additional Senior Obligations Test above are satisfied upon the issuance of such Refunding Senior Obligations and the application of the proceeds thereof; or (ii) the Trustee has received a certificate of an Authorized Authority Representative certifying that the Aggregate Adjusted Annual Debt Service for all Senior Obligations to be Outstanding after the issuance of such Refunding Senior Obligations will not exceed the Aggregate Adjusted Annual Debt Service for all Senior Obligations Outstanding prior to the issuance of such Refunding Senior Obligations in each Test Year. "Test Year" is defined under the Indenture as the period commencing in the Fiscal Year in which such Obligations are issued and ending in the last Fiscal Year in which Obligations which are Outstanding both immediately prior to and immediately after the issuance of such Obligations are scheduled to remain Outstanding.

Without satisfying the requirements of the Additional Senior Obligations Test or the provisions for the issuance of Obligations other than Bonds, the Authority may, at any time and from time to time, enter into Credit Support Agreements and otherwise incur and become obligated for Reimbursement Obligations with respect to Senior Obligations.

The Indenture includes certain provisions which allow Debt Service to be excluded that could impact the Authority's ability to satisfy the Additional Senior Obligations Test. See "Released Revenues" and "Rate Covenant" above for a discussion of how Debt Service paid from any money other than Revenues (including Released Revenues or Available Revenues) is excluded from the calculation of Aggregate Adjusted Annual Debt Service under the Indenture and thus is not taken into account with respect to the Additional Senior Obligations Test. In addition, as described under "Pledge of the Trust Estate; Net Revenues," the Indenture provides that for purposes of meeting any of the tests prescribed by the Indenture, including the Additional Senior Bonds Test, any transfers from the Surplus Fund to the Revenue Fund are deemed to be "Revenues."

Additional Subordinate Obligations

As of the date of issuance of the 2026 Bonds, there are no Outstanding Subordinate Obligations under the Indenture. All Subordinate Obligations shall be junior in payment and priority to all Senior Obligations. Subordinate Obligations shall be paid in the priority set forth in the Indenture and described above under "Flow of Funds," and only to the extent that funds are available to make such payments as provided therein after the required payments are made with respect to the Senior Obligations. Any exercise of rights or remedies by any holder, owner, or beneficial owner of a Subordinate Obligation, or the Trustee on behalf of the foregoing, shall be subject in all respects to the provisions of the Indenture. All Subordinate Obligations shall be subject to the limitations imposed on Subordinate Obligations by the terms of the Indenture and any applicable Issuing Instrument.

The Authority is authorized under the Indenture (upon the satisfaction of the applicable conditions described below) to issue additional Subordinate Obligations pursuant to a Supplemental Indenture (in the case of Subordinate Bonds) or an Issuing Instrument (in the case of Subordinate Obligations other than Subordinate Bonds). Such Subordinate Obligations (including Subordinate Bonds) will be secured by a pledge of the Trust Estate on a subordinate basis to the Senior Obligations, including the 2026 Bonds. The Authority may designate all or any Additional Subordinate Bonds as Participating Subordinate Bonds which will be secured by amounts in the Subordinate Debt Service Reserve Fund provided that the amount on deposit in the Subordinate Debt Service Reserve Fund upon the issuance of such Participating Subordinate Bonds is at least equal to the Subordinate Debt Service Reserve Requirement for the Subordinate Debt Service Reserve Fund. The Authority may choose not to designate all or any Additional Subordinate Bonds as Participating Bonds and such Subordinate Bonds may be secured by no debt

service reserve or by a Subordinate Series Debt Service Reserve Fund provided that the amount on deposit in any such Subordinate Series Debt Service Reserve Fund upon the issuance of such Subordinate Bonds is at least equal to the Subordinate Debt Service Reserve Requirement for such Subordinate Series Debt Service Reserve Fund.

Under the Indenture, the Authority may, at any time and from time to time, issue any Additional Subordinate Obligations, provided either of the following tests (the “Additional Subordinate Obligations Test”) is satisfied:

(A) an Airport Consultant has provided to the Trustee a certificate stating that, based upon assumptions the Person signing the certificate deems reasonable, projected Net Revenues will be sufficient to satisfy the Rate Covenant for each of the next five full Fiscal Years following the issuance of the Additional Subordinate Obligations, or each of the next two full Fiscal Years following completion of the Capital Improvements financed by the Additional Subordinate Obligations proposed to be issued, whichever is later; and provided further that if there is Capitalized Interest for any Senior Obligations to be Outstanding after the issuance of the proposed Additional Subordinate Obligations in the last Fiscal Year of the test period described in this clause (A), the test period will be extended through the first full Fiscal Year for which there is no such Capitalized Interest; or

(B) an Authorized Authority Representative has provided to the Trustee a certificate stating that Net Revenues for either the most recent Fiscal Year for which audited financial statements of the Authority are available or any 12 consecutive months out of the most recent 18 consecutive months immediately preceding the month of issuance of the proposed Additional Subordinate Obligations were not less than: (1) 125% of the Maximum Aggregate Adjusted Annual Debt Service with respect to all Outstanding Senior Obligations; (2) 110% of the Maximum Aggregate Adjusted Annual Debt Service with respect to all Outstanding Senior and Subordinate Obligations and the proposed Subordinate Obligations; and (3) 100% of the Maximum Aggregate Adjusted Annual Debt Service with respect to all Outstanding Senior Obligations, Subordinate Obligations and Junior Subordinate Obligations and the proposed Subordinate Obligations.

The provisions of the Indenture described in the fourth through tenth paragraph under “—Additional Senior Obligations” relating to Additional Senior Obligations shall also apply to the issuance of Additional Subordinate Obligations.

Junior Subordinate Obligations, Special Facility Obligations and Other Indebtedness

Under the Indenture, the Authority is authorized to issue or incur Junior Subordinate Obligations, Obligations that are subordinate to Junior Subordinate Obligations or Special Facility Obligations upon compliance with the terms of the Indenture. See APPENDIX C-1: “COPY OF AMENDED AND RESTATED MASTER INDENTURE.” The Authority is also authorized under the Indenture to issue Indebtedness that is unsecured or bonds, notes or other obligations payable from and secured by revenues other than Net Revenues.

Limitation on Remedies

The Indenture provides that, as long as any Senior Obligations remain Outstanding, no Event of Default shall exist or may be declared with respect to any Subordinate Obligations or Junior Subordinate Obligations. In addition, as long as any Subordinate Obligations remain Outstanding, no Event of Default shall exist or may be declared with respect to any Junior Subordinate Obligations.

The Indenture also provides that Subordinate Obligations are not subject to acceleration if Senior Obligations are then Outstanding, and Junior Subordinate Obligations are not subject to acceleration if any Subordinate Obligations or Senior Obligations are then Outstanding.

For a description of the various remedies and limitations thereon set forth in the Indenture, see APPENDIX C-1: “COPY OF AMENDED AND RESTATED MASTER INDENTURE,” “CERTAIN INVESTMENT CONSIDERATIONS – Effect of Authority Bankruptcy” and “ – Limitations on Remedies.”

THE AUTHORITY

Organization and Powers

The Authority was created for the purpose of owning and operating the Airport. The Cities of Burbank, Glendale and Pasadena entered into the original form of the Joint Powers Agreement in June 1977 pursuant to the provisions of the Joint Powers Act. See “TERMINAL RELOCATION PROJECT – History of the Airport and the Terminal Relocation Project.” The Authority is a public entity separate and apart from the Cities of Burbank, Glendale and Pasadena.

Under the Joint Powers Agreement and the Joint Powers Act, the Authority has the powers common to the Cities to acquire, operate, repair, maintain, improve and administer the Airport, subject only to such restrictions upon the manner of exercising such powers as are imposed upon Burbank in the exercise of similar powers. In addition, the Authority has such powers as are granted to joint powers agencies by legislation which are in addition to the powers granted under the Joint Powers Agreement.

Although the Authority has the power to establish rates and charges for air carriers operating at the Airport, and also has the ability under legislation to impose Passenger Facility Charges and Customer Facility Charges (subject to the restrictions contained in the related legislation), the Authority does not have the power to impose taxes.

Authority Commission Members

The Authority is governed by the nine-member Authority Commission. Each of the Cities appoints three members to serve for a four-year term and at the pleasure of the appointing City. Authority Commission members may, and often do, serve subsequent terms at the pleasure of the appointing City. The Joint Powers Agreement requires the Authority Commission to elect a President, Vice President and Secretary annually. Customarily, the Authority Commission chooses a Treasurer and an Auditor concurrently with such election. The current officers and the other Authority Commission members are as follows:

<u>Name</u>	<u>Appointing City</u>	<u>Year Appointed</u>
Jess A. Talamantes, <i>President</i>	Burbank	2023
Tyron Hampton, <i>Vice President/Treasurer</i>	Pasadena	2021
Frank Quintero, <i>Secretary</i>	Glendale	2022 ⁽¹⁾
Andy Wilson, <i>Auditor</i>	Pasadena	2022
Elen Asatryan	Glendale	2024
Ara Najarian	Glendale	2020
Emily Gabel-Luddy	Burbank	2021
Jason Lyon	Pasadena	2025
Robert Ovrom	Burbank	2021

(1) Current term. Mr. Quintero previously served on the Authority Commission between 2008 and 2017.

Joint Powers Agreement

The Joint Powers Act permits the Cities to exercise their powers jointly for the acquisition, operation, repair, maintenance, improvement and administration of the Airport as a public airport. The Joint Powers Agreement was originally entered into by the Cities in June 1977 (the “Original Joint Powers Agreement”). The Original Joint Powers Agreement was amended multiple times. In 1991, the Cities executed the Amended and Restated Joint Powers Agreement, dated September 15, 1991 (the “Restated Joint Powers Agreement”), which amended and restated the Original Joint Powers Agreement, as previously amended, in its entirety. The Restated Joint Powers Agreement has been further amended by a First Amendment to Amended and Restated Joint Exercise of Powers Agreement, dated November 25, 2003, and the Second JPA Amendment (see “TERMINAL RELOCATION PROJECT – Burbank Voter Approval of Measure B”).

Authority Commission Actions. Generally, actions by the Authority Commission require the affirmative vote of a simple majority of Authority Commission members. However, a Supermajority Vote – an affirmative vote of a majority of the appointees of each City – is required for the following categories of actions (with items 4 through 10 added pursuant to the Second JPA Amendment):

- (1) issuance of revenue bonds or other forms of debt pursuant to Article 2 the JPA Act (except for bonds or debt associated with the Terminal Relocation Project and its ancillary components),
- (2) payment of surplus revenues,
- (3) authorization of activities that may result in an increase of the noise impact area of the Airport above the level specified in the JPA,
- (4) an increase of commercial airline passenger gates above 14, or creation of any remote loading positions for scheduled commercial airline passenger aircraft departures;
- (5) construction or expansion of any terminal (other than the Replacement Passenger Terminal);
- (6) relocation of any commercial airline passenger-related function, at any location other than the Existing Terminal Building or the Replacement Passenger Terminal;
- (7) amendment of the Authority’s noise level rules or alteration of the manner which they have been enforced;
- (8) amendment of the Authority’s voluntary curfew or alteration of the manner in which it has been applied;
- (9) abandonment of the Authority’s support for Congressional authorization for the imposition of the Mandatory Curfew (as defined in the Second JPA Amendment);
- (10) acquisition of interest in real property other than an aviation easement; and
- (11) approval of any new airport management contract or lease with a term in excess of 35 years.

Certain Limitations. Consistent with enabling legislation and the Joint Powers Agreement, the Authority cannot permit any activity which results in an increase in the size of the Airport noise impact area beyond specified levels, and the Authority must implement California noise monitoring requirements and mitigate adverse effects of noise to the greatest extent reasonably possible. The Joint Powers Act and the Joint Powers Agreement also prohibit any lengthening of the paved portion of the Airport runways as of March 24, 1978, and any purchase of fee title to condemned real property zoned for residential uses as of March 24, 1978. The Terminal Relocation Project contemplates extension of taxiways, but it does not include any extension of the runways. Included among certain enumerated powers of the Authority in the Joint Powers Agreement is the power to issue revenue bonds and to pay any surplus revenues to the Cities and other public agencies, but such payments to the Cities cannot be made if prohibited by any bond resolution or indenture adopted by the Authority. Such payments to the Cities are prohibited under the terms of grant agreements between the FAA and the Authority.

No Liability of Cities. The debts, liabilities and obligations of the Authority do not constitute debts, liabilities of obligations of the Cities.

Term, Amendments and Termination. The term of the Joint Powers Agreement will continue so long as necessary to carry out the purpose of any agreement between the Authority and the United States of America and until all revenue bonds and other indebtedness, including interest thereon, have been paid or adequate provision for such payment will have been made. Thereafter, the Joint Powers Agreement may be terminated by mutual consent of the Cities. Pursuant to its terms, the Joint Powers Agreement cannot be terminated or amended by the Cities if such termination or amendment would be to the detriment of the Owners of the Bonds or other indebtedness issued by the Authority, would adversely affect operation, repair, maintenance, improvement or administration of the Airport, or would be contrary to the language, spirit or intent of any contract or grant agreement with the United States of America or the State of California.

Employees; Employee Retirement Plans

The only Authority employees are peace officers who provide security for the Airport. For FY 2026, there are [39] full-time equivalent positions authorized under the Authority’s annual budget (including four command staff personnel and some part-time officers). The current collective bargaining agreement between the Authority and the

Burbank Airport Police Officers Association (“BAPOA”) covering all such peace officers went into effect on February 1, 2023, and expires on June 30, 2026. In January 2026, the Authority and BAPOA executed a new agreement which will take effect on July 1, 2026 and will expire on June 30, 2029.

Both of the current BAPOA agreement and the new agreement provide for the implementation of a 401(a) Plan (an employer-sponsored defined contribution plan pursuant to Internal Revenue Code Section 401(a)) and a 457(b) Plan (a government deferred compensation plan under Internal Revenue Code Section 457(b)) sponsored by the BAPOA. For FY 2025, the Authority contributed 7.5% of eligible base salaries and overtime as a retirement contribution to the 401(a) Plan, payable as part of bi-weekly payroll, and officers were allowed to make voluntary contributions to the 457(b) Plan with the Authority matching and contributing up to a maximum of 6% of eligible base salaries. All covered employees are eligible to participate upon hire and contributions and earnings vest immediately. Total salaries and benefits for the Airport Police Officers were approximately \$7.3 million for FY 2024 (relative to \$58.3 million in total operating expenses before depreciation and amortization) and \$8.2 million for FY 2025 (relative to \$61.9 million in total operating expenses before depreciation and amortization). The Authority made the required accruals and contributions, amounting to \$368,528 in FY 2024 and \$429,772 in FY 2025. The Authority has made all payments required of it in connection with employee retirement plans. For more information, see Note 6 of the Authority’s FY 2025 audited financial statements in APPENDIX B: “AUDITED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2025 AND 2024.”

The Authority does not provide any post-employment benefits, including health care benefits, to employees other than the aforementioned plans. Besides these peace officers, the Authority does not provide a retirement plan or other post-employment benefits for any other personnel, including TBI (defined below) personnel.

Contractors

Other than for law enforcement as described above, the Authority has contracted for all services necessary for the operation and maintenance of the Airport. The Authority has entered into a contract with TBI Airport Management, Inc. (“TBI”) for day-to-day planning, management, operation and maintenance of the Airport, including aircraft rescue and firefighting (“ARFF”) services. The agreement with TBI expires on June 30, 2030. See “THE AIRPORT – Airport Manager and the Airport Management Services Agreement.” Other contracts for services include a contract with ACE Parking III, LLC (“ACE Parking”) for self-parking management services, valet parking services, and shuttle services, and a contract with C&W Services for janitorial services.

THE AIRPORT

The Airport’s service area consists generally of Los Angeles County and Ventura County. The Airport is particularly well situated to serve downtown Los Angeles and the San Fernando Valley. The five Signatory Airlines (Southwest, Alaska, American, Delta and United) and the five Non-Signatory Airlines (JetBlue, Frontier, Spirit, Allegiant and Breeze) that currently operate at the Airport, together, offer non-stop service from the Airport to over 30 destinations throughout the United States. The five Signatory Airlines, together, accounted for approximately 86.7% of total passengers in FY 2025. In late 2025, Alaska announced new seasonal daily flights between the Airport and Honolulu beginning May 2026, and Southwest also announced its launch of peak-day non-stop service between the Airport and Honolulu beginning August 2026. Southwest has been the Airport’s largest airline in terms of passenger enplanements since FY 1991. In FY 2025, there were 68,799 commercial takeoffs and landings at the Airport. The FY 2025 passenger enplanement and deplanement count totaled approximately 6.6 million. Southwest accounted for approximately 55.5% of such FY 2025 enplaned and deplaned passengers. See “AIRPORT OPERATIONS.”

Description of the Airport and Existing Terminal Building

The Airport is located approximately 12 miles northwest of downtown Los Angeles. It is on a 555-acre site, 445 acres of which is within the City of Burbank and the remaining portion of which is within the City of Los Angeles. It is a medium hub airport by FAA classification. The Airport currently consists of the Existing Terminal Building and related facilities, general aviation facilities, two runways (one of which is equipped with an instrument landing system), the RITC, parking facilities (in addition to those provided in the RITC), as well as other property and supporting facilities.

The Existing Terminal Building consists of three connected buildings aggregating approximately 232,000 square feet, with two concourses (Terminal A and Terminal B) and administration offices. The Existing Terminal Building is in the southeast quadrant of the Airport and has a total of 14 aircraft gates. General aviation facilities (fixed base operators) are concentrated in two principal areas on the Airport. General aviation hangars and offices provide tie-down and hangar space which accommodate approximately 400 aircraft and include general aviation terminals. The major fixed based operators at the Airport provide a variety of maintenance and other services. The services include aircraft rental and charter, flight schools, aircraft repair and fueling. The major hangars were built between the World War II period and the late 1950s with major reconstruction in two areas of the northwest quadrant of the Airport in 1997 and 1999. There are entrances to the Existing Terminal Building at both Hollywood Way and Empire Avenue. Internal circulation is accommodated by a looped system of one-way routes. The general aviation terminals and facilities are located to the west of Runway 15-33 and are adjacent to the major surface streets bordering the Airport.

Public parking facilities at the Airport include a 431-space four-level structure across from the Existing Terminal Building, a valet lot, four additional lots (Lots C, E, F and G) and parking spaces at the RITC (see “– Regional Intermodal Transportation Center” below). Another lot, Lot A, has been closed for the Terminal Relocation Project and the 431-space parking structure across from the Existing Terminal Building will also be demolished in connection with the Terminal Relocation Project. In total, there are approximately 5,000 available public parking spaces, excluding employee parking.

The Development Agreement limits the maximum number of parking spaces at the Airport to 6,637 spaces. Once the Terminal Relocation Project is complete, the new multi-level parking structure will have approximately 2,000 parking stalls. The new parking structure will be located directly across from the Replacement Passenger Terminal and will provide valet and public parking spaces. In total, once the Replacement Passenger Terminal opens, it is anticipated there will be approximately 4,500 available stalls at the various Airport parking facilities, plus approximately 500 stalls at an employee parking lot.

See “TERMINAL RELOCATION PROJECT” regarding the Authority’s undertaking to replace the Existing Terminal Building, the Existing Short-Term Parking Garage, and the Existing Air Cargo Building (in the southeast and southwest quadrants of the Airport) with the new Replacement Passenger Terminal, parking garage, and Airline Support Facilities Building (in the northeast quadrant of the Airport).

The Airport is an Instrument Flight Rule facility providing the following services: air carrier and general aviation facilities, airframe and power plant repairs, fuel, oxygen, FAA-operated control tower, radar, air traffic control and related navigational aids. In February 1991, a new FAA control tower was opened. The Airport has two crossing asphalt-surface runways, 8-26 (east/west) and 15-33 (north/south). Runway 15-33, which was completely rebuilt in 1980, has the longer takeoff length of the two, 6,886 feet. Runway 8-26, 5,802 feet long, is equipped with an instrument landing system which permits aircraft operations in a variety of weather conditions.

Regional Intermodal Transportation Center

In 2014, the Authority opened the Regional Intermodal Transportation Center, also known as the RITC. The facility was built to better accommodate access to the Airport by public transportation, consolidate rental car facilities and reduce traffic in and around the Airport. It was also built as a safety measure to relocate the former rental car facilities farther from the Airport’s runways to comply with FAA requirements. It is contemplated that when the Replacement Passenger Terminal opens, shuttle services will provide transport between the RITC and the Replacement Passenger Terminal.

Accessibility

The Airport is easily accessible from a regional freeway, the Golden State Freeway (Interstate 5), and the local arterial street system. The RITC is a stop for multiple local bus lines. A signalized, surface pedestrian walkway connects the RITC to the commuter train station adjacent to the Airport. The Burbank Airport-North Station, which services the Metrolink Antelope Valley line from Lancaster, California to Union Station in downtown Los Angeles, is located approximately one mile from the Existing Terminal Building. The Burbank Airport-South Station is within walking distance to the Existing Terminal Building and provides Metrolink and Amtrak service to downtown Burbank,

Glendale, Union Station, locations in Ventura County and long-distance service via Amtrak. Complimentary, on-demand shuttle service is available between the Existing Terminal Building and the Burbank Airport-North Station, and the Burbank Airport-South Station, respectively. When the Replacement Passenger Terminal opens, shuttle services will continue to provide transport between the Replacement Passenger Terminal and these train stations.

As discussed under “TERMINAL RELOCATION PROJECT – California High-Speed Rail Authority Settlement,” plans for the California high-speed rail project include a 14-mile segment between the Airport and Los Angeles Union Station, with stops at both locations. However, the timing for the commencement of the Burbank-LA HSR Project is currently uncertain.

Airport Manager and the Airport Management Services Agreement

The Authority Commission is responsible for the overall management and operation of the Airport. The Authority Commission has provided for the day-to-day planning, management, operation and maintenance of the Airport by a corporate entity (the “Airport Manager”) through a series of airport management services contracts.

Currently, these services are performed by TBI pursuant to a Fourth Amended and Restated Agreement for Airport Management Services, dated as of April 6, 2020, as amended by an Amendment No. 1, dated April 21, 2025 (as so amended, the “Airport Management Services Agreement”). The day-to-day planning, management, operation and maintenance of the Airport has been undertaken by an Airport Manager since the Authority acquired the Airport in 1978. TBI is a successor-in-interest to corporate entities that have acted as the Airport Manager since 1978 and is currently owned by VINCI Airports, a subsidiary of VINCI SA, a France-registered public limited company. VINCI Airports manages the development and operation of dozens of airports around the world including in Brazil, Costa Rica, France, Japan, Mexico, Portugal, and the United Kingdom.

Under the Airport Management Services Agreement, TBI provides the services and personnel necessary to operate, administer, inspect, maintain and supervise the Airport at a level at least equal to that of operators of comparable public airports in the United States, including the operational, administrative, financial and staff personnel, as well as ARFF services, as specified in the agreement. The Airport Management Services Agreement expires on June 30, 2030. TBI may terminate the Airport Management Services Agreement without cause by giving 12-months prior written notice, and the Authority may do so by giving six months prior written notice. The Airport Management Services Agreement requires the Authority to maintain commercial general liability insurance covering TBI as a named insured. The Authority currently maintains commercial general liability insurance in the amount of \$300 million per occurrence. The Airport Management Services Agreement also provides that each party will indemnify the other with respect to costs and losses resulting from negligent acts, omissions, willful misconduct or unlawful acts in connection with performance under the Airport Management Services Agreement. The Airport Management Services Agreement also provides for indemnification by the Authority for TBI costs and losses in connection with Airport noise.

Compensation under the Airport Management Services Agreement is based on a management fee and reimbursement of operating costs, which are subject to review and approval as part of the Authority’s annual budget process. Costs incurred under the Airport Management Services Agreement were \$21.3 million in FY 2024 and \$22.8 million in FY 2025. For FY 2026, the Authority’s budget authorized 137 full time equivalent TBI positions who serve as staff for the Authority and render management, operating, maintenance in accordance with Authority policies, and an additional 23 full time equivalent ARFF positions (who are also TBI employees). Based on the outcome of future collective bargaining negotiations, there may be contractual adjustments for wages which would affect certain classifications of TBI employees providing ARFF services.

Senior Management

Below is a list of the current senior management personnel at the Airport and the year in which they were appointed to the post. All current senior management personnel, including the Executive Director who serves as the chief operating officer of the Authority, are employees of TBI, except for Edward B. Skvarna, Director, Public Safety and Chief of Police, who is directly employed by the Authority.

Bob Hope Airport, commonly known as Hollywood Burbank Airport Senior Management

<u>Name</u>	<u>Title</u>	<u>Year Assumed Current Position</u>	<u>Year First Joined Airport</u>
John T. Hatanaka	Executive Director	2025	2002
Kathy David	Senior Deputy Executive Director	2025	1992
Scott Kimball, CM	Deputy Executive Director, Business Development	2025	2016
Patrick J. Lammerding	Deputy Executive Director, Operations	2025	2017
Stephanie Gunawan-Piraner, PE, PMP	Deputy Executive Director, Planning and Development	2025	2023
David Kwon, CPA	Deputy Executive Director, Finance and Administration	2026	2017
Greg Rabinovitz	Chief of Staff	2024	2024
Pamela Marcello	Senior Director Government and Public Affairs	2020	2020
Thomas Henderson, A.A.E.	Director, Business & Properties	2026	2019
Kimberly Parker-Polito	Director, Information and Communication Technologies	2014	2014
Nerissa Sugars	Director, Communications and Air Service; Public Information Officer	2019	2015
Maggie Martinez	Director, Noise and Environmental Affairs	2022	2001
Grigor Gevorgyan, CPA	Director, Financial Services	2026	2018
<i>[currently vacant]</i>	Director, Operations		
Sharon Froio	Director, Human Resources	2022	2017
Edward B. Skvarna	Chief of Police and Director of Public Safety	2008	2003
Lewis Pianka	Chief of Fire Department	2024	2013

Below are brief descriptions of the Executive staff members' professional experience:

John T. Hatanaka, Executive Director. Mr. Hatanaka has been in the aviation industry for 47 years since graduating from the University of Wisconsin – Madison. Mr. Hatanaka began his career spending 21 years at Japan Airlines where his last position was Director, Passenger and Airport Service for The Americas overseeing passenger service policy, airport affairs and ground handling services. After a two-year period as an aviation consultant, Mr.

Hatanaka joined the Airport in 2002 and served as the Senior Deputy Executive Director from 2008 to 2024. He was appointed to be the Executive Director in December 2024 and assumed such duties in January 2025.

Kathy David, Senior Deputy Executive Director. Ms. David first joined the then Airport Manager, Lockheed Air Terminal Corporation in 1992 and served in various leadership positions in the financial and administrative services departments of the Airport. As Deputy Executive Director, Finance and Administration, from 2011 to 2024, she oversaw the financial services, board secretary, and information, technologies and communications departments. Ms. David was promoted to be the Senior Deputy Executive Director in February 2025.

Scott Kimball, Deputy Executive Director, Business Development. After a 22-year career with Alaska Airlines with leadership positions in airport station management and airport affairs, Mr. Kimball joined the Airport in 2016 as Director, Operations. Since then, he has served as Director of Business and Properties adding safety management systems to his responsibilities where he oversaw the development and implementation of the Airport's safety management systems program four years ago. Mr. Kimball served as the Deputy Executive Director, Operations, Business, Properties and Safety, starting in 2020. He became Deputy Executive Director, Business Development, in February 2025, to focus on business, procurement and revenue development in preparation for the opening of the Replacement Passenger Terminal.

Patrick J. Lammerding, Deputy Executive Director, Operations. Mr. Lammerding joined the Airport in 2017 after a 10-year career with the FAA where he initially served as an Airport Certification Inspector before being promoted to the Assistant Manager of the Los Angeles Airports District Office. Prior to joining the FAA, Mr. Lammerding was an Airport Manager at Camarillo Airport and was also a flight instructor at Van Nuys Airport. He served as the Deputy Executive Director, Planning and Development from 2017 to 2024. Mr. Lammerding assumed the duties of a new position overseeing Airport Operations, Security and Safety Management Systems in February 2025.

Stephanie Gunawan-Piraner, PE, PMP, ENV SP, Deputy Executive Director, Planning and Development. Ms. Gunawan-Piraner joined the Airport in 2022, initially as the Director, Engineering and Maintenance. She is a registered Professional Engineer in the State of California with 15 years of experience in design and construction of public transportation infrastructure. Before joining the Airport, she served as the Engineering Manager at John Wayne Airport and as the Senior Civil Engineer for the City of Long Beach at Long Beach Airport and the Port of Long Beach.

David Kwon, Deputy Executive Director, Finance and Administration. Mr. Kwon joined the Airport in 2017, initially as the Director, Financial Services. He is a Certified Public Accountant in the State of California with 15 years of experience in governmental accounting and auditing. Before joining the Airport, he served as the External Auditor for the Airport along with other major cities and transportation agencies throughout Southern California, including the City of Los Angeles and Los Angeles World Airports. Prior to Mr. Kwon's accounting and auditing career, he worked in the investment banking division of large global banks.

Greg Rabinovitz, Chief of Staff. Mr. Rabinovitz joined the Airport in 2024 after 27 years in federal law enforcement. As Chief of Staff, he assists the Executive staff with coordination among the various Airport departments and implementation of policies. For the Terminal Relocation Project, Mr. Rabinovitz is the day-to-day contact between the various departments and the Project Management Operational Readiness Activation and Transfer Team, which is tasked with ensuring a well-coordinated transition to the new facility.

Edward B. Skvarna, Chief of Police & Director, Public Safety. After a 25-year law enforcement career with the City of Burbank Police Department and retiring with the rank of Captain, Chief Skvarna joined the Airport in 2005, elevating the Airport's emergency preparedness to the level that has earned the Airport recognition as an emergency response location by FEMA and the California Governor's Office of Emergency Services. Chief Skvarna has also established mutual aid first responders' agreements with the Cities of Burbank, Glendale, Pasadena and Los Angeles as well as with the California Highway Patrol. Chief Skvarna holds a master's degree in public administration from CSU – Northridge and has earned an Executive Level Peace Officer Standards and Training professional certificate.

Lewis Pianka, Chief of Fire Department. Chief Pianka joined the Airport's fire department in 2013 after serving 18 years in the South Tucson Fire Department, where he rose to the rank of Battalion Chief. During his 13

years with the Airport, he has served as a firefighter and Emergency Management Coordinator. He served as the Assistant Fire Chief for eight years, before he was promoted to the position of Fire Chief in May 2024. Chief Pianka is a registered and certified Emergency Medical Technician (EMT) as well as a Cardiopulmonary Resuscitation (CPR) Instructor.

Insurance

The Indenture requires the Authority to maintain commercial insurance or provide Qualified Self Insurance for the facilities constituting the Airport and public liability insurance, subject to the condition that such insurance is obtainable at reasonable rates and upon reasonable terms and conditions, and, in each case, in such amounts and against such risks as are, in the judgment of the Authority, prudent and reasonable.

The Authority maintains an insurance program with commercial insurance companies that cover both liability and all risk property loss with respect to the Airport. The insurance policies are for one-year periods. The program includes airport owner's and operator's liability insurance with policy limits of \$500 million for each occurrence (no deductible). The program also includes: all risk commercial property insurance at replacement cost with policy limits of \$350 million subject to various deductibles; earth movement with policy limit of \$10 million and flood coverage with policy limit of \$50 million, each subject to deductibles of 5% per unit of value at time of loss and a minimum of \$100,000 per occurrence; Terrorism Risk Insurance Act (TRIA) coverage is included up to the policy limit of \$300 million; business interruption insurance for insured perils covering actual loss sustained for 365 days; and insurance for business automobile and vehicle liability, public official and employment practices liability and for certain crimes. The various insurance policies, each with a term of one year, expire on July 1, 2026. The Authority plans to renew these insurance policies before their termination. The existing insurance policies described in this section cover the existing facilities of the Airport, and not the facilities comprising the Terminal Relocation Project.

For Terminal Relocation Project facilities, the Design-Builder is required to maintain property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Terminal Relocation Project (excluding the cost of demolition of the Existing Terminal Building, the Existing Short-Term Parking Garage and the Existing Air Cargo Building, design services, permits, insurance, and performance and payment bonds) plus an amount to be identified for equipment on a replacement cost basis. The required insurance has a sublimit of \$25 million per occurrence and annual aggregate for earthquakes having a magnitude of 3.5 or less on the Richter Scale and \$100 million for earthquakes in excess of 3.5 on the Richter Scale, and \$150 million per occurrence and annual aggregate for floods. The Design-Builder is required to maintain such insurance until substantial completion or beneficiary occupancy of the Replacement Passenger Terminal, unless otherwise provided in the Design-Build Agreement or otherwise agreed in writing by the parties. See "TERMINAL RELOCATION PROJECT – Project Management, Design and Construction.

Capital Improvements

The Authority budgets for capital improvements on an annual basis. Currently planned capital improvement projects included in the Authority's FY 2026 adopted budget (excluding the Terminal Relocation Project) include: (i) minor building improvements, (ii) replacement and installation of security network equipment and digital video surveillance system equipment, (iii) emergency backup generator for the Airport Emergency Operations Center, (iv) rehabilitation and improvement projects for runways, taxiways and roadways, and (v) a noise compatibility study update in accordance with FAA regulations. The Authority's FY 2026 adopted budget shows that these projects (other than the Terminal Relocation Project components) are estimated to cost approximately \$12.2 million, to be funded from a combination of Passenger Facility Charge revenues, FAA AIP grants and other Authority cash on hand.

The Authority also maintains an Airport Facility (Capital) Improvement Program (the "ACIP"), which sets forth a five-year outlook and is reported to the FAA annually. For a description of the projects contemplated in the current ACIP and the anticipated funding sources, see "Airport Facility (Capital) Improvement Program (Excluding the Project)" in the Airport Consultant Report in APPENDIX A. The Authority is not planning to use any proceeds from the 2026 Bonds for these other projects and currently does not have any plans to issue bonds for these other projects. The ACIP is forward-looking. The Authority's decision to actually pursue any project on the ACIP will depend on funding availability and capital needs at the time of the undertaking.

See “AIRPORT USE AGREEMENTS” and Appendices D-1 and D-2 regarding certain Signatory Airlines’ rights pertaining to approval of capital improvement projects under the Existing AUAs and the New AUAs.

There are legal and practical limitations for any capital improvement project that would expand the size of the Airport. See “TERMINAL RELOCATION PROJECT – History of the Airport and the Terminal Relocation Project” and “– Burbank Voter Approval of Measure B” and “THE AUTHORITY – Joint Powers Agreement.” Also see Section 2.4 – “Restrictions on Airport Development” in the Airport Consultant Report in APPENDIX A.

Outstanding Debt

The Commercial Paper Notes are Senior Obligations secured by a pledge of the Trust Estate on a parity with the 2024 Bonds and 2026 Bonds. The table below shows the Senior Bonds and Commercial Paper Notes that will be outstanding upon the issuance of the 2026 Bonds (but after the application of the bond proceeds to defease most of the outstanding Commercial Paper Notes issued under the CP Program):

Table 4-A
Outstanding Senior Bonds and Commercial Paper Notes
(after use of 2026 Bond proceeds to defease most of the outstanding Commercial Paper Notes)

	<u>Principal Amount</u>
<i>Outstanding Senior Bonds</i>	
2012 Series A (AMT)	\$ 6,715,000
2012 Taxable Series B	55,990,000
2024 Series A (Non-AMT)	34,680,000
2024 Series B (AMT)	642,420,000
2024 Series C (Taxable)	47,680,000
2026 Series A (Non-AMT)	
2026 Series B (AMT)	
2026 Series C (Taxable)	
<i>Total Outstanding Senior Bonds</i>	
<i>Outstanding Commercial Paper Notes</i>	
Series A-1 Notes	
Series A-2 Notes	
Series B-1 Notes	
Series B-2 Notes	
Series C-1 Notes	
Series C-2 Notes	
<i>Total Outstanding Commercial Paper Notes</i>	
Total Outstanding Senior Bonds and Commercial Paper Notes	

The Authority has used the Commercial Paper Program as an interim funding source and may continue to use it if there is an unanticipated Replacement Passenger Terminal opening delay or if there are unexpected project costs. For Commercial Paper Notes that are not defeased with proceeds of the 2026 Bonds and for any Commercial Paper Notes that may be issued after the issuance of the 2026 Bonds, it is expected that they will be rolled over until after the Replacement Passenger Terminal opens and the New AUA rates and charges take effect.

Pursuant to the Indenture, the Commercial Paper Reimbursement Obligations are also Senior Obligations. The Commercial Paper Reimbursement Obligations consist of certain reimbursement obligations of the Authority under agreements (the “CP Bank Agreements”) with two banks that have issued irrevocable transferable direct-pay letters of credit to support the Commercial Paper Notes. These letters of credit are described below:

Table 4-B
CP Program Letters of Credit

Commercial Paper Notes Designation	Maximum Authorized Principal Amount	Letter of Credit Provider	Expiration Date
Series A-1 Notes Series B-1 Notes Series C-1 Notes	\$100,000,000	Barclays Bank PLC	June 21, 2028
Series A-2 Notes Series B-2 Notes Series C-2 Notes	\$100,000,000	Sumitomo Mitsui Banking Corporation, acting through its New York Branch	June 21, 2028

On or before the date of maturity of any Commercial Paper Notes, Zions Bancorporaton, National Association, as issuing and paying agent (the “Issuing and Paying Agent”) will draw on the applicable letter of credit an amount equal to the principal and interest due on the applicable Commercial Paper Notes maturing on such date. Under the CP Bank Agreements, the Authority is required to reimburse the letter of credit banks for any amounts paid by the letter of credit banks to the Issuing and Paying Agent (i) to enable it to pay interest on the Commercial Paper Notes on the date of the drawing and (ii) to enable it to pay principal on the Commercial Paper Notes on the date which is 91 days following the date of the drawing (except as provided in the following paragraph). Amounts owed to the letter of credit banks in respect of drawings honored by the letter of credit banks under the CP Bank Agreements shall bear interest at specified rates.

In the event that a letter of credit is drawn on to pay the principal portion of Commercial Paper Notes without the Authority reimbursing the letter of credit bank (from the proceeds of additional Commercial Paper Notes or otherwise) within the 91 day period, the principal portion of any unreimbursed draw can be converted to a term loan subject to the Authority satisfying certain conditions in the CP Bank Agreements. The term loan is generally required to be repaid by the Authority over a three-year period with quarterly principal payments and monthly interest payments. In an event of default under the CP Bank Agreements, the letter of credit banks have the right to pursue certain remedies, including declaring all unreimbursed drawings, term loans and other obligations under the CP Bank Agreement and the interest thereon immediately due and payable or providing a stop order to the Issuing and Paying Agent prohibiting the issuance of additional Commercial Paper Notes. The CP Bank Agreements are available on the Municipal Securities Rulemaking Board’s EMMA website under base CUSIP number 12082F.

The Authority has the option to terminate either letter of credit before its scheduled expiration date, so long as no Commercial Paper Notes supported by such letter of credit is then outstanding. See “INTRODUCTION – Outstanding Senior Obligations.” Also see “– Additional Senior Obligations,” “– Additional Subordinate Obligations” and “– Junior Subordinate Obligations, Special Facility Obligations and Other Indebtedness.”

Certain Considerations Taken Into Account for FY 2027 Budget

The Replacement Passenger Terminal is scheduled to open October 13, 2026, when FY 2027 will already be underway. The Authority is establishing the FY 2027 budget to take this into account. During FY 2027, before the Replacement Passenger Terminal opens, the rates and charges to be paid by the Signatory Airlines will be governed by the Existing AUAs and the revenues and expenditures related to terminal operations will be based on those of the Existing Terminal Building. When the Replacement Passenger Terminal opens, the Signatory Airlines’ rates and charges will be governed by the New AUAs and terminal operation revenues and expenses will be based on those of the Replacement Passenger Terminal. See “AIRPORT USE AGREEMENTS.” The Authority plans to establish rates and charges at the start of FY 2027 to generate sufficient revenues to cover its expenditures and meet debt service requirements and the Rate Covenant under the Indenture, even if there is a delay to the Replacement Passenger

Terminal opening. The debt service schedule for 2024 Bonds has included, and that for the 2026 Bonds will include, capitalized interest through April 1, 2027. See “SECURITY FOR THE 2026 BONDS – Rate Covenant.” Also see discussion and tables under “AIRPORT CONSULTANT REPORT – Projected Net Revenues and Debt Service Coverage” and AIRPORT CONSULTANT REPORT – Projected Revenue From Rent and Fees, and Cost Per Enplanement” regarding the Authority’s increased debt service obligations after the issuance of bonds to fund Terminal Relocation Project costs and the related increase in rent and fees to be paid by the airlines after the Replacement Passenger Terminal opens and after the expiration of the capitalized interest period for the 2024 Bonds and the 2026 Bonds.

AIRPORT OPERATIONS STATISTICS

The following is a summary of certain information regarding Airport operations. For further information concerning the operational and financial results of the Airport and the Authority, see “HISTORICAL FINANCIAL INFORMATION” and APPENDIX B: “AUDITED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2025 AND 2024.”

Airport Traffic

The state of the national economy, changes in fuel costs, the restructuring of the airline industry and a variety of other factors could materially affect passenger traffic levels at the Airport. Table 5 shows certain operational statistics for the Airport during the last ten Fiscal Years, and the first six months of FY 2026, as compared to the first six months of FY 2025. These statistics reflect an overall growth trend between FY 2016 and FY 2025, with an interruption in FY 2020 and FY 2021 because of the COVID-19 pandemic. The numbers of commercial flights and passengers hit a record high in FY 2025.

The number of commercial flights and the number of total passengers for the first six months of FY 2026 decreased by approximately 10%, compared to the first six months of FY 2025. See discussion in APPENDIX A: “AIRPORT CONSULTANT REPORT – 5.3.1 Enplaned Passenger Activity” about factors that have affected passenger activity, including factors which impacted the overall Southern California air travel market. While the decrease in passenger activity may have affected revenue, Table 12 under “SOURCES OF REVENUES – General” shows that total operating revenue decreased by only approximately 3% during the same period. As further discussed in the text under Table 12, as the result of the Authority’s conservative budgeting approach, the actual results for total operating revenue during the first half FY 2026 is slightly better than the assumed estimate used for the adopted FY 2026 budget. See “CERTAIN INVESTMENT CONSIDERATIONS – Certain Factors Affecting Airline Industry and Air Travel.”

Table 5
Burbank-Glendale-Pasadena Airport Authority
Bob Hope Airport, commonly known as Hollywood Burbank Airport
Comparative Summary of Traffic Activities

	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	6 months ended Dec 2024	6 months ended Dec 2025
Commercial carrier flight operations (take-off & landings) ⁽¹⁾	49,011	50,895	55,625	59,574	55,000	27,759	60,849	63,904	63,422	68,799	36,320	32,753
Landed weight (000’s pounds)	2,897,938	3,206,360	3,621,073	3,860,176	3,734,685	1,994,519	4,200,608	4,433,115	4,301,800	4,692,000	2,476,234	2,244,153
Total enplaned and deplaned passengers	3,976,735	4,396,230	5,028,271	5,493,990	4,540,201	1,758,771	5,434,646	5,973,893	6,217,454	6,574,819	3,534,909	3,179,569
Cargo tonnage (tons)	54,060	54,445	54,512	53,635	53,762	56,495	51,061	38,979	36,739	37,212	19,678	18,565

⁽¹⁾ Includes scheduled commercial air carrier operations, including cargo operators.
 Source: Burbank-Glendale-Pasadena Airport Authority.

Passenger Demand

Most of the passengers using the Airport either originate or terminate their journeys at the Airport. Domestic origination and destination (“O&D”) passengers accounted for approximately 95.34% of total scheduled passengers at the Airport in FY 2025.

Table 6 shows that nine of the top ten O&D markets for the Airport in FY 2025 were in the western United States (with travel distances of less than 1,000 miles) and accounted for 65.6% of the total O&D passengers during this period. The top three cities in FY 2025 with the highest number of enplaned passengers for the Airport were Las Vegas, Oakland and San Francisco.

Table 6
Burbank-Glendale-Pasadena Airport Authority
Bob Hope Airport, commonly known as Hollywood Burbank Airport
Top 10 Domestic O&D Enplaned Passenger Markets
(for the 12 months ended June 30, 2025)

Rank	City Market <i>Airport</i>	Nonstop Miles	Domestic O&D Passengers	Market as % of Total
1	San Francisco Bay Area		676,202	21.8%
	<i>Oakland</i>	325	262,035	8.5
	<i>San Francisco</i>	326	229,024	7.3
	<i>San Jose</i>	296	185,143	6.0
2	Las Vegas	223	322,584	10.4
3	Sacramento	358	208,811	6.7
4	Seattle	937	208,080	6.7
5	Phoenix	369	203,131	6.6
6	Portland	817	144,979	4.7
7	Denver	850	138,359	4.5
8	Dallas ⁽¹⁾	1,243	77,894	2.5
9	Salt Lake City	574	67,897	2.2
10	Boise	656	61,744	2.0
	Top 10 Markets		2,109,681	68.1%
	Other markets		989,666	31.9
	Total—All Markets		3,099,347	100.0%

⁽¹⁾ Dallas market includes Love Field and DFW International airports.

Source: U.S. DOT, DB1B accessed through Cirium Diio, November 19, 2025, and 298C T1.

Nearby Airports

Four commercial airports in the Greater Los Angeles Area are located within 50 driving miles of the Airport: Los Angeles International (LAX), Long Beach (LGB), LA/Ontario International (ONT) and John Wayne (SNA). Table 7 shows the total number of enplaned passengers at the Airport (based on information from the FAA’s website) and four nearby airports in calendar years 2016 through 2025. Each of the five airports serves a particular subset of passenger demand in the region due to each airport’s geographic proximity to businesses, tourist attractions and population concentrations in the region, as well as the availability of specific types of air services. The Airport primarily accommodates O&D travel to short and medium-haul domestic markets, including the West Coast corridor and recent expansions of service to the Midwest, and serves as a gateway to businesses, attractions and residents in the Cities of Burbank, Glendale and Pasadena and the San Fernando Valley and Ventura County.

Table 7
Burbank-Glendale-Pasadena Airport Authority
Bob Hope Airport, commonly known as Hollywood Burbank Airport
Enplaned Passengers at BUR and Nearby Airports

Calendar Year	BUR		LAX		SNA		ONT		LGB		Total
	Enplaned Passengers	Percent of Total ⁽¹⁾	Enplaned Passengers	Percent of Total ⁽¹⁾	Enplaned Passengers	Percent of Total ⁽¹⁾	Enplaned Passengers	Percent of Total ⁽¹⁾	Enplaned Passengers	Percent of Total ⁽¹⁾	Enplaned Passengers ⁽²⁾
2016	2,077,892	4.1%	39,636,042	78.6%	5,217,242	10.3%	2,104,625	4.2%	1,386,357	2.7%	50,422,158
2017	2,402,106	4.5%	41,232,432	78.1%	5,082,716	9.6%	2,247,645	4.3%	1,830,745	3.5%	52,795,644
2018	2,680,240	4.9%	42,624,050	77.6%	5,201,642	9.5%	2,498,993	4.6%	1,908,635	3.5%	54,913,560
2019	2,988,720	5.4%	42,939,104	77.3%	5,153,276	9.3%	2,723,002	4.9%	1,752,283	3.2%	55,556,385
2020	1,056,838	5.7%	14,055,777	75.2%	1,824,836	9.8%	1,237,946	6.6%	504,478	2.7%	18,679,875
2021	1,942,417	5.6%	23,663,410	72.5%	3,807,205	11.7%	2,201,528	6.7%	1,039,432	3.2%	32,654,656
2022	3,054,729	6.7%	32,326,616	71.3%	5,536,313	12.2%	2,840,758	6.3%	1,600,987	3.5%	45,359,403
2023	3,132,029	5.7%	40,956,673	74.7%	5,706,332	10.4%	3,181,161	5.8%	1,837,634	3.4%	54,813,829
2024	3,383,237	6.5%	37,760,834	72.6%	5,370,273	10.3%	3,494,554	6.7%	2,031,810	3.9%	52,040,708
2025 ⁽³⁾	3,100,995	6.1%	36,947,210	72.2%	5,661,221	11.1%	3,540,468	6.9%	1,906,221	3.7%	51,156,115

⁽¹⁾ Equals the number of enplaned passengers of the respective Airport divided by the “Total Enplaned Passengers” (rightmost column) for the calendar year.

⁽²⁾ Equals sum of the number of enplaned passengers at BUR, LAX, SNA, ONT and LGB for such calendar year, as shown in the columns to the left.

⁽³⁾ 2025 data is compiled from sources different from the source of prior years’ data. See sources below. Data from different sources may contain variance. This table is presented for reference only and the Authority makes no representation regarding the accuracy of the data from these sources.

Sources: Calendar Years 2016-2024 data, Ricondo & Associates, based on FAA: System of Airports Reporting, Air Carrier Activity Information System, December 2025. Calendar Year 2025 data, based on information posted on each airport’s website as of March 3, 2026.

Passenger Airline Operations

Table 8 shows the number of mainline operations and regional/commuter operations at the Airport for FY 2016 through FY 2025. “Mainline” refers to aircraft activity with more than 99 seats. “Regionals/ commuters” refer to aircraft activity with 99 seats or less.

Table 8
Burbank-Glendale-Pasadena Airport Authority
Bob Hope Airport, commonly known as Hollywood Burbank Airport
Aircraft Operations

Fiscal Year	Mainline ⁽¹⁾	Regionals/ Commuters ⁽²⁾	Airline Total
2016	33,172	14,170	47,342
2017	36,468	12,710	49,178
2018	40,663	13,301	53,964
2019	41,339	15,752	57,091
2020	38,324	14,872	53,196
2021	18,405	7,561	25,966
2022	47,269	11,610	58,879
2023	51,084	10,722	61,806
2024	52,906	8,733	61,639
2025	58,464	8,928	67,392

⁽¹⁾ Includes scheduled and charter operations (excluding cargo operators) on aircraft greater than 99 seats

⁽²⁾ Includes scheduled and charter operations (excluding cargo operators) by aircraft equal to or less than 99 seats

Source: Burbank-Glendale-Pasadena Airport Authority.

