



August 13, 2026

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

NOTICE is hereby given that a regular meeting of the Finance and Administration Committee will be held on Monday, August 17, 2026, at 9:30 a.m., or immediately following the Commission meeting in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

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

Dial in: (978) 990-5000

Access Code: 880737#

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

REGULAR MEETING
OF THE
FINANCE AND ADMINISTRATION COMMITTEE

Airport Skyroom
Monday, August 17, 2026
9:30 a.m., or Immediately Following
the Conclusion of the Commission Meeting

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

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

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

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

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The following activities are prohibited:

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

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Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Committee less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 N. Hollywood Way, Burbank) in the administrative office during normal business hours.

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In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Board Secretary at (818) 840-8840 at least 48 hours prior to the meeting.

AGENDA

August 17, 2026

1. Roll Call
2. Staff Announcement: AB 23
3. Approval of Agenda
4. Public Comment
5. Approval of Minutes
 - a. July 20, 2026
6. Items for Approval

[See page 1]

- a. Approval of On-Site Commercial Activities Permit Template

[See page 5]

Staff seeks a Finance and Administration Committee recommendation to the Commission for approval of an On-Site Commercial Activities Permit ("OSCAP") template and authorization for the Executive Director to award an OSCAP to each company that provides support services for airlines operating at the Airport.

- b. Terminal Space Lease – General Services Administration

[See page 17]

Staff seeks a Finance and Administration Committee recommendation to the Commission to approve a new Terminal Space Lease with the United States of America, acting through the General Services Administration on behalf of the Transportation Security Administration for 4,379 square feet of exclusive office space at the Replacement Passenger Terminal.

- c. Amendment No. 1 to Boingo LLC
DAS & WIFI Concession Agreement

[See page 19]

Staff seeks a Finance and Administration Committee recommendation to the Commission to approve Amendment No.1 ("Amendment") to the DAS & Wi-Fi Concession Agreement dated April 21, 2025, with Boingo LLC ("Boingo"). Boingo is the selected provider for the Cellular Carrier Neutral Host Distributed Antenna System and Public Wireless System, commonly referred to as "DAS-WIFI System" being installed at the Replacement Passenger Terminal. The proposed Amendment clarifies the calculation of the Minimum Annual Guarantee in the Agreement.

- d. Consent to Assignment of Advertising Program and Internet Protocol Television Concession Agreement for Hollywood Burbank Airport Clear Channel Outdoor, Airports Division **[See page 26]**

Staff seeks a Finance and Administration Committee recommendation to the Commission to approve a proposed Consent to Assignment of the Advertising Program and Internet Protocol Television Concession Agreement with Clear Channel Airports, Inc. dba Clear Channel Outdoor, Airports Division ("Clear Channel"). The Consent is necessary because of a change in ownership of Clear Channel's parent company.

7. Items for Information

- a. CMIA Quarterly Report
(April 1, 2026 – June 30, 2026)

No staff report is attached. Columbia Management Investment Advisors will provide an update to the Committee on the status of the Authority's Operating and Passenger Facility Charge Investment Portfolios for the quarter ended June 30, 2026. A copy of this quarterly investment review is included in the agenda packet.

- b. Committee Pending Items **[See page 30]**

- 8. Adjournment: To Monday, September 21, 2026, for the regular meeting of the Finance and Administration Committee, 2627 N Hollywood Way, Skyroom.

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

MONDAY, JULY 20, 2026

A regular meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 11:58 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 Executive Director; David Kwon, Deputy Executive Director, Finance and Administration; Scott Kimball, Senior Deputy Director, Business Development; Lanna Aguilera, Director, Business & Properties; Derrick Cheng, Manager, Business & Properties

2. Staff Announcement: AB 23

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

3. Approval of Agenda

The agenda was approved as presented.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

Motion Approved

The motion was approved (3–0).

4. Public Comment

There were no public comments.

5. Approval of Minutes

a. June 15, 2026

A draft copy of the minutes of the meeting of June 15, 2026, was included in the agenda packet for review.

