

**OPERATING MEMORANDUM NO. 1
FOR JANITORIAL SERVICES AGREEMENT**

THIS OPERATING MEMORANDUM NO. 1 ("First Operating Memorandum") is dated July 20, 2026 for reference purposes, and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and C&W Facility Services Inc. ("Contractor"), a Massachusetts corporation, to implement the August 19, 2024 Janitorial Services Agreement ("Agreement") executed by the parties. Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

RECITALS

- A. The parties executed the Agreement to provide for the Authority's retention of Contractor as an independent contractor to provide janitorial services.
- B. The parties have amended the Agreement pursuant to a September 15, 2025 Amendment No. 1 and a July 20, 2026 Amendment No. 2 (collectively, "Amendments").
- C. The Authority desires to make Replacement Passenger Terminal office space available for Contractor's use in connection with performance of the Agreement.
- D. This First Operating Memorandum is being executed pursuant to Section 15(M) of the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **License.** The Authority grants Contractor a revocable, no-fee license to use Replacement Passenger Terminal office space in the area designated on the attached Exhibit 1 ("License Area"). The Executive Director shall notify Contractor when the License Area is available for Contractor's use. At any time and without cause, by notice to Contractor, the Executive Director may: (i) relocate or modify the size of the License Area; or (ii) revoke this license. In the event the License Area is relocated or modified, the parties shall memorialize the change in a new operating memorandum. In the event this license is revoked, this First Operating Memorandum shall be cancelled as of the date specified in the Executive Director's notice. Contractor shall not have or assert any claim against the Authority based on a relocation or modification of the License Area or a revocation of this license.
2. **Use.** Contractor shall use the License Area solely for purposes related to Contractor's performance of the Services. Contractor's start of use of the License Area shall conclusively be deemed acceptance of the License Area.
3. **Relationship To Permit.** This First Operating Memorandum is supplemental to, and shall be interpreted in accordance with, the Agreement. The Agreement remains in full force and effect as executed and amended by the Amendments, and is not further amended by this First Operating Memorandum.

4. **Counterparts.** This First Operating Memorandum may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

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

C&W Facility Services Inc.

By: Mark Stotler
Mark Stotler (Jul 10, 2026 16:16:25 CDT)

By: Kayla Davis
Kayla Davis (Jul 14, 2026 12:16:01 EDT)

Print Name: Mark Stotler

Print Name: Kayla Davis

☐ Chairperson ☒ **President** ☐ Vice President

☐ Secretary ☐ Asst. Secretary
☒ **Chief Finance Officer** ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

Burbank-Glendale-Pasadena Airport Authority

John T. Hatanaka, Executive Director

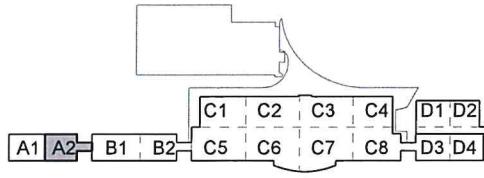
Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT 1
License Area Diagram

(attached)

KEYPLAN



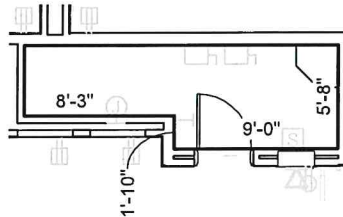
LEGEND

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- WIRELESS ACCESS POINT



The document is diagrammatic and is intended only to show the demised premises of the project (hatched area). It does not purport to show exact dimensions nor the final location of any mechanical, electrical, structural or architectural element. Further, the landlord reserves the right to add, eliminate or modify any such element,

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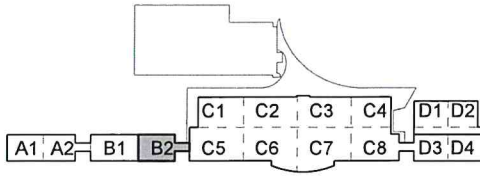


BUR REPLACEMENT PASSENGER TERMINAL

Exhibit 1

	Mod A - C&W	T-A-01A-067	83 SF
06/26/2026	Tenant	Room #	Area

KEYPLAN



LEGEND

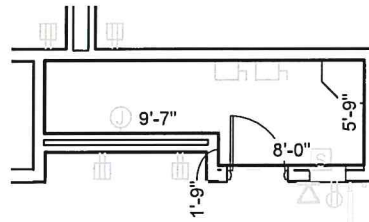
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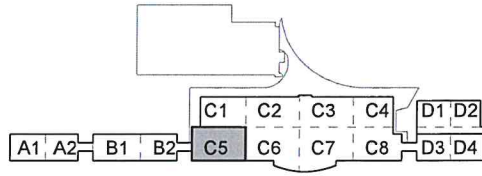


BUR REPLACEMENT PASSENGER TERMINAL

Exhibit 1

	Mod B - C&W	T-B-01A-014	84 SF
06/26/2026	Janitor	Room #	Area

KEYPLAN



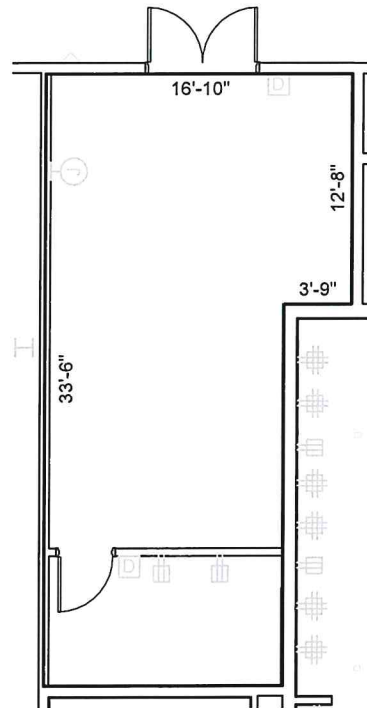
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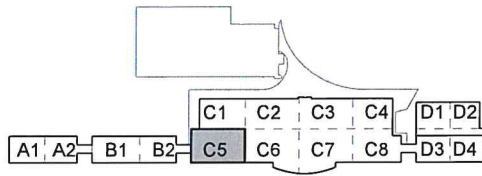


BUR REPLACEMENT PASSENGER TERMINAL

Exhibit 1

	Mod C - C&W	T-CN-01A-027	485 SF
06/26/2026	Janitor	Room #	Area

KEYPLAN



LEGEND

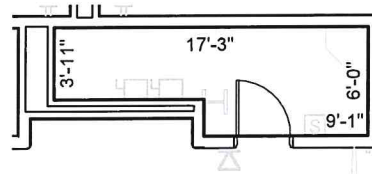
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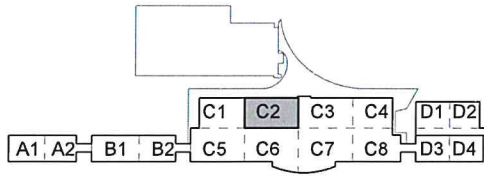


BUR REPLACEMENT PASSENGER TERMINAL

Exhibit 1

	Mod C - C&W (Airside)	T-CN-01A-021	86 SF
06/26/2026	Janitor	Room #	Area

KEYPLAN



LEGEND

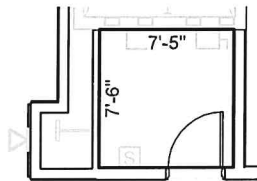
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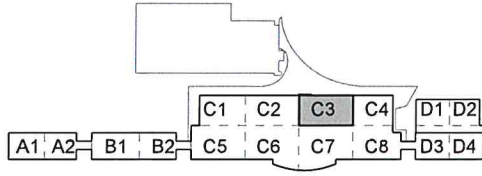


BUR REPLACEMENT PASSENGER TERMINAL

Exhibit 1

	Mod C - C&W (Landside)	T-CN-01L-002	56 SF
06/26/2026	Janitor	Room #	Area

KEYPLAN



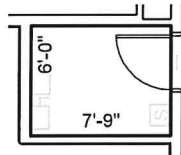
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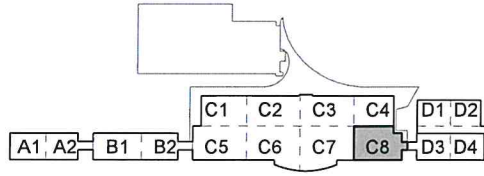


BUR REPLACEMENT PASSENGER TERMINAL

Exhibit 1

	Mod C - C&W (Landside)	T-CS-01L-017	46 SF
06/26/2026	Janitor	Room #	Area

KEYPLAN



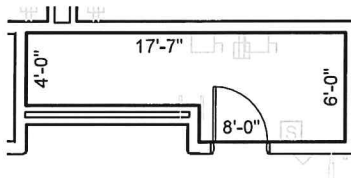
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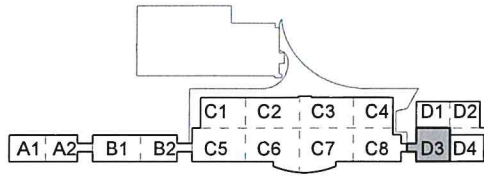