Airline Market Shares

For FY 2025, the top three airlines at the Airport by number of enplaned and deplaned passengers were Southwest, Alaska and United. Their shares of total FY 2025 passenger enplanement and deplanement were 55.5%, 13.8% and 8.6%, respectively. Southwest, Alaska and United’s percentage shares are on trend to be similar in FY 2026.

Southwest has been the Airport’s largest airline in terms of passenger enplanement and deplanement since FY 1991. Much of Southwest’s growth at the Airport occurred in the first half of the 1990s, when it expanded the frequency and scope of its operations at the Airport. Because of increased activities by other airlines, Southwest’s passenger share at the Airport has decreased from 64.5% in FY 2021 to 55.5% in FY 2025, even though the number of passengers increased during those years. As reported in APPENDIX A: “AIRPORT CONSULTANT REPORT – 5.3.1 Enplaned Passenger Activity,” in FY 2026, Southwest discontinued certain flight routes that were launched in FY 2024 and adjusted certain other routes from year-round to seasonal service. Nonetheless, it is currently expected that, as of the opening of the Replacement Passenger Terminal, Southwest will continue to represent the largest share of the Airport’s commercial flight activities and, correspondingly, Rental, Common Use Fees and Landing Fees revenue. See “CERTAIN INVESTMENT CONSIDERATIONS – Certain Factors Particular to the Airport – Concentration of Southwest Airlines.”

Table 9 shows the number of total passengers at the Airport by airlines for the period FY 2021 through FY 2025. In FY 2025, the top two airlines (Southwest and Alaska) accounted for approximately 69.3% of total passengers. The Signatory Airlines (Southwest, Alaska, United, American and Delta), together, accounted for approximately 86.7% of total passengers in FY 2025. Allegiant and Breeze, two airlines which previously never operated at the Airport, began service in FY 2026.

Table 9
Burbank-Glendale-Pasadena Airport Authority
Bob Hope Airport, commonly known as Hollywood Burbank Airport
Total Passengers by Airline⁽¹⁾

Air Carrier	FY 2021		FY 2022		FY 2023		FY 2024		FY 2025	
	Number of Passengers	Percent of Total	Number of Passengers	Percent of Total	Number of Passengers	Percent of Total	Number of Passengers	Percent of Total	Number of Passengers	Percent of Total
Southwest	1,133,353	64.5%	3,519,794	64.8%	3,884,657	65.0%	3,778,981	60.8%	3,651,974	55.5%
Alaska Airlines	181,780	10.3	467,546	8.6	586,313	9.8	786,719	12.7	904,486	13.8
United ⁽²⁾	45,814	2.6	127,795	2.4	257,541	4.4	362,830	5.8	565,994	8.6
Spirit Airlines	32,757	1.9	83,243	1.5	192,949	3.2	290,495	4.7	441,138	6.7
American Airlines/U.S. Airways	203,083	11.5	380,642	7.0	421,007	7.0	381,363	6.1	342,291	5.2
Avelo Airlines ⁽³⁾	74,036	4.2	379,598	7.0	341,101	5.8	377,389	6.0	327,662	5.0
Delta Air Lines ⁽⁴⁾	80,143	4.6	189,510	3.5	155,467	2.6	152,454	2.5	236,321	3.6
Frontier Airlines ⁽⁵⁾	–	–	130,876	2.4	29,655	0.5	--	--	62,153	0.9
JetBlue ⁽⁶⁾	7,805	0.4	145,113	2.6	96,041	1.5	87,223	1.4	42,800	0.7
Flair Airlines ⁽⁷⁾	–	–	10,529	0.2	9,162	0.2	--	--	--	--
Total Passengers ⁽⁸⁾	1,758,771	100.0%	5,434,646	100.0%	5,973,893	100.0%	6,217,454	100.0%	6,574,819	100.0%

⁽¹⁾ Data represent sum of enplaned and deplaned passengers.

⁽²⁾ Includes SkyWest operating as United.

⁽³⁾ Avelo Airlines began operations in April 2021. Between August and December 2025, Avelo phased out its operations at airports throughout the U.S. West Coast, including the Airport.

⁽⁴⁾ Includes SkyWest operating as Delta.

⁽⁵⁾ Frontier Airlines suspended operations at the Airport in March 2023 and reinstated services as of November 2024.

⁽⁶⁾ JetBlue suspended operations at the Airport in October 2024 and reinstated service as of April 2025.

⁽⁷⁾ Flair Airlines ceased operations in November 2022.

⁽⁸⁾ Percentages may not sum to totals due to rounding.

Source: Burbank-Glendale-Pasadena Airport Authority.

Cargo and Other Non-Airline Services

Table 10 presents the number of air cargo and other non-airline air service operations at the Airport for the last ten Fiscal Years. “General Aviation” refers to, primarily, private charters and airplanes with fewer than 30 seats.

Table 10
Burbank-Glendale-Pasadena Airport Authority
Bob Hope Airport, commonly known as Hollywood Burbank Airport
Aircraft Operations – Cargo and Other Non-Airline Services

<u>Fiscal Year</u>	<u>All-Cargo</u>	<u>General Aviation</u>	<u>Other Air Taxi</u>	<u>Military</u>
2016	4,977	69,014	9,807	1,035
2017	4,737	61,524	13,159	1,086
2018	4,702	58,494	15,836	999
2019	4,634	55,118	18,270	527
2020	4,652	54,698	16,946	531
2021	4,319	61,456	17,434	432
2022	4,011	57,134	20,608	384
2023	3,756	49,996	21,670	401
2024	3,952	56,458	23,101	448
2025	3,653	80,689	23,348	302

Source: Burbank-Glendale-Pasadena Airport Authority.

FedEx Corporation and United Parcel Service, Inc. operate aircraft at the Airport under Operating Permits. During the past decade (and especially since FY 2019), their business volumes have been impacted by changes in customer behavior and demands, as well as competition (for example, e-commerce giant Amazon using its own fleet). Some passenger carriers that carry cargo on their airplanes have also experienced a decrease in volume with respect to that portion of their business. These changes are reflected in the overall decrease in cargo volume at the Airport during the past decade.

Table 11 shows the cargo (sum of enplaned and deplaned tonnage) by passenger carriers and cargo carriers for the last ten Fiscal Years.

Table 11
Burbank-Glendale-Pasadena Airport Authority
Bob Hope Airport, commonly known as Hollywood Burbank Airport
Trends in Total Air Cargo⁽¹⁾ by Type of Carrier
(for the 12 months ended June 30; freight and mail in tons)

Fiscal Year	Passenger Carriers		All-Cargo Carriers		Total Cargo	% Change from Prior Year
	Cargo	% of Total	Cargo	% of Total		
2016	971	1.8%	53,089	98.2%	54,060	-3.6%
2017	881	1.6	53,564	98.4	54,445	0.7
2018	924	1.7	53,588	98.3	54,512	0.1
2019	1,065	2.0	52,569	98.0	53,634	-1.6
2020	901	1.7	52,861	98.3	53,762	0.2
2021	734	1.3	55,761	98.7	56,495	5.1
2022	1,604 ⁽²⁾	3.1	49,457	96.9	51,061	-9.6
2023 ⁽³⁾	792	2.0	38,187	98.0	38,979	-23.7
2024	743	2.0	35,996	98.0	36,739	-5.7
2025	728	2.0	36,484	98.0	37,212	1.3

⁽¹⁾ Data represent the sum of enplaned and deplaned tonnage.

⁽²⁾ Increased FY 2022 passenger carrier cargo contributed by the surge in shipping demand during COVID-19 pandemic.

⁽³⁾ FY 2023 decrease particularly reflects the drop in e-commerce shipping demand, after the surge experienced during the COVID-19 pandemic. Also see paragraph immediately below Table 10 regarding the general decline in cargo volume during the past decade.

Source: Burbank-Glendale-Pasadena Airport Authority.

SOURCES OF REVENUES

Under the Master Indenture, Revenues include, generally, all of the operating revenues of the Authority. Such operating revenues constitute most of the Revenues. Revenues include certain non-operating revenues, such as investment income on certain funds but exclude significant categories of income. Unless deposited in the Revenue Fund, Revenues exclude grants received from the United States, the State of California, or any other governmental entity or agency, Passenger Facility Charges, Customer Facility Charges, proceeds from Obligations or other borrowings of the Authority, moneys derived with respect to any Special Facility while financed with outstanding Special Facility Bonds, and insurance proceeds and condemnation awards.

See “SECURITY FOR THE 2026 BONDS – Pledge of Trust Estate; Net Revenues.” Also see “ – Customer Facility Charges” below regarding Customer Facility Charges deposited in the Debt Service Fund each Fiscal Year that are pledged to the 2012 Bonds.

The principal sources of Revenues are discussed below.

General

The Authority derives most of its operating revenues from tenant rent, parking facilities, concessionaire-assessed rents and fees, aircraft landing fees, and other assessments including ground transportation access fees and fuel flowage fees. While parking revenues have historically been the biggest revenue source, by dollar amount, see discussions under “AIRPORT USE AGREEMENTS,” “AIRPORT CONSULTANT REPORT – Projected Net Revenues and Debt Service Projections” and “ – Projected Revenue From Rent and Fees, and Cost Per Enplanement” regarding the expectation that revenues from the airlines (rent and landing fees) will significantly increase – in dollar amounts and as percentages of the Authority’s operating revenues – once the Replacement Passenger Terminal opens.

Table 12 provides a comparative summary of operating revenues for the last five Fiscal Years, along with those for the initial six months of FY 2025 and FY 2026.

Table 12
Burbank-Glendale-Pasadena Airport Authority
Bob Hope Airport, commonly known as Hollywood Burbank Airport
Comparative Summary of Operating Revenues

	<u>FY 2021⁽¹⁾</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>6 months ended Dec 2024</u>	<u>6 months ended Dec 2025</u>
Parking fees ⁽²⁾	\$8,526,479	\$25,174,110	\$29,082,523	\$29,564,588	\$34,736,136	\$17,756,630	\$17,019,803
Tenant Rent ⁽³⁾							
Signatory Airlines	2,114,888	2,214,697	2,204,368	2,199,379	2,210,625	1,105,459	896,031 ⁽⁶⁾
RACs Facility Rent ⁽⁴⁾	1,056,735	950,146	982,512	1,225,633	1,030,962	565,849	515,481
RACs ⁽⁵⁾	510,410	523,297	550,665	561,145	571,291	284,036	293,994
Hangar leases	10,682,265	11,988,548	13,226,290	13,983,277	14,603,061	7,250,264	7,465,078
Ground leases	2,525,409	2,335,310	2,319,595	1,626,811	1,134,707	558,078	579,282
Other terminal rents ⁽⁶⁾	181,830	164,958	196,096	192,244	249,846	138,978	332,527 ⁽⁶⁾
Fuel yard	52,227	54,331	57,440	59,843	62,251	30,432	31,132
Temporary ramp rentals	116,508	107,773	131,481	106,991	109,872	54,531	55,901
Total Tenant Rent	17,240,272	18,339,060	19,668,447	19,955,323	19,972,615	9,987,627	10,169,426
Concession fees ⁽³⁾	4,876,436	12,808,920	13,920,628	14,529,178	15,627,307	8,011,023	7,688,420
Landing fees	2,139,159	4,055,176	4,586,568	4,458,672	4,837,942	2,548,319	2,413,081
Ground transportation	948,286	2,815,018	3,681,065	4,042,279	4,338,831	2,304,914	2,015,142
Other	966,864	2,040,280	1,990,728	2,707,600	2,526,478	1,297,062	1,399,789
Total Operating Revenues:	<u>\$34,697,496</u>	<u>\$65,232,564</u>	<u>\$72,929,959</u>	<u>\$75,257,640</u>	<u>\$82,039,309</u>	<u>\$41,905,575</u>	<u>\$40,705,661</u>

⁽¹⁾ FY 2021 revenues affected by the COVID19 pandemic.

⁽²⁾ Includes a 12% Burbank parking tax, which is also reflected in “other operating expenses” in Table 13 under “HISTORICAL FINANCIAL INFORMATION.”

⁽³⁾ Presentation does not incorporate effect of GASB 87, Leases, in order to reflect true operating receipts.

⁽⁴⁾ Includes Rental Car Company Facility Rent under the Rental Car Company Agreements. See “– Tenant Rent – Rental Car Facility Rent; Rental Car Company Agreements” below.

⁽⁵⁾ Includes rent for Rental Car Company service/storage areas, overflow storage areas and rental counters at the Airport that is not located in the RITC.

⁽⁶⁾ “Other terminal rents” includes rent from Non-Signatory Airlines (Exclusive Use Space rent, Joint Use Fees and Common Use Passenger Processing System fees) and rent from other terminal tenants. Decrease of the tenant rent from Signatory Airlines and increase of “other tenant rents” when comparing the six months ended December 2024 and the six months ended December 2025, reflect, in part, the reduction in the number of Signatory Airlines and the increase in the number of Non-Signatory Airlines at the Airport beginning FY 2026. See “– Tenant Rent – Airline Passenger Terminal Rent; Other Terminal Rents” below.

Source: Burbank-Glendale-Pasadena Airport Authority.

As shown in Table 12, total operating revenues* of the Authority increased by \$2,327,681 or approximately 3.2% from FY 2023 to FY 2024 and increased by \$2,526,478 or approximately 9.0% from FY 2024 to FY 2025. Table 12 reflects the growth of passenger activity between FY 2022 and FY 2025 following the COVID-19 pandemic.

Passenger activity during the first half of FY 2026 decreased in comparison to the first half of FY 2025. The number of commercial flights and the number of total passengers for the first six months of FY 2026 decreased by approximately 10%, compared to the first six months of FY 2025. See “AIRPORT OPERATIONS STATISTICS – Airport Traffic.” In contrast, the total operating revenue during the same period, as shown in Table 12, decreased by only approximately 3%. Furthermore, during the first and second quarter of 2025, when the Authority was developing its FY 2026 budget, the Authority understood that there were uncertainties and challenges ahead with respect to the economy and potential government policy changes. The Authority’s budget assumed that, in FY 2026, there would be a decrease in passenger demand and a reduction of airline operations relative to recent years. The budget assumed that total passenger count (enplaned and deplaned) would be 6.2 million, which was lower than the FY 2025 passenger

* Includes a 12% Burbank parking tax. See “– Parking Fees.” Does not include Customer Facility Charges received by the Authority. See “– Customer Facility Charges.”

count and more closely aligned with FY 2024. As the result of this conservative approach, the actual result for the total operating revenue for the first half of FY 2026 (\$40,705,661 as shown in Table 12) is higher than the assumed total operating revenue for the same period in the adopted FY 2026 budget (\$40,080,000).

See APPENDIX B: “AUDITED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2025 AND 2024 – Management’s Discussion and Analysis” for a discussion of operating revenues. Also see “CERTAIN INVESTMENT CONSIDERATIONS – Certain Factors Affecting Airline Industry and Air Travel.”

Parking Fees

General. Parking fees are collected by the Authority. Parking fee revenues were the most significant revenue source comprising \$29,564,588 or approximately 39.3% of total operating revenues for FY 2024, \$34,736,136 or approximately 42.3% of total operating revenues for FY 2025. Parking revenues generally coincide with the levels of passenger activity. The Authority collects and forwards to Burbank 12% of its public parking revenues as part of Burbank’s transient parking tax.

Currently, there are approximately 5,000 available public parking spaces at the Airport, excluding employee parking (Lot B). Public parking facilities at the Airport include a parking structure across from the Existing Terminal Building, a valet lot, additional lots (Lots C, D, E, F and G) and parking spaces at the RITC. The Authority implemented parking rate increases in FY 2025. Parking in the short-term parking garage cost \$42 per day. Parking in the other lots range from \$16 per day to \$28 per day depending on the lot. Valet parking is available at rates up to \$40 per day.

A new parking structure (anticipated to have approximately 2,000 stalls, including valet spaces) is being built as part of the Terminal Relocation Project. Once the Replacement Passenger Terminal opens, Lots B and E will close. Lot C will become the new employee parking lot. Lots D, F and G will become remote parking sites. In sum, it is anticipated there will be approximately 4,500 available stalls at the various Airport parking facilities, excluding the employee parking lot. Parking rates after Replacement Passenger opening are not expected to be lower than the current rates.

Parking Services Agreement. On July 10, 2023, the Authority entered into a contract with ACE Parking for self-park management services, valet parking services and shuttle services. Compensation under ACE Parking contract is based on a fixed management fee and reimbursement of operating costs. The compensation to ACE in FY 2024 and FY 2025 was \$7,838,777 and \$7,700,530, respectively.

Tenant Rent

Tenant rent revenue totaled \$19,955,323 in FY 2024 and \$19,972,615 in FY 2025. The following is a discussion of the different types of rent.

Airline Passenger Terminal Rent; Other Terminal Rents. As discussed under “AIRPORT USE AGREEMENTS,” the Authority collects Rental (for Exclusive Use Space) and Joint Use Fees (for Joint Use Space) from the Signatory Airlines, based on rates which the Authority has not raised since July 2012. For FY 2025, the Signatory Airlines paid a total of \$2,210,625 in terminal rent (*i.e.*, the sum of Rental and Joint Use Fees), which is a slight increase from \$2,199,379 in FY 2024. See discussions under “AIRPORT USE AGREEMENTS” and “AIRPORT CONSULTANT REPORT – Projected Net Revenues and Debt Service Projections” regarding significant changes to the methodology under which terminal rent will be calculated upon the opening of the Replacement Passenger Terminal. Also See APPENDIX D-1: “SUMMARY OF CERTAIN PROVISIONS OF THE EXISTING AUA,” APPENDIX D-2: “SUMMARY OF CERTAIN PROVISIONS OF NEW AUA.”

In addition to space made available to the Signatory Airlines under the Existing AUAs, the Authority also leases spaces in the Existing Terminal Building to Non-Signatory Airlines and other tenants providing goods and services at the Airport. For FY 2024 and FY 2025, the rent revenue from such leases totaled \$192,244 and \$249,846, respectively.

In addition to the current five Signatory Airlines, three airlines – Avelo, JetBlue and Spirit – also operated at the Airport under Airport Use Agreements before July 1, 2025. These three airlines did not execute the 2024 Amendment nor the New AUA. Hence, they are no longer Signatory Airlines as of the beginning of FY 2026. See “AIRPORT USE AGREEMENTS – 2024 Amendment to Existing AUA.” Also see APPENDIX A: “AIRPORT CONSULTANT REPORT – 5.3.1 Enplaned Passenger Activity” for more information about the history of airlines that have served the Airport during the last ten years, including the addition of two new airlines, Breeze and Allegiant, which began operation at the Airport in 2026 under Operating Permits as Non-Signatory Airlines. As shown in Table 12, when comparing the six months ended December 2024 and the six months ended December 2025, the tenant rent from Signatory Airlines decreased and the dollar amount of “Other terminal rents” increased. This shift reflects, in part, the decrease of the number of Signatory Airlines and the increase of the number of Non-Signatory Airlines at the Airport. Non-Signatory Airlines pay rent and fees under the Operating Permits that are higher than those paid by Signatory Airlines under the Airport Use Agreements. Of the “Other terminal rents” shown in Table 12 for the six months ended December 2025, \$216,973 was Non-Signatory Airlines rent, and \$115,554 was rent from tenants other than Non-Signatory Airlines and Signatory Airlines.

Rental Car Facility Rent; Rental Car Company Agreements. Six rental car companies (the “Rental Car Companies” or “RACs”) currently have operations at the Rental Car Facilities at the RITC. See “THE AIRPORT – Regional Intermodal Transportation Center.” They are Avis Budget Car Rental, LLC (“Avis”), Budget Rent a Car System, Inc. (“Budget”), DTG Operations, Inc. (“DTG”), Enterprise Rent-A-Car Company of Los Angeles, LLC (“Enterprise”), Fox Rent A Car, Inc. (“Fox”), and The Hertz Corporation (“Hertz”). They operate at the RITC under ten brand names: Alamo, Avis, Budget, Dollar, Enterprise, Fox, Hertz, National, Payless and Thrifty. Each RAC has entered into a Non-Exclusive, On-Airport Rental Car Lease and Concession Agreements (the “Rental Car Company Agreement”) with the Authority.

The term of each Rental Car Company Agreement began upon completion of the Rental Car Facilities on July 15, 2014. Under each such agreement, the related Rental Car Company is granted: (i) a ten-year concession period, extendable by the Authority for two additional ten-year periods with the consent of a majority of the on-airport rental car companies and a majority of the on-airport market share interests, and (ii) a 30-year lease period of a portion of the Rental Car Facilities; provided that the lease period will end early if the Authority does not extend the concession. The Authority has obtained the necessary consents, such that the current expiration date for the concession period under each Rental Car Company Agreement is January 1, 2035.

The Rental Car Company Agreements require all RACs operating at the Rental Car Facilities to conduct their Airport operations at the Rental Car Facilities. Under the Rental Car Company Agreements, the RACs are responsible for the on-going costs of operating, maintaining and repairing the Rental Car Facilities.

Under the Rental Car Company Agreements, the RACs must pay rent (“Facility Rent”), which is comprised of several components. One component constitutes the “Ground Rent.” Another component is based on the amount of the Authority’s debt service payments in connection with the 2012 Bonds, net of Customer Facility Charges budgeted to be remitted to the Authority by the RACs. Pursuant to the calculation of Facility Rent under the Rental Car Company Agreements, the RACs are expected to pay Facility Rent each Fiscal Year in an amount which, in combination with the Pledged Customer Facility Charges (see “– Customer Facility Charges” below), is expected to be in excess of debt service on the 2012 Bonds. Such Facility Rent constitutes Revenues pursuant to the Indenture, and thus, also secures the other Obligations that are secured by the Trust Estate pursuant to the Indenture. The Authority began collecting Facility Rent under the Rental Car Company Agreement on July 15, 2014. The Facility Rent revenue totaled \$1,225,633 for FY 2024 and \$1,030,962 for FY 2025.

In addition to Facility Rent, the RACs are obligated to pay concession fees (see “– Concession Fees – Rental Cars” below) and collect Customer Facility Charges and remit them to the Authority (see “– Customer Facility Charges” below).

The RACs also pay rent for service and storage areas, rental counters and other space at the Airport. Such rent amounted to \$561,145 and \$571,291 in FY 2024 and FY 2025, respectively.

Other Rent. The Authority also currently leases to other tenants approximately 3,364,000 square feet of land and the buildings and improvements on the land. The Authority has entered into leases with various tenants for 11

hangars, facilities for two fixed-based operators, a fuel yard, and temporary ramp rentals. These leases have various expiration dates. Currently, the rent-generating lease with the longest term expires February 2037 with a potential 11-year extension upon the parties' mutual consent. Revenue from such leases totaled \$15,776,992 in FY 2024 and \$15,909,891 in FY 2025.

After the Replacement Passenger Terminal opens, tenant rent revenues will also include rent relating to the new Airline Support Facilities Building. The Terminal Relocation Project includes the construction of an approximately 16,000 square foot Airline Support Facilities Building and related facilities. Airline Support Facilities Building space will be rented to tenants for the airline cargo storage, ground support equipment storage and maintenance use, and related office use. A portion of the proceeds of the 2024 Bonds and 2026 Bonds are being used for the construction of the Airline Support Facilities Building and such related facilities. The Authority plans to establish rents under the Airline Support Facilities Building leases that, in the aggregate, will be sufficient to pay an allocable amount of debt service based on the portion of bond proceeds used for the Airline Support Facilities Building and such related facilities (currently estimated to total \$23.7 million) relative to the entire Terminal Relocation Project.

Concession Fees

In FY 2024 and FY 2025, revenues from concessions totaled \$14,529,178 and \$15,627,307, respectively. The following is a breakdown of certain concessionaires at the Airport.

Rental Cars. Each Rental Car Company is obligated under its respective Rental Car Company Agreement to pay the Authority a concession fee consisting of the greater of such company's minimum annual guarantee or 10% of its annual gross revenues as defined in the Rental Car Company Agreement. For FY 2025, the sum of minimum annual guarantee dollar amounts under all Rental Car Company Agreements was \$7,055,561, and the Authority's revenue in concession fees from the Rental Car Companies was \$9,006,139.

As discussed above, the concession period of the Rental Car Company Agreements expires on January 1, 2035. The Rental Car Facilities at the RITC will continue operation throughout the construction, and after the completion, of the Replacement Passenger Terminal.

Food and Beverage, Retail and Other Concessions. The Authority also collects concession revenues from food and beverage services, retail, advertising, flowers, wi-fi internet services, baggage carts and miscellaneous products and services.

Pursuant to an agreement between the Authority and MCS Burbank, LLC, a Nevada limited liability company ("MCS"), MCS exclusively operates public food and beverage concessions at the Existing Terminal Building. This agreement expires on June 30, 2026 and it is expected that the parties will continue this agreement on a month-to-month basis until the Replacement Passenger Terminal opening date. It provides for payment to the Authority of the greater of: (i) an annual minimum or (ii) 12% of gross receipts from the sale of food and non-alcoholic beverages and 17% of the gross receipts from the sale of alcoholic beverages. Revenue from food and beverage concessions totaled \$3,807,808 in FY 2024 and \$4,206,756 in FY 2025.

The Authority has a non-exclusive agreement for gift and news concessions at the Existing Terminal Building with HG Burbank JV ("Hudson"). The term of the Hudson agreement was scheduled to expire on May 31, 2025. The parties have continued the agreement on a month-to-month basis and anticipate to do so until the Replacement Passenger Terminal opening date. Under the agreement, each Fiscal Year, Hudson pays the Authority an amount equal to the greater of 20% of annual gross revenue or an annual minimum, plus certain additional payments for miscellaneous items. Revenues from gift and news concessions were \$1,445,342 in FY 2024 and \$1,550,764 in FY 2025.

Revenues in connection with advertising concessions, flowers, wi-fi internet services, baggage carts and miscellaneous products and services totaled \$1,055,437 in FY 2024 and \$863,647 in FY 2025.

Replacement Passenger Terminal Concessions. The Authority solicited proposals for concessions at the Replacement Passenger Terminal and, based on the reviews of the proposals, has entered into contracts for: (i) a master

concession for retail locations (the “Retail Concession”), (ii) a master concession for food and beverage service locations (the “Food Concession”), (iii) a distributed antenna system and Wi-Fi system concession (the “DAS & Wi-Fi Concession”), and (iv) an advertising program and internet protocol television (“IPTV”) concession (the “Advertising Concession”).

For the Retail Concession, the Authority and MRG Burbank LLC (“MRG”) (an affiliate of the Marshall Retail Group) have entered into a Concession Agreement, dated February 3, 2025 (the “RPT Retail Concession Agreement”), under which MRG will be the master concessionaire for designated retail locations within the Replacement Passenger Terminal. Under this agreement, the Authority shall deliver to MRG the unit locations in their “shell space” conditions, and MRG will be required to make certain capital investments for improvements. MRG will be required to pay “Space Rent” each Fiscal Year, determined pursuant to the formula set forth in the RPT Retail Concession Agreement. The Space Rent will be no less than the “Minimum Annual Guarantee” (the “Retail Concession MAG”), which is: (a) \$1,050,000 for the first full Fiscal Year after Replacement Passenger Terminal opens, and (b) starting the second full fiscal year, the greater of: (I) Retail Concession MAG for the preceding Fiscal Year, or (II) 85% of the following: (A) Retail Concession MAG for the preceding Fiscal Year, plus (B) the amount that the Percentage Rent exceeded Retail Concession MAG in the preceding Fiscal Year.

For the Food Concession, the Authority and MCS (the current food concessionaire at the Existing Terminal Building) have entered into a Concession Agreement, dated February 3, 2025 (the “RPT Food Concession Agreement”), under which MCS will be the master concessionaire for designated food and beverage service locations within the Replacement Passenger Terminal. Under this agreement, the Authority shall deliver to MCS the unit locations in their “shell space” conditions, and MCS will be required to make certain required capital investment for improvements. MCS will be required to pay “Space Rent” each Fiscal Year, determined pursuant to the formula set forth in the RPT Food Concession Agreement. The Space Rent will be no less than the “Minimum Annual Guarantee” (the “Food Concession MAG”), which is: (a) \$2,090,000 for the first full Fiscal Year after Replacement Passenger Terminal opens, and (b) starting the second full fiscal year, the greater of: (I) Food Concession MAG for the preceding Fiscal Year, or (II) 85% of the following: (A) Food Concession MAG for the preceding Fiscal Year, plus (B) the amount that the Percentage Rent exceeded Food Concession MAG in the preceding Fiscal Year.

For the DAS & Wi-Fi Concession, the Authority and Boingo LLC (“Boingo”) have entered into a DAS & Wi-Fi Concession Agreement, dated April 21, 2025 (the “Wi-Fi Concession Agreement”). Under this agreement, Boingo will install, operate and maintain a distributed antenna system and a Wi-Fi system at the Replacement Passenger Terminal. In connection of the leasing of related space for such systems, Boingo will be required to pay certain “Base Rent.” The Base Rent each Fiscal Year will be no less than the “Minimum Annual Guarantee” (the “Wi-Fi Concession MAG”), which is: (a) \$120,000 for the first full Fiscal Year after the Replacement Passenger Terminal opens, and (b) starting the second full fiscal year, 105% of the Wi-Fi Concession MAG for the preceding Fiscal Year.

For the Advertising Concession, the Authority and Clear Channel Airports, Inc., doing business as Clear Channel Outdoor, Airports Division (“Clear Channel”), have entered into an Advertising Program and Internet Protocol Television Concession Agreement, dated November 17, 2025 (the “Advertising Concession Agreement”). Under this agreement, Clear Channel will make certain minimum capital investments and install, operate and maintain an advertising and IPTV program at various locations within the Replacement Passenger Terminal. Clear Channel will be required to pay an annual concession fee, the “Base Fee.” The Base Fee each Fiscal Year will be no less than the “Minimum Annual Guarantee” (the “Advertising Concession MAG”), which is: (a) \$1,182,500 for the first full Fiscal Year after the Replacement Passenger Terminal opens, and (b) starting the second full fiscal year, 105% of the Advertising Concession MAG for the preceding Fiscal Year.

See APPENDIX A: “AIRPORT CONSULTANT REPORT – 6.3.4.2 Concession Revenues.”

Landing Fees

Landing Fees are, generally, the product of total landed weight multiplied by the applicable landing fee rate. As discussed under “AIRPORT USE AGREEMENTS,” the Authority has not raised the landing fee rate for the Signatory Airlines since July 2012. The current landing fee rate for Signatory Airlines is \$0.97 per 1,000 pounds landed weight. The landing fee for air carriers other than Signatory Airlines is \$1.56 per 1,000 pounds landed weight.

During FY 2025, the total amount of landed weight for all aircraft including all-cargo airplanes was approximately 4.7 billion pounds. The total amount of landing fees in FY 2025 was \$4,837,942. This is an increase from the FY 2024 results, which were approximately 4.3 billion pounds and \$4,458,672.

See discussions under “AIRPORT USE AGREEMENTS” regarding significant changes to the methodology for determining the landing fee rate each Fiscal Year, to be implemented in connection with the Terminal Relocation Project. Also See APPENDIX D-1: “SUMMARY OF CERTAIN PROVISIONS OF EXISTING AUA,” and APPENDIX D-2: “SUMMARY OF CERTAIN PROVISIONS OF NEW AUA.”

Customer Facility Charges

The Authority levies Customer Facility Charges pursuant to California Government Code Section 50474.3 (formerly California Civil Code Section 1936). Customer Facility Charges imposed by the Authority can be used only for consolidated rental car facilities at the Airport. Generally, “Revenues” under the Indenture exclude Customer Facility Charges. However, if the Authority so specifies, available proceeds can constitute part of the pledge for the designated Bonds. The 2012 Bonds were issued to finance the RITC. See “THE AIRPORT – Regional Intermodal Transportation Center.”

Pursuant to the Third Supplemental Indenture, the Customer Facility Charges received each Fiscal Year, up to the scheduled debt service on the 2012 Bonds accruing in such Fiscal Year, are Pledged Customer Facility Charges to be applied to the payment of debt service on the 2012 Bonds. The Pledged Customer Facility Charges are required to be deposited in the Debt Service Fund. The Pledged Customer Facility Charges are not available to pay debt service on the 2024 Bonds or the 2026 Bonds. See “SECURITY FOR THE 2026 BONDS – Pledge of Trust Estate – *Available Revenues*.” As described in “– Tenant Rent – *Rental Car Facility Rent; Rental Car Agreements*,” Facility Rent includes a component calculated to cover the amount of debt service on the 2012 Bonds not paid from Customer Facility Charges). Such Facility Rent constitutes Revenues pursuant to the Indenture, and thus also secures the other Obligations that are secured by the Trust Estate pursuant to the Indenture.

Customer Facility Charges are collected by the RACs and remitted to the Authority on a monthly basis. Demand for rental cars, and the total amount of Customer Facility Charges, are highly correlated to passenger activity (although other factors do affect a traveler’s decision to rent a car upon arrival at the Airport, such as rental rates and alternative modes of transportation, including ride share demand). For a discussion of passenger activity at the Airport, see “AIRPORT OPERATIONS” and APPENDIX B: “AUDITED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2025 AND 2024 – Management’s Discussion and Analysis.”

In accordance with California law, the Customer Facility Charge at the Airport is \$6.00 per transaction day, with a five-transaction day limit. Customer Facility Charge revenues for FY 2024 and FY 2025 were \$5,397,765 and \$5,913,505, respectively.

See Table 16 under “HISTORICAL FINANCIAL INFORMATION – Historical Debt Service Coverage” regarding the application of the Pledged Customer Facility Charges toward the debt service for the 2012 Bonds during the last ten Fiscal Years. As shown in Table 16, except for FY 2021 (due to the impact of COVID-19 on passenger traffic at the Airport), the Pledged Customer Facility Charges deposited with the Trustee have been sufficient to pay most of the principal and interest due on the 2012 Bonds each Fiscal Year. The total FY 2025 Customer Facility Charge revenue (\$5,913,505) actually exceeded the 2012 Bonds debt service payment (\$5,833,134). However, Table 16 only shows the FY 2025 Customer Facility Charge collections transferred to the 2012 Bonds Debt Service Fund in time to be applied to the FY 2025 debt service of the 2012 Bonds.

Passenger Facility Charges

Pursuant to the Indenture, Passenger Facility Charges received by the Authority are excluded from “Revenues,” and thus not part of the Trust Estate pledged to the Bonds under the Indenture, unless the Authority so specifies, and then, only the amount deposited in the Debt Service Fund would be pledged for the designated Bonds. Currently, no Passenger Facility Charges are pledged to the repayment of any Bonds. The projections of Ricondo in the Airport Consultant Report do not reflect any use of Passenger Facility Charges for the payment of Debt Service

on the 2026 Bonds. See Table A-3 – “Projected Revenue Collections” and Table A-11 – “Cash Flow and Debt Service Coverage” in APPENDIX A.

Federal law allows the collection of Passenger Facility Charges, through passenger tickets, to fund an airport’s eligible capital improvement projects, subject to FAA approval. Pursuant to current FAA approval, the Authority may, with certain exceptions, charge each paying passenger who enplanes at the Airport a Passenger Facility Charge of \$4.50. Airlines that serve the Airport are required to collect the Passenger Facility Charge and remit the proceeds to the Authority on a monthly basis, less a \$0.11 handling fee. The Authority collects Passenger Facility Charges and plans to use Passenger Facility Charges to pay for the costs of eligible portions of the Terminal Relocation Project, the off-Airport sound insulation program and other capital improvement projects.

The Passenger Facility Charge legislation (consisting of the Aviation Safety and Capacity Expansion Act of 1990, P.L. 101-508; the Wendel H. Ford Aviation Investment and Reform Act for the 21st Century, P.L. 106-181; the VISION 100-Century of Aviation Reauthorization Act, P.L. 108-176; and the Federal Aviation Administration Extension Act of 2008, P.L. 110-330) provide that Passenger Facility Charges collected by the airlines constitute a trust fund held for the beneficial interest of the eligible agency imposing the Passenger Facility Charges, except for any handling fee or retention of interest collected on unremitted proceeds. In addition, federal regulations require airlines to account for Passenger Facility Charge collections separately and to disclose the existence and amount of funds regarded as trust funds for financial statements. The airlines are entitled to retain interest earned on the investment of Passenger Facility Charge collections until such Passenger Facility Charge collections are remitted. These provisions may not be enforceable in a bankruptcy of an airline, however.

HISTORICAL FINANCIAL INFORMATION

Historical Operating Results

The following Statements of Revenues and Expenses and Changes in Net Position for the Airport for FY 2021 through FY 2025 were prepared by the Authority based on its audited annual financial statements. The information for the six months ended December 31, 2024 and December 31, 2025 are unaudited. The Authority’s financial statement includes revenues which are not Revenues available to pay the 2026 Bonds and expenses which are not Operating Expenses under the Indenture in determining Net Revenues. Certain historical information on Bond debt service coverage from Net Revenues calculated pursuant to the Indenture is presented under “–Historical Debt Service Coverage” below. Certain adjustments have been made to conform the data in the financial statements to the data presented below. The Authority’s audited financial statements for the years ended June 30, 2025 and 2024 are attached hereto as APPENDIX B. For further information concerning the historic financial results of the Airport’s operations, see the information in APPENDIX B: “AUDITED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2025 AND 2024.”

Table 13
Burbank-Glendale-Pasadena Airport Authority
Bob Hope Airport, commonly known as Hollywood Burbank Airport
Statements of Revenues, Expenses and Changes in Net Position

	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	(unaudited) 6 months ended Dec 2024	(unaudited) 6 months ended Dec 2025
<u>Operating revenues⁽¹⁾</u>							
Parking ⁽²⁾	\$8,526,479	\$25,174,110	\$29,082,523	\$29,564,588	\$34,736,135	\$17,756,630	\$17,019,803
Tenant Rent ⁽³⁾⁽⁴⁾	16,963,475	18,122,079	19,514,228	19,861,157	19,907,219	9,954,928	10,155,801
Concession Fees ⁽³⁾	4,871,064	12,506,117	13,681,344	14,355,798	15,518,880	7,956,810	7,669,183
Landing Fees	2,139,159	4,055,176	4,586,568	4,458,672	4,837,942	2,548,319	2,413,081
Other ⁽⁵⁾	1,915,150	4,855,298	5,671,794	6,749,879	6,865,309	3,601,976	3,414,931
Total operating revenues	34,415,327	64,712,780	72,536,457	74,990,094	81,865,485	41,818,663	40,672,799
<u>Operating expenses⁽⁶⁾</u>							
Contracted airport services	18,269,154	20,871,769	23,561,851	24,695,925	26,004,872	12,927,753	13,948,169
Salaries and benefits	6,301,997	6,362,897	7,277,119	7,299,875	8,248,807	3,969,548	4,358,208
Financial services	776,346	1,788,161	1,784,813	1,101,142	1,490,087	750,349	804,191
Rescue services	3,345,417	3,591,874	3,686,682	4,238,948	4,364,700	2,167,390	2,236,123
Materials and supplies	348,613	365,869	413,816	448,886	553,502	219,887	183,183
Repairs and maintenance	4,693,372	5,427,626	6,859,440	8,006,357	7,933,452	3,980,303	3,942,723
Utilities	1,715,301	1,942,277	2,008,420	2,132,319	2,293,961	1,316,320	1,180,952
Professional services	2,490,812	3,180,213	3,028,342	3,370,066	3,615,888	1,664,289	1,969,369
Insurance	1,353,231	1,337,733	1,341,036	1,487,416	1,528,228	1,528,228	1,664,977
Other operating expenses ⁽²⁾	1,609,079	4,020,804	4,894,497	5,523,792	5,905,791	3,046,855	3,094,552
Total operating expenses before depreciation	40,903,322	48,889,223	54,856,016	58,304,726	61,939,288	31,570,922	33,382,447
Operating income (loss) before depreciation	(6,487,995)	15,823,557	17,680,441	16,685,368	19,926,197	10,247,741	7,290,352
Depreciation and amortization	17,126,358	16,474,921	15,492,879	14,911,710	13,889,856	6,848,785	6,813,756
Operating Income (loss)	(23,614,353)	(651,364)	2,187,562	1,773,658	6,036,341	3,398,956	476,596
<u>Nonoperating revenues/expenses⁽¹⁾</u>							
Passenger Facility Charge revenue, including interest ⁽⁷⁾	4,195,443	9,687,636	12,882,716	15,932,930	16,813,453	8,029,777	7,771,678
Customer Facility Charge revenue	2,347,750	4,682,637	5,035,162	5,397,765	5,913,505	2,934,689	2,954,709
Investment income (loss) ⁽⁸⁾	438,124	(7,282,192)	3,781,146	17,530,285	46,748,430	25,580,404	13,192,007
Interest income ⁽³⁾	282,169	519,784	393,501	267,547	173,823	86,911	32,862
Interest expense, debt service ⁽⁹⁾	(4,273,787)	(4,011,938)	(3,735,875)	(6,380,411)	(38,031,050)	(19,488,988)	(19,468,873)
Other interest expense and fiscal charges ⁽⁶⁾⁽¹⁰⁾	0	(6,007)	(11,273)	(8,730)	(2,066,188)	(1,033,094)	(543,016)
Bond issuance cost	0	0	0	(2,252,292)	(1,738,637)	(916,087)	(301,902)
Gain (loss) on retirement of capital assets	0	0	13,123	110,515	35,677	18,238	1,551
Sound Insulation Program	(2,063)	(2,350)	(180)	0	0	0	0
Other noncapital grants	10,587,540 ⁽¹¹⁾	8,878,981 ⁽¹¹⁾	8,147,212 ⁽¹¹⁾	768,236 ⁽¹²⁾	492,992	292,884	302,133
Replacement terminal development	(1,071,319)	0	(655,585)	(292,006)	(2,743,241)	(1,627,456)	(607,301)
Total nonoperating revenues/expenses, net	12,503,857	12,466,551	25,849,947	31,073,839	25,598,764	13,877,278	3,333,848
Income (loss) before capital contributions and special items	(11,110,496)	11,815,187	28,037,509	32,847,497	31,635,105	17,276,234	3,810,444
Capital contributions	12,730,126	7,233,553	8,030,233	14,367,792	38,175,051	11,279,890	21,116,862
Change in net position	1,619,630	19,048,740	36,067,742	47,215,289	69,810,156	28,556,124	24,927,306
Total net position – beginning	527,050,284	528,669,914	547,718,654	583,786,396	631,001,685	631,001,685	700,811,841
Total net position – ending	528,669,914	547,718,654	583,786,396	631,001,685	700,811,841	659,557,809	725,739,147
Invested in capital assets, net of related debt	228,168,126	226,762,973	252,577,172	250,621,896	340,145,318	292,200,605	417,168,777
Restricted, debt service	21,582,760	21,857,596	23,980,877	118,115,788	82,481,217	103,772,152	64,567,244
Restricted, capital projects	56,900,982	64,085,949	71,516,622	72,288,115	84,289,166	77,827,109	78,948,126
Restricted, federal asset seizure ⁽¹³⁾	24,298	24,615	25,049	25,702	26,517	26,068	27,013
Restricted, other purposes	3,316,569	3,400,497	3,484,425	3,568,353	3,652,282	3,610,317	3,652,282
Unrestricted	218,677,179	231,587,024	232,202,251	186,381,831	190,217,341	182,121,558	161,375,705
Total net position	\$528,669,914	\$547,718,654	\$583,786,396	\$631,001,685	\$700,811,841	\$659,557,809	\$725,739,147

-
- (1) Not all revenues are pledged to the payment of the Bonds. See “SECURITY FOR THE 2026 BONDS – Pledge of Trust Estate; Net Revenues” and “SOURCES OF REVENUES.”
- (2) Includes 12% Burbank parking tax.
- (3) Presentation incorporates implementation of GASB 87, *Leases*, effective July 1, 2020.
- (4) For more details, see Table 12 under “SOURCES OF REVENUES – General.”
- (5) Other revenues consist primarily of ground transportation, fuel flowage fees, ground handling and airfield access fees.
- (6) Presentation incorporates implementation of GASB 96, *Subscription-Based Information Technology Arrangements*, effective July 1, 2021.
- (7) Passenger Facility Charge revenues include accrued Passenger Facility Charge revenues net of fair value adjustments as of the end of each reporting period. Total accrued Passenger Facility Charge revenues were \$5,884,509 and \$6,166,007 for the six months ended December 31, 2025 and 2024, respectively.
- (8) Investment income/loss include accrued investment income net of fair value adjustments as of the end of each reporting period. Total accrued investment income were \$5,384,665 and \$3,942,298 for the six months ended December 31, 2025 and 2024, respectively. For the columns showing FY 2025 and the six months ended December 31, 2024 and December 31, 2025, includes interest earnings from bond-trustee held funds, including funds holding 2024 bond proceeds for Terminal Relocation Project cost.
- (9) For the columns showing FY 2025 and the six months ended December 31, 2024 and December 31, 2025, includes 2024 Bonds interest payments paid from capitalized interest account
- (10) Includes non-debt related fiscal charges.
- (11) See footnotes 8, 9, and 10 to Table 16 for information about certain included federal relief funds.
- (12) See footnote 11 to Table 16 for information about certain included federal relief funds.
- (13) Related to law enforcement activities at the Airport; monies restricted to be used for specific law enforcement purposes.

Source: Burbank-Glendale-Pasadena Airport Authority.

Investment of Airport Funds

Authority funds are invested in accordance with the Authority’s investment policy (the “Investment Policy”). The Authority reviews the Investment Policy annually. In 2024, updates to the Investment Policy included a change to increase the maximum allowable amount of money market funds from 15% to 20% to support the Terminal Relocation Project. On each of April 7, 2025 and February 2, 2026, the Authority Commission adopted resolutions to affirm the current Investment Policy. The objectives of the Authority’s Investment Policy in order of priority are preservation of principal and interest, allowing the easy and rapid conversion of investments into cash without loss of value, and an acceptable rate of return on investments, but only after considering the safety of principal and liquidity. The investment of Authority funds is required to be in compliance with California Government Code Sections 53601, 53601.1, 53601.5 and 53601.6, and if the Investment Policy is more restrictive than such provisions of the California Government Code, the Investment Policy will control. The New AUA permits the Authority to accumulate and maintain sufficient cash (or cash equivalent) to allow the Airport to continue operation for 540 days in the event of an unforeseen revenue interruption (such as the one caused by the COVID-19 pandemic). See “AIRPORT USE AGREEMENTS – New AUA.”

Set forth in Tables 14 and 15 are the approximate market values, as of December 31, 2025, of the cash and investments held by the Authority and the types of investments as of such date.

Table 14
Burbank-Glendale-Pasadena Airport Authority
Bob Hope Airport, commonly known as Hollywood Burbank Airport
Cash and Investments in Funds as of December 31, 2025
(Market Value)

Cash and Investments in Funds	
	(millions)
Operating Fund	\$ 15.48
Operating Reserve Fund	18.13
Surplus Fund	1.46
PFC Fund	69.51
CFC Fund	1.61
Authority Areas Reserve	3.65
Proceeds from sale of Airport property ⁽¹⁾	2.10
Asset Forfeiture Fund ⁽²⁾	0.03
Held by Bond Trustee ⁽³⁾	128.46
Facility Rent Reserve Fund ⁽⁴⁾	2.17
Facility Development Reserve ⁽⁵⁾	220.13
Total	\$462.73

⁽¹⁾ Includes proceeds from the sale of 66,000 square feet of undeveloped land in April 2016. Because the land sold was part of a larger piece of property acquired with federal grant, proceeds from the 2016 sale can only be used for eligible purposes. The Authority plans to use the money for eligible Terminal Relocation Project costs.

⁽²⁾ Related to law enforcement activities at Airport; monies restricted to be used for specific law enforcement purposes.

⁽³⁾ Includes proceeds of the 2024 bonds deposited in the Construction Account for Terminal Relocation Project cost and other amounts held pursuant to the Indenture and restricted to the uses provided for thereunder.

⁽⁴⁾ In accordance with the Rental Car Company Agreements (see “– Tenant Rent – *Rental Car Facility Rent; Rental Car Company Agreements*”), all facility rent revenues received from the Rental Car Companies operating within the Consolidated Rental Car Facility (“CRCF”) are required to be used by the Authority to supplement any shortfall for the repayment of the debt obligations incurred to develop the CRCF. Excess facility rent revenues may be used for other allowable expenses as defined in the Rental Car Company Agreements.

⁽⁵⁾ The Facility Development Reserve was established in FY 2000 to provide for the future development of the Terminal Relocation Project and other Airport facilities. The Authority plans to use \$100 million from the Facility Development Reserve for costs related to the Terminal Relocation Project, and apply any remaining amount after the completion of the Terminal Relocation Project towards the Authority’s liquidity requirements under the New AUAs, to fund a reserve account for routine capital and operational needs of the Authority, and/or to be retained in the Surplus Fund established pursuant to the Indenture. See footnote 5 of Table 17 under “AIRPORT CONSULTANT REPORT – Projected Net Revenues and Debt Service Coverage.”

Source: Burbank-Glendale-Pasadena Airport Authority.

Table 15
Burbank-Glendale-Pasadena Airport Authority
Bob Hope Airport, commonly known as Hollywood Burbank Airport
Cash and Investments as of December 31, 2025⁽¹⁾
(Market Value)

Cash and Investment Distribution	
	(millions)
U.S. Treasury Securities	\$178.95
U.S. Agency Securities	104.34
Medium Term Corporate Notes	83.07
Money Market Mutual Funds	87.84
State Treasurer's LAIF	2.25
Bank Deposits ⁽²⁾	6.28
Total	\$462.73

⁽¹⁾ Includes investment in funds held by the Authority, as well as funds held by the Trustee under the Indenture.

⁽²⁾ Includes cash on hand, deposits with financial institutions.
Source: Burbank-Glendale-Pasadena Airport Authority.