Motion

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

Motion Approved

The minutes were approved (3–0).

6. Treasurer's Report

a. May 2026

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

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review.

Motion

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

Motion Approved

The motion was approved (3–0).

7. Items for Approval

**a. Amendment No. 1 to Space Lease
American National Red Cross**

Staff presented to the Committee for recommendation to the Commission to approve a proposed Amendment No. 1 to Space Lease ("Lease") with the American National Red Cross to extend the term of the Lease for an additional two years to October 31, 2028, and to revise the Lease to include updated federal requirements.

Motion

Commissioner Quintero moved approval; seconded by Commissioner Ovrom.

Motion Approved

The motion was approved (3–0).

**b. Non-Exclusive Peer-to-Peer
Vehicle Sharing License
Agreement**

Staff presented to the Committee for recommendation to the Commission for approval a proposed Non-Exclusive Peer-To-Peer Vehicle Sharing License Agreement with Turo, Inc. ("Turo") to provide authorized access to the Airport for Turo to conduct its commercial business in Lot G located in the Southeast Quadrant of the Airport.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

Motion Approved

The motion was approved (3–0).

**c. Amendment to Lease Nos.
LCA01775 & LCA02701**

Staff presented to the Committee for recommendation to the Commission for approval of proposed Lease Amendments ("Amendments") with the General Services Administration ("GSA") to comply with the language modification mandated under Executive Order No. 14398. The Lease Amendments are for the 2011 Hangar Lease and the 2023 Terminal Space Lease executed by the Authority and GSA.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

Motion Approved

The motion was approved (3–0).

d. Award of Contract – Synect – RPT Digital Display

Staff presented to the Committee for recommendation to the Commission for approval a proposed Support and Services Agreement with Synect LLC to provide maintenance and support services for the Digital Content Management System, the system which manages the content to be shown at the displays located at the ticket counter, gates, baggage claim, as well as flight information displays in the Replacement Passenger Terminal.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

Motion Approved

The motion was approved (3–0).

e. Approval of Copier Lease and Maintenance Services Purchase Order – Canon U.S.A., Inc.

Staff presented to the Committee for recommendation to the Commission for approval of a Purchase Order to Canon U.S.A., Inc. (“Canon”) for a sixty-month multifunction copier lease and maintenance services utilizing the cooperative purchasing agreement through Omnia Partners for the replacement of the Airport’s existing inventory of multifunction copiers. The proposal from Canon is for twenty enterprise multifunction copiers and maintenance services.

This proposal supports the Airport’s operational, fiscal, and sustainability objectives by implementing a centralized printing strategy that reduces the number of individual desktop printers and creates a standardized printing environment for Airport staff and related users. The agreement includes a 60-month lease beginning September 1, 2026, at a cost of \$5,210.96 per month, plus applicable taxes. Maintenance services, including toner, labor, and parts, will be billed separately based on actual printing usage, with no minimum monthly maintenance charges.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

Motion Approved

The motion was approved (3–0).

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 11:42 a.m.

Adjournment: To August 17, 2026, for the next regularly scheduled meeting of the Burbank-Glendale-Pasadena Airport Authority Finance and Administration Committee – 2627 Hollywood Way, SkyRoom.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
FINANCE AND ADMINISTRATION COMMITTEE
AUGUST 17, 2026**

APPROVAL OF ON-SITE COMMERCIAL ACTIVITIES PERMIT TEMPLATE

Presented by Thomas J. Henderson
Director of Business & Properties

SUMMARY

Staff seeks a Finance and Administration Committee (“Committee”) recommendation to the Commission for approval of an On-Site Commercial Activities Permit (“OSCAP”) template, copy attached, and authorization for the Executive Director to award an OSCAP to each company that provides support services for airlines operating at the Airport.