BUR REPLACEMENT PASSENGER TERMINAL

Exhibit 1

	Mod C - C&W (Airside)	T-CS-01A-026	86 SF
06/26/2026	Janitor	Room #	Area

KEYPLAN



LEGEND

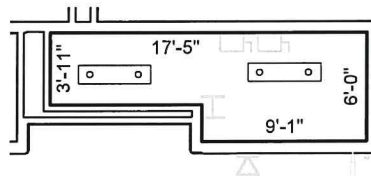
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BUR REPLACEMENT PASSENGER TERMINAL

Exhibit 1

06/26/2026

Mod D - C&W

Janitor

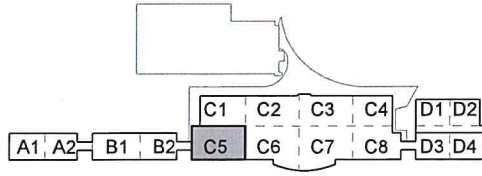
T-D-01A-010

Room #

87 SF

Area

KEYPLAN



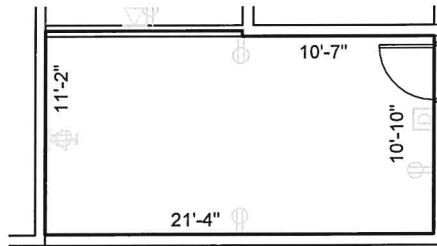
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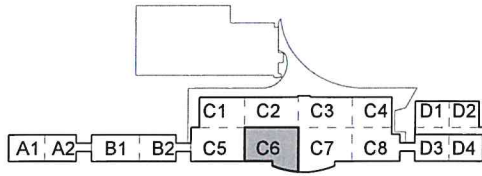


BUR REPLACEMENT PASSENGER TERMINAL

Exhibit 1

06/26/2026	Level 2 - C&W Janitor	T-CN-02L-072 Room #	235 SF Area
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KEYPLAN



LEGEND

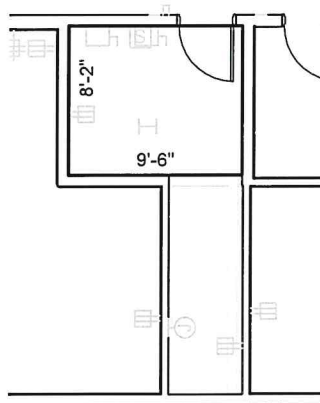
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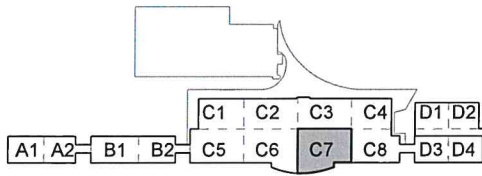


BUR REPLACEMENT PASSENGER TERMINAL

Exhibit 1

	Level 2 - C&W	T-CN-02L-116	78 SF
06/26/2026	Janitor	Room #	Area

KEYPLAN



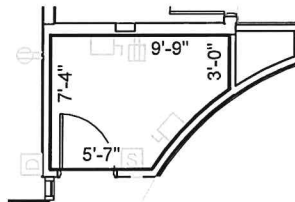
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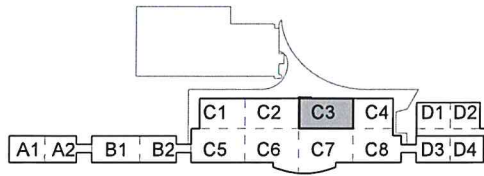


BUR REPLACEMENT PASSENGER TERMINAL

Exhibit 1

	Level 2 - C&W	T-CS-02L-017	61 SF
06/26/2026	Janitor	Room #	Area

KEYPLAN



LEGEND

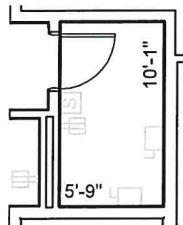
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BUR REPLACEMENT PASSENGER TERMINAL

Exhibit 1

	Level B1 - C&W	T-CS-00A-002	58 SF
06/26/2026	Janitor	Room #	Area

**AMENDMENT NO. 1 TO
NOISE OFFICE SERVICES AGREEMENT**
(Burbank-Glendale-Pasadena Airport Authority / Envirosuite)

This Amendment No. 1 (“First Amendment”) to the April 15, 2024 Noise Office Services Agreement (“Agreement”) executed by the Burbank-Glendale-Pasadena Airport Authority (“Customer”), a California joint powers agency, and EMS Brüel & Kjaer, Inc. (“Supplier”), a Delaware corporation doing business as Envirosuite, is dated August 17, 2026 for reference purposes.

RECITALS

A. The parties executed the Agreement to provide for Customer’s retention of Supplier as an independent contractor to provide continued maintenance and support services for an Airport Noise and Management System at Hollywood Burbank Airport.

B. The parties desire to amend the Agreement to provide for Supplier’s installation of a replacement Digital Loggers Incorporated Air Traffic Control audio recorder solution.

NOW, THEREFORE, the parties agree as follows:

1. Addition of Clause 21. The Agreement is amended by adding a new Clause 21 to read as follows.

“21 Replacement Air Traffic Control Recorder

- a. Supplier shall install a replacement Digital Loggers Incorporated (“DLI”) Air Traffic Control (“ATC”) audio recorder solution in accordance with Schedule G.
- b. Upon acceptance of the replacement DLI ATC audio recorder solution, Customer shall pay Supplier a one-time Service Fee in accordance with Schedule G.
- c. The parties acknowledge that installation work performed under this Agreement constitutes a “public works project” within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.).
- d. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 (with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)).
- e. Installation work performed under this Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Supplier shall post job site notices, as prescribed by regulation.

- f. Copies of the prevailing rate of the per diem wages established by the DIR are on file at Hollywood Burbank Airport and shall be made available on request.
- g. Supplier shall comply with Labor Code Section 1775 and shall forfeit, as a penalty to Customer, the sum of \$200 for each calendar day or portion thereof during which Supplier or any subcontractor has paid to any worker employed on an installation project an amount less than that required by the DIR.
- h. Supplier agrees to comply with the provisions of Labor Code Section 1776, which generally require Supplier and each subcontractor to: (i) keep accurate payroll records; (ii) certify and make such payroll records available for inspection; (iii) inform Customer of the location of the records; and (iv) forfeit, as penalty to Customer, the sum of \$100 for each calendar day or portion thereof for each worker until such payroll records have been provided in response to a request pursuant to Section 1776. Supplier is responsible for compliance with Section 1776 by itself and all of its subcontractors. Supplier shall provide a copy of such payroll records to Customer.
- i. Supplier shall forfeit, as penalty to Customer, the sum of \$25 dollars for each worker employed in the execution of this Agreement by Supplier or subcontractors for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week, in violation of Labor Code Section 1810 et seq.
- j. Supplier shall not perform any installation work under this Agreement with any subcontractor that has been debarred or suspended pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Supplier and subcontractors (including principals and employees of Supplier and subcontractors) shall not be debarred or suspended throughout the term of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Supplier or any subcontractor becomes debarred or suspended during the term of this Agreement, then Supplier shall immediately notify Customer.
- k. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, Supplier certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- 2. **Addition of Schedule G.** The attached Schedule G is added to the Agreement and incorporated by reference.
- 3. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

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

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

EMS Brüel & Kjaer, Inc. DBA Envirosuite

By: 

Print Name: Greg Bracci

☐ Chairperson ☐ President ☒ Vice President

By: 

Print Name: ToBIT DRIVER

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

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line]

Burbank-Glendale-Pasadena Airport Authority

Tyron Hampton, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

Schedule G
Replacement Air Traffic Control Solution

(attached)

August 6, 2026

Mr. Kyle Porter
Manager, Noise & Environmental Affairs
Hollywood Burbank Airport (BUR)
2627 N Hollywood Way
Burbank, CA 91505

Replacement Air Traffic Control (ATC) Recorder for Hollywood Burbank Airport

Dear Mr. Porter:

Hollywood Burbank Airport (BUR) owns and operates Idegen ANOMS as a key part of its airport noise management strategy. The total solution consists of ANOMS, WebTrak, and NMTs used to identify operations and provide measured data for reports used to engage the community.

Proposed Services

BUR is requesting a quote an Air Traffic Control (ATC) Recorder by Digital Loggers Incorporated (DLI) to be installed within the new BUR Terminal Parking Garage.