As shown above, as of December 31, 2025, there was approximately \$6.28 million in cash deposits and \$456.45 million, by market value, of investments (held by the Authority and by the Trustee for the Authority's bond accounts) with a weighted average maturity of approximately 1.33 years. The book value of such investments as of December 31, 2025 totaled approximately \$448.44 million.

Historical Debt Service Coverage

Table 16 sets forth the ratio of the Authority's Net Revenues over Accrued Debt Service for the last ten Fiscal Years as calculated pursuant to the Indenture. While Table 16 has not been audited as part of the Authority's audited financial statement, the figures are based on the Authority's audited financial statements.

Table 16
Burbank-Glendale-Pasadena Airport Authority
Bob Hope Airport, commonly known as Hollywood Burbank Airport
Historical Net Revenues and Debt Service Coverage⁽¹⁾

	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
NET REVENUES ⁽²⁾										
Revenues ⁽²⁾	\$51,422,789	\$51,574,115	\$56,353,195	\$67,878,687	\$65,834,395 ⁽⁸⁾	\$52,953,031 ⁽⁸⁾	\$72,817,851 ⁽⁹⁾	\$91,434,558 ⁽¹⁰⁾	\$82,523,550 ⁽¹¹⁾	\$90,992,164
Less: Operating Expenses ⁽²⁾	39,018,761	41,226,440	42,058,420	44,850,463	47,209,860	40,903,322	49,214,407	54,953,576	58,388,786	62,023,348
Net Revenues	\$12,404,028	\$10,347,675	\$14,294,775	\$23,028,224	\$18,624,535	\$12,049,709	\$23,603,444	\$36,480,982	\$24,134,764	\$28,968,816
Transfer ⁽³⁾	2,534,501	2,599,378	2,600,186	2,600,103	2,601,315	2,599,576	2,599,114	2,600,098	2,599,983	1,458,284
Net Revenues, plus Transfers	\$14,938,529	\$12,947,053	\$16,894,961	\$25,628,327	\$21,225,850	\$14,649,285	\$26,202,558	\$39,081,080	\$26,734,747	\$30,427,100
ACCRUED DEBT SERVICE ⁽¹⁾⁽⁴⁾										
2012 Bonds	\$5,836,555	5,833,563	\$5,834,996	\$5,836,911	\$5,837,008	\$5,834,054	\$5,834,956	\$5,835,892	\$5,832,433	\$5,833,134
Less: Available CFC Revenues ⁽²⁾⁽⁵⁾	(5,761,140)	(5,550,060)	(5,920,394)	(5,660,457)	(5,174,449)	(2,182,234)	(4,581,381)	(5,035,704)	(5,330,885)	(5,810,980) ⁽⁵⁾
2015B Bonds	4,301,450	4,563,950	4,565,750	4,563,500	4,568,250	4,564,250	4,561,500	4,564,500	4,567,500	--
2024 Bonds ⁽⁶⁾	--	--	--	--	--	--	--	--	--	--
Accrued Debt Service	\$4,376,865	\$4,847,453	\$4,480,352	\$4,739,954	\$5,230,809	\$8,216,070	\$5,815,075	\$5,364,688	\$5,069,048	\$22,154
DEBT SERVICE COVERAGE ⁽⁷⁾	3.41	2.67	3.77	5.41	4.06	1.78	4.51	7.28	5.27	1,373.42 ⁽⁶⁾

⁽¹⁾ Debt service coverage shown in Table 16 follows the methodology permitted under the Indenture for purposes of the Rate Covenant. See notes below.

⁽²⁾ As defined in the Indenture. See APPENDIX C-1: "COPY OF AMENDED AND RESTATED MASTER INDENTURE."

⁽³⁾ Represents portion of Surplus Fund balance permitted to be used for debt service calculation. The Indenture permits the use of moneys accumulated in the Surplus Fund in an amount not over 25% of the Accrued Debt Service on the Senior Bonds, to calculate debt service coverage each Fiscal Year, for purposes of the Rate Covenant under the Indenture. See "SECURITY FOR THE 2026 BONDS – Rate Covenant – General."

⁽⁴⁾ Represents the interest due on January 1 of that Fiscal Year plus principal and interest due on the following July 1.

⁽⁵⁾ Represents pledged Customer Facility Charge revenues deposited in the Debt Service Fund for the 2012 Bonds. See "SOURCES OF REVENUES – Customer Facility Charges." FY 2025 Customer Facility Charge revenue (\$5,913,505) actually exceeded the 2012 Bonds debt service payment (\$5,833,134). This table only shows the FY 2025 Customer Facility Charge collections transferred to the 2012 Bonds Debt Service Fund in time to be applied to the FY 2025 debt service of the 2012 Bonds.

⁽⁶⁾ No principal due on 2024 Bonds during period shown. Interest on 2024 Bonds during FY 2025 paid from 2024 Bonds proceeds deposited in capitalized interest account. As a result, for FY 2025, the "Accrued Debt Service" was significantly lower and the "Debt Service Coverage" was dramatically higher. See "AIRPORT CONSULTANT REPORT – Project Net Revenues and Debt Service Coverage" regarding increase in debt service beginning in FY 2027, after the end of the capitalized interest period for the 2024 Bonds and the 2026 Bonds.

⁽⁷⁾ Equals "Net Revenues, plus Transfer" divided by "Accrued Debt Service."

⁽⁸⁾ Includes federal grants resulting from the COVID-19 pandemic for eligible expenditures. On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act was signed into law, which included \$10 billion in funds to be awarded as economic relief to eligible U.S. airports affected by the prevention of, preparation for, and response to the pandemic. The Authority was awarded \$21,081,611 in CARES Act grants of which \$3,264,200 was used in FY 2020 and \$17,817,411 was used in FY 2021 to supplement the loss in revenues due to the unprecedented impacts of the pandemic.

⁽⁹⁾ Includes additional federal grants resulting from the COVID-19 pandemic for eligible expenditures. In April and June 2021, the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and the American Rescue Plan Act (ARPA), respectively, were signed into law, which allocated additional relief to eligible U.S. airports affected by the pandemic. The Authority was awarded \$7,674,141 and \$20,749,123 in CRRSAA and ARPA grant funds, respectively, of which \$7,038,348 and \$7,829,131, respectively, were expended in FY 2022 to supplement the loss in revenues due to the unprecedented impacts of the COVID-19 pandemic.

⁽¹⁰⁾ Includes additional federal relief grants for eligible expenditures. A total of \$13,571,162 in combined CRRSAA, ARPA, and Federal Emergency Management Agency grant funds (allocated as additional relief to eligible U.S. airports affected by the COVID-19 pandemic) received in FY 2023 for eligible expenditures are included in the pledged Revenues calculation for FY 2023. Without the \$13,571,162 in federal relief fund, the debt service coverage ratio would have been 4.76.

⁽¹¹⁾ Includes additional federal relief grants for eligible concessionaire relief provided. A total of \$396,947 of ARPA grant funds (allocated as additional relief to eligible U.S. airports affected by the COVID-19 pandemic) received in FY 2024 for eligible relief provided to Airport concessionaires are included in the pledged Revenues calculation for FY 2024.

Source: Burbank-Glendale-Pasadena Airport Authority.

ENVIRONMENTAL MATTERS AFFECTING AIRPORT OPERATIONS

Several significant environmental matters have direct and indirect impacts on Airport operations and costs, including mitigation of aircraft noise impacts, hazardous substance cleanup and clean air requirements.

Noise Restrictions

General. The Airport, similar to other California airports serving jet aircraft, is subject to a number of restrictions relating to aircraft noise, in addition to the provisions of the Joint Powers Act specifically relating to the Airport. In particular, the Authority is required to find ways and means to reduce the number of incompatible land acres within its state-law defined noise impact area. To this end, the Authority has installed noise monitoring equipment on and around the Airport and instituted noise regulations that affect operations of air carriers and general aviation aircraft at the Airport. The Authority believes that the restrictions currently in effect will have no material adverse effect on the Authority's ability to make timely payments on the Bonds. Federal law prohibits the Authority from unilaterally implementing additional or new noise or access restrictions. No assurance can be given that additional Congressionally-approved restrictions or changes in noise restrictions may not adversely affect operations at the Airport.

Joint Powers Act. California Government Code Section 6546.1 prohibits the Authority from authorizing activity which results in an increase in the size of the Airport noise impact area (as that term has been defined in the California Government Code's Noise Standard Section and California case law) above certain levels. The Airport's current noise impact level is significantly below that level. The California Noise Standards also require the Authority to make good faith effort to the best of its ability to eliminate the Airport's noise impact area and to operate, pursuant to a variance from the State, until its noise impact area is eliminated.

California Noise Standards. Specifically, under the California Noise Standards, the State Department of Transportation is authorized to adopt noise standards governing the Airport's responsibilities, principally with respect to noise impact (measured cumulatively) acceptable to a reasonable person residing in the vicinity of the Airport. Generally, the standards encourage the adoption of "abatement" and "mitigation" measures which reduce the number of incompatible acres of property in the Airport environs. Abatement measures reduce noise at the source (e.g., by changing operational procedures) and mitigation measures attempt to remedy an existing problem or prevent a new one (e.g., sound insulation or better zoning practices).

To this end, the Authority is periodically required, in the form of a hearing before an administrative law judge, to outline its noise reduction efforts in order to obtain a variance from the state noise standards. Many commercial airports in California serviced by jet aircraft, including the Los Angeles International Airport, LA/Ontario International Airport, John Wayne Airport, San Jose International Airport and San Diego International Airport, are also required to obtain such a variance.

The most recent administrative hearing occurred on February 28, 2008, with a final decision effective March 29, 2008. In that decision, a variance from the noise requirements of Section 5062, Chapter 2.5, Subchapter 6, Title 21 of the California Code of Regulations was granted to the Authority, effective for three years. The Authority has applied for a new variance and both Burbank and the Authority have sought and obtained extensions. The State Department of Transportation has allowed the Authority to continue operation at the Airport consistent with the last approved variance. The Authority can give no assurances as to future actions by the State of California or the courts with respect to these administrative hearings.

Federal Restrictions. In grant agreements with the FAA, the Authority has agreed that, to the extent feasible, it will not permit or authorize any actions in conjunction with its operation of the Airport that will increase the noise levels or noise exposure impact boundaries beyond those existing as of August 1977. However, the federal government later enacted the Airport Noise and Capacity Act ("ANCA") in 1990. ANCA, and its implementing regulation known as Part 161, restrict the Authority from imposing any operational restrictions on aircraft operation absent compliance with ANCA's requirement for such restrictions. The Authority submitted an application pursuant to ANCA, to obtain FAA approval of a mandatory curfew at the Airport. That application was denied.

Noise Abatement Programs

Part 150 Noise Compatibility Program. Title 14 of the Code of Federal Regulations, Part 150 (“Part 150”) establishes the requirements that airport sponsors, such as the Authority, must follow if they desire to obtain federal funding for implementation of noise mitigation and abatement measures. Those requirements dictate that the Authority must complete and receive FAA approval for a Part 150 Noise Compatibility Study as a precondition to receiving such funding. A Part 150 Noise Compatibility Study has two principal elements: a Noise Exposure Map (“NEM”), and a Noise Compatibility Program (“NCP”). The FAA requires review and acceptance of a NEM based on a five-year forecast of incompatible noise exposure surrounding the Airport. The NEM serves as the foundation for developing the NCP. Once the NCP is updated and made available to the public for review, it is submitted to FAA for approval. The Authority is currently developing an updated Part 150 Noise Compatibility Study. The process began in January 2024. The Authority submitted the NEM in June 2025 and it was accepted by the FAA in November 2025. The Authority has begun the development of the NCP. The Authority expects to submit the updated NCP to the FAA in Fall 2026.

Airport Noise Rules and Restrictions. The Authority has adopted a comprehensive plan of noise regulations which affects air carrier and general aviation aircraft. Under the rules, all air carrier flights must be conducted in FAA Regulation Part 36, Stage 3 aircraft. Stage 2 General Aviation aircraft are restricted between the hours of 10:00 p.m. and 7:00 a.m. Since 1987 all scheduled air carrier aircraft operating out of the Airport have been Stage 3 aircraft. The rule has had the effect of reducing the noise impact area, as measured in acres, from that existing at the time the Authority acquired the Airport.

The Authority also has an aircraft noise compatibility program at the Airport that is based largely on a set of rules adopted prior to – and in effect since – the Airport Noise and Capacity Act of 1990. The Authority’s program includes nighttime noise limits and prohibited activities at night (e.g., engine maintenance run-ups, flight training, practice approaches, “touch-and-go-landings” and intersection takeoffs) for both propeller-driven aircraft and non-airline jets, penalties for exceeding those limits or violating the prohibited activities and a program known as a “voluntary curfew” that asks airlines to refrain from scheduling or operating flights, if possible, between 10 p.m. and 7 a.m. Moreover, a single-event noise limit precludes takeoffs or landings of noisier aircraft during the same hours.

The Authority promotes “quiet flying procedures,” as adopted by the National Business Aircraft Association and has approved the “quiet flying procedures” developed by an Airport tenant that operates night flights in its cargo business.

Failure by the Authority to comply with the FAA Part 161 and Part 150 regulations could result in the loss of current and future AIP grants from the FAA, and could subject to Authority to the reimbursement of any previously received AIP grants.

Regulated and Hazardous Substances

General. Airport operations involve the storage and use of a number of substances that are regulated under various federal, state and local regulations. In the event such storage and handling of regulated substances causes environmental damage, the costs resulting from such damage and the remediation of such damage may be significant. These regulated substances at the Airport are predominantly used by Airport tenants. In recognition of the need for a comprehensive hazardous materials policy, the Authority included provisions as to the handling of hazardous and regulated material in the Existing AUAs and adopted Rules and Regulations for other users of the Airport as to the handling of hazardous substances at the Airport.

The Authority’s Fire Department, consistent with aviation industry standard, previously used aqueous film-forming foam (“AFFF”) known to contain per-and polyfluoroalkyl substances (“PFAS”), in accordance with FAA requirements for fire suppression. AFFF is effective in smothering fuel fires and FAA standards historically contained PFAS in AFFF. In March 2019, the Authority received a California Water Code Section 13267 Order (“Order”) issued by the State Water Resources Control Board and transmitted to the Authority by the Los Angeles Regional Water Quality Control Board (the “RWQCD”) for investigation of the presence of PFAS at the Airport. The Order required the preparation of a work plan to conduct a site investigation of potential PFAS contamination in soil and groundwater and to provide a sampling and analysis report. The Authority engaged a third-party environmental consultant to

conduct the investigation and prepare the report into the presence of PFAS at the Airport. Samples were taken from seven monitoring wells between December 9, 2019 and September 16, 2020. The results and report (the “2020 Report”) were timely submitted to the RWQCD. In sum, with respect to the soil investigation, the report detected PFAS near the AFFF aboveground storage tank in the fuel farm area, and “the concentrations show decreasing trend with depth . . . and indicates . . . that the impacts are limited to 120 ft bgs and do not extend to the groundwater which is approximately 230 to 290 ft bgs.” With respect to groundwater, the report concluded “that the groundwater is not likely impacted from AFFF-use/potential release at the Airport but likely from other sources.” As a follow-up to the Authority’s 2020 Report, the RWQCD issued Order No. R4-2025-0159 (dated November 7, 2025, and amended February 4, 2026) (the “2025 Order”). The 2025 Order states that the “reported presence of PFAS in soil and groundwater is likely attributable to the use of the aircraft extinguishing agents, such as AFFF which contains PFAS at the Site.” The 2025 Order, in essence, requires the Authority to demonstrate that the PFAS from the previous use (from the results of 2019 and 2020 investigation) has not reached the groundwater underneath the Airport property. The order requires the Authority to prepare a work plan to further delineate the vertical transport of PFAS in the locations where PFAS was previously found up to 50 ft bgs. The Authority has asked the LA RWQCB for a 90-day extension to prepare and submit the work plan. The 2025 Order also requires the Authority to collect stormwater samples at the Airport property. The Authority is cooperating with LA RWQCB to satisfy the requirements for the work plan and stormwater sampling in a timely manner. The Authority’s Fire Department does not have supply stock of AFFF. The remaining three ARFF trucks with AFFF are in the process of being cleaned (rinsate) with an estimated completion date by end of FY 2026.

Lockheed Martin Corporation (“Lockheed”), the prior owner of the Airport site, operated an aircraft manufacturing facility at the Airport site prior to the Authority’s purchase of such site, and such operations by Lockheed included using a number of substances that are regulated under federal, state and local regulations. As the owner of the Airport, the Authority may be held liable for any damages caused by a release of a hazardous substance or a regulated compound occurring at the Airport whether or not the Authority was the cause of such event. The contract with Lockheed for the acquisition of the initial Airport property, subsequent agreements with Lockheed for additional acquisitions or access (by purchase or otherwise) of property that is now part of the Airport, the Existing AUAs, and the New AUAs all provide for indemnification to the Authority from any responsible party for any costs incurred by the Authority in connection with a hazardous substance release at the Airport caused by such party. No assurances can be given that the Authority will not be held liable by governmental agencies or private parties in connection with any such hazardous substance event or that the costs to the Authority in connection with a hazardous substance event will be paid through indemnification. In the event the Authority has to bear the costs of damages caused by a hazardous substance release or the costs of remediating such an event, such costs could have a material adverse effect on the costs of the airlines operating at the Airport and the financial condition of the Authority.

Federal Action Regarding Clean-Up of Hazardous Substances. The United States Environmental Protection Agency (“EPA”) has placed selected areas within the eastern San Fernando Valley, including property adjacent to the Airport, on the National Priority List of areas requiring substantial clean-up of hazardous substances contained in the groundwater. In 2010, the Authority received a letter from the EPA formally designating the Authority as one of approximately 30 parties designated under the federal Superfund law (“CERCLA”) as “potentially responsible parties” (“PRPs”) for the second interim remedy at the North Hollywood Operable Unit (the “Second Interim Remedy”). The letter also requested that the Authority, along with other named PRPs, form a group and submit a good faith settlement to offer to EPA to undertake the work required for the Second Interim Remedy, which is expected to last to 2041.

The EPA has indicated in response to Authority inquiries that it regards the western half of the Airport (that portion west of the north/south runway) to be within the North Hollywood Operable Unit. In 2009, the EPA estimated that the net present value of the Second Interim Remedy would be \$108 million (none of which was attributed by the EPA to the Authority). This is a preliminary estimate made without benefit of a detailed engineering analysis and the actual remediation costs could vary considerably from the EPA estimate. In addition, in 2019, EPA gave notice to the Authority and other PRPs that they are responsible for approximately \$27.7 million in costs incurred by EPA as part of its basin-wide remediation efforts, of which some portion EPA may ask the Authority to pay. As noted above, the Authority may have an indemnity with Lockheed to cover some or all of such costs.

Litigation as to Indemnification. The Authority separately filed a lawsuit in April 2010 against Lockheed in United States District Court for the Central District of California as to its being named a PRP with respect to the

Second Interim Remedy. That lawsuit claimed that Lockheed owes the Authority a contractual duty to defend and indemnify the Authority against the costs of the EPA's Second Interim Remedy claim. The Authority based its claim upon a written indemnification provision in the 1978 Airport Purchase Agreement executed by it and by Lockheed. Subsequently, the Authority reached a settlement agreement in February 2011 with Lockheed on the matter. The terms of this settlement agreement provide that Lockheed will defend the Authority with its counsel and assume any costs that EPA or any other party would otherwise assign to the Authority regarding the North Hollywood Operable Unit cleanup, including the Second Interim Remedy. As a further part of the settlement, the Authority made a payment of \$2 million to Lockheed. The settlement agreement, however, provides for certain exclusions from the scope of the indemnified matters and the Authority cannot give any assurances that Lockheed might not assert one or more of these exclusions to avoid indemnification as to some or all of the EPA claim, that the Authority may not otherwise be adversely affected by the EPA claim or other EPA actions, or that Lockheed will otherwise perform its obligations under such settlement agreement.

See "CERTAIN INVESTMENT CONSIDERATIONS – Certain Factors Particular to the Airport – *EPA Claim*" and "CERTAIN INVESTMENT CONSIDERATIONS – Certain Factors Particular to the Airport – *Environmental Contamination*."

Emission Standards

Air emissions associated with airport activities are governed by federal, state and local regulations. Most notable are the federal Clean Air Act (the "FCAA"), the California Clean Air Act (the "CCAA"), and various rules and regulations promulgated by the South Coast Air Quality Management District ("SCAQMD"). Authority-owned back-up power generators currently operate under a Title V operating permit issued by the SCAQMD.

The Airport is subject to various agreements and mitigation measures designed to reduce emissions from airport operations including, among other measures: provisions for ground support equipment to meet low emission goals; provisions for airport shuttle buses to meet zero emission goals; and reducing construction emissions through the use of low polluting construction equipment and exhaust emission controls, and mitigation measures associated with the recent environmental approvals pursuant to CEQA and NEPA, including but not limited to the Terminal Relocation Project. For each significant construction project undertaken, the Authority must disclose project level air quality environmental impacts for both project operational and construction impacts, and must ensure each project commits to highest levels of clean construction as feasible.

On December 3, 2019, the Authority approved an air quality improvement program (the "AQIP") developed in consultation with SCAQMD. The AQIP outlines measures the Authority plans to take to reduce emissions of NOx from Airport operations and includes a Memorandum of Understanding with SCAQMD (the "SCAQMD MOU") which provides for the Authority to implement two specific air quality improvement measures: 1) the Ground Support Equipment Emissions Reduction Program and the conversion of airport shuttle buses to zero-emission vehicles, and 2) quantify emissions from those measures to assist SCAQMD in obtaining reductions for those measures to meet SCAQMD's obligations under the FCAA and CCAA. The Authority is implementing the SCAQMD MOU and the AQIP at the Airport, and continues to meet all target requirements to date.

The SCAQMD imposes rules and regulations specifically targeted at various air pollutants and types of operations such as hydrant fueling, private vehicle fueling, power generators, boilers and the use of various volatile organic chemical containing materials. The Authority's Noise & Environmental Department monitors the Authority's compliance with these air quality rules and regulations. The Noise & Environmental Department has three full-time professional staff assigned to maintain compliance with the various air quality rules and regulations.

AIRPORT CONSULTANT REPORT

This section, the Airport Consultant Report, and elsewhere in this Official Statement contain "forward-looking statements." Ricondo has made certain assumptions in making its projections that it believes are reasonable. The Authority has reviewed Ricondo's assumptions that are described in the Airport Consultant Report and believes that they are reasonable. However, all forward-looking statements, including intentions, expectations and projections, are inherently subject to economic, political, regulatory, competitive and other uncertainties, all of which are difficult to predict and many of which will be beyond the control of the Authority and Ricondo. Projected results may not be

realized, and actual results could be significantly different than projected. Neither the Authority nor Ricondo is obligated to update, or otherwise revise, the projections or the specific portions presented to reflect circumstances existing after the date when made or to reflect the occurrence of future events, even if any or all of the assumptions are shown to be in error.

Overview

The Airport Consultant Report is included in this Official Statement as APPENDIX A. The Airport Consultant Report is part of this Official Statement, and potential purchasers of the 2026 Bonds should read the Airport Consultant Report, in its entirety. The Airport Consultant Report has been included in this Official Statement in reliance on the authority of Ricondo and its subconsultants as experts in air traffic matters and financial projections relating to airports such as the Airport.

The Airport Consultant Report provides an overview of the economic base of the Air Service Area and of the primary economic and demographic variables (including population, personal income, gross regional and domestic product, employment, consumer prices and other economic conditions and events) nationally and in the Air Service Area that drive demand for passenger and cargo air transportation services and a projection of such variables for the Projection Period of FY 2026 through FY 2032). The Airport Consultant Report describes air service at the Airport currently, identifies the primary factors that affect demand for air travel, including factors (such as costs and availability of jet fuel, other industry consolidation costs and national and Airport aviation security and capacity) that influence passenger and cargo airline profitability and decisions, and summarizes Ricondo's projection, and the assumptions behind the projection, of air traffic, including passenger enplanements, aircraft operations and landed weights, at the Airport for the Projection Period.

The Airport Consultant Report also includes Ricondo's review of existing Airport facilities and a review of the Authority's capital improvement program, strategic plan and adopted budget for FY 2026 and existing Authority agreements and obligations. Ricondo's conclusion is that based upon Ricondo's approach and assumptions described in the Airport Consultant Report, the Net Revenues in each year during the Projection Period will be sufficient to satisfy the Authority's obligations under the Indenture, and at the same time, remain acceptable on an airline cost per enplaned passenger basis compared to airports in the Los Angeles metropolitan region.

Ricondo notes that although it believes that its approach and assumptions are reasonable and provide an appropriate basis for the financial projections set forth in the Airport Consultant Report, any projection is subject to uncertainties and some assumptions used as the basis of the projections will not be realized, unanticipated events and circumstances may occur, there are likely to be differences between the financial projection and actual financial results and those variations could be material. The Airport Consultant Report should be read in its entirety for an understanding of the projections and the underlying assumptions contained therein. Ricondo has no responsibility to update the Airport Consultant Report because of events and transactions occurring after the date of the Airport Consultant Report. The Airport Consultant Report has not been updated to reflect the final terms of the 2026 Bonds or other changes occurring after the date of such report.

In addition to assumptions regarding regional economic activity, passenger growth and services provided at the Airport, Ricondo assumed that the Replacement Passenger Terminal will begin operation by October 13, 2026, as anticipated, the rent and fees paid by the commercial airlines serving the Airport will follow the methodologies set forth in the New AUA from FY 2027 onward. See "AIRPORT USE AGREEMENTS."

Projected Net Revenues and Debt Service Coverage

By dollar amount, the Terminal Relocation Project is the biggest project that the Authority has ever undertaken. By issuing the 2024 Bonds and the 2026 Bonds, the Authority is increasing its outstanding bond debt significantly relative to prior years. The first principal payment of the 2024 Bonds will be due July 1, 2028, and the first principal payment of the 2026 Bonds will be due July 1, 2028*. A portion of the proceeds of the 2024 Bonds are being, and a portion of the proceeds of the 2026 Bonds will be, used for capitalized interest to be applied toward

* Preliminary, subject to change.

interest to accrue to and including April 1, 2027. As a result, starting in FY 2027, the Authority's debt service obligation will significantly increase compared to prior Fiscal Years.

Once the Authority begins paying debt service on the 2024 Bonds and the 2026 Bonds from sources other than capitalized interest in FY 2027, debt service will increase to approximately \$[_____]*. Debt service for FY 2028 is expected to increase to approximately \$[_____]*. Starting in FY 2029, annual debt service is projected to remain at approximately \$[_____]*. For the purposes of the projections in this Official Statement, it is assumed that no Commercial Paper Notes will be issued during this period.

In anticipation of the significant increase in future debt service, the Authority is modifying the method used to calculate base rates for rent and fees to be paid by the Signatory Airlines once the Replacement Passenger Terminal opens. The modifications are reflected in the New AUA. As described in further detail under "AIRPORT USE AGREEMENTS," the New AUA will govern the terms under which each Signatory Airline will operate at the Airport, starting on the "Commencement Date" – the date on which the Authority allows such airline to start revenue-generating operations at the Replacement Passenger Terminal (expected to be October 2026).

Under the Existing AUA, the rents and fees payable by the Signatory Airlines are calculated based on rates set by the Authority before the start of each Fiscal Year; provided that the Authority may make certain extraordinary adjustments if its revenues are insufficient to satisfy operating expenses during that year. The Authority has not raised the rates (nor has it invoked the extraordinary adjustment provisions) under the Existing AUAs in over a decade, since July 2012.

In contrast, under the New AUA, a Signatory Airline's rent and fees payable to the Authority each Fiscal Year will be based on formulas, which are designed so that the rent and fees will be adjusted each Fiscal Year to sufficiently cover the Authority's expenditures and expenses to operate the Airport (including amounts to be paid or set aside by the Indenture, such as debt service payments on Obligations issued by the Authority, debt service reserve deposits and operating reserve deposits) for the Fiscal Year. Therefore, the revenues to be collected from the airlines are expected to significantly increase commencing in FY 2027 relative to past years – to enable to Authority to have enough revenues to pay principal and interest on the 2026 Bonds (and other outstanding obligations) and comply with the rate covenants under the Indenture. The Authority has covenanted in the New AUAs that the rent and landing fees to be paid by Non-Signatory Airlines under Operating Permits will be higher than the rates payable by the Signatory Airlines under the New AUAs.

The Replacement Passenger Terminal is expected to open in October 2026. Regardless of the status of the Terminal Relocation Project, the Indenture requires the Authority to set rates at levels sufficient to meet the coverage requirements provided for in the Indenture, including the payment of debt service on the 2024 Bonds and the 2026 Bonds (although there can be no guarantee that the Authority will receive sufficient revenues to meet such requirements). In the event of a delay to the Replacement Passenger Terminal opening (and hence a delay to the provisions of the New AUA taking effect), the Authority may issue Commercial Paper Notes (see "INTRODUCTION – Outstanding Senior Obligations" and "THE AIRPORT – Outstanding Debt") and use proceeds from such issuance to pay principal and interest on the 2026 Bonds in the interim. The costs of additional Commercial Paper Notes are not included in the projections included in the Airport Consultant Report, and may be significant.

Table 17 shows the projected Net Revenues and debt service coverage through FY 2032 as shown on Table A-11 of the Airport Consultant Report in APPENDIX A. Table 17 follows the presentation in the Airport Consultant Report and has not been updated to reflect actual debt service on the 2026 Bonds.

* Preliminary, subject to change.

Table 17
Burbank-Glendale-Pasadena Airport Authority
Bob Hope Airport, commonly known as Hollywood Burbank Airport
Projected Net Revenues and Debt Service Coverage ⁽¹⁾
Fiscal Years 2025-26 to 2031-32

	<u>FY 2026 Budgeted (for reference)</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>	<u>FY 2031</u>	<u>FY 2032</u>
NET REVENUES ⁽²⁾							
Signatory Airlines revenues							
Non-Signatory Airlines revenues							
Non-airline revenues ⁽³⁾							
Non-operating revenues ⁽⁴⁾							
Revenues ⁽²⁾							
Less: Operating Expenses ⁽²⁾							
Net Revenues							
Transfer ⁽²⁾⁽⁵⁾							
Adjusted Net Revenues							
ACCRUED DEBT SERVICE ⁽²⁾⁽⁶⁾							
2012 Bonds							
2024 Bonds							
2026 Bonds ⁽⁷⁾							
Total Debt Service							
Less:							
Available CFC Revenues ⁽¹⁾⁽⁸⁾							
Accrued Debt Service							
DEBT SERVICE COVERAGE ⁽⁹⁾							

⁽¹⁾ See APPENDIX A for assumptions used for projections. Totals in the table may not add due to rounding.

⁽²⁾ As defined in the Indenture. See APPENDIX C-1: "COPY OF AMENDED AND RESTATED MASTER INDENTURE."

⁽³⁾ Includes parking fees, concession fee, non-airline tenant rent, ground transportation revenues, fuel operating revenues and other operating revenues.

⁽⁴⁾ Represents investment and interest income, assumed equal to 1.5% of Authority's cash and investment balance as of the end of the prior Fiscal Year.

⁽⁵⁾ Represents Surplus Fund moneys permitted to be used for debt service coverage calculation. The Indenture permits the use of moneys accumulated in the Surplus Fund, in an amount not in excess of 25% of the Accrued Debt Service on the Senior Bonds, to calculate debt service coverage each Fiscal Year, for purposes of the rate covenant. See "SECURITY FOR THE 2026 BONDS – Rate Covenant – General." The Authority intends to retain an amount equal to at least 25% of the Accrued Debt Service on the Senior Bonds in the Surplus Fund. This is consistent with the Authority's past practice. See Table 16 under "HISTORICAL FINANCIAL INFORMATION – Historical Debt Service Coverage."

⁽⁶⁾ Represents the interest due on January 1 of that Fiscal Year plus principal and interest due on the following July 1. Debt service projections provided by Public Resources Advisory Group.

⁽⁷⁾ Projected; actual debt service on the 2026 Bonds will be determined at the sale of the 2026 Bonds.

⁽⁸⁾ Represents Customer Facility Charge revenues available for deposit into the Debt Service Fund and pledged for the 2012 Bonds.

⁽⁹⁾ Equals "Adjusted Net Revenues" divided by "Accrued Debt Service."

Source: Table A-11 of Airport Consultant Report.

Projected Revenue From Rent and Fees, and Cost Per Enplanement

For the Airport Consultant Report, Ricondo assumed that the Replacement Passenger Terminal will begin operation by October 13, 2026. The following Table 18, based on Table A-10 in the Airport Consultant Report in APPENDIX A, shows the projected revenues from Rental, Common Use Fees and Landing Fees, and the cost per enplanement through FY 2032.

Table 18
Burbank-Glendale-Pasadena Airport Authority
Bob Hope Airport, commonly known as Hollywood Burbank Airport
Projected Airline Rent and Fees, Cost Per Enplanement ⁽¹⁾
Fiscal Years 2025-26 to 2031-32

	BUDGET FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
AIRLINE REVENUES							
Rental and Common Use Fees							
Landing Fees							
Total Airline Revenue							

Enplaned Passengers

Average Cost Per Enplanement ⁽²⁾

Average Cost Per Enplanement (2026 Dollars)

⁽¹⁾ See APPENDIX A for assumptions used for projections.

⁽²⁾ Equals "Total Airline Revenue" divided by "Enplaned Passengers."

Source: Table A-10 of the Airport Consultant Report.

CERTAIN INVESTMENT CONSIDERATIONS

The 2026 Bonds may not be suitable for all investors. Prospective purchasers of the 2026 Bonds should give careful consideration to the information set forth in this Official Statement, including the matters referred to in the following summary. The information herein does not purport to be a comprehensive or exhaustive discussion of all risks or other considerations that may be relevant to an investment in the 2026 Bonds. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such considerations. There can be no assurance that other risks or considerations not discussed herein are not or will not become material in the future.

General

The following is a general discussion of certain factors affecting the air transportation industry and the revenues, expenses and operations of the Authority and does not purport to be an exhaustive listing of all such factors and other considerations. As a result of these and other factors, historical results presented in this Official Statement, including the Authority's operation and financial figures contained in this Official Statement, may not be indicative of future operating results of the Authority.

The Revenues of the Authority are affected substantially by the economic health of the airline industry, the airlines serving the Airport and various other factors, which include but are not limited to:

- national and international economic conditions;
- the availability and cost of aviation fuel and other necessary supplies;
- the financial health and viability of the airline industry;
- airline service and route networks;
- population growth and the economic health of the region surrounding the Airport and the nation;
- changes in demand for air travel;
- service and cost competition;
- levels of air fares;
- fixed costs and capital requirements;
- the cost and availability of financing;
- the capacity of the national air traffic control system;
- the capacity of the Airport and the capacity of the competing airports;
- disasters, health emergencies and hostilities, affecting the region surrounding the Airport or the nation;
- the cost and availability of employees;
- labor relations within the airline industry;
- regulation by the federal government;
- environmental risks and regulations, noise abatement concerns and regulations;
- bankruptcy and insolvency laws;
- safety concerns arising from international conflicts and the possibility of additional terrorist attacks and other risks; and
- legislative action or executive orders which would affect federal funding of Airport projects.

Several of these factors reduced profits and caused significant losses for all but a few airlines. As a result of these and other factors, many airlines have operated at a loss in the past and many have filed for bankruptcy, ceased operations and/or merged with other airlines. In addition, many airlines have taken many actions to restructure and reduce costs including reducing their workforce, renegotiating labor agreements, consolidating connecting activity and replacing mainline jets with regional jets. Financial difficulties of individual airlines could, over time, materially alter the relative financial obligations of the individual Signatory Airlines and lead to reductions of service at the Airport.

The Authority cannot predict regional, national and world economies, the likelihood of future terrorist attacks, the likelihood of future air transportation or supply chain disruptions, including contagious diseases, the costs of aviation fuel or the impact on the Airport or the airlines from such factors. No assurance can be given that each

Signatory Airline will continue operations at the Airport, that passenger activity at the Airport will not decrease or that revenues will not decrease.

2026 Bonds Special Obligations of Authority

The 2026 Bonds will be special obligations of the Authority payable solely from, and secured solely by a pledge of, the Trust Estate. The 2026 Bonds will not constitute a general obligation of the Authority. The 2026 Bonds will not be secured by a legal or equitable pledge of, or charge or lien upon, any property of the Authority or any of its income or receipts except the Trust Estate. Neither the faith and credit nor the taxing power of the State of California or any public agency thereof, including the Cities of Burbank, Glendale and Pasadena, will be pledged to the payment of the 2026 Bonds, and the payment of the 2026 Bonds will not constitute a debt, liability or obligation of the State or any public agency thereof, including the Cities of Burbank, Glendale and Pasadena, other than the special obligation of the Authority as provided in the Indenture. The Authority has no taxing power. See “SECURITY FOR THE 2026 BONDS.”

Pursuant to the Indenture, the Authority also has the ability to cause a category of income, receipt or other revenues that are included in the definition of Revenues in the Indenture to be excluded from such definition for all purposes of the Indenture, thereby creating Released Revenues. Such exclusion, which is subject to a number of conditions, would reduce the security for the 2026 Bonds. The Authority has not previously excluded any such Released Revenues.

Uncertainties of Projections and Assumptions

In its Airport Consultant Report, based on the assumptions contained in the report, Ricondo forecasts that the projected Revenues of the Authority will be sufficient to allow the Authority to comply with the Rate Covenant in the Indenture through FY 2032. See APPENDIX A: “AIRPORT CONSULTANT REPORT.” One of the principal assumptions upon which Ricondo relies in making its projection is that passenger traffic will increase as a function of growth in the economy of the region served by the Airport. Whether the projected passenger traffic materializes depends on a number of factors outside of the Authority’s control, such as economic growth of the United States and the greater Los Angeles region, airline financial condition, general costs of air travel, capacity of the national air traffic control system, operational decisions made by airlines, public health concerns, and other similar assumptions. In addition, Ricondo makes numerous other assumptions as described in the Airport Consultant Report.

The Airport Consultant Report should be read in its entirety for an understanding of the projections and the underlying assumptions. As noted in the Report, projections are subject to uncertainties. Inevitably, some of the assumptions used to develop the projections will not be realized, and unanticipated events and circumstances may occur. The actual financial results achieved will vary from those projections, and the variations may be material and adverse. Also see “AIRPORT CONSULTANT REPORT – Projected Net Revenues and Debt Service Projections” and APPENDIX A: “AIRPORT CONSULTANT REPORT.”

Expiration and Potential Termination of Airport Use Agreements

Each Signatory Airline has agreed to pay rates and charges for its use of the Airport pursuant to its Airport Use Agreements. Each of the Existing AUA and the New AUA has provisions that permit the Authority and, under certain conditions, the Signatory Airline, to terminate before the scheduled expiration date. The New AUAs expire on June 30, 2035; provided that, in each case, upon mutual agreement by the Authority and the Signatory Airline, the expiration date may be extended to June 30, 2040. In any event, the New AUA will expire before the final maturity of the 2026 Bonds. No guarantee can be given that a New AUA will never terminate before its expiration date nor that, upon the expiration date of a New AUA, the Signatory Airline will elect to renew or enter into a new AUA. Any airline that does not have an AUA must enter into an Operating Permit to operate at the Airport on a month-to-month term, or discontinue its flight services to the Airport. The ability of the Authority to continue to generate revenues required by the Indenture will depend on the Authority’s ability to provide services at rates which continue to attract airlines to service the Airport at the levels contemplated in the Airport Consultant Report. As shown in the Airport Consultant Report, the rates to be paid by a Signatory Airline under the New AUA are expected to be significantly higher than current levels. See “AIRPORT USE AGREEMENTS,” “ – Regulation of Rates and Charges,” “ – Initiatives and

Referenda,” APPENDIX D-1: “SUMMARY OF CERTAIN PROVISIONS OF THE EXISTING AUA,” and APPENDIX D-2: “SUMMARY OF CERTAIN PROVISIONS OF NEW AUA.”

Certain Factors Affecting the Terminal Relocation Project

Any large construction project, such as the Terminal Relocation Project is subject to increased costs, delays and related risks, the occurrence of any of which could have a material adverse effect on the Terminal Relocation Project. In a project of this magnitude, there is a significant possibility of cost increases, delays and other adverse effects resulting from, among other things, (i) design, engineering, or construction problems, and resulting change orders; (ii) environmental conditions or compliance with hazardous material laws; (iii) utility relocation problems; (iv) labor or significant material price increases, shortages, interruptions, disputes or stoppages, including those resulting from global supply chain issues due to a pandemic or conflict; (v) permitting and governmental approval issues, including the inability to obtain or renew necessary permits; (vi) extraordinary inclement or severe weather conditions; (vii) occurrence of a casualty, or damage or destruction of completed or partially completed work; (viii) changes in laws; (ix) variable cost of contract allowances, and (x) other force majeure events. As a result, the Authority may encounter unanticipated difficulties, and the construction and development of the Terminal Relocation Project may be more costly or time-consuming than the Authority anticipates. While the Authority and the Design-Builder have established a GMP for the Terminal Relocation Project, contracts that are described as “fixed price,” “lump sum,” “guaranteed maximum price,” or “flat fee” are not guaranteed to be free from cost increases resulting from the conditions described above or for other reasons. Also see discussion under “– Aviation Security” regarding cooperation with the TSA for the timely installation of passenger and baggage security equipment for the Replacement Passenger Terminal.

The Authority may use change orders to address the conditions described above or other changes to the Terminal Relocation Project’s scope, but the use of change orders does not guarantee prices remain fixed or delays do not occur. For instance, the Design-Build Agreement does not allow a party to unilaterally make changes to the scope of work under such agreement, and if the Design-Builder or the Authority, as applicable, believes that a change in scope is necessary, the Design-Builder or the Authority, as applicable, must, under some circumstances, obtain the relevant party’s consent to change the scope. Obtaining consent could be difficult or require additional costs or cause delays in constructing the Terminal Relocation Project. See “TERMINAL RELOCATION PROJECT – Project Management; Progressive Design-Build Project Delivery” for a description of excusable and compensable delays under the Design-Build Agreement. Any schedule delays or cost increases could result in the need to issue additional Obligations, which may result in increased costs per enplaned passengers to the airlines. No assurance can be given that the Authority would receive the required Signatory Airline approvals, or that, absent such approvals, an alternative source of funding would be available.

As of March 2026, the Replacement Passenger Terminal was about 75% complete. The Authority’s budget for the Terminal Relocation Project includes a \$50 million Authority Contingency to cover contingencies including potential costs associated with the conditions described above. The Authority Contingency is not included in the GMP. The Authority currently assumes that the Authority Contingency will be fully expended by project completion.

The Authority currently expects to obtain a Temporary Certificate of Occupancy for the Replacement Passenger Terminal by July 2026, in sufficient time for the October 13, 2026 target opening date. The Replacement Passenger Terminal is permitted to open and operate under a Temporary Certificate of Occupancy. The Authority plans to diligently work toward obtaining the final Certificate of Occupancy, but there is no deadline. While the Authority does not anticipate material delays in obtaining the Temporary Certificate of Occupancy or the final Certificate of Occupancy, factors outside of the Authority’s control (including but not limited to the staffing or resource limitations of an issuing agency) could ultimately affect the timing and costs. Changes to federal, state and local governmental requirements, which are also outside of the Authority’s control, could increase the Authority’s costs and, if significant, could materially impact the operations and financial condition of the Airport.

The Design-Build Agreement contains provisions for the payment of liquidated damages by the Design-Builder to the Authority in connection with certain delays. There can be no assurance that any such liquidated damages payments would be sufficient to fully compensate the Authority for such delays. Further, there can be no assurance that the Design-Builder will have the financial resources available to pay the entire amount of liquidated damages if it is required to do so.

Due to the complex and interconnected nature of the relationships between the members of the joint venture comprising the Design-Builder and any other subcontractors, disputes between two or more of these parties often result in the involvement of one or more of the remaining parties. If a default occurs or conflict arises under the prime contracts or any subcontract, it may be further complicated by the lack of consistent hierarchy and dispute resolution language in the construction and equipment procurement contracts as to which forum and choice of law govern such disputes and whether related claims may be consolidated. There can be no assurances that no party will commence a dispute or that, should one arise, it will be resolved quickly or efficiently, which could delay or halt construction of the Terminal Relocation Project.

BWP Electrical Services Agreement

The Authority and Burbank, acting through BWP, have entered into the BWP Electrical Services Agreement for the installation of certain infrastructure to support the additional electric power needed for the Terminal Relocation Project and the full operation of the Airport after the Replacement Passenger Terminal opens. See “TERMINAL RELOCATION PROJECT – BWP Electrical Services Agreement.” Pursuant to the BWP Electrical Services Agreement, Burbank is constructing a 40 MVA Substation, anticipated to be in service in 2029. The Authority’s obligation under the BWP Electrical Services Agreement, together with certain costs related to additional work for the Substation project, are currently estimated to total approximately \$70 million.

As discussed above under “Certain Factors Affecting the Terminal Relocation Project,” there are numerous risks associated with any large infrastructure project, the occurrence which could result in cost increases, delays and other adverse effects. The Substation will be constructed, operated and maintained by Burbank. If the actual construction cost for the Substation and other related facilities pursuant the BWP Electrical Services Agreement exceed the estimate, the Authority will be obligated to make true-up payments. No guarantee can be made regarding the need for any true-up payment, or the ultimate dollar amounts of such payments.

There are also a variety of potential circumstances beyond the Authority’s control that may cause the completion of the Substation to be delayed. Pursuant to the BWP Electrical Services Agreement, Burbank has installed facilities that are expected to provide sufficient power for the completion of the Terminal Relocation Project and the full operation of the Airport until the Substation is brought into service.

Certain Factors Affecting the Airline Industry and Air Travel

Uncertainties of the Airline Industry. The airline industry is highly cyclical and is characterized by intense competition, high operating and capital costs and varying demand. Passenger and cargo volumes are highly sensitive to general and localized economic trends, and passenger traffic varies substantially with seasonal travel patterns. The profitability of the airline industry can fluctuate dramatically from quarter to quarter and from year to year. The ability of the Authority to derive revenues from its operations depends largely upon the financial health of the airlines serving the Airport and the airline industry as a whole. The financial results of the airline industry are subject to substantial volatility, and at times, many carriers have had overlapping, extended periods of unprofitability. Airlines may file for bankruptcy protection. For example, Spirit Airlines filed for bankruptcy protection in November 2024. Certain events, such as global health events or terrorist activity have resulted in substantial financial challenges for airlines serving the Airport, including substantial financial losses and reductions in airline workforces. While the Airport has seen passenger traffic return after or grow through airline bankruptcies and consolidations and other events affecting the airline industry, the effects of any future events cannot be predicted with certainty.

Market conditions may limit an airline’s access to additional financing if their existing sources of funds, including any funds provided by the U.S. Department of Transportation, are exhausted. Certain factors (such as business conditions within the airline industry, the effects of an economic downturn and high aviation fuel costs) can adversely affect the ability of the airlines that serve the Airport, including the Signatory Airlines, to meet their financial obligations to the Authority. These conditions could, in the future, result in additional airline bankruptcies, elimination or reduction of service at the Airport by certain airlines, in increased airline concentration at the Airport or other restructuring of the airline industry. Although the Existing AUAs and the New AUAs permit the Authority to adjust rental rates and landing fees to take into account amounts that go unpaid by a defaulting airline, no assurance can be given that the non-defaulting airlines will continue to serve the Airport and to pay the higher rates and fees. The Existing AUAs and the New AUAs permit the Signatory Airlines to terminate their respective agreements in

accordance with certain conditions. See APPENDIX D-1: “SUMMARY OF CERTAIN PROVISIONS OF EXISTING AUA,” and APPENDIX D-2: “SUMMARY OF CERTAIN PROVISIONS OF NEW AUA.”

Cost of Aviation Fuel. Airline earnings are significantly affected by the price of aviation fuel. Historically, aviation fuel prices have been particularly sensitive to worldwide political instability.

Fuel prices continue to be subject to, among other factors, political unrest in various parts of the world, Organization of Petroleum Exporting Countries policy, increased demand for fuel caused by growth of economies such as China and India, the levels of fuel inventory maintained by certain industries, reserve levels maintained by governments, currency fluctuations, disruptions to production and refining facilities and the weather. Significant increases in the cost of aviation fuel have had an adverse impact on airline industry profitability and are expected to have a continued impact on the airline industry. Such adverse impacts could, or have already caused, certain airlines to reduce capacity, fleet and personnel as well as increase airfares and implement various surcharges upon its passengers, all of which may negatively affect the demand for air travel and passenger activity at the Airport.

Labor Shortages. The airlines have been faced with labor shortages, including a shortage of pilots, flight attendants and other staff that have resulted in some cases have resulted in reduced flight schedules and cancelled flights. The aviation industry may experience a more enduring shortage, or may face additional shortages in the future.

Limitations of the National Air Traffic Control System. Demands on the national air traffic control system have, in the past, caused delays and operational restrictions affecting airline schedules and passenger traffic in the United States. A shortage of air traffic controllers impacts operations at any airport. At the Airport, air traffic operations can be run remotely by the terminal radar approach control facility located in San Diego (“SoCal TRACON”). For six hours on October 6, 2025 during a recent federal government shut-down (October 1, 2025 to November 12, 2025), SoCal TRACON handled the take-off and departures at the Airport entirely when there was no air traffic controller at the Airport’s FAA Tower. The reduced number of air traffic controllers during the federal government shut-down caused flight delays and cancellations at multiple airports.

Airline Mergers; Consolidation. The airline industry continues to evolve as a result of competition and changing demand patterns and it is possible the airlines serving the Airport could consolidate operations through acquisition, merger, alliances and code share sales strategies. Historic mergers, as well as future mergers, could change airline service patterns at the Airport, including a possible reduction in service at the Airport. The Authority cannot predict what impact, if any, such consolidations will have on airline traffic at the Airport.