BACKGROUND

There are currently several companies operating at the Airport to provide support services for airlines, but with whom the Authority has no direct contract. These include, primarily, service providers to the airlines (such as sky cap, fleet cleaning, catering, and ground support equipment services). The activities of these service providers may occasionally result in violations of the Airport Rules and Regulations, damage to Airport property, or other incidents. While the Authority is able to seek remedy under the Authority’s contract with the sponsoring airline, the establishment of a direct relationship via the proposed permit would provide the Authority a more efficient route to hold the responsible party accountable.

The OSCAP will be issued to companies that provide support services to airlines that have a direct contractual relationship with the Authority. This permit identifies the terms for the permittee conducting operations at the Airport, including authorized activity, liability responsibility, indemnification and insurance requirements, and adherence to the Airport Rules and Regulations. In addition to the OSCAP, the Authority will continue to reserve the rights to seek recourse under the related contract between the Authority and the sponsoring airline.

This permit requirement will be imposed on airline service providers: sky cap, fleet cleaning, catering, and ground support equipment services.

DETAILS

Key components of the OSCAP are as follows:

- Premises: Access to the Airport for the purpose of providing support services to airlines.
- Use: Provides Permittee with the non-exclusive right to perform support services at the Airport.
- Term: After execution of the permit, it shall remain in effect until occurrence of earliest of the following:
- Expiration or termination of the Permittee’s contract with sponsoring airline.
 - Expiration or termination of the sponsoring airline’s contract with the

- Authority.
- Relinquishment by Permittee.
- Revocation by the Authority.

Termination: The Authority may terminate this permit without cause upon 30 days' notice.

Fees: A monthly permit fee of \$750.00 will be imposed on the permittee.

REVENUE IMPACT

The implementation of the OSCAP is positive for Airport revenue of \$750.00 per month (\$9,000 annually) for each permittee.

STAFF RECOMMENDATION

Staff seeks a Committee recommendation to the Commission for approval of the OSCAP template and authorization for the Executive Director to award an OSCAP to each company that provides support services for airlines operating at the Airport.

**HOLLYWOOD BURBANK AIRPORT
ON-SITE COMMERCIAL ACTIVITY PERMIT
("OSCAP")**

Permittee: [NAME]
[ADDRESS]

Sponsor(s): [NAME]
[ADDRESS]

Permit Number: _____

Effective Date: _____

1. Definitions. As used in this permit, 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.

- (a) Airport: Bob Hope Airport (commonly known as Hollywood Burbank Airport).
- (b) Airport Rules and Regulations: July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.
- (c) Application: On-Site Commercial Activity Permit application set forth in the attached Exhibit A.
- (d) Authority: Burbank-Glendale-Pasadena Airport Authority.
- (e) Authority Parties: the Authority, the airport management company engaged by the Authority, the Cities of Burbank, Glendale and Pasadena, and the governing board members, officers, agents, employees, and volunteers of each such entity.
- (f) Business Day: a non-holiday weekday.
- (g) Claims: actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.
- (h) Hazardous Materials: (1) any substance or material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state, or local government agency to pose a present or potential hazard to human health or safety or to the environment; and (2) any materials referenced as hazardous materials in the Airport Rules and Regulations.
- (i) Regular Business Hours: period from 8:00 a.m. PST to 5:00 p.m. PST on a business day.

(j) Sponsor Contract: Sponsor's lease, concession agreement, or other contract with the Authority.

(k) Sponsor-Permittee Contract: Permittee's contract with a Sponsor, for Permittee's provision of services in connection with Sponsor's business at the Airport.

2. Authorized Activity. Permittee may conduct on Airport premises the commercial activity specified in the Application. This permit does not authorize Permittee to conduct any commercial activity that is not described in the Application.

3. Effective Period. This permit shall be effective upon issuance by the Authority and Permittee's execution of its certification of acceptance below. This permit shall remain in effect until occurrence of earliest of the following:

- (a) Expiration or termination of the Sponsor-Permittee Contract(s), subject to section 6(b).
- (b) Expiration or termination of the Sponsor Contract(s), subject to Section 6(b).
- (c) Relinquishment by Permittee pursuant to Section 11.
- (d) Revocation by the Authority pursuant to Section 12.