Ideagen will install a Digital Loggers Incorporated (DLI) Air Traffic Control (ATC) audio recorder configuration within BUR's ANOMS system at Hollywood Burbank Airport. This effort will transition the ANOMS ATC audio source from the existing solution in the existing terminal to a "telecom closet" or IDF at the new terminal parking garage to support ongoing analysis of aircraft operations and reporting to internal and external stakeholders.

- Ideagen will provide a replacement DLI ATC Recorder solution to be located within the 5th Floor IDF at the new terminal parking garage.
- Ideagen will provide and install replacement DLI-compatible server hardware at BUR that meets current operating system and security requirements.
- Ideagen will provide and install radio hardware and antenna to capture the following ATC channels:

<u>Freq</u>	<u>Name</u>
▪ 134.500	D-ATIS
▪ 135.125	D-ATIS
▪ 122.950	Unicom
▪ 122.900	Airport Noise
▪ 135.050	SOCAL (050-150 BUR)
▪ 134.200	SOCAL (160-280 VNY)
▪ 124.600	SOCAL (South BUR btw 150-VNY 160)
▪ 120.400	SOCAL (VNY 280 - BUR 50)
▪ 118.700	Tower
▪ 132.325	Tower - Helicopters
▪ 123.900	Ground
▪ 118.000	Clearance

- Ideagen will verify the operation and configuration of proposed radios at BUR as part of the installation of DLI ATC audio recorder configuration to ensure reliable capture of ATC communications.
- Ideagen will remove legacy, end-of-life servers within the existing BUR passenger terminal previously used for the DLI recording environment.

Description	One-Time Fee
Replace existing DLI ATC recorder solution with an upgraded solution (BUR) complete 12 channel system for BUR, including all new hardware, software, installation, permits, insurance	\$106,195

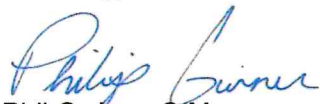
Delivery

The timely delivery of this service is dependent on receiving a purchase order. This will allow for the implementation and service activation to be completed with Hollywood Burbank Airport timeframe.

Terms and Conditions

- This offer is valid for 60 days
- All prices are quoted in United States Dollars and excludes all taxes
- This Offer will be delivered under Ideagen standard terms and conditions

Sincerely,



Phil Gwimer, C.M.
Customer Solutions Manager

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT**
(Burbank-Glendale-Pasadena Airport Authority / Anyone Collective LLC)

This Amendment No. 2 (“Second Amendment”) to the July 21, 2025 Professional Services Agreement (“Agreement”) executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Anyone Collective LLC (“Consultant”), a California limited liability company, is dated August 17, 2026 for reference purposes.

R E C I T A L S

- A. The parties executed the Agreement to provide for the Authority’s retention of Consultant as an independent contractor to provide the following professional services: FY 2026 airport marketing consulting, website maintenance, and media purchase services.
- B. The parties executed a March 16, 2026 Amendment No. 1 (“First Amendment”) to the Agreement to: (i) add Replacement Passenger Terminal website development and ad campaign services; (ii) increase the contract limit; (iii) extend the term; and (iv) update the federal requirements exhibit.
- C. The parties desire to amend the Agreement to: (i) provide for FY 2027 general marketing and branding program services; and (ii) increase the contract limit.

NOW, THEREFORE, the parties agree as follows:

- 1. Amendment of Section 1.** Section 1 (Definitions) of the Agreement is amended by amending Paragraphs (E) and (L), and by adding a new Paragraph (O), to read as follows:

“E. ‘Contract Limit’: \$2,650,000 (inclusive of commission for media spends).

L. ‘Services’: the tasks set forth in the Proposal, Supplemental Proposal No. 1, and Supplemental Proposal No. 2.

O. ‘Supplemental Proposal No. 2’: Consultant’s July 23, 2026 proposal attached as Exhibit A-2.”

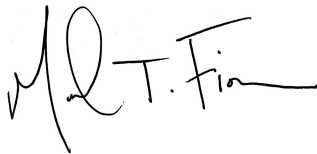
- 2. Addition of Section 19.** The Agreement is amended by adding a new Section 19 to read as follows:

“**19. Task Orders.** Consultant shall perform Services in the “B2B Airline Marketing, Content Creation, Design and Executions Collaborative Meetings, Associated Travel” category of Supplemental Proposal No. 2 on a Task Order basis. The cumulative value of such Task Orders shall not exceed \$275,000. The Executive Director may approve such Task Orders without further Commission action.”

3. **Addition of Exhibit A-2.** The attached Exhibit A-2 is incorporated into the Agreement by reference.
4. **Counterparts.** This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.
5. **Preservation of Agreement.** Except as expressly modified by this Second Amendment, all of the provisions of the Agreement (as amended by the First Amendment) shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the provisions of the Agreement (as amended by the First Amendment), the provisions of this Second Amendment shall control.

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

Anyone Collective LLC



Manager



Manager

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

Burbank-Glendale-Pasadena Airport Authority

Tyron Hampton, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A-2
Supplemental Proposal No. 2

(attached)

ANYONE™



Hollywood Burbank Airport
FY27 Proposal – JULY 2026 – JUNE 2027
August 17, 2026



To: John Hatanaka, Kathy David, Nerissa Sugars
From: Anyone™ Collective
Date: July 23, 2026
SUBJECT: FY27 Proposal
PROPOSAL ID: 260723-GSa

Dear John and Nerissa,

Please find attached the proposal for the working relationship between Hollywood Burbank Airport and Anyone™ Collective on the FY27 Advertising & Marketing Strategy. This proposal outlines deliverables for FY27, as well as estimated pricing for each.

We are thrilled to have the opportunity to continue to work with Airport staff to help grow the Airport and its business. The entire Anyone™ team is very excited and we look forward to continuing our journey together, especially focusing on the new terminal launch, while expressing the same great convenience to the public.

As always, our partnership with Hollywood Burbank Airport is important to us, and we cannot wait to get started on FY27.

Simply put, we believe the work we've done together in previous years has built the proper foundation to pick up where we left off. We are very ready to do so. Thank you again for the opportunity!

Please let us know if you have any questions or comments.

We look forward to speaking with you soon.

Anyone™ Team

Project Summary - Scope of Work

Overview

Anyone™ Collective LLC (hereafter, “Anyone™”) will provide the Burbank-Glendale-Pasadena Airport Authority (hereafter, “Client”) in reference to Hollywood Burbank Airport (hereafter “Hollywood Burbank Airport”) with a Branding, Marketing, and Advertising Package to include multiple assets necessary for the successful implementation of marketing goals for Hollywood Burbank Airport.

Professional Services Agreement

Client hereby engages Anyone™, with a mailing address of 99 Pasadena Avenue, Suite One, South Pasadena, CA 91030, for the purpose of performing the services necessary to execute a Branding, Marketing, and Advertising Package (hereafter, “Services”) for Hollywood Burbank Airport.

FY27: Introduction

With the launch of the new terminal, the goal of FY27 is to continue to expand and strengthen the new brand to ensure continued growth for the Airport. In FY27, the focus will be to show measured growth for the new Hollywood Burbank Airport brand, and roll out the new identity everywhere.

Utilizing the most current data and facts, we can ensure all branding, advertising, and marketing efforts are in line with modern trends and technologies and continue pushing for more awareness of Hollywood Burbank Airport. Our efforts in FY27 will keep us on trend with the current market and provide clear and thoughtful direction to build a strategy that encourages more business for the Airport from both a consumer and airline perspective. In FY27, we will focus on both B2C (Business to Customer) and B2B (Business to Business) marketing and branding efforts. In addition to this upcoming fiscal year we are preparing awareness and informative communication efforts based on any unforeseen crisis so we can be prepared to create and identify communications that would be necessary to communicate on behalf of the airport, the airlines, and travelers.

Through strategically designed, hyper-targeted, measurable campaigns to encourage greater engagement from passengers and airlines alike. Anyone™ will explore creative ways to connect with and speak to new and existing customers through the Airport’s updated brand voice.

FY27 will provide continued support to Hollywood Burbank Airport for the successful implementation of its rebranding and marketing goals, which includes, but is not limited to, the following:

- New terminal launch marketing push, expressing the same convenience that the public knows and loves.
- Increase passenger levels.
- Build upon Airline Marketing, and overall marketing, advertising, and branding efforts.
- Continue establishing the Airport as one of the premier boutique airports in the U.S.

- Provide the Airport with a geographic identity that speaks to the local community, to passengers east of the Rockies, and to select region-specific targets throughout the U.S.
- Grow and expand the current target demographics via new strategies and creative campaign directions.
- Create fresh and new campaigns, such as season-specific and audience-specific advertising to generate a new wave of consumer awareness and deliver new information to our existing consumer base.
- Provide detailed analytics for every campaign in order to adjust and pivot whenever necessary to ensure the highest level of performance for each and every deliverable.
- Focus on targeting new airlines, new flights and routes, and positioning Hollywood Burbank Airport as Southern California's most convenient airport.