Competition

Other Regional Airports. The Airport’s air trade area is served by a number of other airports. Operations at these airports may impact passenger activity at the Airport. Other airports in the Airport’s air trade area may not be subject to the same operating restrictions as the Airport, and activities at these other airports may affect demand at the Airport. For example, the other airports in the air trade area may be able to increase flight operations or use larger aircraft than those permitted to be used at the Airport, and such changes could affect passenger demand at the Airport. There are also two busy general aviation airports in close proximity to the Airport: Van Nuys Airport, located approximately seven miles from the Airport, and Whiteman Airport, located approximately four miles from the Airport.

The Airport may continue to experience increases in its operating costs due to compliance with federally-mandated and other security and operating changes. Such increased costs, combined with reductions in enplaned passengers at the Airport, may increase costs per enplaned passenger to the airlines, which could put the Airport at a competitive disadvantage relative to other regional airports and transportation modes.

California High Speed Rail. The California High-Speed Rail Authority, or CHSRA, is in the process of planning and constructing a high-speed train service linking Southern California, the Sacramento San Joaquin Valley and the San Francisco Bay Area. The project is currently facing funding and other challenges. Once the high-speed system is in service, the Airport could experience reductions in passenger traffic as a result. The Authority is unable to predict when or whether a high-speed rail system will be completed, what areas of the State it will serve, or the

effect that any such high-speed rail system would have on passenger traffic at and revenues of the Airport. As discussed under “TERMINAL RELOCATION PROJECT – California High-Speed Rail Authority Settlement,” pursuant to CHSRA’s current plan, the overall high-speed rail project will include a 14-mile segment between the Airport to Los Angeles Union Station, with stops at both locations.

Travel Alternatives. Advancements in technology with teleconferences, video-conferences and web-based meetings have provided satisfactory alternatives to face-to-face business meetings. Such alternatives, in certain cases, have reduced and may continue to reduce the demand for air travel.

Economic Conditions of Air Trade Area

Generally, at origination and destination airports such as the Airport, air traffic is significantly dependent upon the economy of the airport trade area. Although the Airport’s two-county air trade area is large and has a relatively diversified socioeconomic base, the economy in the air trade area depends in significant part upon the financial strength and stability of the industries within the air trade area and upon the success of major employers in the air trade area. Reduced demand for air travel in and out of the air trade area could result in fewer airlines serving the Airport and lower levels of passenger activity at the Airport.

There can be no assurances that the continuing and evolving implementation of tariffs and other federal policies and actions (including immigration policies and related enforcement activities) will not materially adversely impact state, national or world economic conditions and/or air traffic, and passenger activity.

Effects of Airline Bankruptcy

A bankruptcy by an airline operating at the Airport could result in delays or reductions in payments on, or other losses with respect to, the 2026 Bonds, and an increase in the costs of operation to the other airlines operating at the Airport. The Existing AUAs and the New AUAs (the latter in particular under the residual rate-setting method, see “AIRPORT USE AGREEMENTS – New AUA”) permit the Authority to adjust rental rates and landing fees to take into account amounts that go unpaid by a defaulting airline. However, if the defaulted amount is sufficiently significant, the higher rates and fees may negatively affect the timely collection of revenues or the willingness of a Non-Signatory Airline (which operates under month-to-month Operating Permit) to continue to serve the Airport, and the willingness of a Signatory Airline to continue under its AUA (subject to the termination provisions of the AUA, see APPENDIX D-1: “SUMMARY OF CERTAIN PROVISIONS OF EXISTING AUA,” and APPENDIX D-2: “SUMMARY OF CERTAIN PROVISIONS OF NEW AUA”) or to renew its AUA at the end of the AUA’s term, and impact payments on the 2026 Bonds. Also see “– Regulation of Rates and Charges,” and “– Initiatives and Referenda.”

In the event of an airline bankruptcy, the automatic stay provisions of the United States Bankruptcy Code (the “Bankruptcy Code”) could prevent (unless approval of the bankruptcy court was obtained) any action to collect any amount owing by the airline to the Authority, any action to remove the airline from possession of any premises or other space, any action to terminate any agreement with the airline, or any action to enforce any obligation of the airline to the Authority. With the authorization of the bankruptcy court, the airline may be able to reject some or all of its agreements with the Authority, including the Existing AUAs, the New AUAs, or other lease, operating, or other agreements, and stop performing its obligations (including payment obligations) under such agreements. Such a rejection could also excuse the other parties to such agreements from performing any of their obligations. The airline may be able, without the consent and over the objection of the Authority, the Trustee, and the holders of the 2026 Bonds, to alter the terms, including the payment terms, of its agreements with the Authority, as long as the bankruptcy court determines that the alterations are fair and equitable. In addition, with the authorization of the bankruptcy court, the airline may be able to assign any of its agreements with the Authority to another entity, despite any contractual provisions prohibiting such an assignment. The Trustee and the holders of the 2026 Bonds may be required to return to the airline as preferential transfers any money that was used to make payments on the 2026 Bonds and that was received by the Authority or the Trustee from the airline during the 90 days (or in some cases one year) immediately preceding the filing of the bankruptcy petition. Claims by the Authority under any lease, or any agreement that is determined to be a lease, with the airline may be subject to limitations.

There may be delays in payments on the 2026 Bonds while the court considers any of these issues. There may be other possible effects from a bankruptcy filing by an airline that could result in delays or reductions in

payments on, or other losses with respect to, the 2026 Bonds. Under the New AUA, the Authority may accumulate, and maintain in a Special Fund, the dollar amount necessary for the Authority to operate the Airport for 540 days to safeguard against extraordinary events (such as that caused by the COVID-19 pandemic), and such money may be used to ameliorate the interim effect of a cash flow interruption such as one caused by an airline's bankruptcy. see "AIRPORT USE AGREEMENTS – New AUA." Nonetheless, regardless of any specific adverse determinations by a court in an airline bankruptcy proceeding, an airline bankruptcy proceeding itself, if significant, could have an adverse effect on the liquidity and value of the 2026 Bonds.

Effects of Bankruptcy of Tenant, Concessionaire, or other Contracting Party

A bankruptcy by a significant tenant, concessionaire or other contracting party could result in delays or reductions in payments on, or other losses with respect to, the 2026 Bonds. The Existing AUAs and the New AUAs (the latter in particular under the residual rate-setting method, see "AIRPORT USE AGREEMENTS – New AUA") permit the Authority to adjust rental rates and landing fees to take into account drops in revenues stemming from the bankruptcy of or other default by a non-airline tenant, concessionaire or other contract counterparty. However, if the drop in revenues is sufficiently significant, it may negatively impact the timely collection of revenues and impact payments on the 2026 Bonds, for reasons similar to those discussed above with respect to airline bankruptcies. Regardless of any specific adverse determinations by a court in a bankruptcy proceeding of a significant tenant, concessionaire, or other contract counterparty, a bankruptcy proceeding itself could have an adverse effect on the liquidity and value of the 2026 Bonds.

Effects of Bankruptcy of Program Manager or Design-Builder

A bankruptcy of the Program Manager or the Design-Builder may result in delays to the Terminal Relocation Project or material increased costs to complete the Terminal Relocation Project for reasons similar to those discussed above with respect to airline bankruptcies. This risk of bankruptcy would be heightened in connection with another global health emergency or other event that resulted in a significant inflation, disruption of supply chains or construction activity in the sectors in which the Program Manager or the Design-Builder operates. In the event of a bankruptcy by the Program Manager or Design-Builder, the Authority may not be able to enter into a replacement agreement with a different contract on similar terms to the existing agreements. Regardless of any specific adverse determinations by a court in a bankruptcy proceeding of the Program Manager or the Design-Builder, a bankruptcy proceeding itself could have an adverse effect on the liquidity and value of the 2026 Bonds.

Effect of Authority Bankruptcy

The Authority may be able to file for bankruptcy under Chapter 9 of the Bankruptcy Code. An involuntary bankruptcy petition cannot be filed against the Authority. A bankruptcy of the Authority could result in delays or reductions in payments on, or other losses with respect to, the 2026 Bonds.

Should the Authority become the debtor in a bankruptcy case, the holders of the 2026 Bonds will not have a lien on Net Revenues received by the Authority or the Trustee after the commencement of the bankruptcy case unless such revenues constitute "special revenues" within the meaning of the Bankruptcy Code. "Special revenues" are defined to include receipts from the ownership, operation, or disposition of projects or systems that are primarily used to provide transportation services, as well as other revenues or receipts derived from particular functions of the debtor. While the Authority intends that the Net Revenues should be treated as special revenues, no assurance can be given that a court would not find otherwise. In a case arising from the insolvency proceedings of Puerto Rico, the United States Court of Appeals for the First Circuit concluded that while a debtor has the right to voluntarily apply special revenues to the payment of debt service during the pendency of a bankruptcy case, the debtor is not obligated to do so, even though the special revenues are subject to the lien of the bond documents.

If some or all of the Net Revenues are determined to not be "special revenues," then any such amounts collected after the commencement of the bankruptcy case may not be subject to the lien of the Indenture. The holders of the 2026 Bonds may not be able to assert a claim against any property of the Authority other than the Net Revenues, and if any or all of the Net Revenues no longer secure the 2026 Bonds, then there may be limited, if any, funds from which the holders of the 2026 Bonds are entitled to be paid.

The Bankruptcy Code provides that special revenues can be applied to necessary operating expenses of the project or system, before they are applied to other obligations. This rule applies regardless of the provisions of the transaction documents. Thus, the Authority may be able to use Net Revenues to pay necessary operating expenses of the Airport (even if those expenses are broader than the defined term Operating Expenses under the Indenture) before making payments on the 2026 Bonds, notwithstanding the provisions of the Indenture. It is not clear precisely which expenses would constitute necessary operating expenses and the definitions in the transaction documents may not be controlling.

If the Authority is in bankruptcy, the Trustee and the holders of the 2026 Bonds may be prohibited from taking any action to collect any amount from the Authority or to enforce any obligation of the Authority, unless the permission of the bankruptcy court is obtained. In particular, the Trustee may be prevented from foreclosing on any collateral (including the Trust Estate) that belongs to the Authority. The Trustee may also be prevented from exercising any of the rights of the Authority that have been assigned to the Trustee. These restrictions may also prevent the Trustee from making payments to the holders of 2026 Bonds from funds in the Trustee's possession during the pendency of the bankruptcy proceedings. The Rate Covenant contained in the Indenture may be unenforceable in bankruptcy.

The Authority is permitted to hold Net Revenues for up to one month before transferring any Net Revenues to the Trustee as required by the Indenture. If the Authority goes into bankruptcy, the Authority may not be required to turn over to the Trustee any Net Revenues that are in its possession at the time of the bankruptcy filing. If the Authority has possession of Net Revenues (whether collected before or after commencement of the bankruptcy) and if the Authority does not voluntarily turn over such Net Revenues to the Trustee, it is not entirely clear what procedures the Trustee and the holders of the 2026 Bonds would have to follow to attempt to obtain possession of such Net Revenues, how much time it would take for such procedures to be completed, or whether such procedures would ultimately be successful. Under such circumstances, there may be delays or reductions in payments on the 2026 Bonds. The United States Court of Appeals for the First Circuit, in another case involving the insolvency proceedings of Puerto Rico, concluded that a bankruptcy court does not have the power to order a debtor to comply with state law.

If the Authority is in bankruptcy, it may be able to reject the Airport Management Services Agreement with the Airport Manager, and enter into an agreement with a new manager, regardless of any restrictions in the Airport Management Services Agreement. The Authority may also be able to reject any other agreement it has entered into. A rejection of any of such agreement would excuse the Authority from performing any of its obligations (including payment obligations) under such agreement. Such a rejection could also excuse the other parties to such agreement from performing any of their obligations.

The Authority may be able to borrow additional money that is secured by a lien on any of its property (including the Net Revenues), which lien could have priority senior to the lien of the Indenture, as long as the bankruptcy court determines that the rights of the holders of the 2026 Bonds will be adequately protected. The Authority may be able to cause some of the Net Revenues to be released to it, free and clear of the lien of the Indenture, as long as the bankruptcy court determines that the rights of the holders of the 2026 Bonds will be adequately protected.

The Authority may be able, without the consent and over the objection of the holders of the 2026 Bonds, to alter the priority, interest rate, principal amount, payment terms, collateral, maturity dates, payment sources, covenants (including tax-related covenants), and other terms or provisions of the Indenture and the 2026 Bonds, as long as the bankruptcy court determines that the alterations are fair and equitable.

There may be delays in payments on the 2026 Bonds while the court considers any of these issues. There may be other possible effects of a bankruptcy of the Authority that could result in delays or reductions in payments on, or other losses with respect to, the 2026 Bonds. Regardless of any specific adverse determinations in a bankruptcy proceeding of the Authority, the fact of an Authority bankruptcy proceeding could have an adverse effect on the liquidity and value of the 2026 Bonds.

Bankruptcy of the Airport Manager

The day-to-day planning, management, operation and maintenance of the Airport is provided by the Airport Manager. If the Airport Manager were to go into bankruptcy or become insolvent, it may stop performing its functions as Airport Manager of the Airport, and it may be difficult to find a third party to act as successor Airport Manager.

Alternatively, while in bankruptcy, the Airport Manager may take the position that unless the amount of its compensation is increased or the terms of its obligations are otherwise altered, it will stop performing its functions as Airport Manager. If it would be difficult to find a third party to act as Airport Manager, the Authority, as a practical matter, may have no choice but to agree to the demands of the Airport Manager. The Airport Manager may also have the power, with the approval of the court, to assign its rights and obligations as Airport Manager to a third party without the consent, and even over the objection, of the Authority, and without complying with the requirements of the applicable documents.

If the Airport Manager is in bankruptcy or is insolvent, then the Authority may be prohibited from taking any action to enforce any obligations of the Airport Manager under the applicable documents or to collect any amount owing by the Airport Manager under the applicable documents, unless the permission of the court is obtained.

If the Airport Manager is in bankruptcy or is insolvent, then, despite the terms of the documents, the Authority may be prohibited from terminating the Airport Manager and appointing a successor Airport Manager.

The Trustee and the holders of the 2026 Bonds may not have a perfected or priority interest in any Net Revenues that are in the Airport Manager's possession at the time of the commencement of the bankruptcy or insolvency proceeding. The Airport Manager may not be required to remit to the Authority or the Trustee any Net Revenues that are in its possession at the time it goes into a bankruptcy or insolvency proceeding. To the extent that the Airport Manager has commingled Net Revenues with its own funds, the holders of the 2026 Bonds may be required to return to the Airport Manager as preferential transfers payments received on the 2026 Bonds that are traceable to funds received from the Airport Manager.

There may be delays in payments on the 2026 Bonds while the court considers any of these issues. There may be other possible effects of a bankruptcy or insolvency of the Airport Manager that could result in delays or reductions in payments on the 2026 Bonds or in other losses to the holders of the 2026 Bonds. Regardless of any specific adverse determinations in an Airport Manager bankruptcy or insolvency proceeding, the fact of an Airport Manager bankruptcy or insolvency proceeding could have an adverse effect on the liquidity and value of the 2026 Bonds.

Investment Losses

While it is holding Net Revenues, the Authority may invest the Net Revenues in Permitted Investments. Should those investments suffer any losses, the Authority may have insufficient funds to make payments on the 2026 Bonds.

Credit Risk of Financial Institutions Providing Credit Enhancement and Other Financial Products Relating to Airport Bonds

The Authority has obtained letters of credit from commercial banks relating to its outstanding Commercial Paper Notes, and may obtain other forms of credit enhancement related to the Obligations secured by the Indenture from a variety of financial institutions. During and following the U.S. recession in 2007-2009 each of the Rating Agencies downgraded the claims paying ability and financial strength ratings of most of the nation's monoline bond insurance companies and many commercial banks and other financial institutions, though many of the institutions have subsequently been upgraded. The Rating Agencies could announce downgrades of these entities in the future. Such adverse ratings developments with respect to credit providers could have an adverse effect on the Authority, including significant increases in its debt service costs.

Availability of Pledged Customer Facility Charges

The Third Supplemental Indenture pledged, as Available Revenues, the Pledged Customer Facility Charges to the payment of debt service on the 2012 Bonds. Only Customer Facility Charges received in each Fiscal Year up to the scheduled debt service on the 2012 Bonds accruing in such Fiscal Year, are Pledged Customer Facility Charges to be applied to the payment of debt service on the 2012 Bonds. Although Pledged Customer Facility Charges are not available to pay debt service on the 2026 Bonds, a reduction in Pledged Customer Facility Charges would require debt

service on the 2012 Bonds to be paid by Revenues, which are available to pay debt service on the 2026 Bonds. The availability of Customer Facility Charges will vary depending on the number of car rentals subject to Customer Facility Charges. No assurance can be given on the amount of total Customer Facility Charges that will be realized or the amount of Customer Facility Charges that will be applied to the payment of debt service on the Bonds. Further, no assurance can be given that there will not be any changes in law that will affect the amount of total Customer Facility Charges that will be realized. The amount of total Customer Facility Charges is reasonably expected to correlate with the level of deplaned passengers at the Airport, which the Authority also cannot predict as discussed above in “–Airline Activity at the Airport.”

Risks Related to the Authority’s Capital Projects

The Authority’s current capital improvement plan includes spending on capital projects in addition to the Terminal Relocation Project in the coming years. The Authority currently does not plan to incur any additional debt obligations for these other capital projects. The Airport Consultant Report also assumes that no Senior Obligations (other than the 2024 Bonds, the 2026 Bonds and the Commercial Paper Notes issued to finance the Terminal Relocation Project) will be incurred through FY 2032. However, current plans may change depending on passenger and cargo demand, the availability of other funding sources, the timing of capital expenditures and market conditions. It is also possible that the Authority may undertake additional capital projects that are not presently included in its capital improvement plan, and the Authority may in the future undertake other major capital projects following the completion of the current capital improvement plan. Other capital needs that are not presently known may arise, and the costs of now known and future capital needs could increase significantly between the times that they are identified and when they are addressed. The incurrence of a significant amount of additional Obligations for capital projects will result in higher debt service costs, which will increase landing fees and terminal rents at the Airport, thereby increasing the costs borne by the airlines serving the Airport, which in turn could make the Airport comparatively less competitive.

Although the Authority uses a variety of strategies to mitigate risk associated with the implementation of its capital projects, project development could be delayed, and the cost of completing capital projects could be higher than expected due to various factors that are outside of the control of the Authority, including but not limited to economic conditions; pandemics; natural or manmade disasters; events such as the September 11, 2001 terrorist attacks; new or ongoing military hostilities; unexpected issues with integration into existing facilities; the inability to obtain, or delays in obtaining, regulatory approvals; the inability to comply with the conditions of regulatory approvals; changes in laws or regulations; inability to obtain, or delays in obtaining, federal approvals or federal funding; labor, bidding and contracting requirements; delays caused by the airline review process; weather; litigation; tariffs; cost overruns; casualty; strikes; unanticipated engineering, environmental or geological problems; shortages or increased costs of materials or labor; and financial difficulties of contractors. In addition, it is possible that funding sources such as federal grants may not be available as expected. If costs are higher than projected or funds are not available to finance the projects or portions thereof, the Authority may have to delay or cancel projects and/or incur additional debt.

Certain projects at the Airport, including the Terminal Relocation Project, are assumed to be funded from a variety of different sources. Certain projects at the Airport, including the Terminal Relocation Project are funded in part with federal grants, but the Authority cannot guarantee that such funds will be available or will be received in a timely manner. In some cases, moneys from grant awards are remitted to the Authority on a reimbursement basis, after the Authority has paid the costs of a project and the Authority’s use of such money would generally be subject to audit. These projects are also assumed to be funded in part from PFCs, but PFCs may not be available in the amounts and at the times currently forecasted if additional FAA approvals are not obtained or if there are fewer enplaned passengers than project. Additionally, market conditions, the status of operations at the Authority or other factors could adversely affect the ability of the Authority to issue Commercial Paper Notes or other debt obligations to finance a portion of the costs of the Terminal Relocation Project or other capital projects at the Airport. The availability of Commercial Paper Note proceeds could also be reduced or eliminated if the letters of credit supporting such Commercial Paper Notes are terminated or expire and are not replaced.

Federal Funding

The Authority receives certain federal funds including from the AIP. The AIP provides federal capital grants to support airport infrastructure, including entitlement grants (determined by formulas based on passenger, cargo and general aviation activity levels) and discretionary grants (allocated on the basis of specific set-asides and the national priority ranking system). Additionally, certain operations at Airport are supported by federal agencies including, flight traffic controllers, FAA, TSA, FBI and Customs and Border Security, among others. Federal agencies also have regulatory and review authority over, among other things, certain Airport operations, construction at the Airport and the airlines operating at the Airport.

From time to time, the federal government has, and may in the future, come to an impasse regarding, among other things, reauthorization of the FAA (which has historically included funding for AIP) and other federal appropriations and spending.

Failure to adopt such legislation may have a material, adverse impact on, among other things: (i) federal funding received by the Authority, including under the AIP; (ii) federal agency budgets, hiring, furloughs, operations and availability of federal employees to support certain operations at the Airport, provide regulatory and other oversight and review and provide required approvals, in each case at the Airport and over the airlines serving the Airport; and (iii) flight schedules, consumer confidence, operational efficiency at the Airport and in the air transportation system generally. In addition, the anticipated federal spending could be affected by, among other things, automatic across-the-board spending cuts, known as sequestration.

In addition, the federal government has recently issued a series of executive orders, and the Office of Management and Budget has issued guidance, that suspend or limit federal government funding to state and local entities. Certain of these actions have been the subject of judicial challenges. The Authority cannot predict the outcome of future federal administrative actions, legislation or budget deliberations and the impact that such budgets will have on federal funding to the Authority, or federal funding in support of the airport traffic system.

There can be no assurance that the Congress will enact and the President will sign federal appropriation legislation or future FAA reauthorization which may require the Authority to fund capital expenditures forecast to come from such federal funds and from other sources (including operating revenues, Additional Senior Bonds or Additional Subordinate Bonds), result in decreases to the Authority's funding for the Project or extend the timing for completion of certain projects, including the Terminal Relocation Project, and the Authority is also unable to predict the future impact of any federal spending cuts or appropriation impasses on airline traffic at the Airport or the Authority's revenues.

In the future, the Authority may be required to undertake additional capital projects to comply with regulatory requirements or to preserve the overall viability of the Airport. If, for any reason, the Authority is unable to undertake critical capital projects, then the condition of Airport facilities may decline, which can affect customer experience, airline satisfaction, and operational efficiency and effectiveness.

Operations at the Airport

Airline Activity. The Authority derives a substantial portion of its operating revenues from landing fees, facility rent and concession fees. The financial strength and stability of the airlines using the Airport, together with numerous other factors, most notably demand for airline services by passengers, influence the level of aviation activity at the Airport. In addition, individual airline decisions regarding level of service, particularly flight activity and aircraft size, can be expected to affect passenger activity at the Airport, as well as be affected by passenger activity at the Airport. The level of passenger activity at the Airport is reasonably expected to impact the level of other sources of revenue for the Airport, such as parking revenues, concession fees, Passenger Facility Charges and Customer Facility Charges.

Concerns about the safety of airline travel and the effectiveness of security precautions may influence, and in some instances have influenced, passenger travel behavior and air travel demand. Accidents involving commercial

passenger aircraft and additional safety incidents could occur at any time, and the Airport cannot predict the impact of the events described in this paragraph or future events on passenger travel.

The Authority cannot predict the duration or extent of reductions and disruptions in air travel or the extent of any adverse impact on Revenues, Passenger Facility Charge collections, Customer Facility Charge collections, passenger activity, general Airport operations or the financial condition of the Airport which may result from the financial difficulties of airlines serving the Airport. No assurances can be given that any of the airlines currently serving the Airport will continue operations at the Airport or maintain their current level of operations at the Airport. If one or more of these airlines discontinues operations at the Airport, its current level of activity may not be replaced by other carriers. The Authority, however, proactively seeks to retain and further develop air service to the Airport. See “FINANCIAL CONDITION OF SIGNATORY AIRLINES” and “AIRPORT OPERATIONS – Airport Traffic.”

Parking Revenues. Parking fees are collected by the Authority and such revenues, including the 12% Burbank parking tax collected and forwarded to Burbank, comprised approximately 42% of total operating revenues for FY 2025. See “SOURCES OF REVENUES – Parking Fees.” The level of passenger activity at the Airport is expected to impact the level of parking revenues. The Authority cannot give any assurance that parking fees will continue to produce the same level of revenue for the Authority in future Fiscal Years.

Other Activities. Although the Signatory Airlines are a significant part of the Airport’s operations and an important source, whether directly or indirectly, of Airport revenues, the Authority also relies on other Airport operations for revenues, including concessionaires and rental car companies. While the Signatory Airlines, as mentioned above in “AIRPORT USE AGREEMENTS,” are responsible for Airport expenses under the rental, common use fee and landing fee adjustment method, the Authority relies on other operations at the Airport, including parking, tenant payments from tenants other than Signatory Airlines, and concession income, to provide the majority of its revenues. The Authority cannot give any assurances that these operations will continue at the Airport at current levels or produce the same level of revenue for the Authority.

Certain Factors Particular to the Airport

Proximity of Passenger Terminal to Runway. The FAA has opined that the Airport is not in compliance with current design safety standards concerning the distance between the Existing Terminal Building and the runway. The Authority is undertaking the Terminal Relocation Project to remedy compliance with current FAA design safety standards. See “TERMINAL RELOCATION PROJECT.”

Concentration of Southwest Airlines. Southwest Airlines is the dominant airline serving the Airport, accounting for approximately 55.5% of total passengers at the Airport in FY 2025. See “AIRPORT OPERATIONS.” No assurances can be given that Southwest will continue to provide service at the Airport at the current level or what effect any reduction in service at the Airport by Southwest would have on the operations or financial condition of the Airport. As reported in APPENDIX A: “AIRPORT CONSULTANT REPORT – 5.3.1 Enplaned Passenger Activity,” in FY 2026, Southwest discontinued certain flight routes that were launched in FY 2024 and adjusted certain other routes from year-round to seasonal service. Nonetheless, it is currently expected that, as of the opening of the Replacement Passenger Terminal, Southwest will continue to represent the largest share of the Airport’s commercial flight activities.

Restrictions on Airport Facilities and Operations. There are restrictions on the Authority’s ability to expand and develop facilities at the Airport. The length of the two runways and the noise contour of the Airport are limited by California statute. The Authority and Burbank have executed the Development Agreement, as ratified by voters of Burbank through Measure B. The Development Agreement limits the number of gates at the Replacement Passenger Terminal, the square footage of the Replacement Passenger Terminal and the number of public parking spaces for the Terminal Relocation Project. See “TERMINAL RELOCATION PROJECT – Burbank Voter Approval of Measure B.” In addition to the constraints resulting from the limited facilities, there are direct restrictions on Airport operations, primarily relating to noise abatement. See “ENVIRONMENTAL MATTERS AFFECTING AIRPORT OPERATIONS.”

These restrictions on Airport facilities and operations limit the number of passengers and flights which the Airport can accommodate which, in turn, limit the amount of Revenues and Available Revenues the Authority receives.

EPA Claim. The Authority has been named as a Potentially Responsible Party by the EPA in connection with a claim regarding environmental contamination in the North Hollywood Operable Unit. The Authority has entered into a written settlement agreement with Lockheed in which Lockheed agreed to defend and indemnify the Authority with respect to the EPA claim for the North Hollywood Operable Unit. The settlement agreement, however, provides for certain exclusions from the scope of the indemnified matters and the Authority cannot give any assurances that Lockheed might not assert one or more of these exclusions to avoid indemnification as to some or all of the EPA claim, that the Authority may not otherwise be adversely affected by the EPA claim or other EPA actions, or that Lockheed will otherwise perform its obligations under such settlement agreement. See “ENVIRONMENTAL MATTERS AFFECTING AIRPORT OPERATIONS – Regulated and Hazardous Substances.”

Environmental Contamination. The Authority acquired the initial parcels for the Airport operations from Lockheed in 1978. Since that time, the Authority has acquired additional real property to add to the Airport, principally from Lockheed. The Authority acquired the additional parcels either by purchase or through the exercise of its eminent domain powers. The Authority has received from Lockheed and other sellers of real property various indemnification agreements that appear to provide coverage for costs (including environmental cleanup costs) arising from the seller’s prior ownership or occupancy of the parcel in question. In the event that a hazardous substance release requires cleanup in one of the acquired parcels and it is determined that the indemnification agreement for that parcel is inapplicable or the indemnifying party is unable to pay, then the Authority could be subject to significant clean-up or remediation expenses, absent other potential defenses under applicable law.

Recent NTSB Remarks and FAA Response re Safety of Airport Airspace. On January 27, 2026, during a Q&A session following a hearing on a January 2025 midair collision at Ronald Reagan Washington National Airport, the Chair of the NTSB stated that commercial airlines had contacted her to express concerns about airspace issues at the Airport. Later that day, the FAA Office of Communications issued the following statement outlining the FAA’s work over the previous year to evaluate the airspace between Van Nuys Airport and the Airport, as well as the changes implemented to increase aircraft separation and mitigate potential conflicts:

“The FAA acted immediately to improve safety following the tragic midair collision, both at DCA and around the country. In February 2025, we began using innovative AI tools to identify similar hotspots with high volumes of mixed helicopter and airplane traffic and implement appropriate mitigations. One of our primary focus areas was Van Nuys Airport and nearby Hollywood Burbank Airport in the Los Angeles area. Based on our safety analysis, the FAA lowered the Van Nuys traffic pattern by 200 feet during an evaluation in 2025 to see if that would reduce conflicts with aircraft landing at Burbank. Preliminary data indicated the change resulted in a reduction of Traffic Collision Avoidance System (TCAS) alerts for Burbank and we permanently lowered the Van Nuys traffic pattern effective January 5, 2026.”

Technological Innovations

New technologies and innovative business strategies in established markets are being developed and are likely to be developed in the future. Changes in technology may affect the demand for air travel, impact Revenue or result in the need for additional capital investments or operational adjustments by the Authority. Increased adoption of videoconferencing technologies during the COVID-19 pandemic and increased acceptance of these methods of communicating could reduce the demand for business travel, though the long-term impact of such technologies on the demand for business travel is not known. As another example, transportation network companies (“TNCs”), such as Uber Technologies Inc., Lyft, Inc. and Tickengo, Inc. d/b/a Wingz were increasingly popular in the years prior to the COVID-19 pandemic, resulting in shifts in the relative share of non-airline revenues from various ground transportation activities and operational issues such as increased curbside congestion. The popularity of different forms of ground transportation also has shifted during the pandemic and post-pandemic. While the Authority makes every effort to anticipate changes resulting from new technologies and innovative business strategies and to minimize negative impacts on revenues, if any, there may be times when the Authority’s expectations differ from actual outcomes. In such event, revenues could be lower than expected and additional capital or operating expenses might be incurred.

Seismic and other Natural Disasters or Emergencies

The Airport is located in a seismically active region of California. During the past 150 years, the Los Angeles area, where the Airport is located, experienced several major and numerous minor earthquakes, including an earthquake that measured 6.7 on the Richter Scale on January 17, 1994. According to the website of the California Earthquake Authority, there is a 75% probability of one or more magnitude 7.0 earthquakes striking Southern California (Los Angeles, Ventura and Orange counties). If such an earthquake were to occur, the Airport's facilities could sustain damage, ranging from total destruction to little or no damage at all. Damage could include pavement displacement (which could, in the worst case, necessitate the closing of one or more runways for extended periods of time), distortions of pavement grades, breaks in utilities, damage to drainage and sewage lines, displacement or collapse of buildings and rupture of gas and fuel lines. Furthermore, a major earthquake anywhere in the greater Los Angeles area may cause significant temporary and possibly long-term harm to the economy of one or more region's cities or the entire region, which could in turn have a negative effect on passenger traffic and on Revenues, and such effect could be material. Passenger service may be further constrained in the event of a disaster if the Airport is being used for other purposes, such as to provide emergency supplies.

The central section of the Existing Terminal Building does not meet current California seismic building standards. Although the RITC was designed and constructed using seismic isolation to reduce seismic forces in the structures, and although the Replacement Passenger Terminal is being designed to comply with current California seismic building standards, no assurances can be provided that the RITC, the Replacement Passenger Terminal, or other Airport facilities will not sustain damages in the event of an earthquake. Any damage to facilities or other properties could adversely affect the Authority's revenues. The Authority carries only limited earthquake insurance as described in "THE AIRPORT—Insurance." The Authority is unable to predict when or if another earthquake will occur and what impact it will have on Airport operations.

Furthermore, the Airport could sustain damage as a result of other events, such as terrorist attacks, extreme weather events and other natural occurrences, wildfires, fires and explosions, spills of hazardous substances, strikes and lockouts, sabotage, wars, blockades, and riots.

While the Authority has attempted to address the risk of loss through the purchase of insurance, certain of these events may not be covered. Furthermore, even for events that are covered by insurance, the Authority cannot guarantee that coverage will be sufficient or that insurers will pay claims in a timely manner. From time to time, the Authority may change the types of and limits and deductibles on the insurance coverage that it carries.

Environmental Matters and Climate Change

General. The Authority is required to comply with numerous federal, state and local laws and regulations designed to protect the environment, health and safety, and to inform the public of important environmental issues and potential impacts of Airport activities. The Airport is also directly or indirectly affected by certain laws, regulations and State orders, including, without limitation, air quality regulations and storm water regulations.

The standards for required environmental impact review and for compliance under several state and federal laws and regulations are becoming more rigorous and complex. Permits issued to the Authority under such laws and regulations may be frequently amended, often resulting in more stringent and more costly requirements and uncertainty about the scope of the Authority's future obligations and associated costs.

These types of changes may result in increased compliance costs that, in turn, significantly delay or affect the Authority's efforts to maintain and repair existing infrastructure or to construct additional revenue-generating infrastructure. Additionally, the costs to mitigate environmental impacts, obtain regulatory approvals, and manage potential legal or procedural challenges for such projects may result in substantial increases to total project costs and delays in completing the projects. Air quality regulations that directly or indirectly impact the Airport may result in the Airport being required to, or desiring to, expend funds to assist the Airport's business partners in complying with various regulations.

Costs associated with these compliance and related activities may consume an increasingly significant portion of the Authority's capital and operating budgets, and the Airport may have unanticipated capital or operating expenditures. In addition, for projects with forecasted costs, the Authority cannot provide assurances that the actual cost of the required measures will not exceed the forecasted amount. The Authority also cannot provide assurances that the cost of compliance and related activities required of the Authority and/or its business partners will not negatively affect Airport operations and, therefore, Authority revenues and/or expenses.

Additional environmental laws and regulations may be enacted and adopted in the future that could apply to the Authority, its tenants or its concessionaires, which could result in an adverse impact on projected revenues or expenses. The Authority is not able to predict with certainty what those laws and regulations may be or the impacts to the Airport or its business partners of compliance with such laws and regulations.

Also, certain individuals, organizations and/or regulatory agencies may seek other legal remedies to compel the Authority to take further actions to mitigate perceived or identified environmental impacts and/or health hazards or to seek damages in connection with the potential environmental impacts of the Airport. The Authority has undertaken a number of initiatives over the years to address potential concerns. Nonetheless, there is a risk that, despite the Authority's adopted environmental plans, mitigation programs, and policies, legal action challenging the Authority could ensue. Such legal action could be costly to defend, could result in substantial damage awards against the Authority, and could curtail certain Airport developments or operations.

Climate Change. Projections of the impacts of global climate change on the Airport and its tenants, and on the Airport's operations are complex and depend on many factors that are outside the Authority's control. The various scientific studies that forecast the amount and timing of the adverse impacts of global climate change are based on assumptions contained in such studies, but actual events are proving to be unpredictable and may vary materially. Also, the scientific understanding of climate change and its effects continues to evolve. Accordingly, the Authority is unable to forecast when adverse impacts of climate change will occur. In particular, the Authority cannot predict the timing or precise magnitude of adverse economic effects, including, without limitation, material adverse impacts on the business operations or financial condition of the Authority and the local economy during the term of the 2026 Bonds. While the impacts of climate change may be mitigated by the Authority's past and future investment in adaptation strategies, the Authority can give no assurance about the net effects of those strategies and whether the Airport will be required to take additional adaptive mitigation measures.

Beyond the direct adverse material impact of global climate change itself, present, pending and possible regulations aimed at curbing the effects of climate change may directly or indirectly materially impact the operations or financial condition of the Authority. Of particular importance are regulations pertaining to GHG emissions.

The Authority is unable to predict what additional laws and regulations with respect to GHG emissions or other environmental issues (including but not limited to air, water, hazardous substances and waste regulations) will be adopted, or what effects such laws and regulations will have on the Airport, airlines operating at the Airport, other Airport tenants, or the local economy. The effects, however, could be material.

Cyber and Data Security

The Authority, like many other large public and private entities, relies on a large and complex technology environment to conduct its operations, and faces multiple cybersecurity threats, including but not limited to hacking, phishing, viruses, malware and other attacks on its computing and other digital networks and systems (collectively, "Systems Technology"). Successful cybersecurity breaches could adversely impact the Airport's technology environment, compromise safety and security at the Airport, or cause material disruption to the Airport's finances or operations. As a recipient and provider of personal, private, or sensitive information (collectively, "Data") and as a part of the country's critical infrastructure services, the Airport may be the target of cybersecurity incidents that could result in adverse consequences to the Airport's Systems Technology and Data, requiring a response action to mitigate the consequences.

Cybersecurity incidents could result from unintentional events, or from deliberate attacks by unauthorized entities or individuals attempting to gain access to the Airport's Systems Technology and Data in order to misappropriate assets or information or cause operational disruption and damage. To mitigate the risk of business

operations impact and/or damage from cybersecurity incidents, the Authority maintains multiple forms of cybersecurity and operational safeguards. The Authority maintains a cybersecurity framework supported by policies, procedures, and controls in line with industry best practices and applicable regulations (collectively, the “Cyber Security Program”) to support, maintain, and secure the Airport’s Systems Technology and Data. The objectives of the Cyber Security Program also include managing risk, improving cybersecurity event detection and remediation, and facilitating cyber awareness across all Airport departments.

While Airport cybersecurity and operational safeguards are periodically reviewed and tested, no assurances can be given by the Airport that such measures will ensure against all cybersecurity incidents. Cybersecurity breaches could damage the Airport’s Systems Technology and Data, and cause material disruption to the Authority’s finances or operations. The costs of remedying any such damage or protecting against future incidents could be substantial. Further, cybersecurity incidents could expose the Authority to material litigation and other legal risks, which could cause the Authority to incur material costs related to such legal claims or proceedings.

The Airport also is vulnerable to disruptions caused by third-party technology used to help manage Systems Technology. For example, on July 18, 2024, CrowdStrike (a global cybersecurity service vendor) released an update for Microsoft Windows sensors that caused computers world-wide to crash. The Airport uses CrowdStrike and had to address the issue, as did many entities around the world.

The airlines serving the Airport and other Airport tenants also face cybersecurity threats that could affect their operations and finances. Notwithstanding security measures, information technology and infrastructure at the Airport, any of the airlines serving the Airport or any other tenants at the Airport may be vulnerable to attacks by outside or internal hackers, or breached by employee error, negligence or malfeasance. Any such breach or attack could compromise systems and the information stored therein. Any such disruption or other loss of information could disrupt the operations of the Airport and/or the airlines serving the Airport and the services provided at the Airport, thereby adversely affecting the ability of the Authority to generate revenue.

Regulatory Uncertainties

Development at the Airport is regulated extensively by the State of California and requires a number of reviews and permits. The collection and application of Customer Facility Charges and noise waivers may also be subject to audit. Operations and development at the Airport are also subject to extensive federal oversight. The Authority operates the Airport pursuant to an airport operating certificate issued annually by the FAA after on-site review. In addition to this operating certificate, the Authority is required to obtain other permits and/or authorizations from the FAA and from other regulatory agencies and is bound by contractual agreements included as a condition to receiving grants from the FAA Airport Improvement Program. All long-term planning is subject to the FAA’s approval, outside audits of the Authority’s financial statements are subject to periodic audits by the FAA, the Authority’s use of Airport revenues, which is generally limited to airport-related purposes, is subject to audit and review by the FAA and the Authority’s use of Passenger Facility Charges and grant proceeds is also subject to approval, audit and review.

The term of the current Development Agreement runs until February 7, 2037. If negotiations for any future extension or replacement agreements with Burbank are not successful, it is possible that Burbank could attempt in the future to use its police or land use power to obstruct Airport activities both outside and inside the Airport’s existing property line.

Regulation of Rates and Charges

The Federal Aviation Administration Authorization Act of 1994, as amended (the “1994 Act”) and FAA regulations require that an airport maintain a rate structure that is as “self-sustaining” as possible and limit the use of all revenue generated by an airport receiving federal financing assistance (including local taxes on aviation fuel and other airport-related receipts) to purposes related to the airport. The statutes and regulations provide that for all airports, with certain exceptions, the use of airport revenue for purposes other than the capital or operating costs of the airport, the local airport system or other local facilities owned or operated by the airport owner or operator and directly and substantially related to the air transportation of passengers or property is unlawful revenue diversion and provide for monetary penalties and other remedies in the event of violations.

The 1994 Act also provides that without air carrier approval, an airport may not include in its rate base debt service allocable to projects not yet completed and in service. Section 113 of the 1994 Act (“Section 113”) requires that airport fees be “reasonable” and provides a mechanism by which the Secretary of Transportation can review complaints about rates and charges by air carriers. Section 113 specifically states that its provisions do not apply to (a) a fee imposed pursuant to a written agreement with air carriers using airport facilities, (b) a fee imposed pursuant to a financing agreement or covenant entered into prior to August 23, 1994, the date of enactment of Section 113, or (c) any other existing fee not in dispute as of August 23, 1994.

The Airport’s operations and the Authority’s revenues are affected by a variety of federal and state legislative, legal, contractual, statutory, regulatory and practical restrictions, including restrictions in the 1994 Act, the federal acts authorizing the imposition, collection and use of Passenger Facility Charges, the federal acts relating to the FAA AIP and other federal grants, the statutes and regulations relating to Customer Facility Charges, and other extensive legislation and regulations applicable to all airports. It is not possible to predict whether future restrictions or limitations on the Airport’s operation will be imposed, whether future legislation or regulation will affect anticipated federal funding or Passenger Facility Charge or Customer Facility Charge collections, whether additional requirements will be funded by the federal government or require funding by the Authority, or whether such restrictions, legislations or regulations would adversely affect the revenues of the Authority.

In establishing any new rates and charges methodology for the Airport, the Authority intends to comply with federal law and with the Rate Covenant contained in the Indenture. The Authority’s ability to raise rates under the Existing AUAs, the New AUAs or otherwise may be limited by federal law. The Authority, however, cannot predict any future restrictions or limitations imposed by federal or state legislation. There is currently no dispute between the Authority and any of the air carriers serving the Airport over any existing rates and charges. No assurances can be given that disputes will not arise in the future.

Aviation Security

Acts of terrorism or other major breaches of security at the Airport can result in a decline in passenger traffic at the Airport which can materially adversely impact Revenues. The September 11, 2001 terrorist attacks resulted in increased safety and security measures at the Airport mandated by federal law and by directives of the FAA. In addition, certain safety and security operations at the Airport have been assumed by the TSA. In spite of the increased security measures, additional acts of terrorism resulting in disruption to the North American air traffic system, increased passenger and flight delays, damage to the Airport, reductions in Airport passenger traffic and/or reductions in Revenues, remain possible. Furthermore, changes in security requirements may result in increased capital costs or operating expenses for the Authority and/or airlines. The Authority maintains an insurance program that includes airport owner’s and operator’s liability insurance with policy limits of \$500 million for each occurrence (no deductible). The program also includes terrorism coverage under Terrorism Risk Insurance Act up to the policy limit of \$300 million. See “THE AIRPORT – Insurance.” It is possible that liability could exceed coverage or otherwise not be covered.

The airlines and the federal government were primarily responsible for the capital costs associated with implementing the new security measures. The Airport is currently in compliance with all federally mandated security requirements. But the Authority has taken on some financial burden in installing and in complying with the added security requirements. For example, the Authority performed certain building modifications and installed an in-line baggage screening system which became operational in February 2005. In addition, each time the Department of Homeland Security issues a specific threat warning, the Authority’s operating costs increase with these raised threat levels.

The Authority currently intends to continue to operate the Existing Terminal Building until the Replacement Passenger Terminal opens for air service. As a result, the Existing Terminal Building will continue to use existing passenger and baggage security equipment and the Authority will need separate passenger and baggage security equipment for the Replacement Passenger Terminal. The timely opening of the Replacement Passenger Terminal is therefore dependent on the TSA’s ability to deliver new passenger and baggage security equipment for the Replacement Passenger Terminal on schedule. The operations of the TSA, as an agency of the United States Department of Homeland Security, are impacted by funding under the federal budget appropriation and budgeting process. While the Authority may be able to procure passenger screening and equipment itself, such costs would not

be covered by the GMP. Any delay in delivery and installation of the passenger and baggage security equipment would result in a delay in the opening of the Replacement Passenger Terminal and would not be covered by the liquidated damages provisions of the Design-Build Agreement. The Authority cannot predict the effect of any future government-required security measures on passenger activity at the Airport. Nor can the Authority predict how the government will staff security screening functions or the effect on passenger activity of government decisions regarding its staffing levels in the future.

Effect of Pandemic and Other Unforeseen Events

Worldwide health concerns and related travel restrictions and public health measures have led to significant past declines in passenger traffic at the Airport. The COVID-19 pandemic and resulting restrictions on human activities severely disrupted the economies of the United States and other countries during FY 2020 and FY 2021. Even though Airport passenger and flight activities, and Authority revenues, have largely recovered from the adverse impact of the COVID-19 pandemic, there can be no assurances about the likelihood of future outbreaks or other unforeseen events and their impacts. Future outbreaks, pandemics or events outside the Authority's control may reduce demand for air travel, which in turn could cause a decrease in passenger activity at the Airport and declines in Authority revenues.

After opening of the Replacement Passenger Terminal, the Authority intends to accumulate and maintain sufficient cash (or cash equivalent) to allow the Airport to continue operation for 540 days in the event of an unforeseen revenue interruption. The accumulation and replenishment of this reserve will be included in the calculation of the Landing Fee Rate under the New AUA. See "AIRPORT USE AGREEMENTS – New AUA."

Initiatives and Referenda

The ability of the Authority to comply with its covenants under the Indenture, including to generate revenues sufficient to pay the principal of and interest on the 2026 Bonds, may be adversely affected by actions taken (or not taken) by voters. Under the State Constitution, the voters of the State have the ability to initiate legislation or amendments to the State Constitution, and require a public vote on legislation passed by the State Legislature, through the powers of initiative and referendum, respectively. Interpretations of existing and future laws may change over time and such changes may impact the ability of the Authority to generate revenues. Furthermore, initiatives arise from time to time that could limit the ability of the Authority and other governmental entities to establish, amend, impose or extend fees and charges. The Authority is unable to predict whether any such initiatives might be submitted to or approved by the voters, the nature of such initiatives, interpretations of initiatives or existing law, or their potential impact on the Authority or the Airport.

Limitations on Remedies

Upon the occurrence and continuance of an event of default under the Indenture, the owners of the 2026 Bonds have limited remedies. Enforceability of the rights and remedies of the owners of the 2026 Bonds, and the obligations incurred by the Authority, may become subject to the federal bankruptcy code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditor's rights generally, now or hereafter in effect, equity principles which may limit the specific enforcement under State law of certain remedies, the exercise by the United States of America of the powers delegated to it by the Constitution, the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose, and the limitations on remedies against public entities such as the Authority in the State. Bankruptcy proceedings, or the exercise of powers by the Federal or State government, if initiated, could subject the owners of the 2026 Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise and consequently may entail risks of delay, limitation or modification of their rights.

Potential Limitations of Tax Exemption of Interest on the 2026 Bonds

From time to time, the President of the United States, the United States Congress and/or state legislatures have proposed and could propose in the future, legislation that, if enacted, could cause interest on the 2026A Bonds and the 2026B Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or could cause

interest on the 2026 Bonds to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners of the 2026 Bonds from realizing the full current benefit of the tax status of such interest. Clarifications of the Internal Revenue Code, or court decisions may also cause interest on the 2026A Bonds and the 2026B Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or may cause interest on the 2026 Bonds to be subject to or exempted from state income taxation. The introduction or enactment of any such legislative proposals or any clarification of the Internal Revenue Code or court decisions may also affect the market price for, or marketability of, the 2026 Bonds. Prospective purchasers of the 2026 Bonds should consult their own tax advisors regarding any such pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion. See “TAX MATTERS.”

LITIGATION

No Litigation Relating to the 2026 Bonds. There is no litigation or proceeding of any nature now pending against the Authority (of which notice has been received by the Authority) or, to the knowledge of its respective officers, threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the 2026 Bonds or in any way contesting or affecting the validity of the 2026 Bonds or any proceedings of the Authority taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the 2026 Bonds or the use of the 2026 Bond proceeds.

EPA Claim. The Authority has been named as a Potentially Responsible Party by the EPA in connection with a claim regarding environmental contamination. Although the Authority has reached an agreement pursuant to which Lockheed is to provide the Authority with indemnification with respect to such claim, the Authority cannot give any assurances that Lockheed will in fact indemnify the Authority in this matter, or that the Authority may not be otherwise adversely affected by such action. See “ENVIRONMENTAL MATTERS AFFECTING AIRPORT OPERATIONS – Regulated and Hazardous Substances” and “CERTAIN INVESTMENT CONSIDERATIONS – Certain Factors Particular to the Airport – *EPA Claim.*”

No Other Material Litigation. The Authority is exposed to several lawsuits and claims arising in the normal course of its operations. The Authority does not anticipate material adverse effects on the financial position of the Authority or Airport operations from the disposition of these lawsuits and claims.

LEGAL MATTERS

The validity of the 2026 Bonds and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority (“Bond Counsel”). A complete copy of the proposed form of Bond Counsel opinion is contained in APPENDIX F hereto. Certain other legal matters will be passed upon on behalf of the Authority by Orrick, Herrington & Sutcliffe LLP, as Disclosure Counsel, and by Richards Watson & Gershon, A Professional Corporation, as General Counsel to the Authority. Certain legal matters will be passed upon for the Underwriters of the 2026 Bonds by its counsel Stradling Yocca Carlson & Rauth LLP.