4. Permit Fee.

(a) Permittee shall pay the Authority a permit fee in the amount of \$_____ each calendar month, subject to increase pursuant to subsection (d) below and Section 12.

(b) The permit fee for the first calendar month of the term shall be remitted concurrently with the submission of Permittee's certification of acceptance of this permit. The permit fee for subsequent calendar months shall be payable in advance, before the start of the month (for example, no later than January 31st, for the February permit fee). There shall be no proration for any partial calendar month.

(c) Payments shall be paid in lawful money of the United States of America, without prior demand and without set off or deduction. Payment by check shall be made to "Burbank-Glendale-Pasadena Airport Authority," and delivered to the Authority's Controller at 2827 N. Hollywood Way, Burbank, California 91505. Upon request, the Authority shall furnish instructions for Permittee to make electronic payment, if available. Each payment shall be accompanied with a detailed remittance advice, or clear instructions, with a reference to the permit number. Permittee shall be responsible for any charges imposed by a financial institution for the transmission of a payment to the Authority.

(d) The Authority may adjust the permit fee amount at any time upon 30 days notice.

(e) A permit fee that is not paid within 10 days of the due date shall bear interest from the due date until paid. The interest rate shall be the Federal Reserve Board's primary discount rate in effect on the due date (but shall not exceed the maximum rate permissible by state law).

5. Airport Rules and Regulations. Permittee shall comply with the Airport Rules and Regulations. Permittee acknowledges that the Airport Rules and Regulations are available on the Authority's webpage (hollywoodburbankairport.com). Violations of the Airport Rules and Regulations by Permittee or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

6. Sponsor Contract(s).

(a) Permittee's right to conduct commercial activity on Airport property is subject to the Sponsor Contract(s). Permittee is not granted, by virtue of this permit, any license or other right to use Airport property beyond those given under the Sponsor Contract(s).

(b) If Permittee has more than one Sponsor, to the extent that a Sponsor-Permittee Contract or a Sponsor Contract has terminated, this permit shall not automatically terminate under Section 3(a) or 3(b) if another Sponsor-Permittee Contract and the related Sponsor Contract remain in effect. However, all rights that were previously granted solely by virtue of the terminated Sponsor-Permittee Contract or Sponsor Contract shall be revoked.

7. Liability for Damage. Permittee shall be liable for damage to Airport property attributable to any act or omission of Permittee. Permittee shall reimburse the Authority for costs of repair or replacement, and for related administrative costs, incurred as a result of such damage. The reimbursement shall be remitted within 10 days of invoice issuance by the Authority.

8. Indemnification.

(a) Permittee shall defend, hold harmless, and indemnify the Authority Parties from and against any Claims that arise out of the acts or omissions of Permittee in connection with this permit or each Sponsor Contract. Permittee's obligations shall survive relinquishment or termination of this permit; shall apply regardless of whether or not any insurance policies are determined to be applicable to the Claims; and shall apply, without limitation, to Claims that partially involve active or passive negligence by the Authority. Permittee's obligations shall not apply to Claims that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the Authority and Permittee.

(b) Permittee and the Authority shall promptly provide notice to each other of any Claim. Within seven days of receiving the Authority's notice, Permittee shall respond to the Authority in writing regarding Permittee's plan of action in response to such Claim. Permittee shall not settle any Claim or admit liability or fault on the part of an Authority Party without first obtaining such Authority Party's written consent.

9. Insurance.

(a) At its sole expense, Permittee shall maintain in effect the insurance coverages specified below:

- (i) Commercial general liability insuring against liability for personal injury, death, and property damage.