FY27 Includes:

1. FY27 Target Strategy Overview

The following strategy breakdown is a continuation of the strategies set in place from previous years. In FY27, we define the prioritized target markets and consumers, including B2B, B2C, and airline marketing. The goal is to continue to build on the investment made in prior years and identify new markets and new creative directions—all in collaboration between Airport staff and agency. This team approach will ensure that we stay with current branding and messaging trends and utilize critical insights from the Airport to build creative campaigns that will bring new consumers and drive customer engagement.

Strategy Breakdown

- A. Hyper-targeted Creative and Messaging
 - Leisure and business travelers creative and messaging
 - Bleisure traveler creative and messaging
 - Seasonally-focused campaign targets, creative, and messaging
 - Geographically-focused campaign targets, creative, and messaging
- B. Calls-to-action and Engagements
 - Airport key benefits (i.e. new terminal, same convenience, transportation center, rental car, parking, amenities, new airlines, new routes, key air service partnerships, etc.)
 - Digital drivers/touch points: Engage target audiences through digital advertising and social media channels.
 - Incentives: Drive new engagement through incentives (i.e. targeted events, giveaways, contests, usage of collected customer data through email marketing, etc.)
- C. Digital Content Creation and Touch Points
 - Influencer Campaigns: Content will be geared towards travelers nationwide with stories that drive awareness to Hollywood Burbank Airport.

- Seek the creation of co-opportunities (i.e. Co-branded sponsorships and advertising.)
 - Content contributors will include staff, commissioners, air carrier representatives, and other key Airport stakeholders.
- D. Airline Marketing Target Strategy
- Utilize targeted brand messaging to support airline marketing efforts.
 - Continue to grow the strategy that focuses on airline marketing to support the B2B development for the airport.
 - Work with Airport staff to create airline marketing-targeted materials, including collateral, deck presentation templates, custom presentations, B2B-focused web portal.
 - Join Airport staff to attend airline marketing-focused meetings with industry executives, airlines, etc.
 - Continue to create and expand upon co-branded marketing and advertising opportunities in collaboration with Airport staff.

In previous years, Anyone™ provided plans for effective execution of initial campaigns for Hollywood Burbank Airport along with a projected plan for future placements. In FY27, analytics gathered from the initial campaigns combined with continued exploration in marketing and advertising research will inform an updated plan that details targets, defines messaging, and determines the appropriate creative direction for branding materials. Our overall digital plan will leverage our true partnership with the Airport and will incorporate collaborations with staff.

2. Brand Creative Campaign

The initial creative strategy for Hollywood Burbank Airport will be focused on launching the new brand, the new terminal, and the new website. As campaigns and brand awareness evolved, Anyone™ diversified the strategy and reshaped messaging and campaigns around specific benefits, locations, and types of travelers. By continuing to use custom targeting techniques and custom messaging, engagement will continue to grow over a large base of qualified demographics.

Anyone™ will continue to incorporate calls-to-action (CTAs) that promote direct engagement to drive conversions. In FY27, Anyone™ will add new social/digital targets that will drive and grow the Airport's target audience and encourage repeat engagements, as well as explore influencer collaborations.

Deliverables include individual creative campaigns for each of the established campaign targets and their placement within the context of the new marketing plan. A minimum of two (2) concepts per campaign will be created with supporting graphics. All concepts, regardless of target or campaign, will continue to utilize branding elements so that Hollywood Burbank Airport continues to reinforce its cohesive look and feel. The initial creative direction has been selected and approved by Airport staff, Anyone™ will apply the creative to all the deliverables determined in the marketing plan.

- Anyone™ will utilize analytics gathered during previous years to determine an appropriate creative direction for FY27.
- Advertising will focus on three geographic areas and B2B:
 - Local (Southern California)

- Regional (select out-of-state targets)
- East of the Rockies
- B2B (Airline Marketing)
- Anyone™ will create hero graphics that will define the artwork for the deliverables. Below is a list of potential deliverables to be included; final deliverables will be determined after the strategy is developed:
 - Magazines
 - Local Ads
 - Digital Advertising
 - Social Media Community Management Content
- Anyone™ will subcategorize travelers and target each individual subcategory with unique campaigns via programmatic and social media advertising:
 - Create three to six (3–6) campaigns per subcategory for a maximum of twenty-four (24) total.
 - Entice target consumers with a call-to-action OR a click engagement to “find out more information” on any benefit or service being advertised.

3. Creative Deliverables

3a. Advertising Campaigns

Using the final creative campaign assets from Deliverable 2; with combined research garnered in previous years combined with updated new research; and long-standing relationships with media distributors, Anyone™ will evaluate marketing and advertising mediums to build a multi-platform media plan that provides the highest impact with the lowest budget. The key focus for FY27 is to create custom-targeted messaging spread across the established target demographics, to define calls-to-action for engagement with new potential customers, and to continue growing awareness of the Airport’s brand and location.

The goal of these deliverables is to promote new terminal and its quality, friendly service, and convenience in an innovative and tangible way. Competitive, attention-grabbing collateral will stand out in a saturated market, engaging customers via strategic placements in areas that will reach target prospects.

The execution of print and digital deliverables is for placement only. Media buying is estimated separately. Anyone™ will receive an industry standard 20% commission based on Hollywood Burbank Airport’s overall spend, which will be determined by Hollywood Burbank Airport. The recommended spend is identified in this estimate.

3b. Social Media Advertising

Anyone™ will continue to design and develop the overall digital marketing and social media strategy for Hollywood Burbank Airport in FY27. The goal of the digital marketing and social media strategy will be to continue to create awareness for Hollywood Burbank Airport. This will include existing and new customers for the Airport. Quarterly progress reports will be developed so that analytics and data can help define the KPI’s (Key Performance Indicators and ROI) for

each campaign. Again, Anyone™ will collaborate with Airport staff in the development of this plan and on all final deliverables.

Anyone™ will create new ads, featuring updated messaging and creative, to run across social platforms including Facebook, Instagram, Google AdWords, and custom communication platforms through co-op positioning and targeted touch points. The content campaigns will garner interest for Hollywood Burbank Airport to gain active followers, encourage engagement of customers, and ensure awareness of Hollywood Burbank Airport's features and benefits, including Airline Marketing. Content campaigns will include web and social banner ads, social media graphics, and re-skinning of social properties. Every campaign is to last for approximately thirty to sixty (30–60) days and will update consistently to reflect changes in seasonality, performance, and targets as needed.

3c. Community Management—Up to 60 hours/month

In collaboration with Airport staff review, Anyone™ will continue community management efforts for the Airport throughout FY27, engaging with a concerted focus on all travel segments ie: Business, Leisure and Bleisure, we can connect in real-time with the Airport's community. We will collaborate with Airport staff to create a monthly content schedule that defines that months goals and content.

- **Engaging:** The goal will be to keep the Airport's brand and personality consistent, while adapting to social media trends and content.
- **Moderating:** Anyone™ will work proactively with Airport staff to manage the Airport's online reputation by keeping all social profiles clear from spam.
- **Measuring:** By monitoring, engaging, and moderating, we will have a better sense of how the social community perceives the brand, identify areas for improvement, and work to refine the Airport's presence. Anyone™ will pinpoint which channels our audiences are most active on and where we can satisfy primary objectives—whether it's building brand awareness, pushing traffic to the website, or simply maintaining the Airport's reputation and integrity.

3d. Website Maintenance: Up to 10 hours/month - hollywoodburbankairport.com

As the Airport's business evolves and grows, it is important to have a website that is dynamic and evolves as needed over time, inclusive of all content and functionality. Anyone™ will provide the following website maintenance services:

- **Platform/CMS Maintenance**
 - Ongoing maintenance and updating all website plugins, themes, and technologies
 - Cloud backup of website on a weekly basis
 - Constant uptime monitoring to ensure site accessibility
 - Ensuring that the site core is running on the latest security technologies, avoiding outdated software that can contain vulnerabilities
 - XML sitemap monitoring to ensure crawl-ability and index-ability by all major engines
 - Meta description updates for consistent snippets in search engine results
 - Optimization of page titles and copy headlines for SEO
 - Regular malware monitoring and removal
 - Deployment of Google Analytics across all pages for accurate usage and audience statistics
 - Ensuring all SSL (secure sockets layer) certificates are up-to-date

- **Content Maintenance**
 - Adding, swapping, or editing new and existing photos and graphics for the website
 - Adding, editing, or removing copy on the existing site including articles, reports, contact information, or service/amenity descriptions
 - Expansion or deletion of links within website navigation panels

4. Media Planning & Buying

Media planning and buying involves elements of strategy, negotiations, and purchasing. For social media purchases Anyone™ is required to pay campaign budgets in advance (this is known as ad buys). When planning the inventory to purchase, planners must take into consideration the product being advertised, target audience, and campaign goals.