TAX MATTERS

2026A Bonds and 2026B Bonds (Non-AMT/AMT)

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the 2026A Bonds and 2026B Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the “Code”), except that no opinion is expressed as to the status of interest on any 2026B Bond for any period that such 2026B Bond is held by a “substantial user” of the facilities financed or refinanced by the 2026B Bonds or by a “related person” within the meaning of Section 147(a) of the Code. In the further opinion of Bond Counsel, interest on the 2026A Bonds is not a specific preference item for purposes of the federal individual alternative minimum tax. Bond Counsel observes that interest on the 2026B Bonds is a specific preference item for purposes of the federal individual alternative minimum tax, and interest on the 2026A Bonds and the 2026B Bonds included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax. Bond

Counsel is also of the opinion that interest on the 2026A Bonds and the 2026B Bonds is exempt from State of California personal income taxes. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual, or receipt of interest on, the 2026A Bonds and 2026B Bonds. A complete copy of the proposed form of opinion of Bond Counsel is set forth in APPENDIX F hereto.

To the extent the issue price of any maturity of the 2026A Bonds or 2026B Bonds is less than the amount to be paid at maturity of such 2026A Bonds or 2026B Bonds (excluding amounts stated to be interest and payable at least annually over the term of such 2026A Bonds or 2026B Bonds), the difference constitutes “original issue discount,” the accrual of which, to the extent properly allocable to each Beneficial Owner thereof, is treated as interest on the 2026A Bonds or 2026B Bonds which is excluded from gross income for federal income tax purposes and exempt from State of California personal income taxes. For this purpose, the issue price of a particular maturity of the 2026A Bonds or 2026B Bonds is the first price at which a substantial amount of such maturity of the 2026A Bonds or 2026B Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the 2026A Bonds or 2026B Bonds accrues daily over the term to maturity of such 2026A Bonds or 2026B Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such 2026A Bonds or 2026B Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such 2026A Bonds or 2026B Bonds. Beneficial Owners of the 2026A Bonds or 2026B Bonds should consult their own tax advisors with respect to the tax consequences of ownership of 2026A Bonds or 2026B Bonds with original issue discount, including the treatment of Beneficial Owners who do not purchase such 2026A Bonds or 2026B Bonds in the original offering to the public at the first price at which a substantial amount of such 2026A Bonds or 2026B Bonds is sold to the public.

2026A Bonds or 2026B Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) (“Premium Bonds”) will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a Beneficial Owner’s basis in a Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the 2026A Bonds or 2026B Bonds. The Authority has made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the 2026A Bonds or 2026B Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the 2026A Bonds or 2026B Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the 2026A Bonds or 2026B Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Bond Counsel’s attention after the date of issuance of the 2026A Bonds or 2026B Bonds may adversely affect the value of, or the tax status of interest on, the 2026A Bonds or 2026B Bonds. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Bond Counsel is of the opinion that interest on the 2026A Bonds or 2026B Bonds is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of amounts treated as interest on, the 2026A Bonds or 2026B Bonds may otherwise affect a Beneficial Owner’s federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Beneficial Owner and the Beneficial Owner’s other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the 2026A Bonds or 2026B Bonds to be subject, directly or indirectly, in whole or in part, to federal

income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the 2026A Bonds or 2026B Bonds. Prospective purchasers of the 2026A Bonds or 2026B Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the 2026A Bonds or 2026B Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the Authority, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The Authority has covenanted, however, to comply with the requirements of the Code.

Bond Counsel's engagement with respect to the 2026A Bonds or 2026B Bonds ends with the issuance of the 2026A Bonds or 2026B Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the Authority or the Beneficial Owners regarding the tax-exempt status of the 2026A Bonds or 2026B Bonds in the event of an audit examination by the IRS. Under current procedures, Beneficial Owners would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the Authority legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the 2026A Bonds or 2026B Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the 2026A Bonds or 2026B Bonds, and may cause the Authority or the Beneficial Owners to incur significant expense.

Payments on the 2026A Bonds or 2026B Bonds generally will be subject to U.S. information reporting and possibly to "backup withholding." Under Section 3406 of the Code and applicable U.S. Treasury Regulations issued thereunder, a non-corporate Beneficial Owner of the 2026A Bonds or 2026B Bonds may be subject to backup withholding with respect to "reportable payments," which include interest paid on the 2026A Bonds or 2026B Bonds and the gross proceeds of a sale, exchange, redemption, retirement or other disposition of the 2026A Bonds or 2026B Bonds. The payor will be required to deduct and withhold the prescribed amounts if (i) the payee fails to furnish a U.S. taxpayer identification number ("TIN") to the payor in the manner required, (ii) the IRS notifies the payor that the TIN furnished by the payee is incorrect, (iii) there has been a "notified payee underreporting" described in Section 3406(c) of the Code or (iv) the payee fails to certify under penalty of perjury that the payee is not subject to withholding under Section 3406(a)(1)(C) of the Code. Amounts withheld under the backup withholding rules may be refunded or credited against a Beneficial Owner's federal income tax liability, if any, provided that the required information is timely furnished to the IRS. Certain Beneficial Owners (including among others, corporations and certain tax-exempt organizations) are not subject to backup withholding. The failure to comply with the backup withholding rules may result in the imposition of penalties by the IRS.

2026C Bonds (Taxable)

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority, interest on the 2026C Bonds is exempt from State of California personal income taxes. Bond Counsel is also of the opinion that interest on the 2026C Bonds is not excluded from gross income for federal income tax purposes under Section 103 of the Code. Bond Counsel expresses no opinion regarding any other tax consequences relating to the ownership or disposition of, or the amount, accrual, or receipt of interest on, the 2026C Bonds. The proposed form of opinion of Bond Counsel is contained in APPENDIX F hereto.

The following discussion summarizes certain U.S. federal income tax considerations generally applicable to U.S. Holders (as defined below) of the 2026C Bonds that acquire their 2026C Bonds in the initial offering. The discussion below is based upon laws, regulations, rulings, and decisions in effect and available on the date hereof, all of which are subject to change, possibly with retroactive effect. Prospective investors should note that no rulings have been or are expected to be sought from the U.S. Internal Revenue Service (the "IRS") with respect to any of the U.S. federal income tax considerations discussed below, and no assurance can be given that the IRS will not take contrary

positions. Further, the following discussion does not deal with U.S. tax consequences applicable to any given investor, nor does it address the U.S. tax considerations applicable to all categories of investors, some of which may be subject to special taxing rules (regardless of whether or not such investors constitute U.S. Holders), such as certain U.S. expatriates, banks, REITs, RICs, insurance companies, tax-exempt organizations, dealers or traders in securities or currencies, partnerships, S corporations, estates and trusts, investors that hold their 2026C Bonds as part of a hedge, straddle or an integrated or conversion transaction, investors whose “functional currency” is not the U.S. dollar, or certain taxpayers that are required to prepare certified financial statements or file financial statements with certain regulatory or governmental agencies. Furthermore, it does not address (i) alternative minimum tax consequences, (ii) the net investment income tax imposed under Section 1411 of the Code, or (iii) the indirect effects on persons who hold equity interests in a holder. This summary also does not consider the taxation of the 2026C Bonds under state, local or non-U.S. tax laws. In addition, this summary generally is limited to U.S. tax considerations applicable to investors that acquire their 2026C Bonds pursuant to this offering for the issue price that is applicable to such 2026C Bonds (i.e., the price at which a substantial amount of the 2026C Bonds are sold to the public) and who will hold their 2026C Bonds as “capital assets” within the meaning of Section 1221 of the Code. The following discussion does not address tax considerations applicable to any investors in the 2026C Bonds other than investors that are U.S. Holders.

As used herein, “U.S. Holder” means a beneficial owner of a 2026C Bond that for U.S. federal income tax purposes is an individual citizen or resident of the United States, a corporation or other entity 2026C as a corporation created or organized in or under the laws of the United States or any state thereof (including the District of Columbia), an estate the income of which is subject to U.S. federal income taxation regardless of its source or a trust where a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons (as defined in the Code) have the authority to control all substantial decisions of the trust (or a trust that has made a valid election under U.S. Treasury Regulations to be treated as a domestic trust). If a partnership holds 2026C Bonds, the tax treatment of such partnership or a partner in such partnership generally will depend upon the status of the partner and upon the activities of the partnership. Partnerships holding 2026C Bonds, and partners in such partnerships, should consult their own tax advisors regarding the tax consequences of an investment in the 2026C Bonds (including their status as U.S. Holders).

Prospective investors should consult their own tax advisors in determining the U.S. federal, state, local or non-U.S. tax consequences to them from the purchase, ownership and disposition of the 2026C Bonds in light of their particular circumstances.

U.S. Holders

Interest. Interest on the 2026C Bonds generally will be taxable to a U.S. Holder as ordinary interest income at the time such amounts are accrued or received, in accordance with the U.S. Holder’s method of accounting for U.S. federal income tax purposes.

2026C Bonds purchased for an amount in excess of the principal amount payable at maturity (or, in some cases, at their earlier call date) will be treated as issued at a premium. A U.S. Holder of a 2026C Bond issued at a premium may make an election, applicable to all debt securities purchased at a premium by such U.S. Holder, to amortize such premium, using a constant yield method over the term of such 2026C Bond.

Sale or Other Taxable Disposition of the 2026C Bonds. Unless a nonrecognition provision of the Code applies, the sale, exchange, redemption, retirement (including pursuant to an offer by the Authority) or other disposition of a 2026C Bond will be a taxable event for U.S. federal income tax purposes. In such event, in general, a U.S. Holder of a 2026C Bond will recognize gain or loss equal to the difference between (i) the amount of cash plus the fair market value of property received (except to the extent attributable to accrued but unpaid interest on the 2026C Bond, which will be taxed in the manner described above) and (ii) the U.S. Holder’s adjusted U.S. federal income tax basis in the 2026C Bond (generally, the purchase price paid by the U.S. Holder for the 2026C Bond, decreased by any amortized premium). Any such gain or loss generally will be capital gain or loss. In the case of a non-corporate U.S. Holder of the 2026C Bonds, the maximum marginal U.S. federal income tax rate applicable to any such gain will be lower than the maximum marginal U.S. federal income tax rate applicable to ordinary income if such U.S. holder’s holding period for the 2026C Bonds exceeds one year. The deductibility of capital losses is subject to limitations.

Defeasance of the 2026C Bonds. If the Issuer defeases any 2026C Bond, the 2026C Bond may be deemed to be retired and “reissued” for U.S. federal income tax purposes as a result of the defeasance. In that event, in general, a holder will recognize taxable gain or loss equal to the difference between (i) the amount realized from the deemed sale, exchange or retirement (less any accrued qualified stated interest which will be taxable as such) and (ii) the holder’s adjusted U.S. federal income tax basis in the 2026C Bond.

Information Reporting and Backup Withholding. Payments on the 2026C Bonds generally will be subject to U.S. information reporting and possibly to “backup withholding.” Under Section 3406 of the Code and applicable U.S. Treasury Regulations issued thereunder, a non-corporate U.S. Holder of the 2026C Bonds may be subject to backup withholding at the current rate of 24% with respect to “reportable payments,” which include interest paid on the 2026C Bonds and the gross proceeds of a sale, exchange, redemption, retirement or other disposition of the 2026C Bonds. The payor will be required to deduct and withhold the prescribed amounts if (i) the payee fails to furnish a U.S. taxpayer identification number (“TIN”) to the payor in the manner required, (ii) the IRS notifies the payor that the TIN furnished by the payee is incorrect, (iii) there has been a “notified payee underreporting” described in Section 3406(c) of the Code or (iv) the payee fails to certify under penalty of perjury that the payee is not subject to withholding under Section 3406(a)(1)(C) of the Code. Amounts withheld under the backup withholding rules may be refunded or credited against the U.S. Holder’s federal income tax liability, if any, provided that the required information is timely furnished to the IRS. Certain U.S. holders (including among others, corporations and certain tax-exempt organizations) are not subject to backup withholding. A holder’s failure to comply with the backup withholding rules may result in the imposition of penalties by the IRS.

Foreign Account Tax Compliance Act (“FATCA”)

Sections 1471 through 1474 of the Code impose a 30% withholding tax on certain types of payments made to foreign financial institutions, unless the foreign financial institution enters into an agreement with the U.S. Treasury to, among other things, undertake to identify accounts held by certain U.S. persons or U.S.-owned entities, annually report certain information about such accounts, and withhold 30% on payments to account holders whose actions prevent it from complying with these and other reporting requirements, or unless the foreign financial institution is otherwise exempt from those requirements. In addition, FATCA imposes a 30% withholding tax on the same types of payments to a non-financial foreign entity unless the entity certifies that it does not have any substantial U.S. owners or the entity furnishes identifying information regarding each substantial U.S. owner. Under current guidance, failure to comply with the additional certification, information reporting and other specified requirements imposed under FATCA could result in the 30% withholding tax being imposed on payments of interest on the Bonds. In general, withholding under FATCA currently applies to payments of U.S. source interest (including OID) and, under current guidance, will apply to certain “passthru” payments no earlier than the date that is two years after publication of final U.S. Treasury Regulations defining the term “foreign passthru payments.” Prospective investors should consult their own tax advisors regarding FATCA and its effect on them.

The foregoing summary is included herein for general information only and does not discuss all aspects of U.S. federal taxation that may be relevant to a particular holder of 2026C Bonds in light of the holder’s particular circumstances and income tax situation. Prospective investors are urged to consult their own tax advisors as to any tax consequences to them from the purchase, ownership and disposition of 2026C Bonds, including the application and effect of state, local, non-U.S., and other tax laws.

UNDERWRITING

The Underwriters have agreed to purchase the 2026A Bonds at a purchase price of \$ _____ (representing the principal amount of \$ _____, less an underwriting discount of \$ _____, and [less/plus] a [net] original issue [discount/premium] of \$ _____). The Underwriters have agreed to purchase the 2026B Bonds at a purchase price of \$ _____ (representing the principal amount of \$ _____, less an underwriting discount of \$ _____, and [less/plus] a [net] original issue [discount/premium] of \$ _____). The Underwriters have agreed to purchase the 2026C Bonds at a purchase price of \$ _____ (representing the principal amount of \$ _____, less an underwriting discount of \$ _____).

The Bond Purchase Agreement pursuant to which the 2026 Bonds are being sold (the “Purchase Agreement”) provides that the Underwriters’ obligation to make such purchase is subject to certain terms and conditions set forth in the Purchase Agreement, the approval of certain legal matters by counsel and certain other conditions. Under the

Purchase Agreement, the purchase of any 2026 Bonds by the Underwriters is conditioned upon the delivery of all 2026 Bonds.

The Underwriters may offer and sell the 2026 Bonds to certain dealers and others at prices or yields different than the initial offering prices or yields set forth on the inside cover of this Official Statement. The offering prices or yields of the 2026 Bonds may be changed from time to time by the Underwriters.

The Underwriters and their affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. The Underwriters and their affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the Authority for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Authority.

BofA Securities, Inc., one of the Underwriters of the 2026 Bonds, has entered into a distribution agreement with its affiliate Merrill Lynch, Pierce, Fenner & Smith Incorporated (“MLPF&S”). As part of this arrangement, BofA Securities, Inc. may distribute securities to MLPF&S, which may in turn distribute such securities to investors through the financial advisor network of MLPF&S. As part of this arrangement, BofA Securities, Inc. may compensate MLPF&S as a dealer for its selling efforts with respect to the 2026 Bonds.

[J.P. Morgan Securities LLC (“JPMS”) has entered into negotiated dealer agreements (each, a “Dealer Agreement”) with each of Charles Schwab & Co., Inc. (“CS&Co.”) and LPL Financial LLC (“LPL”) for the retail distribution of certain securities offerings at the original issue prices. Pursuant to each Dealer Agreement, each of CS&Co. and LPL may purchase 2026 Bonds from JPMS at the original issue price less a negotiated portion of the selling concession applicable to any 2026 Bonds that such firm sells.]

RATINGS

Moody’s Investors Service (“Moody’s”), S&P Global Ratings (“S&P”) and Fitch Ratings have assigned underlying ratings of “[A2 (Stable)],” “[A (Stable)]” and “[A- (Stable)],” respectively, to the 2026 Bonds.

Each such rating reflects only the views of the respective rating agency organization furnishing such rating and any explanation of the significance of such ratings should be obtained from the rating agency furnishing the same. Such ratings are not a recommendation to buy, sell or hold the 2026 Bonds, and may be subject to revisions or withdrawal at any time.

The Authority furnished the rating agencies with information and material relating to the 2026 Bonds and the Airport, certain of which has not been included in this Official Statement. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that the ratings on the 2026 Bonds described above will continue for any given period of time or that such a rating will not be revised downward or withdrawn entirely by the rating agency furnishing the same, if in the judgment of such rating agency, circumstances so warrant. Except as otherwise provided in the Continuing Disclosure Agreement (see “CONTINUING DISCLOSURE” below), the Authority has not undertaken any responsibility to bring to the attention of the Owners of the 2026 Bonds any proposed change in or withdrawal of a rating or to oppose any such proposed revision or withdrawal. Any downward revision or withdrawal of a rating may have an adverse effect on the marketability or the market price of the 2026 Bonds.

CONTINUING DISCLOSURE

In connection with the issuance of the 2026 Bonds, the Authority will enter a Continuing Disclosure Agreement (the “2026 Continuing Disclosure Agreement”), to assist the Underwriters in complying with SEC Rule 15c2-12(b)(5). The Authority will covenant for the benefit of the Owners and the Beneficial Owners of the 2026 Bonds to provide an Annual Report (as defined in the 2026 Continuing Disclosure Agreement), commencing with the Annual Report for FY 2026, and to provide notices of the occurrence of certain enumerated events. The Annual Report and notices of events will be filed by the Authority electronically with the EMMA system. The specific nature of the information to be contained in the Annual Report and notice of events is set forth in APPENDIX G: “PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT.”

A failure of the Authority to comply with the requirements of the 2026 Continuing Disclosure Agreement will not be considered an Event of Default and the Trustee will have no right to accelerate amounts due under the Indenture as a result thereof. However, the Trustee and the Owners of not less than 25% in principal amount of the Outstanding 2026 Bonds may take such actions as may be necessary and appropriate to cause the Authority to comply with its obligations with respect to the 2026 Continuing Disclosure Agreement.

The Authority has entered into similar continuing disclosure agreements in connection with the 2012 Bonds and the 2024 Bonds. Before the printing of this Official Statement, an independent examination, dated March 2, 2026 (the “Examination”), was conducted of the Authority’s continuing disclosure filings since Fiscal Year 2020. The Examination found that the Authority has made all of its filings required under the continuing disclosure agreement for the 2024 Bonds, and they were posted on the EMMA system for the CUSIPs associated with the 2024 Bonds. However, it found that, for the FY 2024 and FY 2025 annual reports required by the continuing disclosure agreement for the 2012 Bonds (consisting of the audited financial statements and reports of certain operating statistics), the EMMA postings were missing under the CUSIPs associated with the 2012 Bonds. An investigation by Authority staff showed that even though all of the filings were made in a timely manner under the CUSIP identifier associated with the Authority, the links to the 2012 Bonds needed to be updated. The Authority took corrective actions on March 3, 2026. The Authority has taken steps to ensure future compliance with its continuing disclosure obligations in a timely manner for all Outstanding Bonds.

MUNICIPAL ADVISOR

The Authority has retained the services of Public Resources Advisory Group, Los Angeles, California, as Municipal Advisor (the “Municipal Advisor”) in connection with the sale of the 2026 Bonds. The Municipal Advisor has not been engaged, nor has it undertaken, to make an independent verification or assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement. The Municipal Advisor is an independent municipal advisory firm and is not engaged in the business of underwriting or distributing municipal securities or other public securities.

AIRPORT CONSULTANT

The Airport Consultant Report, prepared by Ricondo has been included in this Official Statement with Ricondo’s consent, and in reliance upon Ricondo’s expertise in preparing such report. As noted in the Airport Consultant Report, Ricondo is of the opinion that Net Revenues generated in each year from 2024-2032 are expected to be sufficient to comply with the requirements under the Indenture. Any projection, however, is subject to uncertainties and inevitably some assumptions regarding future trends will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between the projected and actual results, and differences may be material. See APPENDIX A: “AIRPORT CONSULTANT REPORT.” The Airport Consultant Report should be read in its entirety.

FINANCIAL STATEMENTS

The Basic Financial Statements of the Authority as of and for the years ended June 30, 2025 and 2024 set forth in APPENDIX B have been examined by Macias Gini & O’Connell LLP, independent certified public accountants (the “Auditor”), for the periods indicated and to the extent set forth in their report thereon. The Indenture

requires the Authority to have its financial statements audited annually by an independent certified public accountant. The Auditor has not been requested to consent to the use of its name or to the inclusion of its report in this Official Statement and has not reviewed this Official Statement.

MISCELLANEOUS

Certain statements contained in this Official Statement, including the Appendices, do not reflect historical facts but are forecasts and forward-looking statements. Any statement made in this Official Statement indicated to involve matters of opinion or estimates are represented as opinions or estimates and not as facts. No assurance can be given that such opinions will be validated or that such estimates will be realized. Historical data in this Official Statement is not intended to be a projection of future results.

The Appendices are integral parts of this Official Statement and must be read together with all other parts of this Official Statement. The descriptions of statutes and documents in this Official Statement, including but not limited to the Airport Consultant Report, the Indenture, the Joint Powers Agreement, the Development Agreement, the Airport Use Agreements, and the Airport Management Services Agreement, do not purport to be comprehensive or definitive, and prospective purchasers of the 2026 Bonds are referred to such statutes and documents in their entirety for the complete terms thereof. During the offering period of the 2026 Bonds, copies of the Indenture may be obtained from the Authority.

This Official Statement has been duly authorized and approved by the Authority and duly executed and delivered on its behalf by the President of the Authority.

**BURBANK-GLENDALE-PASADENA AIRPORT
AUTHORITY**

By _____
President of the Authority

APPENDIX A
AIRPORT CONSULTANT REPORT

APPENDIX B

AUDITED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2025 AND 2024

APPENDIX C-1

COPY OF AMENDED AND RESTATED MASTER INDENTURE

APPENDIX C-2
FORM OF SIXTH SUPPLEMENTAL INDENTURE

APPENDIX D-1

SUMMARY OF CERTAIN PROVISIONS OF EXISTING AUA

APPENDIX D-2

SUMMARY OF CERTAIN PROVISIONS OF NEW AUA

APPENDIX E

DTC BOOK-ENTRY ONLY SYSTEM

The description that follows of the procedures and record keeping with respect to beneficial ownership interests in the 2026 Bonds, payments of principal, premium, if any, and interest on the 2026 Bonds to DTC, its nominee, Participants, or Beneficial Owners, confirmation and transfer of beneficial ownership interests in the 2026 Bonds and other bond-related transactions by and between DTC, Participants and Beneficial Owners is based solely on information furnished by DTC. The Authority cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners either (a) payments of interest, principal or premium, if any, with respect to the 2026 Bonds, or (b) certificates representing ownership interest in or other confirmation of ownership interest in the 2026 Bonds, or that they will so do on a timely basis or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

The Depository Trust Company, New York, New York ("DTC") will act as securities depository for the 2026 Bonds. The 2026 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered 2026 Bond certificate will be issued for each maturity of each Series of the 2026 Bonds, each in the aggregate principal amount of such Series and maturity and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of the Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. The information on such website is not incorporated into this Official Statement.

Purchases of the 2026 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such 2026 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2026 Bond (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2026 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the 2026 Bonds, except in the event that use of the book-entry system for the 2026 Bonds is discontinued.

To facilitate subsequent transfers, all 2026 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the 2026 Bonds with DTC and their registration in the name of Cede & Co. or

such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2026 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2026 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

So long as a book-entry system is used for determining beneficial ownership of the 2026 Bonds, the Trustee is to send redemption notice to DTC or to Cede & Co., as partnership nominee for DTC. Any failure of DTC to advise any Participant, or of any Direct Participant or Indirect Participant to notify the actual purchaser of each 2026 Bond, or any such notice of its content or effect does not affect the validity of the redemption of the 2026 Bonds called for redemption or any other action premised on that notice. In the event of a call for optional redemption, the Authority's notification to DTC initiates DTC's standard call; and if a partial call, DTC's practice is to determine by lot the amount of the interest of each Participant in the 2026 Bonds to be redeemed, and each such Participant then selects by lot the ownership interest in such 2026 Bonds to be redeemed. When DTC and its Participants allocate the call, the Beneficial Owners of the book-entry interests called are to be notified by the broker or other organization responsible for maintaining the records of those interests and subsequently credited by that organization with the process once the 2026 Bonds are redeemed.

THE TRUSTEE, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE 2026 BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY PARTICIPANT, OR OF ANY PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER OF ANY NOTICE AND OF ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OR SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE 2026 BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2026 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2026 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the 2026 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Authority or Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2026 Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, 2026 Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, 2026 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority believes to be reliable, but the Authority takes no responsibility for the accuracy thereof.

NEITHER THE AUTHORITY NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DTC PARTICIPANTS, TO INDIRECT PARTICIPANTS, OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, CEDE & CO., ANY DTC PARTICIPANT, OR ANY INDIRECT PARTICIPANT; (II) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE 2026 BONDS; (III) THE SELECTION BY DTC OR ANY DTC PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE 2026 BONDS; (IV) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR REDEMPTION PREMIUM, IF ANY, OR INTEREST DUE WITH RESPECT TO THE 2026 BONDS; (V) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF THE 2026 Bonds; OR (vi) ANY OTHER MATTER.

APPENDIX F

PROPOSED FORM OF BOND COUNSEL OPINION

Upon delivery of the 2026 Bonds, Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Burbank-Glendale-Pasadena Airport Authority, proposes to render its final opinion in connection with the 2026 Bonds in substantially the following form:

[Date of Delivery]

Burbank-Glendale-Pasadena Airport Authority
Burbank, California

Burbank-Glendale-Pasadena Airport Authority
Airport Senior Revenue Bonds,
2026 Series A (Non-AMT), 2026 Series B (AMT) and 2026 Series C (Taxable)

Ladies and Gentlemen:

We have acted as bond counsel to the Burbank-Glendale-Pasadena Airport Authority (the “Authority”) in connection with the issuance of \$ _____ aggregate principal amount of its Airport Senior Revenue Bonds, 2026 Series A (Non-AMT) (the “2026A Bonds”), \$ _____ aggregate principal amount of its Airport Senior Revenue Bonds, 2026 Series B (AMT) (the “2026B Bonds”), and \$ _____ aggregate principal amount of its Airport Senior Revenue Bonds, 2026 Series C (Taxable) (the “2026C Bonds” and, together with the 2026A Bonds and the 2026B Bonds, the “2026 Bonds”). The 2026 Bonds are being issued pursuant to the Amended and Restated Master Indenture of Trust, dated as of May 1, 2024 (the “Master Indenture”), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), as amended and supplemented, including as amended and supplemented by the Sixth Supplemental Indenture of Trust, dated as of May 1, 2026 (the “Sixth Supplemental Indenture”), by and between the Authority and the Trustee. The Master Indenture as so supplemented is referred to herein as the “Indenture.” Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

In such connection, we have reviewed the Indenture, the 2026 Tax Certificate, opinions of counsel to the Authority, the Trustee and others, certificates of the Authority, the Trustee and others, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after original delivery of the 2026 Bonds on the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after original delivery of the 2026 Bonds on the date hereof. Accordingly, this letter speaks only as of its date and is not intended to, and may not, be relied upon or otherwise used in connection with any such actions, events or matters. We disclaim any obligation to update this letter. We have assumed that each document and each signature thereon provided to us is genuine and that each such document has been duly and legally executed by, and constitutes a valid and binding agreement of, each party thereto other than the Authority. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Indenture and the 2026 Tax Certificate, including (without limitation) covenants and agreements compliance with which is necessary to assure that future actions, omissions or events will not cause interest on the 2026A Bonds and the 2026B Bonds to be included in gross income for federal income tax purposes. We call attention to the fact that the rights and obligations under the

2026 Bonds, the Indenture and the 2026 Tax Certificate and their enforceability may be subject to bankruptcy, insolvency, receivership, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against governmental entities such as the Authority in the State of California. We express no opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in the foregoing documents, nor do we express any opinion with respect to the state or quality of title to or interest in any of the property described in or as subject to the lien of the Indenture or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such property. Our services did not include financial or other non-legal advice. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the 2026 Bonds and express no view with respect thereto.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The 2026 Bonds constitute the valid and binding special obligations of the Authority.
2. The Indenture has been duly executed and delivered by, and constitutes the valid and binding agreement of, the Authority. The Indenture creates a valid pledge, to secure the payment of the principal of and interest on the 2026 Bonds, of the Trust Estate, subject to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture.
3. Interest on the 2026A Bonds and the 2026B Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code"), except that no opinion is expressed as to the status of interest on any 2026B Bond for any period that such 2026B Bond is held by a "substantial user" of the facilities financed or refinanced by the 2026B Bonds or by a "related person" within the meaning of Section 147(a) of the Code. Interest on the 2026A Bonds is not a specific preference item for purposes of the federal individual alternative minimum tax. We observe that interest on the 2026B Bonds is a specific preference item for purposes of the federal individual alternative minimum tax, and interest on the 2026A Bonds and 2026B Bonds included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax. Interest on the 2026C Bonds is not excluded from gross income for federal income tax purposes under Section 103 of the Code. Interest on the 2026 Bonds is exempt from State of California personal income taxes. We express no opinion regarding other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the 2026 Bonds.

Faithfully yours,

APPENDIX G

PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT

Upon delivery of the 2026 Bonds, the Burbank-Glendale-Pasadena Airport Authority and The Bank of New York Mellon Trust Company, N.A., will enter into a Continuing Disclosure Agreement relating to the 2026 Bonds in substantially the following form:

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the “Disclosure Agreement”), dated as of May 1, 2026, is executed and delivered by the Burbank-Glendale-Pasadena Airport Authority (the “Authority”) and The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as trustee and as dissemination agent (the “Trustee” and “Dissemination Agent,” respectively), in connection with the issuance by the Authority of its Airport Senior Revenue Bonds, 2026 Series A (Non-AMT) (the “2026A Bonds”), Airport Senior Revenue Bonds, 2026 Series B (AMT) (the “2026B Bonds”) and its Airport Senior Revenue Bonds, 2026 Series C (Taxable) (the “2026C Bonds” and, together with the 2026A Bonds and the 2026B Bonds, the “2026 Bonds”). The 2026 Bonds are being issued pursuant to an Amended and Restated Master Indenture of Trust, dated as of May 1, 2024 (the “Master Indenture”), as supplemented by the Sixth Supplemental Indenture of Trust, dated as of May 1, 2026 (the “Sixth Supplemental Indenture” and, together with the Master Indenture, the “Indenture”), between the Authority and the Trustee. Pursuant to Section [8.01] of the Sixth Supplemental Indenture, the Authority and the Trustee covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Authority and the Trustee for the benefit of the Holders and Beneficial Owners of the 2026 Bonds and in order to assist the Participating Underwriter in complying with the Securities and Exchange Commission (the “Commission”) Rule 15c2-12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Audited Financial Statements” shall mean the audited financial statements of the Authority required by Section 6.12 of the Indenture.

“Annual Report” shall mean any Annual Report provided by the Authority pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Beneficial Owner” shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any 2026 Bonds (including persons holding 2026 Bonds through nominees, depositories or other intermediaries).

“Disclosure Representative” shall mean the person designated by the Authority on the signature page hereof or such person’s designee, or such other person as the Authority shall designate in writing to the Trustee and Dissemination Agent from time to time.

“Dissemination Agent” shall mean The Bank of New York Mellon Trust Company, N.A., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Authority and which has filed with the Trustee a written acceptance of such designation.

“Financial Obligation” shall mean, for purposes of the Listed Events set out in Section 5(a)(15) and (16), a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “Financial Obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Holder” shall mean the person in whose name any 2026 Bond shall be registered.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

“Official Statement” shall mean the final official statement dated _____, 2026 relating to the 2026 Bonds.

“Participating Underwriter” shall mean the original underwriters of the 2026 Bonds required to comply with the Rule in connection with the offering of the 2026 Bonds.

“Responsible Officer” shall mean an officer of the Trustee at the corporate front office of the Trustee with regular responsibility for the administration of matters related to the Indenture.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

(a) The Authority shall, or, upon written direction, shall cause the Dissemination Agent to, not later than 185 days after the end of the Authority’s fiscal year (currently ending as of June 30 of each year), commencing with the report for the 2026 fiscal year, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided, that the Audited Financial Statements may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Authority’s fiscal year changes, it shall give notice of such change in a filing with the MSRB, and the due date shall be adjusted by the same number of days. The Annual Report shall identify the 2026 Bonds by name and CUSIP number.

(b) Not later than fifteen (15) Business Days prior to the date specified in Section 3(a), the Authority shall provide the Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent). If by such date the Trustee has not received a copy of the Annual Report, the Trustee shall contact the Authority and the Dissemination Agent to determine if the Authority is in compliance with the first sentence of this subsection (b).

(c) If the Trustee is unable to provide to the MSRB or verify that an Annual Report consistent with Section 4 has been provided to the MSRB by the date required in Section 3(a), the Trustee shall, in a timely manner, send or cause to be sent to the MSRB a notice in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall file a report with the Authority and the Trustee (if the Trustee is not the Dissemination Agent) certifying that the Annual Report has been provided pursuant to this Disclosure Agreement and stating the date it was provided to the MSRB.

SECTION 4. Content of Annual Reports. The Authority’s Annual Report shall contain or include by reference the following:

(a) The Audited Financial Statements. If the Audited Financial Statements are not available by the time the Annual Report is required to be provided to the MSRB pursuant to Section 3(a) hereof, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the Audited Financial Statements shall be provided to the MSRB in the same manner as the Annual Report when they become available.

(b) To the extent not included in the Audited Financial Statements (including the notes thereto), the Annual Report shall also include an update of the following information substantially similar in type and scope, contained in the tables with the following headings in the Official Statement for the most recently ended fiscal year (and not to include any stub period for any fiscal year):

1. Table 5: “Burbank-Glendale-Pasadena Airport Authority Bob Hope Airport, commonly known as Hollywood Burbank Airport – Comparative Summary of Traffic Activities”;
2. Table 6: “Burbank-Glendale-Pasadena Airport Authority Bob Hope Airport, commonly known as Hollywood Burbank Airport – Top 10 Domestic O&D Enplaned Passenger Markets”;
3. Table 8: “Burbank-Glendale-Pasadena Airport Authority Bob Hope Airport, commonly known as Hollywood Burbank Airport – Aircraft Operations”;
4. Table 9: “Burbank-Glendale-Pasadena Airport Authority Bob Hope Airport, commonly known as Hollywood Burbank Airport – Total Passengers by Airline”;
5. Table 10: “Burbank-Glendale-Pasadena Airport Authority Bob Hope Airport, commonly known as Hollywood Burbank Airport – Aircraft Operations – Cargo and Other Non-Airline Services”;
6. Table 11: “Burbank-Glendale-Pasadena Airport Authority Bob Hope Airport, commonly known as Hollywood Burbank Airport – Trends in Total Air Cargo by Type of Carrier”;
7. Table 12: “Burbank-Glendale-Pasadena Airport Authority Bob Hope Airport, commonly known as Hollywood Burbank Airport – Comparative Summary of Operating Revenues”;
8. Table 13: “Burbank-Glendale-Pasadena Airport Authority Bob Hope Airport, commonly known as Hollywood Burbank Airport – Statements of Revenues, Expenses and Changes in Net Position”;
9. Table 15: “Burbank-Glendale-Pasadena Airport Authority Bob Hope Airport, commonly known as Hollywood Burbank Airport – Cash and Investments as of December 31, 2025 (Market Value)”; and
10. Table 16: “Burbank-Glendale-Pasadena Airport Authority Bob Hope Airport, commonly known as Hollywood Burbank Airport – Historical Net Revenues and Debt Service Coverage”.

Any or all of the items listed above may be set forth in one or a set of documents or may be included by specific reference to other documents, including official statements of debt issues of the Authority or related public entities, which have been made available to the public on the MSRB’s website. The Authority shall clearly identify each such other document so included by reference. Updates to information referenced in Section 4(b) may involve adding additional financial and operating data, displaying data in a different format or table, or eliminating data this is no longer material.

SECTION 5. Reporting of Significant Events.

(a) The Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the 2026 Bonds in a timely manner not later than ten business days after the occurrence of the event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determination of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), other material notices or determinations with respect to the tax status of the 2026 Bonds or other material events affecting the tax status of the 2026 Bonds;
7. Modifications to rights of Bond holders, if material;
8. Optional, unscheduled or contingent 2026 Bond calls, if material and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the 2026 Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Authority;

Note: for the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

13. The consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee if material;
15. Incurrence of a Financial Obligation of the Authority if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Authority, any of which affect Holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Authority, any of which reflect financial difficulties.

(b) The Trustee shall, as soon as reasonably practicable, upon a Responsible Officer's obtaining actual knowledge of the occurrence of any of the Listed Events contact the Disclosure Representative, inform such person of the event, and request that the Authority promptly notify the Trustee in writing whether or not to report the event pursuant to Section 5(c) below. The Trustee shall have no duty to determine the materiality of any such Listed Events. For purposes of this Disclosure Agreement, "actual knowledge" of the occurrence of such Listed Events shall mean actual knowledge by a Responsible Officer.

(c) Upon the occurrence of a Listed Event described in Section 5(a), the Authority shall within ten business days of occurrence file a notice of such occurrence with the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in Section 5(a)(8) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected 2026 Bonds pursuant to the Indenture.

(d) The Authority intends to comply with the Listed Events described in Section 5(a)(15) and (16), and the definition of "Financial Obligation" in Section 2, with reference to the Rule, any other applicable federal securities laws and the guidance provided by the Commission in Release No. 34-83885 dated August 20, 2018 (the "2018 Release"), and any further amendments or written guidance provided by the Commission or its staff with respect to the amendments to the Rule effected by the 2018 Release.

SECTION 6. Format for Filings with MSRB. Any report or filing with the MSRB pursuant to this Disclosure Agreement must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB.

SECTION 7. Termination of Reporting Obligation. The Authority's and the Trustee's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the 2026 Bonds. If the obligations of the Authority or the Trustee under the Indenture are assumed in full by some other entity, such person shall become responsible for compliance with this Disclosure Agreement as if it were the original Authority or Trustee, and the Authority or the Trustee shall have no further responsibility hereunder. If such termination or assumption occurs prior to the final maturity of the 2026 Bonds, the Authority or the Trustee shall give notice of such termination or assumption in a filing with the MSRB.

SECTION 8. Dissemination Agent. The Authority may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Authority pursuant to this Disclosure Agreement. If at any time there is not any other designated Dissemination Agent, the Authority shall be the Dissemination Agent. The Dissemination Agent may resign by providing at least thirty (30) days' written notice to the Authority and the Trustee.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Authority, Dissemination Agent and the Trustee may amend this Disclosure Agreement (and the Trustee and Dissemination Agent shall agree to any amendment so requested by the Authority provided, the Trustee and Dissemination Agent shall not be obligated to enter into any such amendment that modifies or increases its duties or obligations hereunder) and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a) or 9, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Authority with respect to the 2026 Bonds, or the type of business conducted;

(b) The undertaking herein, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the 2026 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the 2026 Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders, or (ii) does not, in

the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the 2026 Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Authority shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Authority. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in a filing with the MSRB, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Authority from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice required to be filed pursuant to this Disclosure Agreement, in addition to that which is required by this Disclosure Agreement. If the Authority chooses to include any information in any Annual Report or notice in addition to that which is specifically required by this Disclosure Agreement, the Authority shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event or any other event required to be reported.

SECTION 11. Default. In the event of a failure of the Authority or the Trustee to comply with any provision of this Disclosure Agreement, the Trustee shall at the written request of the Participating Underwriter or the Holders of at least 25% of the principal amount of the Outstanding 2026 Bonds, and upon provision of indemnification satisfactory to the Trustee, or any Holder or Beneficial Owner of the 2026 Bonds may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause or compel the Authority or the Trustee, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Authority or the Trustee to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 12. Duties, Immunities and Liabilities of Trustee and Dissemination Agent. Article VIII of the Master Indenture is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Indenture and the Trustee and Dissemination Agent shall be entitled to the protections and limitations from liability afforded the Trustee thereunder. The Dissemination Agent and Trustee shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Authority agrees to indemnify and save the Dissemination Agent and Trustee, their officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities, costs and expenses (including attorneys fees) due to the Dissemination Agent's or Trustee's respective fraud, violation of law, whether willful or negligent, negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Authority for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent and the Trustee shall have no duty or obligation to review any information provided to them hereunder and shall not be deemed to be acting in any fiduciary capacity for the Authority, the Holders, or any other party. The Dissemination Agent shall have no duty to prepare any information report nor shall the Dissemination Agent be responsible for filing any report not provided to it by the Authority in a timely manner and in a form suitable for filing. The obligations of the Authority under this Section shall survive resignation or removal of the Dissemination Agent and payment of the 2026 Bonds.

SECTION 13. Notices. Any notices or communications to or among any of the parties to this Disclosure Agreement may be given as follows:

To the Authority: Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, California 91505
Attention: Executive Director

To the Trustee and Dissemination Agent: The Bank of New York Mellon Trust Company, N.A.
333 South Hope Street, Suite 2525
Los Angeles, California 90071
Attention: Corporate Trust Department

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

SECTION 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Authority, the Trustee, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the 2026 Bonds, and shall create no rights in any other person or entity.

SECTION 15. Electronic Signatures. Each of the parties hereto agrees that the transaction consisting of this Disclosure Agreement may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Disclosure Agreement using an electronic signature, it is signing, adopting, and accepting this Disclosure Agreement and that signing this Disclosure Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Disclosure Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Disclosure Agreement in a usable format.

SECTION 16. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

BURBANK-GLENDALE-PASADENA AIRPORT
AUTHORITY

By: _____
Authorized Authority Representative

THE BANK OF NEW YORK MELLON TRUST COMPANY,
N.A., as Trustee and Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Burbank-Glendale-Pasadena Airport Authority

Name of Bond Issue: Burbank-Glendale-Pasadena Airport Authority Senior Airport Revenue Bonds,
2026 Series A (Non-AMT)
Burbank-Glendale-Pasadena Airport Authority Senior Airport Revenue Bonds,
2026 Series B (AMT)
Burbank-Glendale-Pasadena Airport Authority Senior Airport Revenue Bonds,
2026 Series C (Taxable)

Date of Issuance: May __, 2026

NOTICE IS HEREBY GIVEN that the Authority has not provided an Annual Report with respect to the above-named Bonds as required by Section 4 of the Continuing Disclosure Agreement, dated as of May 1, 2026, between the Authority and the Trustee. [The Authority anticipates that the Annual Report will be filed by _____.]

Dated:

THE BANK OF NEW YORK MELLON TRUST COMPANY,
N.A., as Trustee

cc: Authority

\$ _____
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AIRPORT SENIOR REVENUE BONDS

\$ _____
2026 Series A
(NON-AMT)

\$ _____
2026 Series B
(AMT)

\$ _____
2026 Series C
(Taxable)

BOND PURCHASE AGREEMENT

_____, 2026

Burbank-Glendale-Pasadena Airport Authority
2627 North Hollywood Way
Burbank, California 91505

Ladies and Gentlemen

BofA Securities, Inc., on behalf of itself and as representative (the “Representative”) of the underwriters listed on the signature page hereof (collectively with the Representative, the “Underwriters”), hereby offers to enter into this Bond Purchase Agreement with the Burbank-Glendale-Pasadena Airport Authority (the “Issuer”) for the purchase by the Underwriters and the sale by the Issuer of the Burbank-Glendale-Pasadena Airport Authority Airport Senior Revenue Bonds, 2026 Series A (Non-AMT), 2026 Series B (AMT) and 2026 Series C (Taxable) specified below. This offer is made subject to acceptance thereof by the Issuer prior to 5:00 p.m., prevailing time in Los Angeles, California, on the date hereof, and, upon such acceptance, evidenced by the signature of a duly authorized officer of the Issuer in the space provided below and delivery of the Issuer’s signed acceptance to the Representative, this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer and the Underwriters. The Underwriters may withdraw this Bond Purchase Agreement upon written notice delivered by the Representative to the Executive Director of the Issuer at any time before the Issuer accepts this Bond Purchase Agreement.

Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Official Statement (hereinafter defined).

A. Purchase Price. Upon the terms and conditions and upon the basis of the representations and warranties herein set forth, the Underwriters hereby agree to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriters all (but not less than all) of the Burbank-Glendale-Pasadena Airport Authority Airport Senior Revenue Bonds, 2026 Series A (Non-AMT) in the principal amount of \$ _____ (the “2026A Bonds”), 2026 Series B (AMT) in the principal amount of \$ _____ (the “2026B Bonds” and, together with the 2026A Bonds, the “Tax-Exempt Bonds”) and 2026 Series C (Taxable) in the principal amount of \$ _____ (the “2026C Bonds” and, together with the Tax-Exempt Bonds, the “2026 Bonds”), at an aggregate purchase price of \$ _____ (the “Purchase Price”; which is equal to the sum of (i) the purchase price of the 2026A Bonds, representing the aggregate principal amount of the 2026A Bonds, less underwriters’ discount of \$ _____, less original issue discount of \$ _____ plus (ii) the purchase price of the 2026B Bonds representing the aggregate principal amount of the 2026B Bonds,

less underwriters' discount of \$ _____ plus net original issue premium of \$ _____ plus (iii) the purchase price of the 2026C Bonds representing the aggregate principal amount of the 2026C Bonds, less underwriters' discount of \$ _____). The Bonds shall be dated the date of original issuance thereof, shall mature on the dates (subject to prior redemption as described in Exhibit A) and shall bear interest (from the date of original issuance) at the rates set forth in Exhibit A hereto, and shall be payable at the times and in the manner, and shall otherwise have the terms and provisions, set forth in the Indenture.

The Issuer acknowledges and agrees that: (i) the Underwriters are not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act, as amended, (ii) the primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Issuer and the Underwriters and the Underwriters have financial and other interests that differ from those of the Issuer; (iii) the Underwriters are acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to the Issuer and have not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Issuer on other matters); (iv) the only obligations the Underwriters have to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement; and (v) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

B. Delivery of and Payment for the 2026 Bonds.

(1) At or prior to 9:00 a.m., prevailing time in Los Angeles, California, on _____, 2026, or at such other time or date as shall have been mutually agreed upon by the Issuer and the Representative (the "Closing Date"), the Issuer will deliver the 2026 Bonds, or cause the 2026 Bonds to be delivered as described in Section B.3 hereof, in definitive form, duly executed and authenticated by the Trustee, together with the other documents hereinafter mentioned, and, subject to the conditions contained herein, the Underwriters will accept such delivery and pay the Purchase Price, by wire transfer, payable to the order of the Trustee or its designee.

(2) The Issuer and the Underwriters agree that there shall be a preliminary closing held virtually by electronic distribution of documents by Orrick, Herrington and Sutcliffe LLP ("Bond Counsel"), commencing at least one day prior to the Closing Date (as described herein), or at such other time or place as the Issuer and the Representative shall agree.

(3) Delivery of the definitive 2026 Bonds shall be made at the principal corporate trust office of the Trustee in Los Angeles California, as the authorized agent for The Depository Trust Company ("DTC"), or at such other location as may be designated by the Representative at least two business days prior to the Closing Date. Payment of the Purchase Price for the 2026 Bonds shall be made as set forth in Section B.1 hereof and delivery of the other documents shall be made at the aforementioned offices of Bond Counsel. Such payment and the related delivery is herein called the "Closing" and the date of the closing is herein called the "Closing Date." The 2026 Bonds will be delivered as fully-registered bonds, bearing CUSIP numbers supplied by the Representative, and registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the 2026 Bonds.

(4) After execution by the Issuer and authentication by the Trustee, the 2026 Bonds shall be held in safe custody at DTC or by the Trustee as authorized agent for DTC. The Trustee shall release or authorize the release of the 2026 Bonds from safe custody at the Closing upon receipt of payment for the 2026 Bonds as aforesaid.

C. Official Statement.

(1) The Issuer hereby consents to and confirms the prior use by the Underwriters of the Preliminary Official Statement (in printed or electronic form) dated _____, 2026 (the “Preliminary Official Statement”), in connection with the public offering of the 2026 Bonds by the Underwriters, and further confirms the authority of the Underwriters to use, and consents to the use of, a final Official Statement (in printed or electronic form) with respect to the 2026 Bonds, to be dated the date hereof, and any amendments or supplements thereto that shall be approved by the Issuer (as so amended and supplemented, the “Official Statement”) in connection with the public offering and sale of the 2026 Bonds. The Issuer hereby represents and warrants that the Preliminary Official Statement previously furnished to the Underwriters was “deemed final” by the Issuer as of its date for purposes of Rule 15c2-12 (“Rule 15c2-12”) promulgated by the Securities and Exchange Commission of the United States (the “SEC”) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), except for the omission of such information as is permitted by Rule-15c2-12.

(2) The Issuer shall provide, or cause to be provided, to the Underwriters within seven business days after the date of this Agreement or three business days prior to the Closing Date, whichever comes first, an electronic form of a final Official Statement to permit the Underwriters to comply with Rule 15c2-12, and other applicable rules of the SEC and the Municipal Securities Rulemaking Board (the “MSRB”).

(3) The Issuer hereby authorizes the Representative to file, and the Representative hereby agrees to file, the Official Statement with the MSRB, through its EMMA system, as soon as practicable following receipt thereof.

D. Amendments to Official Statement. The Issuer shall promptly notify the Representative in writing if, during the Update Period (as defined in Section H(3) hereof), any event shall occur, or information shall come to the attention of the Issuer that would cause the Official Statement (as previously supplemented or amended) to contain, any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and if in the opinion of the Representative such event requires the preparation and distribution of a supplement or amendment to the Official Statement, to prepare and furnish to the Underwriters, at Issuer’s expense, such number of copies of a supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the Issuer and the Representative, as the Underwriters may reasonably request.