- ☐ (landside only) \$1,000,000 per occurrence
- ☐ (airside or both airside and landside) \$5,000,000 per occurrence
- (ii) Automobile liability covering all vehicles (owned and non-owned and hired vehicles) and insuring against liability for personal injury, death and property damage.
 - ☐ (landside only) \$1,000,000 per occurrence
 - ☐ (airside or both airside and landside) \$5,000,000 per occurrence
- (iii) Workers' compensation insurance written in accordance with California statutory limits.
- (iv) Employer's liability insurance in amounts not less than the following: (A) bodily injury by accident - \$1,000,000 - each accident; (B) bodily injury by disease - \$1,000,000 - policy limit; and (C) bodily injury by disease - \$1,000,000 - each employee.
- (v) The following, if marked:
 - ☐ Pollution liability with limits not less than \$1,000,000 per occurrence.
 - ☐ Aircraft liability insurance with limits not less than \$5,000,000 per occurrence, covering bodily injury, death, property damage, and, if applicable, passenger liability.

(b) Insurance shall be provided by an insurance company, or a pool of multiple insurance companies, each authorized to conduct business in California and having a rating of not less than "A" in A.M. Best's Insurance Guide or otherwise acceptable to the Authority. No insurance policy shall have a deductible or self-insured retention in excess of \$25,000. The limits of liability may be satisfied by a combination of primary and umbrella or excess liability policies, if such policies comply with the requirements of this Section and, together, provide coverage at least as broad as the primary policy.

(c) Concurrently with the submission of Permittee's certification of acceptance of this permit, and from time to time upon the Authority's request, Permittee shall deliver to the Authority certificates of insurance with copies of endorsements showing that the insurance includes the following provisions:

- (A) Naming the Authority Parties as additional insured.
- (B) Requiring the insurer to give the Authority 30 days' prior written notice of amendment, cancellation, or non-renewal.
- (C) Waiving rights of subrogation, set-off, or counterclaim that the insurer may have against the Authority Parties.

- (D) Waiving right of contribution from any insurance carried by or on behalf of the Authority Parties.
- (E) With respect to all liability insurance, a severability of interest clause, so that the insurance coverage applies as though a separate policy were issued to each insured party.

(d) Liability limits under the insurance policies shall in no event limit Permittee's liability under this permit. Permittee's maintenance of the required insurance shall in no way diminish Permittee's indemnification obligations.

(e) To the extent that a Sponsor Contract or Sponsor-Permittee Contract also requires Permittee to maintain insurance, Permittee shall be responsible for obtaining insurance coverage that would satisfy the requirements of both this permit and such agreement.

10. Performance Guarantee.

(a) Concurrently with Permittee's submission of the certification of acceptance of this permit, Permittee shall deliver a performance guarantee in the amount of \$_____ by an electronic payment, or a cashier's check to be cashed by the Authority (or another form of delivery acceptable to the Authority). The Authority may apply the performance guarantee to cure violations of this permit including to cover unpaid permit fees and unreimbursed Airport property damage costs. Within 10 days of each such action by the Authority, Permittee shall fully replenish the performance guarantee.

(b) The Authority shall release the performance guarantee within 90 days upon relinquishment or termination of this permit unless there is a dispute regarding Permittee's compliance with this permit. In such event, the Authority may withhold up to 150% of the disputed amount.

(c) The performance guarantee shall not be held in trust by the Authority for the benefit of Permittee and shall not be considered an advance payment of the permit fee. The Authority is not required to maintain the performance guarantee in a separate account. Permittee is not entitled to any interest earnings on the performance guarantee while held by the Authority.

11. Relinquishment by Permittee. Permittee may voluntarily relinquish this permit at any time, effective upon written notice to the Authority.

12. Revocation by Authority.

(a) The Authority may revoke this permit for cause in the event of a violation by Permittee that is not cured within 10 days after notice from the Authority. For each violation, in lieu of revocation and at its sole discretion, the Authority may permanently increase the permit fee by up to 100%.

(b) The Authority may revoke this permit without cause upon 30 days notice to Permittee.

13. Survival. Permittee's obligations for any late permit fee (including interest thereon under Section 4(e)), and its obligations under Sections 7 and 8 shall survive the termination of this permit.