Anyone™ will strategize, negotiate, purchase, and monitor advertising space on behalf of the Client. Anyone™ will strive to connect with the highest number of people in the approved target audiences at the lowest cost whenever possible.

1. **Media—Digital:** Budget will allow a consistent buy of programmatic digital ads to be placed month-to-month as part as Anyone™'s continuous digital plan.
2. **Media—Print:** Budget will allow for smaller local print publications to be supported during certain months, while larger distribution airline publications will be selected and ads placed according to the allocated budget.
3. **Media—Social:** Budget will play a large role in connecting Anyone™'s specific messaging to potential travelers within all newly created subcategories.

Upon approval, Anyone™ will create a complete media budget. For the purposes of this proposal and based on Anyone™'s media buying and planning experience, Anyone™ will provide a budget range that includes a suggested amount for the remainder of the current fiscal year—beginning July 1, 2026 and ending June 30, 2027.

Media buy dollars are estimated separately from the amortized payment plan hours. Anyone™ will receive an industry standard 20% commission based on Hollywood Burbank Airport's overall media spend, which is included in the pricing below.

5. FY27 Marketing and Advertising SOW Ongoing Brand Support

Anyone™ will provide continued ongoing brand support as described in the pricing grid under Marketing and Advertising SOW (Scope of Work). The pricing is based on a blended rate of creative hours, account management hours, and production execution hours.

This plan will go into effect upon approval of the budget with a target start date of July 1, 2026.

Ongoing brand support hours are based on a blended, creative, and administrative hourly rate of \$275/hr.

FY 2027 Proposed Budget

FY27 Strategic Development - Creative Services	
1. Strategy/Plan Including Airline Marketing (B2B)	\$30,000.00
2. Quarterly Reporting—Progress Report and Analytics Review	\$20,000.00
Strategic Development Subtotal:	\$50,000.00
FY27 Marketing and Advertising SOW Ongoing Brand Support - Creative Services	
1. Campaign Creation and Executions	\$405,000.00
2. Content Creation Digital	
3. Content Creation Print	
4. Content Creation—Events, Presentations, Meetings	
5. Website Updates and Content Creation	
6. Messaging & Copywriting	
7. Social Media Content Creation All Platforms	
8. Print Media Content Creation All Platforms	
10. Creative Design, Art Direction, and Graphic Development	
Ongoing Brand Support - 12 Months Subtotal:	\$405,000.00
FY27 Advertising/Media Plan/Ad Buying/Promotions	
1. Digital Advertising—Consumer Target—Google AdWords	\$90,000.00
2. Print Advertising—Consumer Target	\$90,000.00
3. Social Media Advertising/Community Management—Consumer Target—Facebook, Instagram	\$120,000.00
Advertising - 12 Months Subtotal:	\$300,000.00
Website Maintenance	
4. Maintenance of www.hollywoodburbankairport.com	\$40,000.00
5. Maintenance of www.elevatebur.com	\$10,000
Website Subtotal:	\$50,000.00
Task Orders	
6. B2B Airline Marketing Content Creation, Design, and Executions Collaborative Meetings, Associated Travel	\$275,000.00
Task Orders Subtotal:	\$275,000.00
FY 2027 Grand Total:	\$1,080,000.00

NOTE: Monthly totals may vary per month depending on the campaign strategy development, in other words more budget may be allocated to a different month making one month total budget spend higher and another month total budget spend lower. The spend will never exceed the total allotted media buy budget.

6. Fee Schedule

Upon budget approval the Anyone™ team will provide a recommended fee schedule that will eliminate confusion and make the billing portion of this estimate easy to consume.

7. Timeline & Milestones

Anyone™ understands the pace and project flow may vary based on the Client's needs. Upon approval of this agreement, Anyone™ will be the Client's agency of record for a twelve (12)-month period. A complete milestone calendar will be created upon approval. Anyone™ would recommend a budget review in 6 months for the fiscal year FY27.

Execution Milestones

1. Strategic Airline Marketing FY27 Advertising/Marketing
2. Brand Creative Campaign and Vision
3. Print & Digital Media Campaign
4. Social Media Campaigns/Community Management
5. Website Maintenance
6. Media Planning/Buying
7. Airline Marketing (B2B) Strategic Planning
8. Airline Marketing (B2B) Executions
9. Analytics and Reporting

Project Management: Projects can occur simultaneously. Once approved, a digital project management software will be implemented to assist in overall project management and communications between appointed Client and Anyone™.



Hollywood Burbank Airport (BUR) Passenger360™ Support Proposal

Submitted on: December 09, 2025

Written for: Scott Kimball
Hollywood Burbank Airport
Email: skimball@bur.org

1.0 Introduction and Executive Summary

Synect LLC (Synect) is proud to offer Hollywood Burbank Airport (BUR), a remarkable team to deliver a world-class Content Management System. We have been in business since 2011 and providing advanced visual communication systems to the aviation industry since 2015, combining "best in class" technological and creative solutions and services. Synect's flagship platform, Passenger360® (Pax360), has been selected and implemented at nine airports, including international airports in Orlando (MCO), Dallas Fort Worth (DFW), San Francisco (SFO), and Spokane (GEG). The Transportation Security Administration (TSA) chose Synect to provide digital displays and a DCMS for the TSA Innovation Checkpoint at Harry Reid International Airport (LAS). Synect is proud to be the TSA's only digital signage and visual communication partner in the United States.

Synect is an Airport Experience Maker™. As an equal parts creative studio and solution provider, we partner with airports and airlines to help them modernize facilities, solve operational challenges, and connect with passengers. By replacing legacy display systems with smart, modern content strategies and visual ecosystems, Synect enhances passenger experience, improves accessibility and operations, and helps create airports that work better for everyone. We offer strategies, content, solutions, and platforms that range from curbside to gates and back.

We are delighted to submit a proposal to support an exceptional passenger experience for those arriving and departing from Hollywood Burbank Airport.

2.0 Scope

Yearly Support and Maintenance:

Support and software services provided include:

Synect Remote Support

Synect provides remote helpdesk application support and monitoring of the entire system as part of the Support and Services Agreement. Application Support includes maintenance services and support, including related diagnostics and consultations, customer incident resolution, change management and release management. The help desk technicians are available for support 24 hours per day, 365 days per year.

Synect's platform includes remote system monitoring. This is a 24/7 service that provides information that enables Synect to conduct deeper analysis and thereby facilitates earlier recognition of incoming issues. Monitoring is restricted to the core of the supported system and corresponding hardware. A reliable internet connection from the supported system to Synect servers is required for this service.

Activities included in the Support and Maintenance Plan

- Software updates and security patches

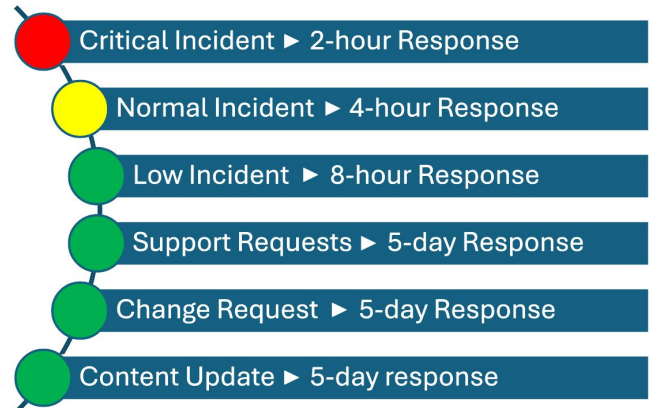
- Remote system monitoring
- 24/7 Tier 2 and Tier 3 support
- Issue tracking and management
- Content deployments and scheduling updates
- Adherence to IT network and security practices



Availability

24x7 Critical Support

9x5 Normal Business Support (8:00AM – 8:00 PM EST)



Content Services:

Additional content services are not included in the support and maintenance plan. Content services are priced separately.

Synect Content Update

Silver Package: Four Small Events

*The number of events may vary depending on the required effort

Estimated Cost: ~\$50,000

Scope: Small-to-medium effort

Example Scenario: BUR showcases four local events in 2026, such as:

- **Festival of Arts** – Adds art-themed visuals to displays
- **Universal Fan Fest Nights** – Light pop culture elements
- **Epic 10 Fest** – Short celebratory animations
- **Silent Films Live** – Elegant, vintage-style visuals

These updates are small and budget friendly. They are woven into the existing display schedule and won't disrupt regular airport messaging. The content supports BUR's identity as a community-focused airport.

Displays Covered: All major screens managed by Passenger360 – includes check-in, security, and information zones.

3.0 Price

The price for Synect services to provide support and content services for Years 2 – 5 are outlined below.