E. Public Offering and Establishment of Issue Price.

(1) Public Offering. Except as otherwise disclosed and agreed to by the Issuer, the Underwriters agree to make an initial public offering of the 2026 Bonds at the initial public offering price or prices set forth on the inside cover page of the Official Statement and in Exhibit A; provided, however, that the Underwriters reserve the right to change such initial public offering prices as the Underwriters deem necessary or desirable, in their sole discretion, in connection with the marketing of the 2026 Bonds, and to sell the 2026 Bonds to certain dealers (including dealers depositing the 2026

Bonds into investment trusts) and others at prices lower than the initial offering prices set forth in the Official Statement; subject, in each case, to the provisions of Section E.2 hereof.

(2) Establishment of Issue Price.

(a) The Representative, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of the Tax-Exempt Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, substantially in the form attached hereto as Exhibit E, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Representative, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Tax-Exempt Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Tax-Exempt Bonds may be taken on behalf of the Issuer by the Issuer’s municipal advisor, Public Resources Advisory Group (the “Municipal Advisor”), and any notice or report to be provided to the Issuer may be provided to the Issuer’s municipal advisor.

(b) The Issuer represents that it will treat the first price at which 10% of each maturity of the Tax-Exempt Bonds (the “10% Test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% Test).

(c) The Representative confirms that the Underwriters have offered the Tax-Exempt Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. As shown in Exhibit A, each maturity of the Tax-Exempt Bonds meets the 10% Test.

(d) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Tax-Exempt Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Tax-Exempt Bonds of each maturity allocated to it until either all Tax-Exempt Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% Test has been satisfied as to the Tax-Exempt Bonds of that maturity and (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(B) to promptly notify the Representative of any sales of Tax-Exempt Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Tax-Exempt Bonds to the public (each such term being used as defined below),

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters and any selling group agreement relating to the initial sale of the Tax-Exempt Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Tax-Exempt Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Tax-Exempt Bonds of each maturity allocated to it until either all Tax-Exempt Bonds of that maturity allocated to it have been sold or it is notified by the Representative or such Underwriter that the 10% Test has been satisfied as to the Tax-Exempt Bonds of that maturity and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or the Underwriter and as set forth in the related pricing wires.

The Issuer acknowledges that, in making the representations set forth in this section, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the Tax-Exempt Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Tax-Exempt Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Tax-Exempt Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Tax-Exempt Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Tax-Exempt Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Tax-Exempt Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Tax-Exempt Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement to comply with its agreement to comply with the requirements for establishing issue price of the Tax-Exempt Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Tax-Exempt Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Tax-Exempt Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Tax-Exempt Bonds.

(e) The Underwriters acknowledge that sales of any Tax-Exempt Bonds to any person that is a related party to an underwriter participating in the initial sale of the Tax-Exempt Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party to an underwriter,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Tax-Exempt Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Tax-Exempt Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Tax-Exempt Bonds to the public),

(iii) a purchaser of any of the Tax-Exempt Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

F. End of Underwriting Period.

(1) For purposes of this Bond Purchase Agreement, the “End of the Underwriting Period” shall mean the earlier of the Closing Date, unless the Issuer has been notified to the contrary by the Representative on or prior to the Closing Date, or the date on which the “end of the underwriting period” for the 2026 Bonds has occurred under Rule 15c2-12. In the event that the Representative notifies the Issuer that the “End of the Underwriting Period will not occur on the Closing Date, the Representative shall notify the Issuer of the date on which the “end of the underwriting period” for the 2026 Bonds has occurred under Rule 15c2-12.

(2) The Representative shall provide to the Issuer upon request such information as may be reasonably required by the Issuer in order to determine whether the “end of the underwriting period” for the 2026 Bonds has occurred under Rule 15c2-12 with respect to the unsold balance of the 2026 Bonds that are held by the Underwriters for sale to the public within the meaning of Rule 15c2-12.

G. Plan of Financing.

(1) The 2026 Bonds shall be as described in, and shall be issued under and secured pursuant to the provisions of the Amended and Restated Master Indenture of Trust, dated as of May 1, 2024 (the “Master Indenture”), between the Issuer and The Bank of New York Mellon Trust Company, N.A., as Trustee (the “Trustee”), as supplemented by the Sixth Supplemental Indenture of Trust, dated as of May 1, 2026, (the “Sixth Supplemental Indenture” and together with the Master Indenture, as supplemented, the “Indenture”), by and between the Issuer and the Trustee, substantially in the forms delivered to the Representative, with only such changes therein as shall be mutually agreed upon between the Issuer and the Representative prior to Closing.

(2) The 2026 Bonds are being issued to (i) finance a portion of the remaining costs of the Terminal Relocation Project at Bob Hope Airport (commonly known as Hollywood Burbank Airport), located in Los Angeles County, California, (ii) defease \$ _____ principal amount of outstanding

Commercial Paper Notes, which were issued to provide interim financing for the Terminal Relocation Project costs; (iii) pay interest to accrue on the 2026 Bonds to and including [April 1, 2027], (iv) [purchase a debt service reserve surety policy to be credited to the Senior Debt Service Reserve Fund], (v) [purchase a municipal bond insurance policy to guarantee payment of the principal of and interest on certain 2026 Bonds], and (vi) pay costs of issuance of the 2026 Bonds

(3) The 2026A Bonds maturing on July 1, 20__, the 2026B Bonds maturing on July 1 in the years 20__, 20__, 20__, 20__, and the 2026C Bonds maturing on July 1, 20__ (collectively, the “Insured Bonds”) shall be insured under a municipal bond insurance policy (the “Insurance Policy”) from Assured Guaranty Municipal Corp. (the “Insurer”). In addition, the Insurer shall provide a municipal bond reserve policy (the “2026 Reserve Guaranty”) which shall be deposited into the Senior Debt Service Reserve Fund.

H. Representations and Warranties of the Issuer. The Issuer hereby agrees with, and makes the following representations and warranties to the Underwriters, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

(1) The Issuer is a joint exercise of powers agency and public entity duly created and existing under the laws of the State of California (the “State”), and has, and at the Closing Date will have, full legal right, power, and authority to adopt its Resolution No. ___ adopted on ____, 2026 (the “Resolution”), to enter into this Bond Purchase Agreement, to execute and deliver the Sixth Supplemental Indenture, and the Continuing Disclosure Agreement between the Issuer and the Trustee, dated as of ____ 1, 2026, a substantially final form of which is attached to the Preliminary Official Statement (the “Continuing Disclosure Agreement”), to issue, sell, and deliver the 2026 Bonds as provided herein, and to carry out and to consummate the transactions contemplated by this Bond Purchase Agreement, the Indenture, the Continuing Disclosure Agreement, and the Official Statement.

(2) The Preliminary Official Statement as of its date and as of the date hereof (excluding any information relating to DTC or the book entry system, or the Insurer, and information in the Official Statement under the heading “BOND INSURANCE,” as to which no view need be expressed, and excluding information permitted to be omitted therefrom pursuant to Rule 15c2-12) did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(3) On and as of the date hereof and, unless an event of the nature described in Section D hereof subsequently occurs, at all times during the period from the date hereof to and including the date which is 25 days following the End of the Underwriting Period (the “Update Period”), the information in the Official Statement (excluding any information relating to DTC or the book entry system, or the Insurer, and information in the Official Statement under the heading “BOND INSURANCE,” as to which no view need be expressed) does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(4) By official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized and approved the distribution of the Preliminary Official Statement and the execution, delivery, and distribution of the Official Statement, and has duly

authorized and approved the issuance and sale of the 2026 Bonds upon the terms set forth herein and in the Indenture and the Official Statement, and the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in, the 2026 Bonds, the Indenture, the Continuing Disclosure Agreement, and this Bond Purchase Agreement.

(5) Except as disclosed in the Official Statement, the Issuer is not, in any material respect, in breach of or in default under the Joint Exercise of Powers Act, California Government Code §§ 6500 et seq. (the “Act”), or any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, note, resolution, agreement, or other instrument to which the Issuer is a party or is otherwise subject, or by which it or its properties may be bound, and the issuance and sale of the 2026 Bonds upon the terms set forth herein and in the Indenture and the Official Statement, and the execution and delivery by the Issuer of the Continuing Disclosure Agreement, and this Bond Purchase Agreement, and its compliance with the provisions of each thereof, will not, in any material respect, conflict with or constitute a material breach of or material default under the Act, or any other law, administrative regulation, judgment, decree, indenture, loan agreement, note, resolution, agreement, or other instrument to which the Issuer is a party or is otherwise subject. As used in this Bond Purchase Agreement, the term “material” shall be limited to matters having a material adverse effect on the operations or financial condition of the Issuer.

(6) All approvals, consents, and orders of any governmental authority, board, agency, or commission having jurisdiction that would constitute a condition precedent to the performance by the Issuer of its obligations hereunder, the issuance of the 2026 Bonds, and the execution and delivery and performance by the Issuer of the Indenture and the Continuing Disclosure Agreement, have been obtained or will be obtained prior to the Closing, except for such approvals, consents, and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the 2026 Bonds.

(7) The 2026 Bonds, when issued, authenticated, and delivered in accordance with the Indenture and sold to the Underwriters as provided herein, will be the legal, valid, and binding obligations of the Issuer, issued in conformity with and entitled to the benefit and security of the Indenture.

(8) The terms and provisions of the Indenture will comply in all respects with the requirements of the Act and, when duly authorized, executed and delivered by the parties thereto, the Indenture, and the Continuing Disclosure Agreement will constitute the legal, valid, and binding obligations of the Issuer enforceable in accordance with their terms except as the same may be limited by (i) bankruptcy, insolvency, reorganization, and other laws affecting creditors’ rights generally from time to time in effect, (ii) the enforcement of rights of acceleration, indemnity, and contribution, (iii) equitable principles that may limit the availability of equitable remedies, and (iv) the exercise of judicial discretion.

(9) Except as disclosed in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending and served on the Issuer or, to the knowledge of the Issuer, threatened against the Issuer, affecting the existence of the Issuer or the title of any of its officers to their respective offices or seeking to prohibit, restrain, or enjoin the issuance, sale, or delivery of the 2026 Bonds or the collection of the revenues or assets of

the Issuer pledged or to be pledged to pay the principal of and interest on the 2026 Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the 2026 Bonds, the Indenture, the Continuing Disclosure Agreement, this Bond Purchase Agreement, the Existing AUAs or New AUAs, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, or contesting the power or authority of the Issuer to issue the 2026 Bonds or to execute and deliver the Indenture, the Continuing Disclosure Agreement, this Bond Purchase Agreement, the Existing AUAs or New AUAs, or wherein an unfavorable decision, ruling, or finding would materially adversely affect the validity or enforceability of the 2026 Bonds, the Indenture, the Continuing Disclosure Agreement, this Bond Purchase Agreement, the Existing AUAs or New AUAs.

(10) The proceeds received from the sale of the 2026 Bonds shall be used in accordance with the Act and the Indenture and described in the Official Statement.

(11) The Issuer has reviewed the Report of the Airport Consultant prepared by Ricondo & Associates, Inc. (the "Airport Consultant"), dated _____, 2026 (the "Airport Consultant Report"), which is attached to the Preliminary Official Statement and will be attached to the Official Statement as Appendix A. The Issuer believes that the assumptions of the Airport Consultant set forth in the Airport Consultant Report are reasonable.

(12) Any certificate signed by an authorized officer of the Issuer and delivered to the Underwriters shall be deemed a representation and warranty of the Issuer to the Underwriters as to the statements made therein.

(13) Except as described in the Preliminary Official Statement and the Official Statement, the Issuer has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.

I. Covenants of the Issuer. The Issuer hereby covenants with the Underwriters that:

(1) Prior to the End of the Underwriting Period, the Issuer shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written approval of the Representative, which approval shall not be unreasonably withheld.

(2) Prior to the Closing Date, the Issuer shall not amend, terminate, or rescind, and will not agree to any amendment, termination, or rescission of, the Resolution, the Indenture, the Continuing Disclosure Agreement, or this Bond Purchase Agreement without the prior written consent of the Representative.

(3) Except as described in the Preliminary Official Statement and the Official Statement with respect to the Commercial Paper Notes, prior to the Closing Date, the Issuer shall not create, assume, or guarantee any indebtedness payable from, or pledge or otherwise encumber, the revenues or funds that will be pledged pursuant to the Indenture.

(4) The Issuer will undertake, pursuant to the Indenture and the Continuing Disclosure Agreement, to provide annual reports and notices of certain events in compliance

with Rule 15c2-12. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

J. Certain Conditions to Underwriters' Obligations. The Underwriters have entered into this Bond Purchase Agreement in reliance upon the representations, warranties, and agreements of the Issuer contained herein and upon the accuracy of the statements to be contained in the documents and instruments to be delivered at the Closing. Accordingly, the Underwriters' obligations under this Bond Purchase Agreement to purchase, accept delivery of, and pay for the 2026 Bonds are subject to the performance by the Issuer of its obligations hereunder required to be performed at or prior to the Closing Date, and to the following additional conditions precedent:

(1) On the Closing Date, the representations and warranties of the Issuer contained herein shall be true and correct in all material respects as if made on and as of the Closing Date; the Official Statement shall have been executed and delivered by the Issuer; the Indenture and the Continuing Disclosure Agreement shall have been duly executed and delivered by the appropriate parties thereto, shall be in full force and effect, and shall not have been materially amended, modified, or supplemented from the forms thereof previously delivered to the Representative; and the Issuer shall have adopted and there shall be in full force and effect such resolutions as, in the opinion of Bond Counsel and counsel for the Underwriters', shall be necessary in connection with the transactions contemplated hereby;

(2) The Underwriters shall have the right to cancel their obligations to purchase the 2026 Bonds if between the date hereof and the Closing:

(a) legislation shall be introduced in, enacted by, reported out of committee, or recommended for passage by the State of California, either House of the Congress, or recommended to the Congress or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation is proposed for consideration by either such committee by any member thereof or presented as an option for consideration by either such committee by the staff or such committee or by the staff of the Joint Committee on Taxation of the Congress of the United States, or a bill to amend the Code (which, if enacted, would be effective as of a date prior to the Closing) shall be filed in either House, or a decision by a court of competent jurisdiction shall be rendered, or a regulation or filing shall be issued or proposed by or on behalf of the Department of the Treasury or the Internal Revenue Service of the United States, or other agency of the federal government, or a release or official statement shall be issued by the President, the Department of the Treasury or the Internal Revenue Service of the United States, in any such case with respect to or affecting (directly or indirectly) the taxation of interest received on obligations of the general character of the 2026 Bonds which, in the reasonable judgment of the Representative, materially adversely affects the market for the 2026 Bonds or the sale, at the contemplated offering prices (or yields), by the Underwriters of the 2026 Bonds; or

(b) there shall exist any event or circumstance that in the Representative's reasonable judgment either makes untrue or incorrect in any material respect any

statement or information in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make any statement of material fact therein not misleading in any material respect; or

(c) there shall have occurred (1) an outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war; or (2) the occurrence of any other physical or political calamity or crisis in the United States or elsewhere, if the effect of any such event specified in clause (1) or (2), in the Representative's reasonable judgment, materially adversely affects the market for the 2026 Bonds, or the market price generally of obligations of the general character of the 2026 Bonds, or the ability of the Underwriters to enforce contracts for the sale of the 2026 Bonds; or

(d) there shall be in force a general suspension of trading on the New York Stock Exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange, whether by virtue of determination by that Exchange or by order of the SEC or any other governmental authority having jurisdiction that, in the Representative's reasonable judgment, materially adversely affects the market for the 2026 Bonds or the ability of the Underwriters to enforce contracts for the sale of the 2026 Bonds; or

(e) a general banking moratorium shall have been declared by federal or state authorities having jurisdiction and be in force that, in the Representative's reasonable judgment, materially adversely affects the market for the 2026 Bonds or the ability of the Underwriters to enforce contracts for the sale of the 2026 Bonds; or

(f) legislation shall be enacted or be proposed or actively considered for enactment, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation, or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that the 2026 Bonds or any comparable securities of the Issuer, any obligations of the general character of the 2026 Bonds are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or the Indenture is not exempt from the qualification requirements of the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

(g) there shall have been any material adverse change in the affairs of the Issuer that in the Representative's reasonable judgment will materially adversely affect the market for the 2026 Bonds or the ability of the Underwriters to enforce contracts for the sale of the 2026 Bonds; or

(h) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, underwriters established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(i) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering, or sale of the 2026 Bonds, or any document relating to the issuance, offering or sale of the 2026 Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act, and the Trust Indenture Act; or

(j) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the Issuer or proceedings under the bankruptcy laws of the United States or of the State shall have been instituted by the Issuer, in either case the effect of which, in the reasonable judgment of the Representative, is such as to materially and adversely affect the marketability of the 2026 Bonds or the ability of the Underwriters to enforce contracts of the sale of the 2026 Bonds; or

(k) After the date hereof, (i) Moody's Investors Service, Inc. ("Moody's"), S&P Global Ratings ("S&P"), or Fitch Ratings ("Fitch") shall downgrade or suspend any rating (without regard to credit enhancement) of any debt securities issued by the Issuer, or (ii) there shall be any official statement as to a possible downgrading (such as being placed on "credit watch" or "negative outlook" or any similar qualification) of any rating by Moody's, S&P or Fitch of any debt securities issued by the Issuer, including the 2026 Bonds.

(3) At or prior to the Closing, the Representative shall receive the following:

(a) the unqualified approving opinion of Bond Counsel, addressed to the Issuer and the Underwriters (or accompanied by a reliance letter addressed to the Underwriters), dated the Closing Date and in substantially the form attached as Appendix F to the Preliminary Official Statement, with only such changes thereto as are satisfactory to the Representative;

(b) a supplemental opinion of Bond Counsel, addressed to the Representative, dated the Closing Date, in substantially the form attached hereto as Exhibit B, and a reliance letter from Bond Counsel, addressed to the Issuer, authorizing the Issuer to rely on the supplemental opinion;

(c) Reserved;

(d) the opinion of counsel to the Issuer, addressed to the Underwriters and the Issuer, dated the Closing Date, in substantially the form attached hereto as Exhibit D;

(e) an opinion of counsel to the Trustee, addressed to the Underwriters and the Issuer, in form and substance satisfactory to the Representative and Bond Counsel;

(f) An opinion of Stradling Yocca Carlson & Rauth LLP, addressed to the Underwriters, in form and substance satisfactory to the Representative;

(g) a certificate dated the Closing Date by the Executive Director of the Issuer to the effect that: the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; and the Issuer has complied with all agreements hereunder and satisfied all the conditions hereunder on its part to be performed or satisfied at or prior to the Closing.

(h) the Tax Certificate, executed by a duly authorized officer of the Issuer in form and substance satisfactory to the Representative and Bond Counsel;

(i) a certificate of an officer of the Trustee, acceptable to the Representative, dated the Closing Date, to the effect that the Indenture has been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery thereof by the Issuer, constitutes a valid and binding agreement of the Trustee enforceable against the Trustee in accordance with its terms, and the 2026 Bonds have been authenticated in accordance with the Indenture by duly authorized officers or signatories of the Trustee; and an incumbency certificate of the Trustee, in form and content acceptable to the Representative and Bond Counsel, dated the Closing Date, with respect to the officers or other signatories of the Trustee who have executed, authenticated and delivered the 2026 Bonds, and executed and delivered the Indenture and all other financing documents to be signed by the Trustee;

(j) letters from Moody's Investors Service, Standard & Poor's Rating Services, and Fitch Ratings Inc., rating the 2026 Bonds "[[A2 (Stable)]]," "[[A (Stable)]]" and "[[A- (Stable)]]", respectively, which ratings shall be in effect on the Closing Date;

(k) executed counterparts of the Indenture and the Continuing Disclosure Agreement, executed by the parties thereto, and specimens of the 2026 Bonds;

(l) the Official Statement, executed on behalf of the Issuer by a duly authorized officer thereof;

(m) Reserved;

(n) An executed copy of the Airport Consultant Report;

(o) a certificate of the Airport Consultant dated the date of the Closing, addressed to the Issuer and the Underwriters, in form and substance acceptable to the Representative, (i) certifying as to the accuracy of (A) the information contained in APPENDIX A—"AIRPORT CONSULTANT REPORT" attached to the Official Statement, and the information in the Official Statement under the captions "INTRODUCTION—Airport Consultant's Report" and "AIRPORT CONSULTANT REPORT—Projected Net Revenues and Debt Service Coverage," (ii) consenting to the inclusion of such firm's Airport Consultant Report in the Preliminary Official Statement and the Official Statement, and (iii) stating that, to the best of such firm's knowledge, but without having conducted any investigation with respect thereto, nothing has come to such firm's attention between the date of such report and the date

hereof which would materially alter any of the conclusions set forth in the Airport Consultant Report;

- (p) an executed copy of the Insurance Policy;
- (q) an executed copy of the 2026 Reserve Guaranty;
- (r) an opinion of counsel to the Insurer, addressed to the Issuer and the Underwriters, in form and substance satisfactory to the Issuer and the Representative;
- (s) a certificate of the Insurer;
- (t) an Information Return for Tax-Exempt Bond Issues (the Internal Revenue Service Form 8038-G and 8038), in a form satisfactory to Bond Counsel for filing, executed by a duly authorized officer of the Issuer; and
- (u) copies of the resolution of the Issuer authorizing the execution and delivery of the 2026 Bonds, the Sixth Supplemental Indenture, the Continuing Disclosure Agreement, and this Bond Purchase Agreement, certified as of the Closing Date as being true and correct, and in full force and effect, by the Secretary or Assistant Secretary of the Issuer.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters contained in this Bond Purchase Agreement, or if the obligations of the Underwriters shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriters nor the Issuer shall have any further obligations hereunder, except as provided in Section K hereof. However, the Representative may in its sole discretion waive one or more of the conditions imposed by this Bond Purchase Agreement for the protection of the Underwriters and proceed with the Closing.

K. Payment of Expenses.

(1) The Underwriters shall be under no obligation to pay, and the Issuer shall pay from available funds or direct the Trustee under the Indenture to pay from the proceeds of the 2026 Bonds (to the extent permitted under applicable law) or from other funds of the Issuer, certain expenses set forth in this Section that are incidental to the performance of the Issuer's obligations hereunder, including but not limited to: all expenses in connection with the printing of the Preliminary Official Statement, the Official Statement, and any amendment or supplement to either thereof; all expenses in connection with the printing, issuance, and delivery of the 2026 Bonds; the fees and disbursement of Bond Counsel, Disclosure Counsel, Issuer's Counsel, the Airport Consultant and auditors; the fees and disbursements of the Trustee, and its counsel; all expenses in connection with obtaining ratings for the 2026 Bonds; all expenses of the Issuer in connection with the preparation, printing, execution, and delivery of the Indenture, the Continuing Disclosure Agreement, and this Bond Purchase Agreement; the Issuer's administrative fees; and all other expenses and costs of the Issuer incident to its obligations in connection with the authorization, issuance, sale, and delivery of the 2026 Bonds, including meals, transportation and lodging of employees of the Issuer in connection with the foregoing.

(2) The Underwriters shall pay fees of the California Debt and Investment Advisory Commission, CUSIP subscription and DTC fees, the fees of Lumesis, Inc. for a continuing disclosure undertaking compliance review, the costs of qualifying the 2026 Bonds for sale in various states chosen by the Underwriters, all advertising expenses in connection with the public offering of the 2026 Bonds, and all other expenses incurred by the Underwriters in connection with the public offering and distribution of the 2026 Bonds, including the fees and disbursements of their counsel. The Underwriters are required to pay fees to the California Debt and Investment Advisor Commission in connection with the sale of the 2026 Bonds. Notwithstanding that such fees are solely the legal obligation of the Underwriters, the Issuer agrees to reimburse the Underwriters for such fees through inclusion in the underwriters' discount.

L. Blue Sky Qualification. The Issuer agrees to cooperate with the Underwriters and their counsel in qualifying the 2026 Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriters may request; provided that the Issuer shall not be required to qualify as a foreign corporation in, or submit to the general jurisdiction of, any state other than the State. The Issuer consents to the use of the Preliminary Official Statement and the Official Statement by the Underwriters in obtaining such qualification.

M. Notices. All notices provided for in this Bond Purchase Agreement shall be made in writing either by actual delivery of the notice into the hands of the parties entitled thereto, by confirmed facsimile transmission, or by sending the notice by air courier or mailing by certified or registered mail, return receipt requested, in the United States mail to the address as stated below (or at such other address as may have been designated by written notice) of the party entitled thereto. The notice shall be deemed to be received in case of actual delivery on the date of its actual receipt by the party entitled thereto, in case of delivery by facsimile, on the date receipt is confirmed if receipt is confirmed by 5:00 p.m. prevailing California time on a business day or, if not so confirmed, on the next succeeding business day of the recipient, in case of delivery by air courier on the date of delivery, and in case of mailing on the date of receipt.

All communications hereunder, except as herein otherwise specifically provided, shall be in writing and mailed or delivered to the Issuer at the address set forth above, Attention: Executive Director, and to the Representative at the following address:

BofA Securities, Inc.
One Bryant Park, 12th Floor
New York, NY 10036
Attention: Robert Demichiel

N. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict any laws principles.

O. Miscellaneous. This Bond Purchase Agreement is made solely for the benefit of the signatories hereto (including the successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. The term "successor" shall not include any holder of any 2026 Bonds merely by virtue of such holding. All representations, warranties, and agreements contained in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of delivery of and payment for the 2026 Bonds.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

P. Counterparts. This Bond Purchase Agreement may be executed in counterparts with the same force and effect as if all signatures appeared on a single instrument but all such counterparts shall constitute but one and the same agreement.

Very truly yours,

BofA Securities, Inc.
[OTHER UNDERWRITERS]

By: BofA Securities, Inc.,
as Representative

By: _____
Authorized Representative

ACCEPTED:

Burbank-Glendale-Pasadena Airport Authority

By: _____
Authorized Issuer Representative

EXHIBIT A

MATURITY SCHEDULE

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AIRPORT SENIOR REVENUE BONDS**

**\$
2026 SERIES A
(NON-AMT)**

\$34,680,000 Serial Bonds due as shown below

<i>Maturity (July 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>	<i>10% Test Used</i>	<i>Hold-the- Offering- Price Maturities</i>
	\$	____%	%			

¹ Insured Bond.

**\$642,420,000
2026 SERIES B
(AMT)**

\$297,925,000 Serial Bonds due as shown below

<i>Maturity (July 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>	<i>10% Test Used</i>	<i>Hold-the- Offering- Price Maturities</i>
------------------------------	-----------------------------	--------------------------	--------------	--------------	--------------------------	---

¹ Insured Bond.

^C Priced to optional redemption date of July 1, 2034 at par.

\$ _____ % 2026B Term Bonds due July 1, 20__ , Yield _____%, Price _____^C

^I Insured Bond.

^C Priced to optional redemption date of July 1, 20__ at par.

\$ _____
2026 SERIES C
(Taxable)

\$ _____ Serial Bonds due as shown below

<i>Maturity (July 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>
-------------------------------------	------------------------------------	---------------------------------	---------------------	---------------------

^I Insured Bond.

REDEMPTION PROVISIONS

Optional Redemption of the 2026 Bonds. The 2026A Bonds maturing on and after July 1, 20__, will be subject to redemption prior to maturity at the option of the Issuer and from any source of funds, in whole or in part (in such amounts as are specified by the Issuer) on any date on and after July 1, 20__ at a Redemption Price equal to the principal amount of the 2026A Bonds to be redeemed, plus unpaid accrued interest thereon to the date fixed for redemption, without premium.

The 2026B Bonds maturing on and after July 1, 20__, will be subject to redemption prior to maturity at the option of the Issuer and from any source of funds, in whole or in part (in such amounts as are specified by the Issuer) on any date on and after July 1, 20__ at a Redemption Price equal to the principal amount of the 2026B Bonds to be redeemed, plus unpaid accrued interest thereon to the date fixed for redemption, without premium.

Mandatory Redemption of the 2026 Bonds. The 2026B Bonds maturing on July 1, 20__ and bearing interest at _____% per annum are subject to mandatory sinking fund redemption prior to their stated maturity, in part by lot, at a Redemption Price equal to the principal amount of such 2026A Bonds to be redeemed, without premium, on each July 1 commencing July 1, 20__, in the following principal amounts which are the Sinking Fund Installments for such 2026B Bonds:

2026B Bonds Maturing July 1, 20__ (____%)

<i>Year (July 1)</i>	<i>Principal Amount</i>
--------------------------	-----------------------------

† Maturity Date.

The 2026B Bonds maturing on July 1, 20__ and bearing interest at ____% per annum are subject to mandatory sinking fund redemption prior to their stated maturity, in part by lot, at a Redemption Price equal to the principal amount of such 2026B Bonds to be redeemed, without premium, on each July 1 commencing July 1, 20--, in the following principal amounts which are the Sinking Fund Installments for such 2026B Bonds:

2026B Bonds Maturing July 1, 20__ (____%)

<i>Year (July 1)</i>	<i>Principal Amount</i>
--------------------------	-----------------------------

† Maturity Date.

The 2026B Bonds maturing on July 1, 20__ and bearing interest at ____% per annum are subject to mandatory sinking fund redemption prior to their stated maturity, in part by lot, at a Redemption Price equal to the principal amount of such 2026B Bonds to be redeemed, without premium, on each July 1 commencing July 1, 20__, in the following principal amounts which are the Sinking Fund Installments for such 2026B Bonds:

2026B Bonds Maturing July 1, 20__ (____%)

<i>Year (July 1)</i>	<i>Principal Amount</i>
--------------------------	-----------------------------

† Maturity Date.

The 2026B Bonds maturing on July 1, 20__ and bearing interest at ____% per annum are subject to mandatory sinking fund redemption prior to their stated maturity, in part by lot, at a Redemption Price equal to the principal amount of such 2026B Bonds to be redeemed, without premium, on each July 1 commencing July 1, 20__, in the following principal amounts which are the Sinking Fund Installments for such 2026B Bonds:

2026B Bonds Maturing July 1, 20__ (____%)

<i>Year (July 1)</i>	<i>Principal Amount</i>
--------------------------	-----------------------------

† Maturity Date.

[[2026C Bonds Not Subject to Redemption. The 2026C Bonds are not subject to redemption prior to maturity.]]

EXHIBIT B
FORM OF SUPPLEMENTAL OPINION

_____, 2026

BofA Securities, Inc.,
as Representative of the Underwriters
Los Angeles, California

Burbank-Glendale-Pasadena Airport Authority
Airport Senior Revenue Bonds
2026 Series A (Non-AMT), 2026 Series B (AMT), 2026 Series C (Taxable)
(Supplemental Opinion)

Ladies and Gentlemen:

This letter is provided to you, as Representative of the Underwriters (the “Underwriters”), pursuant to Section J(3)(b) of the Bond Purchase Agreement, dated _____, 2026 (the “Bond Purchase Agreement”), between you and the Burbank-Glendale-Pasadena Airport Authority (the “Authority”) providing for the purchase of \$_____ aggregate principal amount of Burbank-Glendale-Pasadena Airport Authority Airport Senior Revenue Bonds, 2026 Series A (Non-AMT) (the “2026A Bonds”), \$_____ aggregate principal amount of Burbank-Glendale-Pasadena Airport Authority Airport Senior Revenue Bonds, 2026 Series B (AMT) (the “2026B Bonds”) and \$_____ aggregate principal amount of Burbank-Glendale-Pasadena Airport Authority Airport Senior Revenue Bonds, 2026 Series C (Taxable) (the “2026C Bonds” and together with the 2026A Bonds and the 2026B Bonds, the “2026 Bonds”). The 2026 Bonds are being issued pursuant to the Amended and Restated Master Indenture of Trust, dated as of May 1, 2024 (the “Master Indenture”), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), as amended and supplemented, including as amended and supplemented by the Sixth Supplemental Indenture of Trust, dated as of May 1, 2026 (the “Sixth Supplemental Indenture”), by and between the Authority and the Trustee. The Master Indenture as so supplemented is referred to herein as the “Indenture.” Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture or, if not defined in the Indenture, in the Bond Purchase Agreement.

We have delivered our final legal opinion (the “Bond Opinion”) as bond counsel to the Authority concerning the validity of the 2026 Bonds and certain other matters, dated the date hereof and addressed to the Authority. You may rely on such opinion as though the same were addressed to you.

In connection with our role as bond counsel and disclosure counsel to the Authority, we have reviewed the Bond Purchase Agreement, the Indenture, the 2026 Tax Certificate, the 2026 Continuing Disclosure Agreement, certain portions of the posted preliminary official statement of the Authority dated _____, 2026, with respect to the 2026 Bonds (the “Preliminary Official Statement”) and of the posted official statement of the Authority dated _____, 2026, with respect to the 2026 Bonds (the “Official Statement”), opinions of counsel to the Authority and the Trustee, certificates of the Authority, the Trustee and others, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions and conclusions set forth herein.

The opinions and conclusions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions or conclusions may be affected by actions taken or omitted or events occurring after the original delivery of the 2026 Bonds on the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the original delivery of the 2026 Bonds on the date hereof. We have assumed that each document and each signature thereon provided to us is genuine and that each such document has been duly and legally executed by, and constitutes a valid and binding agreement of, each party thereto other than the Authority. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the third paragraph hereof. We have further assumed compliance with all covenants and agreements contained in such documents. In addition, we call attention to the fact that the rights and obligations under the 2026 Bonds, the Indenture, the 2026 Tax Certificate, the 2026 Continuing Disclosure Agreement and the Bond Purchase Agreement and their enforceability may be subject to bankruptcy, insolvency, receivership, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors’ rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against governmental entities such as the Authority in the State of California. We express no opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in the foregoing documents, nor do we express any opinions with respect to the state or quality of title to or interest in any property described in or as subject to the lien of the Indenture or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such property.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The 2026 Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended. [No opinion is expressed with respect to the 2026 Insurance Policy or the 2026 Reserve Policy.]

2. The Bond Purchase Agreement and the 2026 Continuing Disclosure Agreement have been duly executed and delivered by, and constitute the valid and binding agreements of, the

Authority. No opinion is expressed regarding the adequacy of the 2026 Continuing Disclosure Agreement for purposes of Securities and Exchange Commission Rule 15c2-12.

3. The statements contained in the Official Statement under the captions “THE 2026 BONDS,” “SECURITY FOR THE 2026 BONDS” and “TAX MATTERS,” excluding any material that may be treated as included under such captions by cross-reference or reference to other documents or sources, insofar as such statements expressly summarize certain provisions of the Indenture and certain matters addressed in the Bond Opinion, are accurate in all material respects.

We are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Official Statement or (except as explicitly stated in paragraph 3 above) in the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. In our capacity as disclosure counsel to the Authority in connection with the issuance of the 2026 Bonds, we participated in conferences with your representatives, your counsel, representatives of the Authority, its counsel, airport consultants, project managers, and others, during which the contents of the Preliminary Official Statement or the Official Statement and related matters were discussed. Based on our participation in the above-mentioned conferences (which, with respect to the Preliminary Official Statement, did not extend beyond the date of the Bond Purchase Agreement), and in reliance thereon, on oral and written statements and representations of the Authority and others and on the records, documents, certificates, opinions and matters herein mentioned, subject to the limitations on our role as disclosure counsel to the Authority, we advise you as a matter of fact and not opinion that (a) no facts had come to the attention of the attorneys in our firm rendering legal services with respect to the Preliminary Official Statement which caused us to believe as of the date of the Preliminary Official Statement and the date of the Bond Purchase Agreement, based on the documents, drafts and facts in existence and received as of those dates, that the Preliminary Official Statement contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except any information marked as preliminary or subject to change, any information permitted to be omitted by Securities and Exchange Commission Rule 15c2-12 or otherwise left blank and any other differences with the information in the Official Statement), and (b) no facts had come to the attention of the attorneys in our firm rendering legal service with respect to the Official Statement which caused us to believe as of the date of the Official Statement and as of the date hereof that the Official Statement contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, we expressly exclude from the scope of this paragraph and express no view, with respect to both the Preliminary Official Statement and the Official Statement, about any CUSIP numbers, financial, accounting, statistical, economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about feasibility, valuation, appraisals, absorption, real estate or environmental matters, any statements about compliance with prior continuing disclosure undertakings, Appendices A, B and E, or any information about book-entry, DTC, Cede & Co., ratings, rating agencies, municipal advisors, Underwriters[, and] underwriting[, the 2026 Insurance Policy, the 2026 Insurer and the 2026 Reserve Policy] included or referred to therein or omitted therefrom. No responsibility is

undertaken or conclusion expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Official Statement or the Official Statement.

This letter is furnished by us as bond counsel and disclosure counsel to the Authority. No attorney-client relationship has existed or exists between our firm and you in connection with the 2026 Bonds or by virtue of this letter. We disclaim any obligation to update this letter. This letter is delivered to you as Representative of the Underwriters of the 2026 Bonds, is solely for the benefit of the Underwriters in connection with the original delivery of the 2026 Bonds on the date hereof, and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This letter is not intended to, and may not, be relied upon by owners of the 2026 Bonds or by any other party to whom it is not specifically addressed.

Very truly yours,

EXHIBIT C
RESERVED

EXHIBIT D

OPINION OF AUTHORITY COUNSEL

_____, 2026

Burbank-Glendale-Pasadena Airport Authority
Burbank, California

BofA Securities, Inc.,
as Representative of the Underwriters
Los Angeles, California

Opinion of Authority Counsel
with reference to

Burbank-Glendale-Pasadena Airport Authority
Senior Airport Revenue Bonds
2026 Series A, 2026 Series B and 2026 Series C

Ladies and Gentlemen:

This letter is being delivered to you pursuant to Section J(3)(d) of the Bond Purchase Agreement, dated _____, 2026 (the “Bond Purchase Agreement”), by and between the Burbank-Glendale-Pasadena Airport Authority (the “Authority”) and BofA Securities, Inc., as Representative (the “Representative”) of the underwriters listed therein. Capitalized terms used but not defined herein have the meanings ascribed to them in the Bond Purchase Agreement. In our capacity as General Counsel to the Authority in connection with the transaction described in the Bond Purchase Agreement relating to the above-captioned bonds (the “2026 Bonds”), we have reviewed such documents, certificates, and records as we have deemed relevant and necessary as the basis for the opinions set forth herein. Relying on such examination and subject to the limitations and qualifications set forth herein, we are of the following opinions:

(1) The Authority is a joint powers agency and public entity duly created and existing under the provisions of the State of California’s Joint Exercise of Powers Act (California Government Code Section 6500 *et seq.*).

(2) Burbank-Glendale-Pasadena Airport Authority Commission Resolution No. ___ was duly adopted at a meeting held on _____, 2026, pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and such Resolution is in full force and effect and has not been modified, amended or rescinded.

(3) Except as disclosed in the Official Statement, there is no action, suit, or proceeding or investigation at law or in equity before or by any court, public board, or body pending and served on the Authority or, to the best of our knowledge, threatened against or affecting the Authority to restrain or enjoin the issuance or delivery of any of the 2026 Bonds or the collection of Revenues pledged to the 2026 Bonds under the Indenture, or in any way contesting or affecting the power of the Authority

relating to the issuance or validity of the 2026 Bonds or the execution, delivery, and performance by the Authority of its obligations under the Indenture, the Continuing Disclosure Agreement, this Bond Purchase Agreement, the Existing AUAs or New AUAs.

(4) The statements in the Preliminary Official Statement and the Official Statement under the captions “INTRODUCTION – Airlines Serving the Airport; Airport Use Agreements” and “AIRPORT USE AGREEMENTS” (excluding any financial or statistical data with respect thereto, statements regarding the effect of formulas for rents and fees, and rate-setting methodologies, and excluding any material that may be treated as included under such captions by cross-reference or reference to other documents or sources), insofar as such statements expressly summarize certain provisions of the Existing AUAs and the New AUAs, are fair and accurate in all material respects.

The opinions stated in this letter are based on such examination of the law of the State of California as we deemed relevant for the purposes of this letter. We have not considered the effect, if any, of the laws of any other jurisdiction upon matters covered by these opinions. We have assumed the genuineness of all documents and signatures, presented to us. We express no opinion as to the status of the 2026 Bonds or the interest thereon, or any of the financing documents relating to the 2026 Bonds under any federal securities laws or any state securities or “Blue Sky” law or any federal, state or local tax law. No opinion is expressed herein with respect to the validity of the 2026 Bonds or the power of the Authority to issue the 2026 Bonds under state or federal law, for which the Authority is relying on the opinion given by Bond Counsel. We express no opinion with respect to any indemnification, contribution, penalty, liquidated damages, penalty (including any remedy deemed to constitute or to have the effect of a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severality provisions contained in any of the financing documents. Without limiting any of the foregoing, we express no opinion as to any matter other than as expressly set forth above.

Whenever a statement herein is qualified by “to the best of our knowledge,” it shall be deemed to indicate that, during the course of our representation of the Authority in connection with the financing described herein, no information that would give us current, actual knowledge of the inaccuracy of such statement has come to our attention. We have not, however, undertaken any independent investigation to determine the accuracy of such statements, and any limited inquiry undertaken by us during the preparation of this opinion letter should not be regarded as such investigation. No inference as to our knowledge of any matters bearing upon the accuracy of any such statement should be drawn from the fact of our representation of the Authority.

This letter is furnished by us as General Counsel to the Authority. Other than the Authority, no attorney-client relationship has existed or exists between our firm and any addressee hereof, in connection with the 2026 Bonds or by virtue of this letter. This letter is rendered solely in connection with the financing described herein and may not be relied upon by you for any other purpose. We disclaim any obligation to update this letter. This letter shall not extend to, and may not be used, quoted, referred to, or relied upon by any other person, firm, corporation or other entity without our prior written consent.

Very truly yours,

RICHARDS, WATSON & GERSHON,
A PROFESSIONAL CORPORATION

by

EXHIBIT E

FORM OF ISSUE PRICE CERTIFICATE

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY AIRPORT SENIOR REVENUE BONDS

\$ _____
2026 Series A
(NON-AMT)

\$ _____
2026 Series B
(AMT)

The undersigned, on behalf of BofA Securities, Inc., acting as representative (the “Representative”) of itself and [OTHER UNDERWRITERS] (collectively, the “Underwriting Group”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (collectively, the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. If there is a Hold-the-Offering Price Maturity, a copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, the Representative has agreed in writing that, for each Maturity of the Hold-the-Offering-Price Maturities: (i) it would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “Hold-the-Offering-Price Rule”); and (ii) any agreement among underwriters shall contain the agreement of each underwriter, and any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the Hold-the-Offering-Price Rule. Pursuant to such agreement, the Representative has not offered or sold unsold Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds that are not “Hold-the-Offering-Price Maturities.”

(b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the

Sale Date, or (ii) the date on which the Representative has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at one or more prices, each of which is no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the Burbank-Glendale-Pasadena Airport Authority

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2026.

(h) *Underwriter* means: (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public; and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate to which this certificate is included as Exhibit A and with respect to compliance with the federal income tax rules affecting the Bonds, and by Orrick, Herrington & Sutcliffe LLP, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the Underwriting Group.

BofA Securities, Inc.

By: _____

Name: _____

Dated: _____, 2026

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AIRPORT SENIOR REVENUE BONDS**

\$ _____
**2026 SERIES A
(NON-AMT)**

\$ _____ Serial Bonds due as shown below

<i>Maturity (July 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>	<i>10% Test Used</i>	<i>Hold-the- Offering- Price Maturities</i>
------------------------------	-----------------------------	--------------------------	--------------	--------------	--------------------------	---

¹ Insured Bond.

\$ _____
**2026 SERIES B
(AMT)**

\$ _____ Serial Bonds due as shown below

<i>Maturity (July 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>	<i>10% Test Used</i>	<i>Hold-the- Offering- Price Maturities</i>
------------------------------	-----------------------------	--------------------------	--------------	--------------	--------------------------	---

¹ Insured Bond.

^c Priced to optional redemption date of July 1, 20__ at par.

2026 SERIES B TERM BONDS

\$ _____ % 2026B Term Bonds due July 1, 20__ , Yield _____ %, Price _____^C

^I Insured Bond.

^C Priced to optional redemption date of July 1, 20__ at par.

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(To Be Attached)

SIXTH SUPPLEMENTAL INDENTURE OF TRUST

by and between

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

as Trustee

Dated as of _____ 1, 2026

Relating to

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AIRPORT SENIOR REVENUE BONDS,
2026 SERIES A (NON-AMT), 2026 SERIES B (AMT) AND 2026 SERIES C (TAXABLE)

TABLE OF CONTENTS

	Page
ARTICLE I AUTHORITY, AMENDMENTS AND DEFINITIONS	2
Section 1.01. Supplemental Indenture of Trust	2
Section 1.02. Authority for the Sixth Supplemental Indenture of Trust.....	2
Section 1.03. Definitions.....	2
Section 1.04. Interpretation.....	4
ARTICLE II THE 2026A BONDS	5
Section 2.01. Principal Amount and Designation; Conditions to Issuance	5
Section 2.02. Terms of the 2026A Bonds	5
Section 2.03. Application of Proceeds of 2026A Bonds	6
ARTICLE III THE 2026B BONDS	7
Section 3.01. Principal Amount and Designation; Conditions to Issuance	7
Section 3.02. Terms of the 2026B Bonds	7
Section 3.03. Application of Proceeds of 2026B Bonds.....	9
ARTICLE IV THE 2026C BONDS	9
Section 4.01. Principal Amount and Designation; Conditions to Issuance	9
Section 4.02. Terms of the 2026C Bonds	10
Section 4.03. Application of Proceeds of 2026C Bonds.....	11
ARTICLE V FUNDS AND ACCOUNTS.....	11
Section 5.01. 2026 Cost of Issuance Fund.....	11
Section 5.02. 2026 Bonds Construction Fund Accounts	12
Section 5.03. Capitalized Interest in Senior Debt Service Fund.....	13
Section 5.04. Senior Debt Service Reserve Fund	14
ARTICLE VI [PROVISIONS RELATING TO INSURANCE POLICY AND RESERVE POLICY].....	14
Section 6.01. [Provisions Relating to the Insurance Policy].....	14
Section 6.02. [Provisions Relating to the Reserve Policy]	21
ARTICLE VII TAX MATTERS	23
Section 7.01. Tax Covenants	23
Section 7.02. 2026A/B Rebate Account	23
ARTICLE VIII MISCELLANEOUS.....	23
Section 8.01. Continuing Disclosure	23
Section 8.02. Indenture to Remain in Effect.....	23

TABLE OF CONTENTS
(continued)

	Page
Section 8.03. Electronic Signatures	23
Section 8.04. Counterparts	24
EXHIBIT A FORM OF 2026 BONDS	A-1

SIXTH SUPPLEMENTAL INDENTURE OF TRUST

THIS SIXTH SUPPLEMENTAL INDENTURE OF TRUST, dated as of _____ 1, 2026 (this “Sixth Supplemental Indenture”), is entered into by and between the Burbank-Glendale-Pasadena Airport Authority, a public entity of the State of California, and The Bank of New York Mellon Trust Company, N.A., a national banking association duly established and existing under and pursuant to the laws of the United States of America.

RECITALS

WHEREAS, the Authority (capitalized terms used in this Sixth Supplemental Indenture shall have the meanings given such terms pursuant to Section 1.03 hereof) has been duly established and is duly existing as a joint exercise of powers agency under the Joint Powers Act and the Joint Powers Agreement; and

WHEREAS, the Authority owns and operates the Airport; and

WHEREAS, the Authority is authorized under the Joint Powers Agreement, the Joint Powers Act and other applicable provisions of State law to issue bonds, notes and other obligations payable from the revenues of the Airport to finance the Costs of Capital Improvements to the Airport and to refund such obligations; and

WHEREAS, the Authority and the Trustee previously entered into the Master Indenture of Trust, dated as of May 1, 2005, including various supplements, as amended and restated by the Amended and Restated Master Indenture of Trust, dated as of May 1, 2024 (the “Master Indenture,” and including any supplements and amendments from time to time, including the Sixth Supplemental Indenture, the “Indenture”), providing for the terms on which Bonds and other Obligations may be issued and secured thereunder when authorized by Supplemental Indentures or other Issuing Instruments; and

WHEREAS, the Authority has determined to issue three Series of Bonds constituting the 2026 Bonds on the terms and conditions set forth in the Master Indenture, as supplemented by this Sixth Supplemental Indenture, for the purpose of providing funds to (a) finance (or reimburse itself for its prior payment of) the costs for a portion of the Replacement Passenger Terminal Project, including any costs incidental to, or connection with, the Replacement Passenger Terminal Project, (b) refinance all or any portion of any outstanding Commercial Paper Notes, the proceeds of which were used to finance a portion of the Replacement Passenger Terminal Project, (c) pay interest to accrue on the 2026 Bonds to and including [April 1, 2027], (d) purchase a debt service reserve surety policy to be credited to the Senior Debt Service Reserve Fund and a bond insurance policy, and (e) pay the Costs of Issuance of the 2026 Bonds (collectively, the “Financing Purposes”); and

WHEREAS, the Authority has determined that all acts and things which are necessary in connection with the authorization, execution and delivery of this Sixth Supplemental Indenture and the issuance of the 2026 Bonds have been done and performed in due time, form and manner;

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THIS
SIXTH SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH:**

That, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created and originally created by the Master Indenture, the mutual covenants herein contained and the purchase and acceptance of the 2026 Bonds by the Owners thereof, and for other valuable consideration, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of, Redemption Price, if any, and interest on the 2026 Bonds according to their tenor and effect, and the performance and observance by the Authority of all the covenants and conditions in the Indenture, and in the 2026 Bonds, contained on its part to be performed, it is agreed by and between the Authority and the Trustee as follows:

ARTICLE I

AUTHORITY, AMENDMENTS AND DEFINITIONS

Section 1.01. Supplemental Indenture of Trust. This Sixth Supplemental Indenture is supplemental to the Master Indenture.