#	Annual Costs	Price	Total
1	YEAR 2 – Warranty, Maintenance & Support	\$36,500.00	
2	Silver Content Package	\$50,000.00	
	Year 2 Annual Cost		\$86,500.00
3	YEAR 3 – Warranty, Maintenance & Support	\$37,595.00	
	Year 3 Annual Cost		\$37,595.00
4	YEAR 4 – Warranty, Maintenance & Support	\$38,723.00	
	Year 4 Annual Cost		\$38,723.00
5	YEAR 5 – Warranty, Maintenance & Support	\$39,885.00	
	Year 5 Annual Cost		\$39,885.00
#	Total Cost for 3 Years		Total
1	Support Total (4 Years O&M)		\$202,703.00

The yearly Support Cost for 24x7 Helpdesk and System Maintenance for years 2 – 5 are detailed in the table above. Total cost for all four years is \$202,703.00 USD.

Support costs are billed on an annual basis.

Agreed & Accepted

Synect, LLC

Date _____

Burbank-Glendale-Pasadena Airport Authority

Date _____

Support and Services Agreement

Hollywood-Burbank Airport BUR

1. Overview

This Support and Services Agreement (“Agreement”) outlines the standard software support services and service level targets provided by Syntect Media, LLC (“Syntect”) for its Passenger360® and related software solutions. This document is intended to be customer-friendly, concise, and suitable for airport environments. Specific commercial terms may be supplemented by an order form or statement of work.

2. Scope of Services

Syntect provides remote software support focused on maintaining system availability and resolving validated software issues.

2.1 Support Tiers

- **Tier 1 (Customer/Airport):** Initial troubleshooting, basic diagnostics, verification of network, power, and hardware health.
- **Tier 2 (Syntect Support):** Advanced troubleshooting, log review, configuration validation, and defect investigation.
- **Tier 3 (Syntect Engineering):** Root cause analysis, software defect correction, and development of fixes or workarounds.

On-site support is not included and can be provided, as needed, for additional fees unless expressly agreed in writing.

2.2 Support Availability

- **Business Hours Support (9x5):** Monday–Friday, during normal U.S. business hours, excluding federal holidays.
- **Extended Support (24x7):** Available for High and Critical severity incidents.

2.3 Support Contact

- **24/7 Support email** support@syntectmedia.com
- **24/7 Support number** 1.866.773.1101

4. Incident Severity Levels

Breakdown of Severity Levels included in **Exhibit A**. Incidents are classified jointly by the Customer and Syntect based on operational impact.

5. Service Level Targets

Synect will use commercially reasonable efforts to meet the service level targets defined in **Exhibit A**. Response times reflect acknowledgement and engagement; resolution times are targets, not guarantees.

6. Customer Responsibilities

To enable effective support, the Customer is responsible for:

- Providing Tier 1 support and trained local personnel.
- Maintaining hardware, displays, power, network connectivity, and third-party systems; Providing timely access to logs, system information, and secure remote access.
- Ensuring only Synect-approved software operates on systems running Synect products.

Service levels may be impacted if these responsibilities are not met.

7. Limited Software Warranty

Synect shall provide a twelve (12) month limited software warranty commencing from the system go-live date. During this period, Synect will use reasonable efforts to correct or provide workarounds for validated software defects reported in accordance with this Agreement.

- The warranty applies to software only.
- Excludes hardware, operating systems, third-party software, cybersecurity components, and integrated external systems.
- Warranty is non-transferable and applies only to the original purchasing customer.
- This warranty constitutes the Customer's sole and exclusive remedy for software defects.

8. Term and Termination

- This agreement, unless otherwise terminated as provided in this section, shall have an initial term of twelve (12) months commencing on the go-live date or the date that is agreed upon by both parties, in writing.
- This agreement shall automatically renew for a successive one (1) year renewal terms, unless either Party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term. The total term shall not exceed five (5) years unless mutually agreed in writing. Annual renewal terms shall be invoiced in accordance with the approved bid pricing table; however, pricing may be adjusted to reflect any changes in scope agreed to in writing by both Parties. In the

event either party elects not to renew this Agreement the terms of this Agreement shall remain applicable until completion or until it is terminated.

- Support, warranty, and services will remain in effect provided the Airport is not in material breach of this Agreement, including failure to pay undisputed amounts when due.
- **Termination for Cause** Either Party may terminate this Agreement if the other Party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach (a “Default Notice”). If the breach is not cured within such period, the non-breaching Party may terminate this Agreement by written notice at any time thereafter. Termination for cause shall be without penalty to the non-breaching Party; however, termination shall not relieve either Party of liability for obligations accrued prior to the effective date of termination. All rights and remedies available at law or in equity shall be preserved.
- **Termination for Convenience** the Airport may terminate this Agreement for convenience upon not less than sixty (60) calendar days’ prior written notice to Synect. In the event of termination for convenience, the Airport shall pay Synect for all Services performed and accepted through the effective date of termination, including Services performed during the sixty (60) day notice period; all fees accrued or earned in accordance with the applicable Statement(s) of Work through the effective date of termination; and all reasonable and documented costs incurred by Synect in connection with performance of the Services prior to the effective date of termination, including non-cancelable commitments, third-party charges, and reasonable wind-down costs. Except as provided below with respect to annual support fees, no payment shall be due for Services not performed after the effective date of termination. If termination for convenience occurs during an annual support term that has commenced and annual support fees have been invoiced and paid in advance, Synect shall refund the prorated portion of such fees corresponding to the period after the effective date of termination during which Services will no longer be provided. Synect shall use commercially reasonable efforts to mitigate costs following receipt of a termination notice. Termination for convenience shall not be deemed termination for cause and shall not entitle the terminating Party to damages. Upon request, Synect may provide reasonable transition assistance, subject to resource availability, at its standard time and materials rates.

9. Exclusions and Out-of-Scope Services

The following are outside the scope of this Agreement:

- Hardware repair or replacement.
- Network, power, or infrastructure issues.

- Third-party application or operating system support.
- Cybersecurity monitoring or remediation.
- Custom development, feature enhancements, or non-standard configuration changes.

Out-of-scope services may be provided under a separate agreement and fee structure.

10. Limitation of Liability

Synect's total aggregate liability under this Agreement is limited, at Synect's discretion, to Replacement or correction of the affected software, or a prorated refund of applicable support fees for the remaining service term. Except as specifically described herein, in no event shall either party be liable in contract, tort, strict liability, warranty, or otherwise, for any special, incidental or consequential damages, including, but not limited to, delay, disruption, loss of anticipated profits or revenue, loss of use of the equipment or system, loss of data, non-operation or increased expense of operation or other equipment or systems, cost of capital, or cost of purchase or replacement software system whether in an action in contract, or similar damages arising out of or related to the services including without limitation any damages, loss of injury caused by or resulting from reliance on any information obtained from contractor, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission of any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to records, programs, or services. In addition, Synect will be liable only for actual out of pocket incurred expenses associated with the remediation of the claim. In no event shall Synect's total aggregate liability exceed the total support fees paid or payable under this Agreement during the annual support term in which the claim arises.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict-of-law principles.

Exhibit A – Service Level Agreement (SLA)

1. Severity Levels

Severity	Impact
Minor	System operational with reduced efficiency; Issue may be impacting efficiency and/or ability to assign content
Major	Partial service degradation with medium interruption to service impacting 10%-25% of displays
High	Significant loss of critical services and interruption to service impacting 25%-50% of displays
Critical	Complete or near-complete loss of service impacting 50%+ of displays

2. SLA Target Table

Severity	Support Coverage	Response Time	Target Resolution
Minor	9x5	8 business hours	5 business days
Major	9x5	4 business hours	2 business days
High	24x7	2 hours	4 hours
Critical	24x7	2 hours	4 hours

Notes: - Response Time = acknowledgement and initial engagement. - Resolution targets represent reasonable efforts and may depend on issue complexity, third-party dependencies, and customer responsiveness.

APPENDIX D

BURBANK WATER AND POWER Electrical Interconnection and Metering Agreement for Solar Electric Generating Facilities and/or Battery Energy Storage Systems

This Electrical Interconnection Agreement for Net Energy Metering from Solar Electric Generating Facility and/or Battery Energy Storage System (this "Agreement") is made and entered into this ____ day of _____, 20____, by and between _____ ("Customer") and the City of Burbank, through its Burbank Water and Power (BWP), referred to collectively as "Parties" or individually as "Party."

The Parties agree as follows:

Section 1. Applicability and Definitions

This Agreement provides the requirements for Customer to interconnect and operate Solar Electric Generating Facilities (SEG) (Interconnection Type A) or stand-alone Battery Energy Storage Systems (BESS) of up to 1.0 MW (Interconnection Type C) or combination of both SEG and BESS (Interconnection Type B) onsite at a Customers' premises in parallel with the BWP Distribution System in order to serve a portion or all of the Customer's electrical loads. The term "BWP Distribution System" means all electrical wires, wires, equipment, and other facilities owned or provided by BWP other than customer-owned interconnection facilities, by which BWP provides electrical distribution service to its customers, including the Customer. Net Metering is applicable only to customers who satisfy all requirements of the definition of an "Eligible Customer-Generator" as set forth in Section 2827 of the California Public Utilities Code on the effective date of this Agreement (such customers that satisfy all such requirements, referred to herein as "Net Metering Customer"). SEG capacity shall be limited to a maximum of 100% of the customer's consumption for a full twelve-month period immediately prior to the execution of this Agreement. BESS when combined with SEG shall be rated as close to the SEG kW rating as standard battery sizes permit but not to exceed 150% of the SEG kW rating. BESS stand-alone systems size are limited by the rating of utility equipment serving the customer's premises and will NOT BE PERMITTED TO EXPORT energy to the BWP Distribution System.

Section 2. Description of Solar Electric Generating Facility or Battery Energy Storage System or Both

Customer can elect to interconnect and operate a solar electric generating facility or a battery energy storage system or both located on Customer's owned, leased or rented premises within the City of Burbank and operate it in parallel with BWP's electric grid, so long as such interconnection and operation complies with all conditions and requirements set forth in this Agreement. Customer represents that these facilities are intended primarily to offset all or part of the Customer's own electrical requirements.

2.1 The Facility shall consist of photovoltaic electricity-generating modules, a battery energy storage system (if Interconnection Type B or C is selected below), electrical controls, an inverter, automatic disconnect(s), manual disconnect(s), and wiring to connect all of the above to BWP's electricity distribution system at BWP's meter.

2.2 Interconnection Type

Please select applicable Interconnection Type

A. Solar Electric Generating Facility Only ☒

B. Solar Electric Generating Facility and Battery Energy Storage System ☐

C. Battery Energy Storage System Only ☐

2.3 Solar Electric Generating System Size (CEC AC kilowatts)
_____ 348.14 _____ kW

2.4 Expected Annual Generation from Solar Generating Facility:
_____ 657,400 _____ kWh

The most recent 12 months of energy consumption shall be used to determine the proper size of the photovoltaic system which should not exceed customer's prior 12 months of consumption.

2.5 Battery Energy Storage System Rated Output
_____ N/A _____ kW

2.6 Battery Energy Storage System Rated Capacity:
_____ N/A _____ kWh

2.7 Inverter Manufacturer and Model Number
_____ Chint Power Systems / SCA50KTL-DO/US-480 _____

2.8 Inverter Rating (kW_{AC}) (Total kW where Facility consists of more than one inverter)
_____ 300 kWAC _____

2.9 DC Source Rating (kW_{DC}) (Total kW where Facility consists of more than one inverter)
_____ 375.15 kWDC _____

2.10 Facility Address:

_____ 2827 N Hollywood Way, Burbank CA _____

2.11 Customer's Phone Numbers

Home () _____ Cell () _____

Work () _____

2.12 The Facility expects to begin operation on or about this date: 8/24/2026

2.13 Specific location of lockable and utility accessible Inverter, A/C disconnection devices and so forth located conspicuously on the property:
Terminal D roof and electric room. Additionally, South Substation yard

2.14 BWP Utility Account Number: 8362176568

Section 3. Facility Operation

3.1 Customer shall construct, design, install, operate, and maintain the Facility in a manner consistent with the normal and safe operation of the electrical distribution system owned and operated by BWP and consistent with the terms of this Agreement.

3.2 Customer understands, accepts, and agrees that connection and operation of the Customer's Facility shall be subject to the terms and conditions set forth in this Agreement and in BWP's Rules and Regulations for Utility Service, as now in effect or as the same may be amended from time to time (the "Rules"). Any conflict between this Agreement and Rules will be governed by the terms of the Rules.

Section 4. Billing and Credits for Net Energy Generation – Interconnection Types A and B

4.1 Customer shall be billed for electrical service and credited for net energy generation, if any, as provided in Section 2827 of the California Public Utilities Code.

4.2 Customer may elect to either receive annual payment from BWP for any net energy generation under the terms and conditions set forth in Assembly Bill 920 of 2009 or Customer may elect for any kWh credit to roll over indefinitely.

Section 5. Interruption or Reduction of Deliveries

5.1 BWP shall not be obligated to accept, and BWP may require Customer to interrupt or reduce, deliveries of energy to BWP:

- (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of BWP's equipment or part of BWP's Distribution System; or

- (b) if BWP determines that curtailment, interruption, or reduction of receipt of energy from Customer's Facility is necessary because of an emergency, forced outage, Force Majeure, or compliance with prudent electrical practices.
- 5.2 Notwithstanding any other provision of this Agreement, if at any time BWP, in its sole discretion, determines that the Facility may endanger BWP personnel or members of the general public, or that the continued operation of the Facility may impair or otherwise negatively affect the integrity of BWP's Distribution System, BWP shall have the right to disconnect the Facility from BWP's Distribution System.
- 5.3 The Facility shall remain disconnected until such time as BWP is satisfied that the condition(s) referenced in Section 5.2 have been corrected, and BWP shall not be obligated to compensate Customer for any loss of generation or energy during any and all periods of such disconnection.
- 5.4 Customer SEG, BESS or combination of both, may automatically reconnect its Facility to the BWP Grid after normal power restoration following an outage and/or interruption without notifying BWP, provided that the SEG, BESS or combination of both ensures that these systems are anti-islanding compliant in accordance with the current releases of IEEE 1547, and UL 1741. BWP reserves the right to require that the Customer's system does not automatically reconnect if BWP notifies Customer in advance that there is a reasonable possibility that reconnection would pose a safety hazard.
- 5.5 If BWP has disconnected Service to the Facility or has notified Customer that reconnection may pose a safety hazard, Customer may call BWP at (818) 238-3582 to request authorization to reconnect the Facility.

Section 6. Interconnection

- 6.1 Customer shall not connect the Facility, or any portion of it, to BWP's distribution system, until written approval of the Facility has been given to Customer by BWP.
- 6.2 Customer shall deliver energy from the Facility to BWP at BWP's meter located on Customer's premises. **(Applicable to Interconnection Types A and B only).**
- 6.3 Customer, and not BWP, shall be solely responsible for all legal, regulatory and financial obligations arising from the construction, installation, design, operation, and maintenance of the Facility in accordance with all applicable laws, regulations, and electrical codes.
- 6.4 BWP shall own, operate and maintain on Customer's premises a net revenue meter capable of registering the flow of electricity in two directions. If the existing Customer electrical revenue meter is not capable of measuring the flow of electricity in two directions, BWP shall purchase and install such a meter. **(Applicable to Interconnection Types A and B only).**

- 6.5 BWP shall own, operate and maintain on Customer's premises a Solar Performance meter capable of measuring power quality and solar output and automatically reporting this information to BWP. The Solar Performance meter panel and meter must be installed prior to interconnection of the Facility to BWP's distribution system. **(Applicable to Interconnection Types A and B only).**
- 6.6 BWP shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Facility. Customer shall notify BWP at least five (5) working days prior to such inspection.

Section 7. Design Requirements

- 7.1 Customer's Facility, and all portions of it used to provide or distribute electrical power and parallel interconnection with BWP's distribution equipment, shall be designed, installed, constructed, operated, and maintained in compliance with this Agreement.
- 7.2 The Facility shall conform to all applicable safety and performance standards established by the National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), accredited testing laboratories such as Underwriters Laboratories, and applicable building codes.
- 7.3 The Facility shall meet the following specific design requirements:
- (a) It shall automatically detect and isolate from the BWP source without any intentional delay within five cycles under the following conditions:
 - i. Overvoltage +5 percent above the nominal AC supply
 - ii. Undervoltage -5 percent below the nominal AC supply
 - iii. Overfrequency +1 Hz above 60 Hz on AC supply
 - iv. Underfrequency -1 Hz below 60 Hz on AC supply
 - v. AC overcurrent relay, circuit breaker, or internal fusing that will operate when the AC current is greater than the full load current.
 - (b) Inverter output distortion shall meet IEEE 519 standards.
 - (c) In the event of inverter control failure, the DC contactor must return to the normally open condition.
 - (d) A lockable and accessible disconnect switch acceptable to BWP must be clearly labeled as described in the National Electric Code (NEC) and conspicuously located

shall be provided and maintained by Customer. The location of the disconnect switch shall be as described in Section 2.13.

- (e) The Facility and subcomponents must be tested for islanding in conformance with current releases of IEEE 1547 and UL 1741 and the test result confirmed in writing by BWP.
- (f) The Facility shall be equipped with a lightning surge arrestor, if required by the City's Building Official.
- (g) The circuit and breaker feeding the inverter must be clearly identified inside the electrical main or sub-panel as described in the NEC.