Section 1.02. Authority for the Sixth Supplemental Indenture of Trust. This Sixth Supplemental Indenture is entered into (a) pursuant to Article 4 of the Joint Powers Act and the Joint Powers Agreement and (b) in accordance with Article II and Article VII of the Master Indenture.

Section 1.03. Definitions.

(a) In connection with the issuance and delivery of the 2026 Bonds, except as otherwise defined by this Sixth Supplemental Indenture, all terms which are defined in Section 1.02 of the Master Indenture shall have the same meanings, respectively, in this Sixth Supplemental Indenture as such terms are given in said Section 1.02 of the Master Indenture.

(b) Additional Definitions. The following terms shall, with respect to the 2026 Bonds and for all purposes of this Sixth Supplemental Indenture, have the meanings set forth below:

“2026 Bonds” means the 2026A Bonds, the 2026B Bonds and the 2026C Bonds.

“2026 Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated as of _____ 1, 2026, between the Authority and the Trustee, as dissemination agent, relating to the 2026 Bonds, as the same may be supplemented or amended.

“2026 Cost of Issuance Fund” means the Fund so designated and established pursuant to Section 5.01.

[“2026 Insurance Policy” means the insurance policy issued by the 2026 Insurer guaranteeing the scheduled payment of principal of and interest on the Insured 2026 Bonds when due. The 2026 Insurance Policy shall constitute a Credit Support Instrument for all purposes of the Indenture.]

["**2026 Insurer**" means Assured Guaranty Inc.[, a New York stock insurance company], or any successor thereto or assignee thereof. The 2026 Insurer shall constitute a Credit Provider for all purposes of the Indenture.]

["**2026 Reserve Policy**" means the debt service reserve insurance policy issued by the 2026 Insurer and deposited in the Senior Debt Service Reserve Fund. The 2026 Reserve Policy shall constitute a Reserve Guaranty for all purposes of the Indenture.]

"**2026 Tax Certificate**" means that certain Tax Certificate, dated _____, 2026, with respect to the 2026A Bonds and the 2026B Bonds and signed by an Authorized Authority Representative.

"**2026A Bonds**" means the Authority's Airport Senior Revenue Bonds, 2026 Series A (Non-AMT) authorized by Article II.

"**2026A Capitalized Interest Account**" means the Account so designated and established pursuant to Section 5.03.

"**2026A Construction Account**" means the "Burbank-Glendale-Pasadena Airport Authority Airport Senior Revenue Bonds, 2026 Series A Construction Account" in the Construction Fund established pursuant to Section 5.02(a).

"**2026A Cost of Issuance Account**" means the Account so designated and established pursuant to Section 5.01.

"**2026A/B Rebate Account**" means the "Burbank-Glendale-Pasadena Airport Authority Airport Senior Revenue Bonds, 2026 Series A/B Rebate Account" in the Rebate Fund established pursuant to Section 7.02.

"**2026B Bonds**" means the Authority's Airport Senior Revenue Bonds, 2026 Series B (AMT) authorized by Article III.

"**2026B Capitalized Interest Account**" means the Account so designated and established pursuant to Section 5.03.

"**2026B Construction Account**" means the "Burbank-Glendale-Pasadena Airport Authority Airport Senior Revenue Bonds, 2026 Series B Account" in the Construction Fund established pursuant to Section 5.02(b).

"**2026B Cost of Issuance Account**" means the Account so designated and established pursuant to Section 5.01.

"**2026C Bonds**" means the Authority's Airport Senior Revenue Bonds, 2026 Series C (Taxable) authorized by Article IV.

"**2026C Capitalized Interest Account**" means the Account so designated and established pursuant to Section 5.03.

“2026C Cost of Issuance Account” means the Account so designated and established pursuant to Section 5.01.

“Authorized Denominations” means, with respect to the 2026 Bonds, \$5,000 and any integral multiple thereof.

“Dated Date” means, with respect to the 2026 Bonds, _____, 2026.

“Financing Purposes” has the meaning given such term in the recitals to this Sixth Supplemental Indenture.

[**“Insured 2026 Bonds”** means, collectively, the 2026A Bonds, the 2026B Bonds maturing on July 1 in the years ____ and ____, and the 2026C Bonds maturing on July 1, ____.]

“Interest Payment Date” means, with respect to the 2026 Bonds, each January 1 and July 1, commencing January 1, 2027.

“Terminal Relocation Project” means those Capital Improvements consisting of a portion of the Cost of (a) a 14-gate replacement passenger terminal building at the Airport which will be limited to no more than 355,000 square feet, with a new public parking garage to replace the existing parking structure; (b) associated landside or airside improvements, including but not limited to roadways, employee parking facilities, a replacement air cargo building, a ground service equipment maintenance building, other airline support facilities and associated infrastructure necessary to serve the replacement passenger terminal; and (c) following the opening of the replacement passenger terminal, the demolition of the existing passenger terminal, short-term parking structure, and cargo building at the Airport.

“Rebate Instructions” means those calculations and written directions required to be delivered to the Trustee by the Authority pursuant to Section 7.01.

“Rebate Requirement” means the Rebate Requirement as defined in the 2026 Tax Certificate.

“Record Date” means, with respect to each Interest Payment Date for 2026 Bonds, the fifteenth day of the month, whether or not such day is a Business Day, preceding the month in which such Interest Payment Date falls.

Section 1.04. Interpretation.

(a) Unless the context otherwise indicates, defined terms shall include all variants thereof, words expressed in the singular shall include the plural and *vice versa* and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) References herein to the Securities Depository, as of any time, shall include both the Securities Depository and any Nominee of the Securities Depository in whose name the 2026 Bonds may then be registered.

(d) Unless otherwise indicated, references herein to Articles and Sections shall be to the Articles and Sections of this Sixth Supplemental Indenture. The words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Sixth Supplemental Indenture as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

THE 2026A BONDS

Section 2.01. Principal Amount and Designation; Conditions to Issuance.

(a) Pursuant to the provisions of the Indenture and the provisions of Article 4 of the Joint Powers Act and the Joint Powers Agreement, a Series of Senior Bonds entitled to the benefit, protection and security of the Indenture is hereby authorized in the aggregate principal amount of \$[A PAR]. Such Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, “Burbank-Glendale-Pasadena Airport Authority Airport Senior Revenue Bonds, 2026 Series A (Non-AMT).” The 2026A Bonds shall be in substantially the form attached hereto as Exhibit A with such variations and omissions as are necessary to reflect the particular terms of each 2026A Bond.

(b) The 2026A Bonds are issued to provide funds for the Financing Purposes.

(c) All (but not less than all) of the 2026A Bonds shall be executed by the Authority for issuance under the Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the Authority or upon its order but only upon the satisfaction of the requirements under the Indenture related to the issuance of the 2026A Bonds under the Indenture.

Section 2.02. Terms of the 2026A Bonds.

(a) The 2026A Bonds shall be issued as Participating Senior Bonds and the payment of the principal and Redemption Price, if any, of and interest on the 2026A Bonds shall be secured by amounts in the Senior Debt Service Reserve Fund. The 2026A Bonds shall be issuable as fully registered Bonds without coupons in Authorized Denominations. The 2026A Bonds shall be registered initially in the name of “Cede & Co.,” as Nominee of DTC, the initial Securities Depository, and shall be evidenced by one bond certificate of the 2026A Bonds in the total aggregate principal amount of the 2026A Bonds of such maturity. Registered ownership of the 2026A Bonds, or any portion thereof, may not thereafter be transferred except as set forth in Section 3.04 of the Master Indenture.

(b) The 2026A Bonds shall be dated the Dated Date.

(c) The 2026A Bonds shall be Current Interest Obligations and mature on July 1 in the following years and in the following principal amounts and shall bear interest from the Dated Date at the following rates per annum:

Maturity July 1	Principal Amount	Interest Rate
	\$	%

(d) The 2026A Bonds maturing in the years ____ through ____, inclusive, shall be Serial Obligations, and the 2026A Bonds maturing in ____ shall be Term Obligations.

(e) Interest on the 2026A Bonds shall be payable on each Interest Payment Date as provided in Section 3.01 of the Master Indenture.

(f) The Trustee shall identify all interest, principal, and Redemption Price payments with respect to the 2026A Bonds (whether made by check or by wire transfer) by the CUSIP number(s) of the applicable 2026A Bonds.

(g) The 2026A Bonds maturing on and after July 1, 20__ are subject to redemption prior to maturity, at the option of the Authority, from any source of funds, in whole or in part (in such amounts as may be specified by the Authority), on any date on and after July 1, 20__ at a Redemption Price equal to the principal amount of the 2026A Bonds (or portions thereof) to be redeemed, plus unpaid accrued interest thereon to the date fixed for redemption, without premium.

(h) The 2026A Term Bond maturing on July 1, 20__ is subject to mandatory redemption prior to its maturity, or payment at maturity, as the case may be, by the Authority, in part by lot on July 1 of each year on and after July 1, 20__ from and in the amount of the Sinking Fund Installments (which are hereby established) due and payable on the dates and in the amounts as set forth in the following schedule (except that if any such 2026A Term Bond maturing on July 1, 20__ has been optionally redeemed pursuant to Section 2.02(g) hereof, the amounts of such Sinking Fund Installments shall be reduced in the manner provided in Section 4.03 of the Master Indenture), at the Redemption Price equal to the principal amount of such 2026A Term Bond maturing on July 1, 20__ to be redeemed, plus unpaid accrued interest thereon to the date fixed for redemption, without premium:

Year (July 1)	Principal Amount
	\$

*

* Final Maturity.

Section 2.03. Application of Proceeds of 2026A Bonds. The \$ _____ proceeds of the sale of the 2026A Bonds (representing the principal amount of \$[A PAR].00, [plus/less] a [net]

original issue [premium/discount] of \$ _____, less \$ _____ to be retained by the underwriters of the 2026A Bonds as the underwriters' discount, [less \$ _____ wired by the underwriter of the 2026A Bonds, at the request and for the account of the Authority, to the 2026 Insurer as the portion of the premium for the 2026 Reserve Policy applicable to the 2026A Bonds, and less \$ _____ wired by the underwriter of the 2026A Bonds, at the request and for the account of the Authority, to the 2026 Insurer as the portion of the premium for the 2026 Insurance Policy applicable to the 2026A Bonds]) shall be applied simultaneously with the delivery of the 2026A Bonds, as follows:

(a) There shall be deposited in the 2026A Capitalized Interest Account the sum of \$ _____[, together with the deposit required by Section 4.03(b),] for the payment of the Capitalized Interest with respect to the 2026A Bonds;

(b) There shall be deposited in the 2026A Cost of Issuance Account the sum of \$ _____; and

(c) The remaining balance of the proceeds of the sale of the 2026A Bonds, in the amount of \$ _____, shall be deposited in the 2026A Construction Account.

ARTICLE III

THE 2026B BONDS

Section 3.01. Principal Amount and Designation; Conditions to Issuance.

(a) Pursuant to the provisions of the Indenture and the provisions of Article 4 of the Joint Powers Act and the Joint Powers Agreement, a Series of Senior Bonds entitled to the benefit, protection and security of such provisions is hereby authorized in the aggregate principal amount of \$[B PAR]. Such Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "Burbank-Glendale-Pasadena Airport Authority Airport Senior Revenue Bonds, 2026 Series B (AMT)." The 2026B Bonds shall be in substantially the form attached hereto as Exhibit A with such variations and omissions as are necessary to reflect the particular terms of each 2026B Bond.

(b) The 2026B Bonds are issued to provide funds for the Financing Purposes.

(c) All (but not less than all) of the 2026B Bonds shall be executed by the Authority for issuance under the Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the Authority or upon its order but only upon the satisfaction of the requirements under the Indenture related to the issuance of the 2026B Bonds under the Indenture.

Section 3.02. Terms of the 2026B Bonds.

(a) The 2026B Bonds shall be issued as Participating Senior Bonds and the payment of the principal and Redemption Price, if any, of and interest on the 2026B Bonds shall be secured by amounts in the Senior Debt Service Reserve Fund. The 2026B Bonds shall be issuable as fully registered Bonds without coupons in Authorized Denominations. The 2026B Bonds shall be

registered initially in the name of “Cede & Co.,” as Nominee of DTC, the initial Securities Depository, and shall be evidenced by one bond certificate for each maturity of the 2026B Bonds in the total aggregate principal amount of the 2026B Bonds of such maturity. Registered ownership of the 2026B Bonds, or any portion thereof, may not thereafter be transferred except as set forth in Section 3.04 of the Master Indenture.

(b) The 2026B Bonds shall be dated the Dated Date.

(c) The 2026B Bonds shall be Current Interest Obligations and mature on July 1 in the following years and in the following principal amounts and shall bear interest from the Dated Date at the following rates per annum:

Maturity July 1	Principal Amount	Interest Rate
	\$	%

(d) The 2026B Bonds maturing in the years ____ through ____, inclusive, shall be Serial Obligations, and the 2026B Bonds maturing in ____ shall be Term Obligations.

(e) Interest on the 2026B Bonds shall be payable on each Interest Payment Date as provided in Section 3.01 of the Master Indenture.

(f) The Trustee shall identify all interest, principal, and Redemption Price payments with respect to the 2026B Bonds (whether made by check or by wire transfer) by the CUSIP number(s) of the applicable 2026B Bonds.

(g) The 2026B Bonds maturing on and after July 1, 20__ are subject to redemption prior to maturity, at the option of the Authority, from any source of funds, in whole or in part (in such amounts as may be specified by the Authority), on any date on and after July 1, 20__ at a Redemption Price equal to the principal amount of the 2026B Bonds (or portions thereof) to be redeemed, plus unpaid accrued interest thereon to the date fixed for redemption, without premium.

(h) The 2026B Term Bond maturing on July 1, 20__ is subject to mandatory redemption prior to its maturity, or payment at maturity, as the case may be, by the Authority, in part by lot on July 1 of each year on and after July 1, 20__ from and in the amount of the Sinking Fund Installments (which are hereby established) due and payable on the dates and in the amounts as set forth in the following schedule (except that if any such 2026B Term Bond maturing on July 1, 20__ has been optionally redeemed pursuant to Section 3.02(g) hereof, the amounts of such

Sinking Fund Installments shall be reduced in the manner provided in Section 4.03 of the Master Indenture), at the Redemption Price equal to the principal amount of such 2026B Term Bond maturing on July 1, 20__ to be redeemed, plus unpaid accrued interest thereon to the date fixed for redemption, without premium:

Year (July 1)	Principal Amount
	\$

*

* Final Maturity.

Section 3.03. Application of Proceeds of 2026B Bonds. The \$_____ proceeds of the sale of the 2026B Bonds (representing the principal amount of \$[B PAR].00, [plus/less] a [net] original issue [premium/discount] of \$_____, less \$_____ to be retained by the underwriters of the 2026B Bonds as the underwriters' discount, [less \$_____ wired by the underwriter of the 2026B Bonds, at the request and for the account of the Authority, to the 2026 Insurer as the portion of the premium for the 2026 Reserve Policy applicable to the 2026B Bonds, and less \$_____ wired by the underwriter of the 2026B Bonds, at the request and for the account of the Authority, to the 2026 Insurer as the portion of the premium for the 2026 Insurance Policy applicable to the 2026B Bonds]) shall be applied simultaneously with the delivery of the 2026B Bonds, as follows:

(a) There shall be deposited in the 2026B Capitalized Interest Account the sum of \$_____[, together with the deposit required by Section 4.03(c)] for the payment of the Capitalized Interest with respect to the 2026B Bonds;

(b) [There shall be transferred to Zions Bancorporation, National Association as issuing and paying agent under the Commercial Paper IPAA, to refund [a portion/all of] the outstanding Commercial Paper Notes the sum of \$_____, ;]

(c) There shall be deposited in the 2026B Cost of Issuance Account the sum of \$_____; and

(d) The remaining balance of the proceeds of the sale of the 2026B Bonds, in the amount of \$_____, shall be deposited in the 2026B Construction Account.

ARTICLE IV

THE 2026C BONDS

Section 4.01. Principal Amount and Designation; Conditions to Issuance.

(a) Pursuant to the provisions of the Indenture and the provisions of Article 4 of the Joint Powers Act and the Joint Powers Agreement, a Series of Senior Bonds entitled to the benefit, protection and security of such provisions is hereby authorized in the aggregate principal amount of \$[C PAR]. Such Bonds shall be designated as, and shall be distinguished from the Bonds of all

other Series by the title, “Burbank-Glendale-Pasadena Airport Authority Airport Senior Revenue Bonds, 2026 Series C (Taxable).” The 2026C Bonds shall be in substantially the form attached hereto as Exhibit A with such variations and omissions as are necessary to reflect the particular terms of each 2026C Bond.

(b) The 2026C Bonds are issued to provide funds for the Financing Purposes.

(c) All (but not less than all) of the 2026C Bonds shall be executed by the Authority for issuance under the Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the Authority or upon its order but only upon the satisfaction of the requirements under the Indenture related to the issuance of the 2026C Bonds under the Indenture.

Section 4.02. Terms of the 2026C Bonds.

(a) The 2026C Bonds shall be issued as Participating Senior Bonds and the payment of the principal and Redemption Price, if any, of and interest on the 2026C Bonds shall be secured by amounts in the Senior Debt Service Reserve Fund. The 2026C Bonds shall be issuable as fully registered Bonds without coupons in Authorized Denominations. The 2026C Bonds shall be registered initially in the name of “Cede & Co.,” as Nominee of DTC, the initial Securities Depository, and shall be evidenced by one bond certificate for each maturity of the 2026C Bonds in the total aggregate principal amount of the 2026C Bonds of such maturity. Registered ownership of the 2026C Bonds, or any portion thereof, may not thereafter be transferred except as set forth in Section 3.04 of the Master Indenture.

(b) The 2026C Bonds shall be dated the Dated Date.

(c) The 2026C Bonds shall be Current Interest Obligations and mature on July 1 in the following years and in the following principal amounts and shall bear interest from the Dated Date at the following rates per annum:

Maturity July 1	Principal Amount	Interest Rate
	\$	%

(d) The 2026C Bonds shall be Serial Obligations.

(e) Interest on the 2026C Bonds shall be payable on each Interest Payment Date as provided in Section 3.01 of the Master Indenture.

(f) The Trustee shall identify all interest, principal, and Redemption Price payments with respect to the 2026C Bonds (whether made by check or by wire transfer) by the CUSIP number(s) of the applicable 2026C Bonds.

Section 4.03. Application of Proceeds of 2026C Bonds. The \$ _____ proceeds of the sale of the 2026C Bonds (representing the principal amount of \$[C PAR].00, less \$ _____ to be retained by the underwriters of the 2026C Bonds as the underwriters' discount, [less \$ _____ wired by the underwriter of the 2026C Bonds, at the request and for the account of the Authority, to the 2026 Insurer as the portion of the premium for the 2026 Reserve Policy applicable to the 2026C Bonds, and less \$ _____ wired by the underwriter of the 2026C Bonds, at the request and for the account of the Authority, to the 2026 Insurer as the portion of the premium for the 2026 Insurance Policy applicable to the 2026C Bonds]) shall be applied simultaneously with the delivery of the 2026C Bonds, as follows:

- (a) There shall be deposited in the 2026C Capitalized Interest Account the sum of \$ _____, representing Capitalized Interest with respect to the 2026C Bonds;
- (b) [There shall be deposited in the 2026A Capitalized Interest Account the sum of \$ _____, for the payment of a portion of the Capitalized Interest with respect to the 2026A Bonds;]
- (c) [There shall be deposited in the 2026B Capitalized Interest Account the sum of \$ _____, for the payment of a portion of the Capitalized Interest with respect to the 2026B Bonds;] and
- (d) There shall be deposited in the 2026C Cost of Issuance Account the sum of \$ _____.

ARTICLE V

FUNDS AND ACCOUNTS

Section 5.01. 2026 Cost of Issuance Fund.

(a) The Trustee shall establish and maintain in trust a separate Fund designated as the "2026 Cost of Issuance Fund," and within the 2026 Cost of Issuance Fund, the Trustee shall establish and maintain in trust separate accounts designated as the "2026A Cost of Issuance Account," the "2026B Cost of Issuance Account" and the "2026C Cost of Issuance Account. Money deposited in said Fund shall be used to pay Costs of Issuance with respect to the 2026 Bonds as provided in this Section.

(b) The Trustee shall make payments from the Accounts within the 2026 Cost of Issuance Fund, except payments and withdrawals pursuant to subsection (e) of this Section, in the amounts, at the times, in the manner and on the other terms and conditions set forth in this subsection. Before any such payment from the Accounts within the 2026 Cost of Issuance Fund shall be made, there shall be filed with the Trustee a requisition therefor, signed by an Authorized Authority Representative. Each such requisition shall state, in respect of the payment to be made (i) the name and address of the Person to whom payment is due, (ii) the amount of such payment, (iii) the Account within the 2026 Cost of Issuance Fund from which such payment is to be drawn, (iv) the particular item of the Cost of Issuance of the 2026 Bonds to be paid and that such payment in the stated amount is a proper charge against the applicable Account within the 2026 Cost of Issuance Fund and that no Cost of Issuance of the 2026 Bonds previously requisitioned from the

Accounts within the 2026 Cost of Issuance Fund is included in such requisition. The Trustee shall promptly issue its check to the Authority or to the Person identified in the requisition in the amount or amounts specified in each such requisition or, if requested pursuant to any such requisition, shall by wire transfer, interbank transfer or other method arrange to promptly make each payment required by such requisition. The Authority shall apply, or cause to be applied, all such moneys received from the Accounts within the 2026 Cost of Issuance Fund to the payment of the Costs of Issuance of the 2026 Bonds identified in the requisition relating to such moneys.

Each such requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

(c) Upon the receipt by the Trustee of a certificate of an Authorized Authority Representative requesting the Trustee to close the 2026 Cost of Issuance Fund and the Accounts therein, and after payment from the Accounts within the 2026 Cost of Issuance Fund of all amounts included in requisitions submitted by the Authority pursuant to Section 5.01(b) hereof, the Trustee shall transfer any moneys remaining in the 2026 Cost of Issuance Fund to the 2026 Series A Construction Account or, if directed in writing by an Authorized Authority Representative and the Trustee has received a Favorable Opinion of Bond Counsel in connection with such transfer, to any fund or account established under the Indenture. Upon such transfer the Trustee shall close the 2026 Cost of Issuance Fund and the Accounts therein.

(d) Moneys held in the 2026 Cost of Issuance Fund and Accounts therein may, subject to the 2026 Tax Certificate in the case of the 2026A Cost of Issuance Account and the 2026B Cost of Issuance Account, be invested and reinvested to the fullest extent practicable in any investment in which the Authority can legally invest its funds, which mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from the Accounts within the 2026 Cost of Issuance Fund. Any investment earnings on moneys on deposit in the Accounts within the 2026 Cost of Issuance Fund shall be deposited in the related Account within the 2026 Cost of Issuance Fund and be used in the same manner as other amounts on deposit in such Account within the 2026 Cost of Issuance Fund.

(e) Notwithstanding any of the other provisions of this Section, to the extent that other moneys are not available therefor, amounts in the Accounts within the 2026 Cost of Issuance Fund shall be applied to the payment of Debt Service on Bonds when due.

Section 5.02. 2026 Bonds Construction Fund Accounts.

(a) For purposes of complying with Section 5.02 of the Master Indenture with respect to the 2026A Bonds, the Trustee shall establish and maintain in trust a separate Account in the Construction Fund designated the “Burbank-Glendale-Pasadena Airport Authority Airport Senior Revenue Bonds, 2026 Series A Construction Account.” Amounts on deposit in the 2026A Construction Account shall be applied (as provided in Section 5.02 of the Master Indenture) to the Costs of a portion of the Replacement Passenger Terminal Project, as further limited by the 2026 Tax Certificate.

(b) For purposes of complying with Section 5.02 of the Master Indenture with respect to the 2026B Bonds, the Trustee shall establish and maintain in trust a separate Account in the

Construction Fund designated the “Burbank-Glendale-Pasadena Airport Authority Airport Senior Revenue Bonds, 2026B Construction Account” to be held by the Trustee. Amounts on deposit in the 2026B Construction Account shall be applied (as provided in Section 5.02 of the Master Indenture) to the Costs of a portion of the Replacement Passenger Terminal Project, as further limited by the 2026 Tax Certificate.

(c) As provided in Section 5.17(b)(iii) of the Master Indenture, (1) any such interest or other income on moneys or investments in the 2026A Construction Account shall be retained in such Account and (2) any such interest or other income on moneys or investments in the 2026B Construction Account shall be retained in such Account.

Section 5.03. Capitalized Interest in Senior Debt Service Fund. The Trustee shall establish and maintain in trust within the Senior Debt Service Fund under the Indenture separate Accounts designated as the “2026A Capitalized Interest Account,” the “2026B Capitalized Interest Account” and the “2026C Capitalized Interest Account”. Money deposited in said Accounts shall constitute “Capitalized Interest” as defined under the Indenture and shall be irrevocably deposited and set aside exclusively to be used to pay interest due on the applicable 2026 Bonds as provided in this Section.

The Trustee shall apply the proceeds of the 2026A Bonds and the 2026C Bonds deposited into the 2026A Capitalized Interest Account pursuant to Section 2.03(a) and Section 4.03(b) to pay the amount of interest due on the 2026A Bonds in accordance with the following schedule:

2026A Bonds	
Interest Payment Date	Amount⁽¹⁾
[January 1, 2027	\$
July 1, 2027]	(2)

(1) Includes interest earnings on amounts held in the 2026A Capitalized Interest Account.
(2) Represents a portion of the interest due on the 2026A Bonds on July 1, 2027. Remainder to be paid from amounts as provided in the Indenture.

The Trustee shall apply the proceeds of the 2026B Bonds and the 2026C Bonds deposited into the 2026B Capitalized Interest Account pursuant to Section 3.03(a) and Section 4.03(c) to pay the amount of interest due on the 2026B Bonds in accordance with the following schedule:

2026B Bonds	
Interest Payment Date	Amount⁽¹⁾
[January 1, 2027	\$
July 1, 2027]	(2)

(1) Includes interest earnings on amounts held in the 2026B Capitalized Interest Account.
(2) Represents a portion of the interest due on the 2026B Bonds on July 1, 2027. Remainder to be paid from amounts as provided in the Indenture.

The Trustee shall apply the proceeds of the 2026C Bonds deposited into the 2026C Capitalized Interest Account pursuant to Section 4.03(a) to pay the amount of interest due on the 2026C Bonds in accordance with the following schedule:

2026C Bonds	
Interest Payment Date	Amount⁽¹⁾
[January 1, 2027	\$
July 1, 2027]	(2)

(1) Includes interest earnings on amounts held in the 2026C Capitalized Interest Account.
(2) Represents a portion of the interest due on the 2026C Bonds on July 1, 2027. Remainder to be paid from amounts as provided in the Indenture.

Interest or other income (net of that which (x) represents a return of accrued interest paid in connection with the purchase of any investment or (y) is required to effect the amortization of any premium paid in connection with the purchase of any investment) earned on any moneys or investments (1) in the 2026A Capitalized Interest Account shall be retained in such Account, (2) in the 2026B Capitalized Interest Account shall be retained in such Account and (3) in the 2026C Capitalized Interest Account shall be retained in such Account, as permitted by Section 5.17(b)(v) of the Master Indenture. Any amounts remaining in the 2026A Capitalized Interest Account on July 1, 2027 shall be applied to pay interest on the 2026A Bonds due on such date; any amounts remaining in the 2026B Capitalized Interest Account on July 1, 2027 shall be applied to pay interest on the 2026B Bonds due on such date; and any amounts remaining in the 2026C Capitalized Interest Account on July 1, 2027 shall be applied to pay interest on the 2026C Bonds due on such date.

Section 5.04. Senior Debt Service Reserve Fund. On the date of delivery of the 2026 Bonds, the Trustee shall credit the 2026 Reserve Policy to the Senior Debt Service Reserve Fund, which 2026 Reserve Policy shall have a policy amount equal to the Senior Debt Service Reserve Requirement calculated immediately after the authentication and delivery of the 2026 Bonds.

ARTICLE VI

[PROVISIONS RELATING TO INSURANCE POLICY AND RESERVE POLICY]

Section 6.01. Provisions Relating to the Insurance Policy. For so long as the Insured 2026 Bonds are Outstanding and the 2026 Insurer is not in default with respect to its obligations with respect to the 2026 Insurance Policy (provided, the 2026 Insurer shall always retain its right to the extent it has become subrogated to holders of any Insured 2026 Bonds), the following provisions shall be effective notwithstanding anything to the contrary in the Indenture:

(a) Rights of the 2026 Insurer to direct or consent to Authority, Trustee or Owner actions under the Indenture shall be suspended during any period in which the 2026 Insurer is in default in its payment obligations under the 2026 Insurance Policy (except to the extent of amounts previously paid by the 2026 Insurer and owing to the 2026 Insurer) and shall be of no force or effect in the event the 2026 Insurance Policy is no longer in effect or the 2026 Insurer asserts that the 2026 Insurance Policy is not in effect or the 2026 Insurer shall have provided written notice that it waives such rights.

(b) The 2026 Insurer shall be deemed to be the sole Owner of the Insured 2026 Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Insured 2026 Bonds are entitled to take pursuant to the Indenture pertaining to (i) defaults and remedies, (ii) the duties and obligations of the Trustee, and (iii) any supplements, amendments or waivers. In furtherance thereof and as a term of the Indenture and each Insured 2026 Bond, each Owner of the Insured 2026 Bonds appoints the 2026 Insurer as its agent and attorney-in-fact with respect to the Insured 2026 Bonds and agrees that the 2026 Insurer may at any time during the continuation of any proceeding by or against the Authority under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “Insolvency Proceeding”) direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a “Claim”), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, each Owner of the Insured 2026 Bonds delegates and assigns to the 2026 Insurer, to the fullest extent permitted by law, the rights of each Owner of the Insured 2026 Bonds in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. The Trustee acknowledges such appointment, delegation and assignment by each Owner of the Insured 2026 Bonds for the 2026 Insurer’s benefit, and agrees to cooperate with the 2026 Insurer in taking any action reasonably necessary or appropriate in connection with such appointment, delegation and assignment. Remedies granted to the Owners shall expressly include mandamus.

(c) The prior written consent of the 2026 Insurer shall be a condition precedent to the deposit of any credit instrument provided in substitution of the 2026 Reserve Policy or lieu of a cash deposit into the Senior Debt Service Reserve Fund. Notwithstanding anything to the contrary set forth in the Indenture, amounts on deposit in the Senior Debt Service Reserve Fund shall be applied solely to the payment of debt service due on the 2026 Bonds and any Participating Senior Bonds secured by the Senior Debt Service Reserve Fund.

(d) The maturity of Insured 2026 Bonds shall not be accelerated without the consent of the 2026 Insurer and in the event the maturity of the Insured 2026 Bonds is accelerated, the 2026 Insurer may elect, in its sole discretion, to pay accelerated principal, and interest accrued on such principal, to the date of acceleration (to the extent unpaid by the Authority) and the Trustee shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the 2026 Insurer's obligations under the 2026 Insurance Policy with respect to such Insured 2026 Bonds shall be fully discharged.

(e) No grace period for a covenant default shall exceed thirty (30) days or be extended for more than sixty (60) days, without the prior written consent of the 2026 Insurer. No grace period shall be permitted for payment defaults.

(f) The 2026 Insurer is a third-party beneficiary of the Indenture.

(g) Upon the occurrence of an extraordinary optional, special or extraordinary mandatory redemption in part, the selection of Insured 2026 Bonds to be redeemed shall be subject

to the approval of the 2026 Insurer. The exercise of any provision of the Indenture which permits the purchase of Insured 2026 Bonds in lieu of redemption shall require the prior written approval of the 2026 Insurer if any Insured 2026 Bond so purchased is not cancelled upon purchase.

(h) Any amendment, supplement, modification to, or waiver of, the Indenture that requires the consent of Owners or adversely affects the rights and interests of the 2026 Insurer shall be subject to the prior written consent of the 2026 Insurer.

(i) Unless the 2026 Insurer otherwise directs, upon the occurrence and continuance of an Event of Default or an event which with notice or lapse of time would constitute an Event of Default, amounts on deposit in the 2026A Construction Account and the 2026B Construction Account shall not be disbursed, but shall instead be applied to the payment of debt service or redemption price of the applicable series of 2026 Bonds.

(j) The rights granted to the 2026 Insurer under the Indenture to request, consent to or direct any action are rights granted to the 2026 Insurer in consideration of its issuance of the 2026 Insurance Policy. Any exercise by the 2026 Insurer of such rights is merely an exercise of the 2026 Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Owners and such action does not evidence any position of the 2026 Insurer, affirmative or negative, as to whether the consent of the Owners or any other person is required in addition to the consent of the 2026 Insurer.

(k) Only (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the 2026 Insurer, pre-refunded municipal obligations rated in the then highest rating category by S&P and Moody's for such obligations, or (5) subject to the prior written consent of the 2026 Insurer, any other type of security or obligation which S&P and Moody's have determined to be permitted defeasance securities, shall be used to effect defeasance of the Insured 2026 Bonds unless the 2026 Insurer otherwise approves.

To accomplish defeasance of the Insured 2026 Bonds, the Authority shall cause to be delivered to the 2026 Insurer (i) other than with respect to a current refunding that is gross funded, a report of either a nationally-recognized verification agent or a firm of independent, nationally-recognized certified public accountants as shall be acceptable to the 2026 Insurer verifying the sufficiency of the escrow established to pay the Insured 2026 Bonds in full on the maturity or redemption date ("Verification"), (ii) an escrow deposit agreement or other irrevocable written instructions (which shall be acceptable in form and substance to the 2026 Insurer), (iii) an opinion of nationally-recognized bond counsel to the effect that the Insured 2026 Bonds are no longer "Outstanding" under the Indenture and (iv) a certificate of discharge of the Trustee with respect to the Insured 2026 Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Authority, the Trustee and the 2026 Insurer. The 2026 Insurer shall be provided with final drafts of the above-referenced documentation not less than five (5) Business Days prior to the funding of the escrow. Insured 2026 Bonds shall be deemed

“Outstanding” under the Indenture unless and until they are in fact paid and retired or the above criteria are met.

(l) Amounts paid by the 2026 Insurer under the 2026 Insurance Policy shall not be deemed paid for purposes of the Indenture and the Insured 2026 Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the Authority in accordance with the Indenture. The Indenture shall not be discharged unless all amounts due or to become due to the 2026 Insurer have been paid in full or duly provided for.

(m) Claims Upon the 2026 Insurance Policy and Payments by and to the 2026 Insurer.

If, on the third Business Day prior to the related scheduled interest payment date or principal payment date (“Payment Date”) there is not on deposit with the Trustee, after making all transfers and deposits required under the Indenture, moneys sufficient to pay the principal of and interest on the Insured 2026 Bonds due on such Payment Date, the Trustee shall give notice to the 2026 Insurer and to its designated agent (if any) (the “2026 Insurer’s Fiscal Agent”) by telephone or teletype of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Insured 2026 Bonds due on such Payment Date, the Trustee shall make a claim under the 2026 Insurance Policy and give notice to the 2026 Insurer and the 2026 Insurer’s Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Insured 2026 Bonds and the amount required to pay principal of the Insured 2026 Bonds, confirmed in writing to the 2026 Insurer and the 2026 Insurer’s Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the 2026 Insurance Policy.

The Trustee shall designate any portion of payment of principal on Insured 2026 Bonds paid by the 2026 Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Insured 2026 Bonds registered to the then current Owner of the Insured 2026 Bonds, whether DTC or its nominee or otherwise, and shall issue a replacement Insured 2026 Bond to the 2026 Insurer, registered in the name of Assured Guaranty Inc., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee’s failure to so designate any payment or issue any replacement Insured 2026 Bond shall have no effect on the amount of principal or interest payable by the Authority on any Insured 2026 Bond or the subrogation rights of the 2026 Insurer.

The Trustee shall keep a complete and accurate record of all funds deposited by the 2026 Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Insured 2026 Bond. The 2026 Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

Upon payment of a claim under the 2026 Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of Owners of the Insured 2026 Bonds referred to herein as the “Policy Payments Account” and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the 2026

Insurance Policy in trust on behalf of Owners of the Insured 2026 Bonds and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Owners of the Insured 2026 Bonds in the same manner as principal and interest payments are to be made with respect to the Insured 2026 Bonds under the sections of the Indenture regarding payment of Insured 2026 Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything in the Indenture to the contrary, the Authority agrees to pay to the 2026 Insurer (i) a sum equal to the total of all amounts paid by the 2026 Insurer under the 2026 Insurance Policy (the “2026 Insurer Advances”); and (ii) interest on such 2026 Insurer Advances from the date paid by the 2026 Insurer until payment thereof in full, payable to the 2026 Insurer at the 2026 Insurance Policy Late Payment Rate per annum (collectively, the “2026 Insurer Reimbursement Amounts”). “2026 Insurance Policy Late Payment Rate” means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Insured 2026 Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The 2026 Insurance Policy Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Authority hereby covenants and agrees that the 2026 Insurer Reimbursement Amounts are secured by a lien on and pledge of the Trust Estate and payable from such Trust Estate on a parity with debt service due on the 2026 Bonds.

Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. The Trustee shall notify the 2026 Insurer of any funds remaining in the Policy Payments Account after the Trustee has made the payments for which a claim was made to the Owners of the Insured 2026 Bonds and shall, at the written direction of the 2026 Insurer, promptly remit such funds remaining to the 2026 Insurer.

(n) The 2026 Insurer shall, to the extent it makes any payment of principal of or interest on the Insured 2026 Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the 2026 Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the Authority to the 2026 Insurer under the Indenture shall survive discharge or termination of the Indenture.

(o) The Authority shall pay or reimburse the 2026 Insurer any and all charges, fees, costs and expenses that the 2026 Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in the Indenture; (ii) the pursuit of any remedies under the Indenture or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Indenture whether or not executed or completed, or (iv) any litigation, proceeding (including any Insolvency Proceeding) or other dispute in connection with the Indenture or the transactions contemplated thereby, other than costs resulting from the failure of the 2026 Insurer to honor its obligations under the 2026 Insurance Policy. The 2026 Insurer reserves the right to charge a reasonable fee as a condition to

executing any amendment, waiver or consent proposed in respect of the Indenture. Amounts payable by the Authority hereunder shall bear interest at the 2026 Insurance Policy Late Payment Rate from the date such amount is paid or incurred by the 2026 Insurer until the date the 2026 Insurer is paid in full. The obligation to reimburse the 2026 Insurer shall survive discharge or termination of the Indenture.

(p) The 2026 Insurer shall be entitled to pay principal or interest on the Insured 2026 Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the 2026 Insurance Policy) and any amounts due on the Insured 2026 Bonds as a result of acceleration of the maturity thereof, whether or not the 2026 Insurer has received a Notice of Nonpayment (as such terms are defined in the 2026 Insurance Policy) or a claim upon the 2026 Insurance Policy.

(q) Notices to the 2026 Insurer shall be sent to the following address (or such other address as the 2026 Insurer may designate in writing):

Assured Guaranty Inc.
1633 Broadway
New York, NY 10019
Attention: Risk Management Department – Surveillance
Re: Policy Nos. _____-N (2026 Insurance Policy) and _____-R (2026 Reserve Policy)
Telephone: (212) 974-0100
Email: **munidisclosure@agltd.com**

In each case in which the notice or other communication refers to a claim on the 2026 Insurance Policy, the 2026 Reserve Policy or an Event of Default, such notice or other communication shall be marked “URGENT MATERIAL ENCLOSED” and a copy shall also be sent to the attention of the General Counsel at the above address and at **generalcounsel@agltd.com**.

(r) The 2026 Insurer shall be provided with the following information by the Authority or the Trustee, as the case may be:

(i) To the extent not otherwise filed with the Municipal Securities Rulemaking Board’s EMMA system, annual audited financial statements within the filing deadline specified in the Authority’s continuing disclosure agreement, covenant or undertaking with respect to the 2026 Bonds (together with a certification of the Authority that it is not aware of any default or Event of Default under the Indenture), and, upon request, the Authority’s annual budget within thirty (30) days after the approval thereof together with such other information, data or reports as the 2026 Insurer shall reasonably request from time to time;

(ii) Notice of any draw upon the Senior Debt Service Reserve Fund within two (2) Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Senior Debt Service Reserve Requirement and (ii) withdrawals in connection with a refunding of Bonds and any Participating Senior Bonds secured by the Senior Debt Service Reserve Fund;

- (iii) Notice of any default or Event of Default under the Indenture known to the Trustee or the Authority within five (5) Business Days after knowledge thereof;
- (iv) Prior notice of the advance refunding or redemption of any of the Insured 2026 Bonds, including the principal amount, maturities and CUSIP numbers thereof;
- (v) Notice of the resignation or removal of the Trustee and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;
- (vi) Notice of the commencement of any Insolvency Proceeding (as defined in Section 6.01(b) above);
- (vii) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Insured 2026 Bonds;
- (viii) A full transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Indenture;
- (ix) All reports, notices and correspondence to be delivered to Owners under the terms of the Indenture; and
- (x) To the extent not otherwise filed with the Municipal Securities Rulemaking Board's EMMA system, all information required to be furnished pursuant to a continuing disclosure agreement, covenant or undertaking with respect to the 2026 Bonds.
- (s) The 2026 Insurer shall have the right to receive such additional information as it may reasonably request.
- (t) The Authority will permit the 2026 Insurer to discuss the affairs, finances and accounts of the Authority or any information the 2026 Insurer may reasonably request regarding the security for the 2026 Bonds with appropriate officers of the Authority and will use commercially reasonable efforts to enable the 2026 Insurer to have access to the facilities, books and records of the Authority on any Business Day upon reasonable prior notice.
- (u) The Trustee shall notify the 2026 Insurer of any known failure of the Authority to provide notices, certificates and other information under the Indenture that are required to be delivered to the Owners of the 2026 Bonds.
- (v) Notwithstanding satisfaction of the other conditions to the issuance of Additional Senior Bonds set forth in the Indenture, no such issuance may occur (1) if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such issuance and (2) unless the Senior Debt Service Reserve Fund is fully funded at the Senior Debt Service Reserve Requirement (including the proposed issue) upon the issuance of such Additional Senior Bonds, in either case unless otherwise permitted by the 2026 Insurer.

(w) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Indenture would adversely affect the security for the 2026 Bonds or the rights of the Owners, the effect of any such amendment, consent, waiver, action or inaction shall be considered as if there were no 2026 Insurance Policy.

Section 6.02. [Provisions Relating to the Reserve Policy]. For so long as the Insured 2026 Bonds are Outstanding and the 2026 Insurer is not in default with respect to its obligations with respect to the 2026 Reserve Policy (provided, the 2026 Insurer shall always retain its right to reimbursement to the extent of any claims paid under the 2026 Reserve Policy), the following provisions shall be effective notwithstanding anything to the contrary in the Indenture:

(a) The Authority shall repay any draws under the 2026 Reserve Policy and pay all related reasonable expenses incurred by the 2026 Insurer and shall pay interest thereon from the date of payment by the 2026 Insurer at the 2026 Reserve Policy Late Payment Rate. “2026 Reserve Policy Late Payment Rate” means the lesser of (x) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate (“Prime Rate”) (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 5%, and (ii) the then-applicable highest rate of interest on the Participating Senior Bonds and (y) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The 2026 Reserve Policy Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the 2026 Insurer shall specify. If the interest provisions of this subparagraph (a) shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the 2026 Insurer, with the same force and effect as if the Authority had specifically designated such extra sums to be so applied and the 2026 Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

Repayment of draws and payment of expenses and accrued interest thereon at the 2026 Reserve Policy Late Payment Rate (collectively, “Policy Costs”) shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

Amounts in respect of Policy Costs paid to the 2026 Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the 2026 Insurer on account of principal due, the coverage under the 2026 Reserve Policy will be increased by a like amount, subject to the terms of the 2026 Reserve Policy. The obligation

to pay Policy Costs shall be secured by a valid lien on the Trust Estate (subject only to the priority of payment provisions set forth under the Indenture).

All cash and investments in the Senior Debt Service Reserve Fund shall be transferred to the Senior Debt Service Fund for payment of debt service on Participating Senior Bonds before any drawing may be made on the 2026 Reserve Policy or any other Reserve Guaranty credited to the Senior Debt Service Reserve Fund in lieu of cash (herein, a “Credit Facility”). Payment of any Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all Credit Facilities (including the 2026 Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Senior Debt Service Reserve Fund. Payment of Policy Costs and reimbursement of amounts with respect to other Credit Facilities shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Senior Debt Service Reserve Fund. For the avoidance of doubt, “available coverage” means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(b) If the Authority shall fail to pay any Policy Costs in accordance with the requirements of subparagraph (a) hereof, the 2026 Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the Indenture other than (i) acceleration of the maturity of the Senior Bonds or (ii) remedies which would adversely affect owners of the Senior Bonds.

(c) The Indenture shall not be discharged until all Policy Costs owing to the 2026 Insurer shall have been paid in full. The Authority's obligation to pay such amounts shall expressly survive payment in full of the 2026 Bonds.

(d) The Authority shall include any Policy Costs then due and owing the 2026 Insurer in the calculation of the additional bonds test and the rate covenant in the Indenture.

(e) The Trustee shall ascertain the necessity for a claim upon the 2026 Reserve Policy in accordance with the provisions of subparagraph (a) hereof and provide notice to the 2026 Insurer in accordance with the terms of the 2026 Reserve Policy at least five Business Days prior to each date upon which interest or principal is due on the Participating Senior Bonds. Where deposits are required to be made by the Authority with the Trustee to the Senior Debt Service Fund more often than semi-annually, the Trustee shall give notice to the 2026 Insurer of any failure of the Authority to make timely payment in full of such deposits within two Business Days of the date due.

ARTICLE VII

TAX MATTERS

Section 7.01. Tax Covenants. The Authority shall at all times do and perform all acts and things reasonably within its control which are necessary or desirable in order to assure that interest paid on the 2026A Bonds and the 2026B Bonds will be excluded from gross income for federal income tax purposes and shall take no action reasonably within its control that would result in such interest not being so excluded. Without limiting the generality of the foregoing, the Authority agrees to comply with the provisions of the 2026 Tax Certificate. This covenant shall survive payment in full or defeasance of the 2026A Bonds and the 2026B Bonds.

Section 7.02. 2026A/B Rebate Account. For purposes of complying with tax covenants contained herein and in the Indenture, there is hereby established an Account in the Rebate Fund designated the “Burbank-Glendale-Pasadena Airport Authority Airport Senior Revenue Bonds, 2026 Series A/B Rebate Account” to be held by the Trustee. Amounts on deposit in the 2026A/B Rebate Account shall be applied as provided in Section 7.01.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Continuing Disclosure. The Authority hereby covenants and agrees to comply with the 2026 Continuing Disclosure Agreement as it may from time to time hereafter be amended or supplemented. Notwithstanding any other provision of the Indenture, failure of the Authority to comply with the requirements of the 2026 Continuing Disclosure Agreement, as it may from time to time hereafter be amended or supplemented, shall not be considered an Event of Default and the Trustee shall have no right to accelerate amounts due under the Indenture as a result thereof; provided, however, that the Trustee and the Owners of not less than 25% in principal amount of the Outstanding 2026 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations in this Section with respect to the 2026 Continuing Disclosure Agreement.

Section 8.02. Indenture to Remain in Effect. Save and except as supplemented by this Sixth Supplemental Indenture, the Indenture shall remain in full force and effect.

Section 8.03. Electronic Signatures. Each of the parties hereto agrees that the transaction consisting of this Sixth Supplemental Indenture may be conducted by electronic means. Each party agrees, and acknowledges that it is such party’s intent, that if such party signs this Sixth Supplemental Indenture using an electronic signature, it is signing, adopting, and accepting this Sixth Supplemental Indenture and that signing this Sixth Supplemental Indenture using an electronic signature is the legal equivalent of having placed its handwritten signature on this Sixth Supplemental Indenture on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Sixth Supplemental Indenture in a usable format.

Section 8.04. Counterparts. This Sixth Supplemental Indenture may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Burbank-Glendale-Pasadena Airport Authority has caused these presents to be signed in its name and on its behalf by the President of the Commission and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by one of its authorized officers, all as of the date first above written.

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY

By: _____
_____,
President of the Authority

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee

By: _____
Authorized Officer

EXHIBIT A

FORM OF 2026 BONDS

[language in brace brackets applies only to 2026 Bonds
to be registered in the name of CEDE & CO.]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

AIRPORT SENIOR REVENUE BOND

2026 SERIES [A (NON-AMT)][B (AMT)][C (TAXABLE)]

No. R-___ \$ _____

<u>Interest Rate</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>CUSIP No.</u>
%	_____, 2026	July 1, ____	

Registered Owner: [CEDE & CO.]

Principal Amount:

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY (herein called the “Authority”), a joint exercise of powers agency of the State of California, acknowledges itself indebted to, and for value received, hereby promises to pay (but only out of the Net Revenues (capitalized terms used herein shall have the meanings given such terms pursuant to the Indenture mentioned below) and other funds pledged therefor pursuant to the Indenture) to the Registered Owner specified above or registered assigns, on the Maturity Date specified above (unless this Bond shall have been previously called for redemption in whole or in part and payment of the Redemption Price shall have been duly made), the Principal Amount specified above, in lawful money of the United States of America and to pay interest thereon (but only from said Net Revenues and other funds pledged therefor pursuant to the Indenture) in like lawful money until payment of such principal sum shall be discharged as provided in the Indenture, at the rate per annum set forth above, payable on each Interest Payment Date.

The term “Interest Payment Date” means, with respect to the 2026[A/B/C] Bonds, each January 1 and July 1, commencing January 1, 2027. The term “Record Date” means, with respect to each Interest Payment Date for 2026[A/B/C] Bonds, the fifteenth day of the month (whether or not such day is a Business Day) preceding the month in which such Interest Payment Date falls.

This Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless: (i) this Bond is authenticated on an Interest Payment Date, in which event from such Interest Payment Date; and (ii) unless this Bond is authenticated after a Record Date and before the next succeeding Interest Payment Date for this Bond, in which event from such Interest Payment Date; provided, however, that if the date of authentication of this Bond shall be prior to _____ 15, 20__, this Bond shall bear interest from the Dated Date specified above. Notwithstanding the foregoing, if the Authority shall default in the payment of interest, then this Bond shall bear interest from the date to which interest has been paid or if no interest has been paid, from the Dated Date specified above.

The principal or, if applicable, the Redemption Price hereof, is payable upon surrender hereof at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., in Los Angeles, California (together with any successor trustee as provided in the Indenture, the “Trustee”) or such other place as designated by the Trustee or at the designated office of a successor Trustee. Interest hereon is payable by check mailed on each Interest Payment Date to the Owner hereof as of the applicable Record Date at the address appearing on the Bond Register maintained by the Trustee; provided Owners of at least \$1,000,000 aggregate principal amount of 2026[A/B/C] Bonds may, at any time prior to a Record Date, give the Trustee written instructions for payment of such interest on each succeeding Interest Payment Date for such 2026[A/B/C] Bonds by wire transfer or by deposit to any account in the United States. Notwithstanding the foregoing provisions of this paragraph, if this Bond is a Book-Entry Bond, this Bond and the interest hereon will be payable in accordance with the Representation Letter with the Securities Depository for this Bond.

This Bond is one of a duly authorized issue of bonds of the Authority designated as “Burbank-Glendale-Pasadena Airport Authority Airport Senior Revenue Bonds” (the “Bonds”) and of a Series of the Bonds designated as “Burbank-Glendale-Pasadena Airport Authority Airport Senior Revenue Bonds, 2026 Series [A (Non-AMT)][B (AMT)][C (TAXABLE)]” (the “2026[A/B/C] Bonds”). The 2026[A/B/C] Bonds have been issued in the aggregate principal amount of \$_____. The 2026[A/B/C] Bonds are issued pursuant to Article 4 of the Joint Powers Act. The 2026[A/B/C] Bonds are issued under, and, together with all other Senior Bonds issued and Outstanding under the Indenture, are equally and ratably secured by the Trust Estate and entitled to the protection given by, the Master Indenture of Trust, dated as of May 1, 2005, including various supplements, as amended and restated by the Amended and Restated Master Indenture of Trust, dated as of May 1, 2024, between the Authority and the Trustee, as amended and supplemented from time to time, including as supplemented by the Sixth Supplemental Indenture of Trust, dated as of _____ 1, 2026 (as so amended and supplemented, the “Indenture”), between the Authority and the Trustee. In addition, the 2026[A/B/C] Bonds are Participating Senior Bonds and are secured, together with all other Participating Senior Bonds, by amounts in the Senior Debt Service Reserve Fund established by the Indenture.

As provided in the Indenture, Bonds of the Authority may be issued thereunder from time to time pursuant to Supplemental Indentures in one or more Series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as in the Indenture provided. The aggregate principal amount of Bonds which may be issued under the Indenture is not limited except as provided in the Indenture, and all Bonds issued and to be issued under the Indenture are and will be equally secured by the pledge of the Trust Estate and the covenants made therein, except as otherwise expressly provided in or permitted by the Indenture.

Copies of the Indenture are on file at the principal office of the Authority and at the Principal Office of the Trustee and reference is hereby made to the Indenture and to all amendments and supplements thereto for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Authority, the Trustee and the Owners of the Bonds and the terms upon which the Bonds are secured under the Indenture, the rights and remedies of the Owners of the Bonds, the limitations on such rights and remedies and the terms and conditions upon which Bonds are issued and may be issued thereunder. The Indenture provides that Senior Obligations other than Bonds, secured by a first priority pledge of the Net Revenues and amounts in the Revenue Fund on a parity with the Bonds, may be issued or incurred by the Authority on the terms set forth therein. By acceptance of this Bond, the Registered Owner accepts and agrees to the terms of the Indenture.

This Bond is a special obligation of the Authority and the principal of, Redemption Price, if any, and interest on this Bond are payable solely from the Trust Estate and shall not constitute a charge against the general credit of the Authority. This Bond is not secured by a legal or equitable pledge of, or lien or charge upon, any property of the Authority or any of its income or receipts except the pledge of the Trust Estate pursuant to the Indenture which pledge is subject to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein. Neither the faith and credit nor the taxing power of the State of California, the Authority, any member of the Authority or any other public agency is pledged to the payment of the principal or Redemption Price of, or interest on, this Bond. The issuance of this Bond shall not directly, indirectly or contingently obligate the Authority or any member of the Authority to levy or pledge any form of taxation or to make any appropriation for the payment of this Bond. The payment of the principal, Redemption Price or interest on this Bond does not constitute a debt, liability or obligation of the State of California, any member of the Authority or any public agency (other than the special obligation of the Authority as provided in the Indenture). Neither the members of the Commission of the Authority, nor any person executing this Bond, nor any officer or employee of the Authority shall be individually liable for the principal or Redemption Price of, or interest on, this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond or in respect of any undertakings by the Authority under the Indenture.

The 2026[A/B/C] Bonds are [not] subject to [optional and mandatory] redemption as provided in the Indenture.

The Indenture may be amended or supplemented as provided in the Indenture.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect

to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon.

It is hereby certified and recited that all conditions, acts and things required by law and the Indenture to exist, to have happened and to have been performed precedent to and in the issuance of this Bond, exist, have happened and have been performed in due time, form and manner and that the 2026[A/B/C] Bonds, together with all other indebtedness of the Authority, comply in all respects with the applicable laws of the State of California and the Joint Powers Agreement.

This Bond shall not be entitled to any benefit under the Indenture or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Trustee of the Trustee's Certificate of Authentication hereon.

IN WITNESS WHEREOF, THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of the [President] of the Authority and attested by the manual or facsimile signature of the [Assistant Secretary] of the Authority, as of the Dated Date specified above.

**BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY**

ATTEST: _____
[ASSISTANT SECRETARY]

BY: _____
[PRESIDENT]

TRUSTEE’S CERTIFICATE OF AUTHENTICATION

This is one of the 2026[A/B/C] Bonds delivered pursuant to the within mentioned Indenture.

Date of Authentication: _____

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee**

BY: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(Name, Address and Tax Identification or
Social Security Number of Assignee)

the within Bond of the Burbank-Glendale-Pasadena Airport Authority and does hereby irrevocably constitute and appoint

_____ attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Notice: The Signature of this assignment and transfer must correspond with the name as written upon the face of this Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed by

Notice: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

[STATEMENT OF INSURANCE

Assured Guaranty Inc. (“AG”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on the [2026A Bonds, the 2026B Bonds and the 2026C Bonds] (the “Insured Bonds”), to The Bank of New York Mellon Trust Company, N.A., Los Angeles, California, or its successor, as paying agent for the Insured Bonds (the “Trustee”). Said Policy is on file and available for inspection at the principal office of the Trustee and a copy thereof may be obtained from AG or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AG as more fully set forth in the Policy.]

Replacement Passenger Terminal Project
Resolution and Financing Documents
Authorizing the 2026 Bonds

Burbank-Glendale-Pasadena Airport Authority
Commission Meeting

April 6, 2026

Purpose of 2026 Bonds

- Fund ~\$366 million of project draws for RPT Project
 - 2024 Bonds provided ~\$687 million
 - No additional bonds are expected to be issued
- Funding goal includes ~\$3 million for Southeast Quadrant reconfiguration and \$6 million of additional contingency

Source of Funding	Estimate (\$mil)
AIP Grant – discretionary	7.9
BIL AIG Grant – formulaic	32.1
BIL ATP Grant – competitive	56.6
PFC Revenues	51.2
Facility Development Fund	100.0
Proceeds of Property Sale	2.1
General Airport Revenue Bonds	1,047.8
Commercial Paper	<u>10.0</u>
Total	1,307.7

The 2026 Bonds

- Fixed rate, 30-year bonds
- Secured on parity with Authority's outstanding 2012 and 2024 GARBs
- Expects to fund (i) \$366 million RPT Project costs and refunding of commercial paper (CP), (ii) debt service reserve fund, (iii) capitalized interest, and (iv) costs of issuance
- Rated by Moody's, S&P and Fitch
- Purchase of bond insurance/surety policy to be evaluated based on market conditions
- Will be sold in a negotiated offering, similar to other large, complex airport financings

Responsibilities Due to Issuing 2026 Bonds

- Increase amount of debt owed
- Similar to those for Authority's outstanding 2024 GARBs
- Responsibilities include:
 - Debt service payments
 - Maintenance of funds in certain accounts for bondholder security
 - Covenants related to setting rates and charges
 - Covenants on operations and maintenance of the Airport
 - Reporting duties and adherence to certain federal tax rules
 - Provision of information and paying for credit rating surveillance

Estimated Results

	Preliminary Estimates*	Not-to-Exceed Parameters
Aggregate Principal Amount	\$421,425,000	\$435,000,000
True Interest Cost	5.52%	6.00%
Underwriter Discount	0.27%	0.30%
Total Net Debt Service	\$881,081,000	--
Annual Net Debt Service	\$30,178,000	--

* Based on market conditions as of 3/30/2026, funding approximately \$366 million of project proceeds and refunding of CP, and actual assigned credit ratings.

Bond Resolution

- Authorize issuance of 2026 Bonds
- Approve forms of certain documents relating to issuance and sale of 2026 Bonds
- Authorize execution and delivery of documents for the 2026 Bonds and other related actions

Financing Documents

- Sixth Supplemental Indenture of Trust
 - Describes terms of 2026 Bonds
- Bond Purchase Agreement
 - Contract of sale of 2026 Bonds between Authority and Underwriters
- Preliminary Official Statement
 - Prospectus describing the 2026 Bonds
- Continuing Disclosure Agreement
 - Obligates Authority to provide annual reports and notices of certain events

Schedule

Date	Activity
March 16, 2026	• Finance & Administration Committee unanimously (3-0) recommended approval of Bond Resolution
April 6, 2026	• Commission considers approval of Bond Resolution
April 21, 2026	• Publish POS for 2026 Bonds
May 5, 2026	• Pricing of 2026 Bonds
May 14, 2026	• Closing of 2026 Bonds

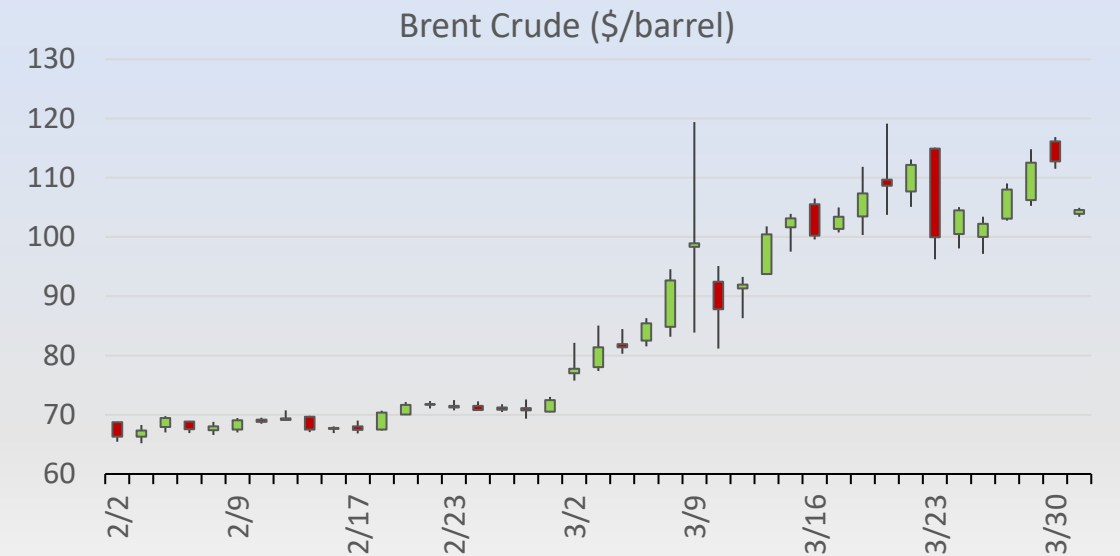
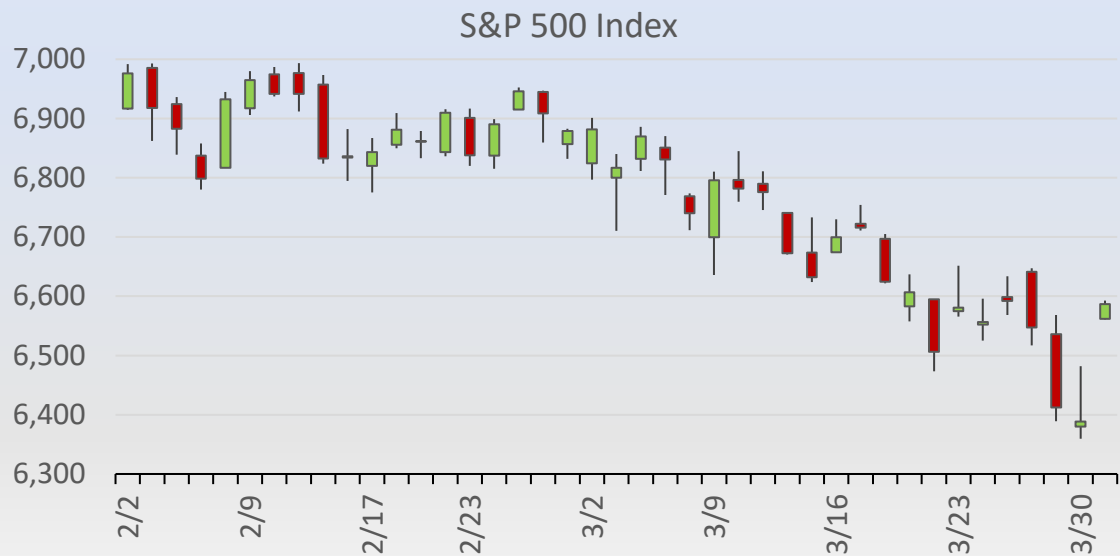
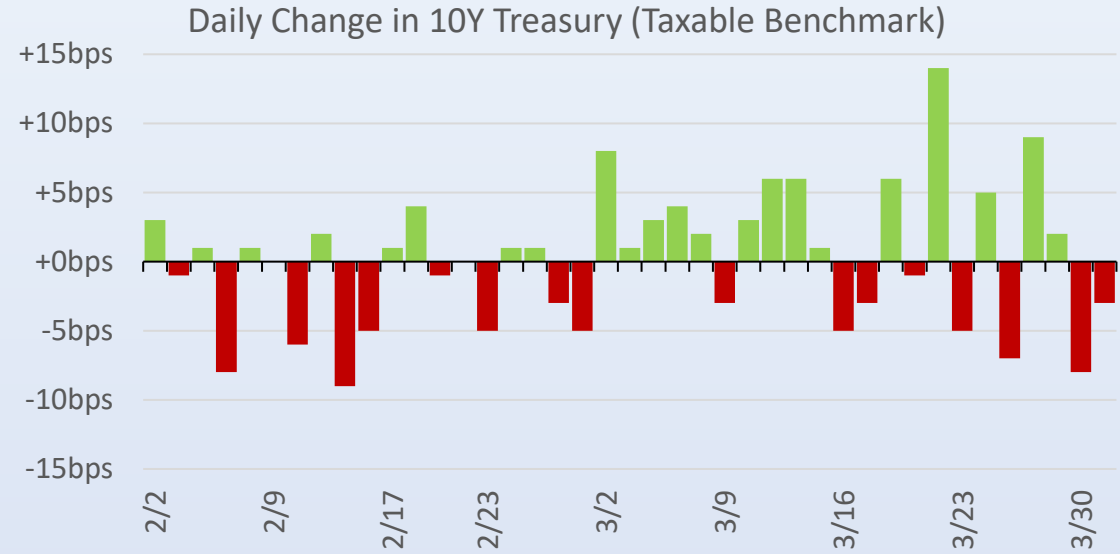
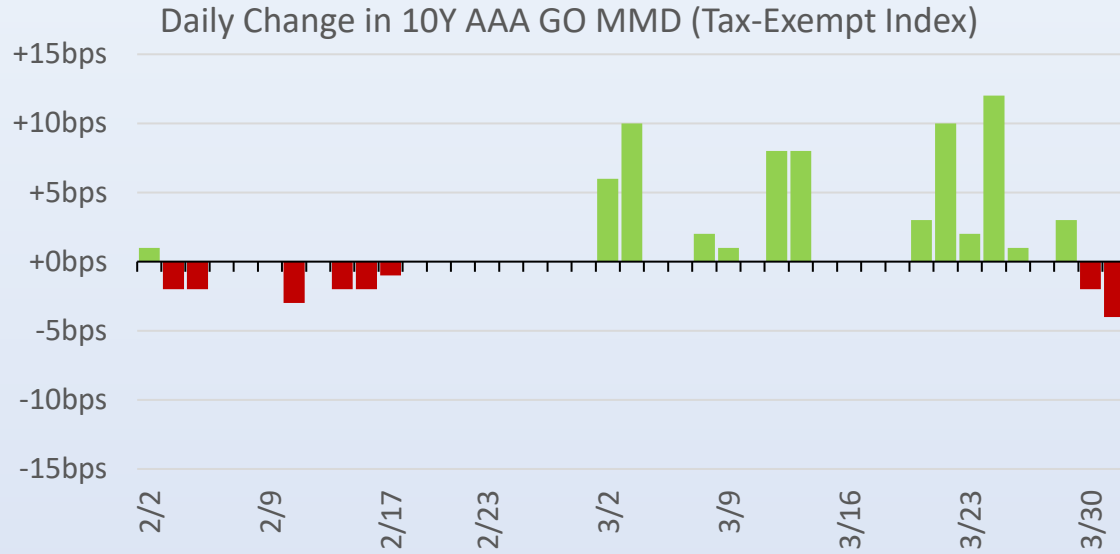
Appendix:

Sample Calculation of Terminal Rent Requirements

<i>Amounts in (\$000)</i>	FY2027	FY2028
Operating Expenditures	25,787	26,525
Bond Debt Service	9,039	48,636
CP Debt Service	6,354	0
Capital Allowance	<u>1,500</u>	<u>1,500</u>
Total Terminal Rent Requirements*	42,680	76,662
less Non-Airline Rents	(4,332)	(4,419)
less Concession Revenues	(15,989)	(16,287)
less Other Revenues	(2,970)	(2,988)
Parking Revenues	(39,575)	(42,674)
Parking-Related Operating Expenditures	23,740	24,659
Parking-Related Bond Debt Service	2,338	17,895
Parking-Related CP Debt Service	<u>3,326</u>	<u>0</u>
less Net Parking Revenue*	(10,171)	(120)
less Non-Signatory Terminal Rents	<u>(2,342)</u>	<u>(13,430)</u>
Net Signatory Airline Terminal Rent Requirement*	6,875	39,417

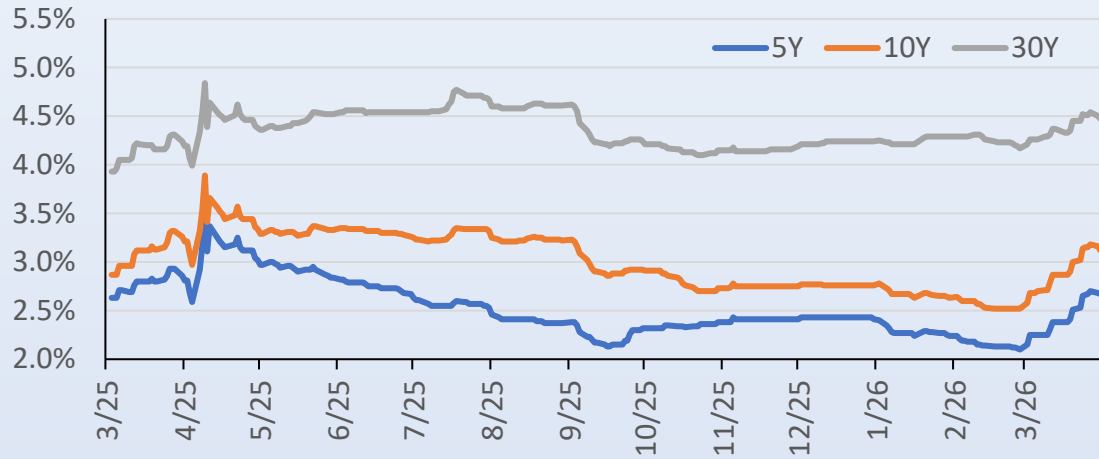
Appendix:

Recent Volatility in the Financial and Commodity Markets

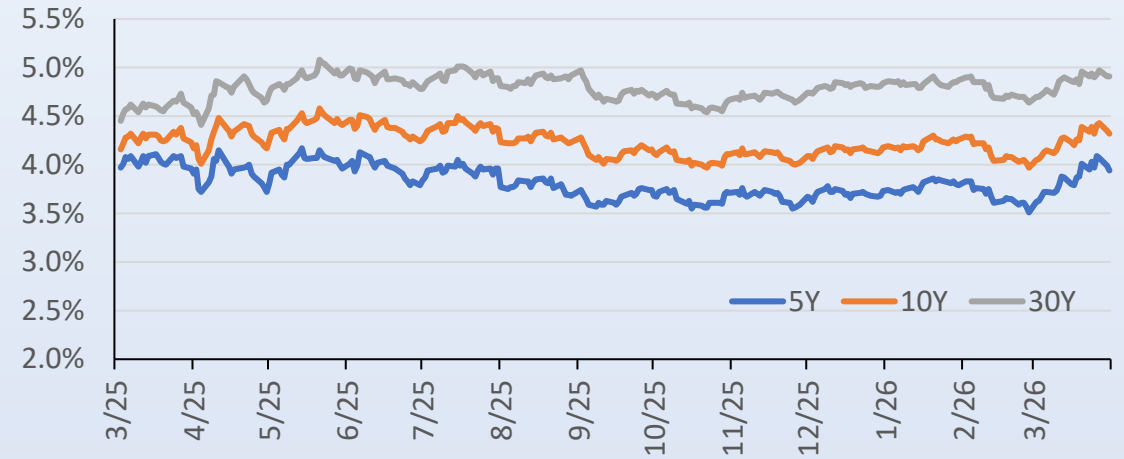


Appendix: Municipal Bond Market Snapshot

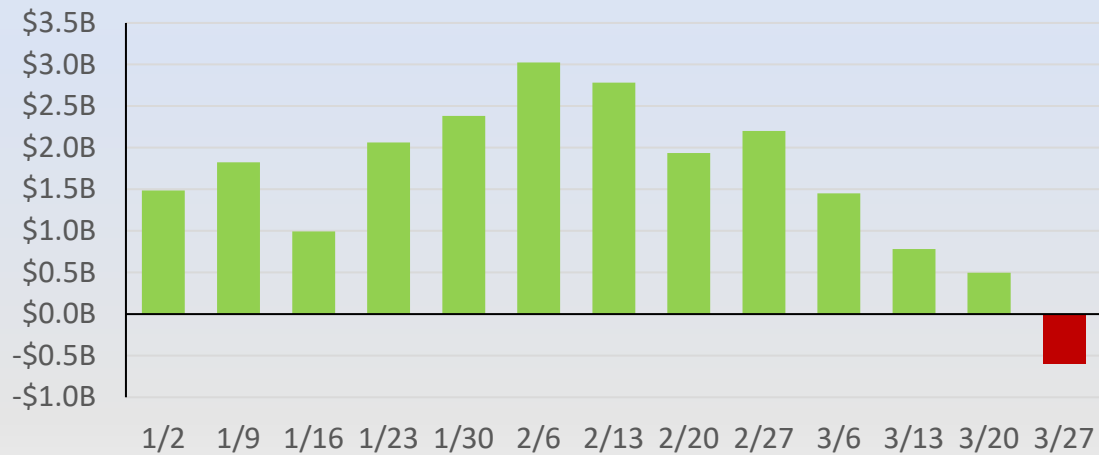
AAA GO Municipal Market Data (Tax-Exempt Index)



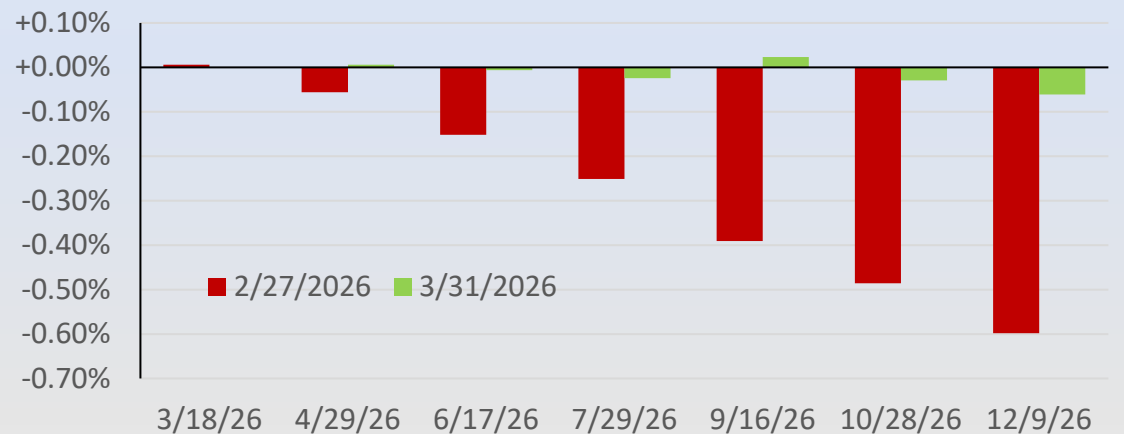
U.S. Treasury Yields (Taxable Benchmark)



Municipal Bond Fund Flows



Implied Change in Fed Funds Rate



Hot Spots, Vehicle Transponders, and Incident Reporting

Presented to:
Burbank-Glendale-Pasadena Airport Authority

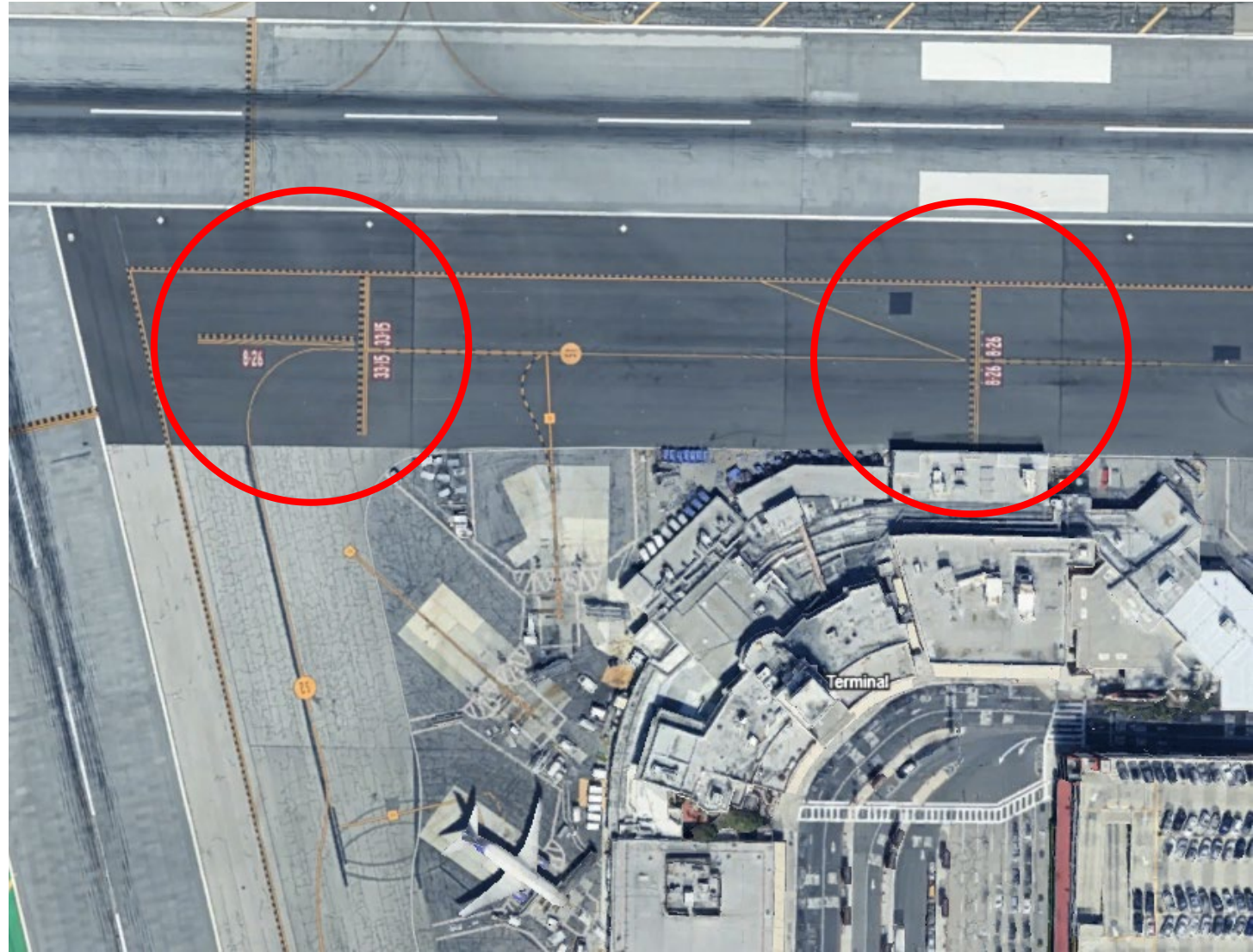
Presented by
Patrick Lammerding
Deputy Executive Director, Operations, Security, and SMS
April 6, 2026

What is a Hot Spot

- A “Hot Spot” is a location on an airport movement area with a history or potential risk of collision or runway incursion, and where heightened attention by pilots and drivers is necessary.
- Hot Spot locations are shown visually and described in writing in the FAA Airport Facility Directory and Chart Supplement.

Location of Hot Spots Hollywood Burbank Airport

- Both Hot Spots are associated with the proximity of the existing passenger terminal to the runways.
- Both Hot Spots will be addressed upon transition of operations to the Replacement Passenger Terminal.



Vehicle Transponders

- The Authority vehicles with access to the movement area at BUR are not currently equipped with transponders
- FAA installed the Surface Surveillance System using the ADS-B technology last year at BUR which allows for vehicle identification on the airfield
- The next step would be the installation of Vehicle Movement Area Transponders (“VMAT”) in the vehicles that are authorized to access the movement areas
- Airport staff has been in active communication with the FAA ADO regarding possible grant funding for VMAT installation in 50 identified airport vehicles

FAA Incident Reporting

- Types of incidents investigated by the FAA:
 - Pilot Deviation (“PD”)
 - Operational Incident (“OI”)
 - Vehicle/Pedestrian Deviation (“VPD”)
- Potential incidents are often unknown to the airport at the time of the incident
- The FAA will contact the airport for information if it is relevant to their investigation
- Incidents are listed publicly in an FAA database, but there is a delay from the time of reporting

Southwest Go-Around; March 26, 2026

- Southwest 2353 departed LAS at 2:50pm.
- At approximately 3:35pm, the aircraft flew the approach to Runway 8 at BUR.
- The aircraft is observed on security surveillance video touching down approximately 2,000' down the runway and immediately initiating a go-around.
- The aircraft circled to attempt another landing. The following communication exchange is heard:
 - *BUR ATCT: "Southwest 2353, say reason for the go-around last time."*
 - *WN2353: "Just a long landing, Southwest 2353."*
- Passenger cell phone records an announcement from the flight crew stating that the go-around occurred because "the runway wasn't quite clear."
- **Airport Operations investigated and found no issues with the runway and no indication that there were any Air Traffic Control conflicts. There are no incidents filed with the FAA.**

Hollywood Burbank Airport Replacement Passenger Terminal



Safety

- Work Craft Hours to Date – 2,590,461 Hours
- Safety Orientations to Date – 3,680
- Daily Average Workers Onsite – 876

Current Construction Activities

Terminal

- Ongoing Ceiling Install
- Ongoing Interior Buildout
- Ongoing Mechanical, Electrical and Plumbing Install
- Ongoing Exterior Skin Install

Garage

- Ongoing Valet Office Construction
- Ongoing Elevator Shaft Construction
- Ongoing Overhead Mechanical, Electrical and Plumbing Install
- Continued In-Wall Mechanical, Electrical and Plumbing Install

Civil

- Continued Electrical Ductbank Install
- Continued Airside Paving
- Continued Landside Utility Install
- Continued Panhandle Fine Grading for Roadways

[Photos](#)



Completed A Restroom



Completed A Restroom

Photos



Flight Information Display



Silver Screen Steel

Photos



Area D Baggage Handling Systems



Area C Fascia/Soffit Framing

Photos



ASF Overhead Doors



Garage Built-Up Slab



Replacement Passenger Terminal Commission Meeting Transit Mode Access

December 15, 2025

Jacobs



Agenda

- 1 - DA INTERPRETATION FOR PUBLIC TRANSIT ACCESS
- 2 - TRANSPORT MODE SPLITS
- 3 - VALET PATH AND EXPERIENCE



DA Interpretation

- The DA requires a dedicated lane for public transit
- The site design accommodated public transit and valet with separate entries into the garage and a dedicated public transit lane inside the garage to fulfill this requirement
- Upon final review by the City of Burbank, concern was raised that as designed, public transit was not afforded a clear path in case of traffic congestion
- Following this interpretation, the design was augmented after the GMP was established to provide separation between public transit and valet
- As result of the design revision:
 - City agreed to revised layout
 - Revised design provides clear sight for passengers to terminal parking and valet drop-off










Site Plan

Legend

- 1 Replacement Passenger Terminal
- 2 Parking Garage
- 3 View Corridor Plaza
- 4 Aircraft Apron
- 5 Cargo/GSE Building
- 6 Employee Parking
- 7 New Roadway System
- 8 Air Traffic Control Tower

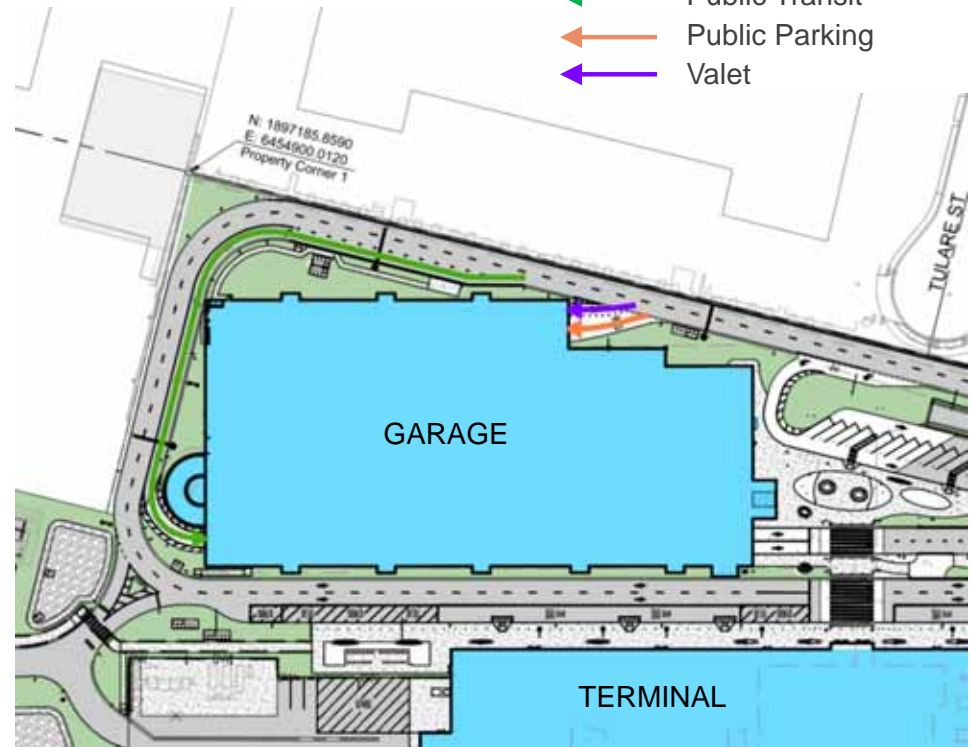


Modified Public Transit and Valet Entry

-  Shared Ride Drop-Off
-  Shared Ride Pick-up
-  Public Transit
-  Public Parking
-  Valet



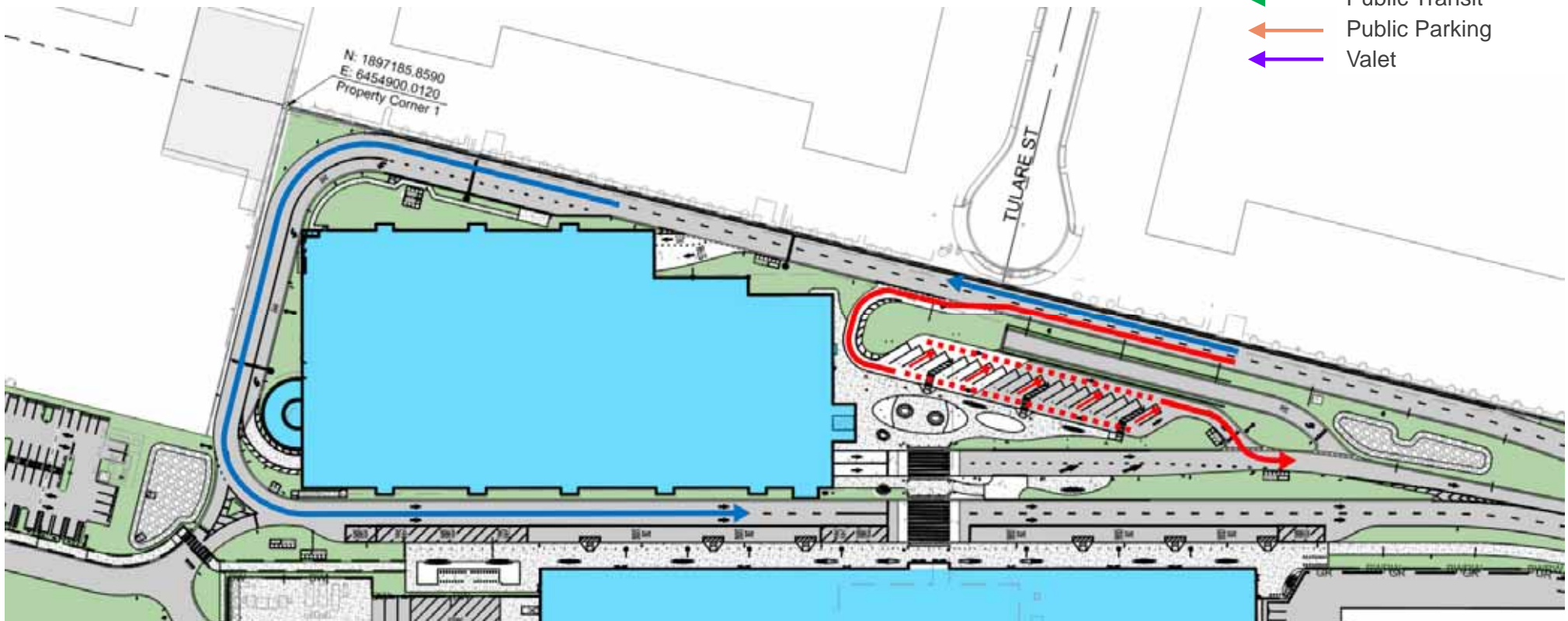
Original Design



Modified Design

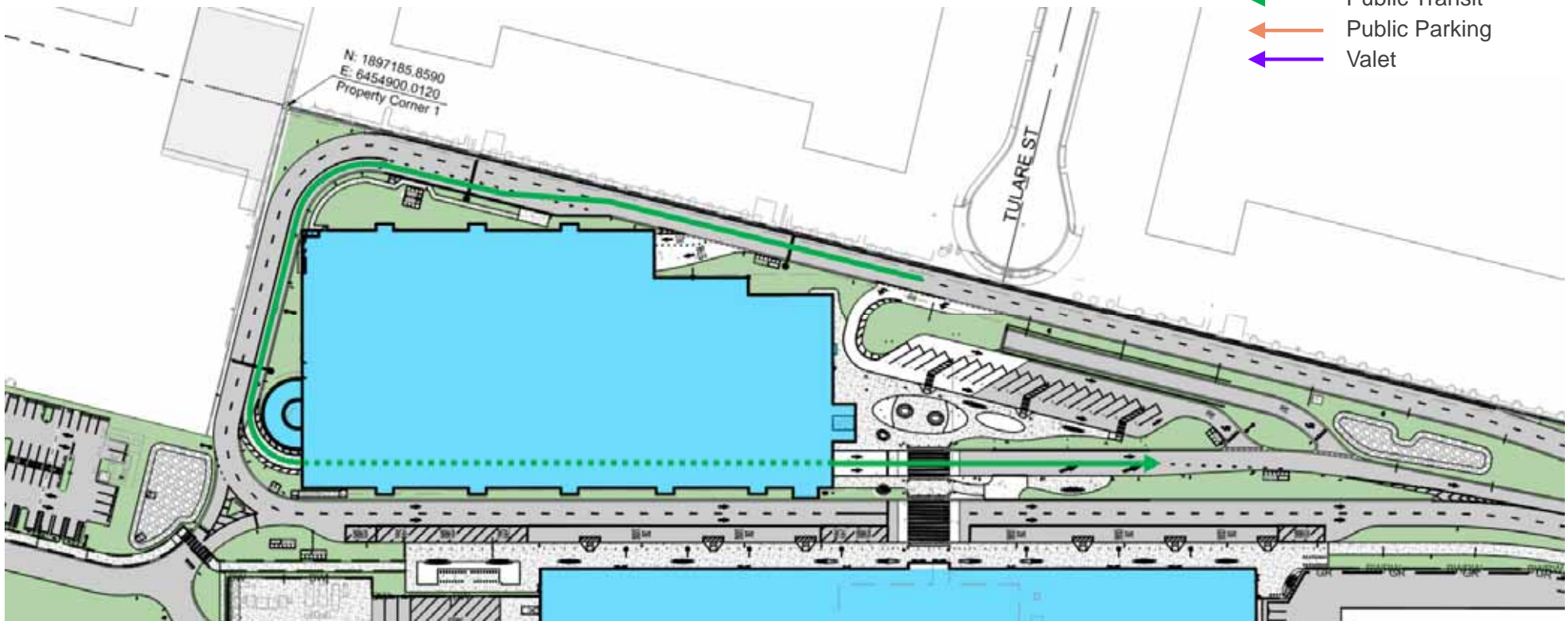
Transport Mode Splits – Shared Ride

- ← Shared Ride Drop-Off
- ← Shared Ride Pick-up
- ← Public Transit
- ← Public Parking
- ← Valet



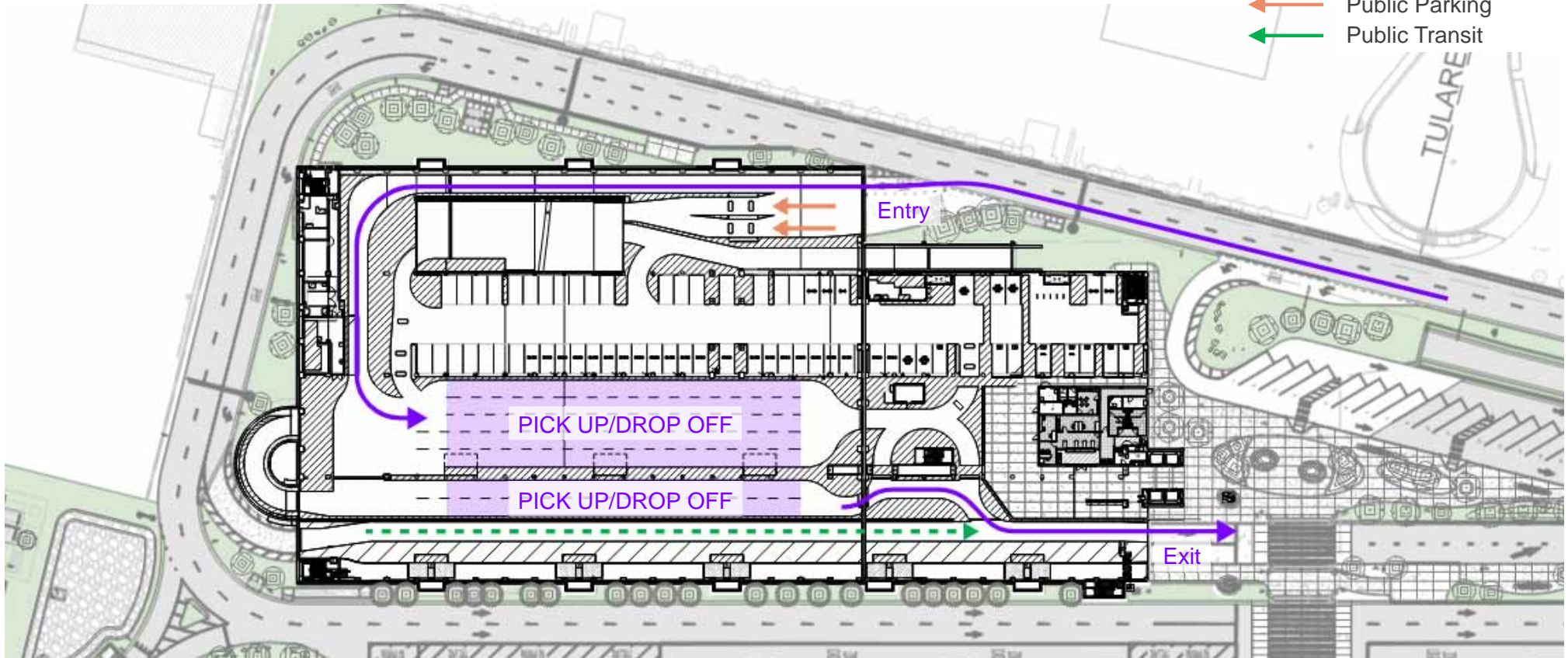
Transport Mode Splits – Public Transit

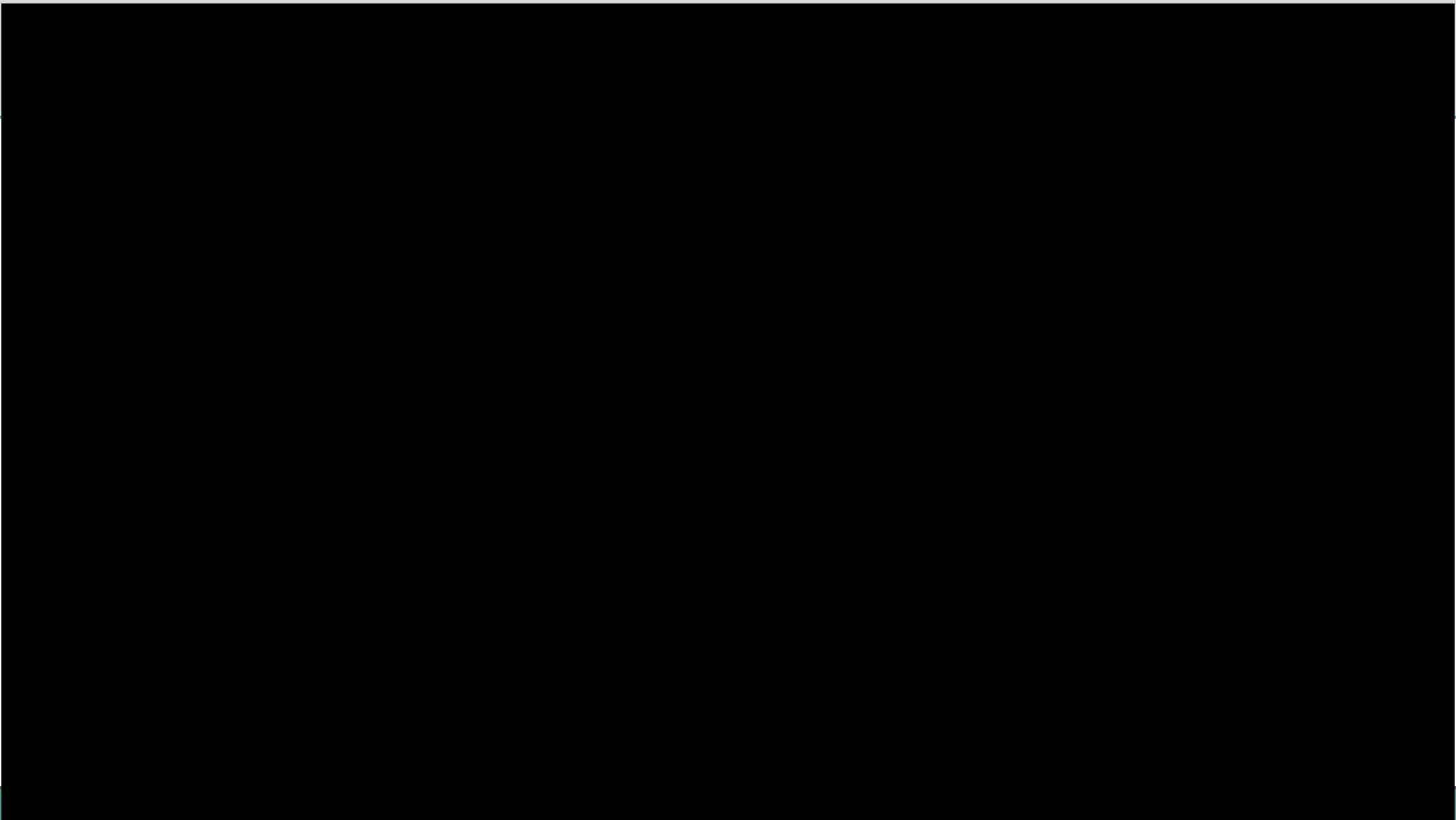
- ← Shared Ride Drop-Off
- ← Shared Ride Pick-up
- ← Public Transit
- ← Public Parking
- ← Valet



Transport Mode Splits – Valet

- ← Valet
- ← Public Parking
- ← Public Transit







Thank you.



Jacobs