Section 8. Battery Energy Storage System Requirements

The following requirements are applicable to “Battery Energy Storage Systems”.

- 8.1 Customer must provide one of the following:
 - (a) Proof that battery storage is designed and built to store energy produced by the solar electric generating facility only. Battery storage system CANNOT be charged by the grid. (Interconnection Type B)
 - (b) Non-Export Protective device. (Interconnection Type C only)
- 8.2 Total aggregate Inverter/Battery storage system rating for Facilities with more than one inverter must not exceed 150% of the solar generating system’s CEC-AC kW rating.
- 8.3 The BESS shall be sized such that the Customer does not exceed its installed service size (Ampere rating).

Section 9. Non-Export Requirements for “Battery Energy Storage Systems Only”

The following requirements are applicable to “Battery Energy Storage Systems Only”.

- 9.1 A reverse-power protection device must be installed.
- 9.2 The connected inverter must be certified as non-islanding, and incidental export of power must be limited by the design of the interconnection.
- 9.3 Inadvertent Export:
Inadvertent export is a situation where the customer’s load drops unexpectedly, and the on-site generation or battery cannot ramp down quickly enough to adjust to the new load. In this situation there may be a few seconds of production that cannot be used on-site because the load is no longer there. In those situations, the ability to deal with inadvertent exports for those few seconds is critical for maintaining the balance of the system. In

these situations, the battery system functions as a non-exporting system, but the ability to inadvertently exports in these rare occasions provides the customer with the ability to install systems that help them manage their on-site needs more effectively and potentially reduce the stress on the system.

BWP will permit inadvertent export provided that the export of real power from the small generating facility in any single event for a duration exceeding 30 seconds and of a magnitude no more than the generating facility's gross nameplate rating multiplied by 0.1 hours per day over a rolling 30-day period (e.g., for a 100 kVA gross nameplate BESS facility, the maximum energy allowed to be exported for a 30 day period is 300 kWh). Any export of energy under this section will not be credited to the customer's bill.

Section 10. Maintenance and Permits

- 10.1 Customer shall maintain the Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, the design requirements of Section 7 above.
- 10.2 Customer, at Customer's sole expense, shall obtain and possess all permits and authorizations in accordance with all applicable laws and regulations for the construction, installation, design, operation and maintenance of the Facility. **Customer understands that this Agreement does not constitute a permit to construct or install the Facility and that a permit must be obtained from the Building Division of the City of Burbank.**
- 10.3 Customer shall reimburse BWP for any and all losses, damages, claims, penalties, or liability BWP incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Customer's Facility.
- 10.4 Customer shall submit to BWP any new modification for review and approval, prior to construction.

Section 11. Access to Premises

BWP may enter Customer's premises without prior notice to inspect, at all reasonable hours, the Facility's protective devices, to read or test any meter for the Facility, or to disconnect the Facility pursuant to Section 5 of this Agreement.

Section 12. Indemnity and Liability by Customer

Customer shall indemnify and hold the City Of Burbank ("City"), its directors, officers, agents and employees harmless against all loss, damage, expense and liability to third persons for injury to or death of persons or injury to property caused by or arising out of the design, construction, installation, ownership, maintenance, or operation of the Generating Facility, provided that Customer's indemnity obligation shall not apply to any loss, damage, expense or liability caused by or arising out of the sole negligence or willful misconduct of the City or its directors, officers,

agents and employees. Customer shall, upon the City's request, defend any suit asserting a claim covered by this indemnity.

Section 13. Insurance

To the extent that Customer has currently in force all risk property insurance and comprehensive personal or commercial general liability insurance, Customer agrees that it will maintain such insurance in force for the duration of this Agreement. BWP and the City shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. In the event the solar generating system is greater than 30 kW (CEC AC), such insurance shall, by endorsement to the policy or policies, provide for thirty (30) calendar days written notice to BWP prior to cancellation, termination, alteration, or material change of such insurance.

Section 14. Rates and Billing

14.1 Customer's otherwise applicable tariff (Rate Schedule) or "Rate Schedule" means the Rate Schedule in BWP's published Electric Rules and Regulations that would otherwise apply to Customer from time to time in the absence of this Agreement.

14.2 Customer is responsible for paying all charges in the applicable Rate Schedule including the minimum charge, service charge and demand charge, when applicable, regardless of Customer's monthly or annual net generation.

14.3 The following are applicable to Interconnection Types A and B only:

- a) All rates charged will be in accordance with Customer's otherwise applicable tariff (Rate Schedule), as in effect from time to time, on a Net Energy Metering basis. "Net Energy Metering" means measuring the difference between the electricity supplied through the electric grid to the Customer and the electricity generated by Customer's Generating Facility and fed back to the electric grid over the one-month billing period as described in Subsection 14.4 below.
- b) The customer will be billed on a monthly basis. The monthly Net Energy Metering calculation shall be made by measuring the difference between the electricity supplied to the Customer and the electricity generated by the Customer and fed back to the grid over a normal one-month billing period. At the end of each one-month billing period following the date of first interconnection, BWP shall determine if Customer was a net consumer or a net producer of electricity. In the event the electricity supplied by BWP during the one-month period exceeds the electricity generated by Customer during the same period, Customer is a net energy consumer.
- c) If Customer is a net energy consumer, BWP shall bill Customer for the net energy consumption during such billing period based on the Customer's otherwise applicable Rate Schedule and Customer shall pay for such net energy consumption monthly in accordance with Customer's monthly billing statement. If Customer elects, any excess

kilowatt-hours generated during the billing cycle and stored in the net meter, shall be carried over to the following billing period indefinitely or until the account is closed.

- d) If Customer's Rate Schedule employs "time of use" rates, any net monthly consumption of electricity shall be calculated according to the terms of the applicable Rate Schedule. When Customer is a net generator during any discrete time of use period, the net kilowatt hours produced shall be valued at BWP's electric rate applicable to that specific time period.
- e) If Customer's Rate Schedule employs tiered rates, any net monthly consumption of electricity shall be calculated according to the terms of the Rate Schedule. If Customer is a net generator over a billing period, the net kilowatt-hours generated shall be valued at the cost of power to BWP during that billing period, and if the number of kilowatt-hours generated exceeds the baseline quantity, the excess shall be valued at the same price per kilowatt-hour as BWP would charge for electricity over the baseline quantity during that billing period.
- f) BWP shall provide residential Customers with Solar Performance and Net Energy Metering consumption information on a monthly basis.
- g) If Customer terminates service under this Agreement prior to the end of any calendar year period, BWP shall reconcile Customer's consumption and production of electricity and bill Customer for Net Energy Metering charges, if any, and adjust the excess energy to zero, if any.

Section 15. Governing Law

The laws of the State of California shall govern this Agreement.

Section 16. Amendment, Modifications or Waiver

Any amendments or modifications to this Agreement shall be in writing and agreed to by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.

Section 17. Notices

All written notices shall be directed as follows:

Burbank Water and Power
164 West Magnolia Blvd.
Burbank, California 91502

Customer: Customer's name and address as shown in Section 2.

Customer's notices to BWP pursuant to this Section must refer to the Facility Identification Number set forth in Section 2.

Section 18. Term of Agreement and Termination

- 18.1 This Agreement shall be in effect when signed by the Customer and BWP.
- 18.2 This Agreement shall remain in effect until terminated as provided herein. Upon termination, the Generating Facility shall be permanently disconnected from the BWP distribution system.
- 18.3 Customer may terminate this Agreement at any time upon providing thirty (30) days prior written notice to BWP.
- 18.4 BWP may terminate this Agreement for Customer's breach of any material term. BWP shall give thirty (30) days written notice of such termination to Customer. When necessary to protect the safety of its employees or the general public, notice of less than thirty days may be given, provided the notice period is reasonable under the circumstances.

Section 19. Assignment Prohibited

This Agreement is personal to Customer and may not be assigned without the written consent of BWP.

Section 20. Understanding

This Agreement contains the entire understanding between the Parties and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the Parties with respect to the subject matter hereof. There are no other promises, terms, conditions, obligations, understandings, or agreements either written or oral between the Parties with respect to the subject matter hereof. Any amendment, alteration or modification to this Agreement shall be in writing and approved by both Parties.

Section 21. Successors and Assigns

This Agreement is and shall be binding on all successors and assigns of each of the Parties hereto without the necessity of any further documentation.

Section 22. Limitation on Liability

CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE CITY OF BURBANK (INCLUDING ANY OF ITS DEPARTMENTS, EMPLOYEES, OFFICERS OR AGENTS) SHALL NOT BE LIABLE TO CUSTOMER FOR COSTS OF PROCUREMENT OF

SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; COMMITMENTS IN CONNECTION WITH ANY BUSINESS; LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT THE CITY OF BURBANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Customer

Burbank Water and Power

Signature

Signature

Print Name

Print Name

Title

Title