14. Transfer. This permit is personal to Permittee and may not be assigned or otherwise transferred.

15. Notices. Any notices, invoices, or other documents related to this permit shall be deemed received on: (a) the day of delivery, if delivered by hand during regular business hours or by e-mail before or during regular business hours; (b) the business day after delivery, if delivered by e-mail after regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed on the first page of this Agreement or to such other addresses as may be designated in writing. Any notice delivered by e-mail that concerns a violation of this permit shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

APPROVED:

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

By: _____
Executive Director

Date: _____

PERMITTEE CERTIFICATION OF ACCEPTANCE:

[PERMITEE NAME]

By: _____

Print Name: _____

Date: _____

☐ Chairperson ☐ President ☐ Vice President
☐ Manager (if Permittee is an LLC)

By: _____

Print Name: _____

Date: _____

☐ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer
☐ Manager (if Permittee is an LLC)

EXHIBIT A

OSCAP APPLICATION
(Attached.)

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
HOLLYWOOD BURBANK AIRPORT
ON-SITE COMMERCIAL ACTIVITY PERMIT APPLICATION**

Applicant (Business Name)	
Authorized Representative (Name and Title)	
Contact Person, if different from above (Name and Title)	
Phone Number:	
Email Address:	
Mailing Address:	
Billing Address, if different from above:	

Please describe commercial activity to be conducted at the Airport:

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Please provide name of the company (“Sponsor”) for which such commercial activity will be conducted. The Sponsor must have an existing lease or other form of contract with the Authority (“Sponsor Contract”), under which the Sponsor has a leasehold at the Airport and/or has been granted a license to use Airport property.

If there is more than one Sponsor, please attach additional pages for the name, contact and related contract information for each Sponsor.

Sponsor Name	
Sponsor Contact (Name and Title, Phone Name and Email Address)	
Sponsor Contract (contract between Sponsor and the Authority) (Contract Title, dated date)	
Sponsor’s contract with Applicant (Contract Title, dated date)	

Applicant warrants that it has read and understands the following:

- Airport Rules and Regulations posted on hollywoodburbankairport.com
- On-Site Commercial Activity Permit form

Applicant Signature:	
Date of Application:	

Applicant must obtain a signed Acknowledgment from each Sponsor (in the form of the following page) and submit the Acknowledgement(s) with the Application.

=====

**ON-SITE COMMERCIAL ACTIVITY PERMIT APPLICATION
SPONSOR ACKNOWLEDGEMENT**

Applicant: _____

Sponsor: _____

Sponsor acknowledges, warrants, and agrees to all of the following:

1. Sponsor and the Burbank-Glendale-Pasadena Airport Authority ("Authority") have executed a lease, concession agreement, or other contract ("Sponsor Contract") granting Sponsor a leasehold, concession, or other right to conduct business at Hollywood Burbank Airport ("Airport")
2. Sponsor has entered, or desires to enter, into a contract with Applicant ("Sponsor-Applicant Contract") to retain Applicant's services in connection with Sponsor's business at the Airport.
3. The scheduled expiration date of the Sponsor-Applicant Contract is _____, 20____. If the Sponsor-Applicant Contract is terminated earlier for any reason, Sponsor shall promptly notify the Authority.
4. Applicant must obtain an On-Site Commercial Activity Permit ("OSCAP") from the Authority to perform services for Sponsor at the Airport.
5. Issuance of an OSCAP to Applicant is at the Authority's sole discretion, and an OSCAP is revocable by the Authority. Issuance of an OSCAP to Applicant does not constitute a determination by the Authority that Applicant is qualified to perform services for Sponsor.
6. Sponsor is responsible for Applicant's conduct on Airport premises, compliance with the Authority's Airport Rules and Regulations, and compliance with the Sponsor Contract.
7. The Authority may take enforcement actions against Sponsor for violations committed by Applicant as if the violation was committed by Sponsor.
8. The Authority has the right to invoice Sponsor for any late permit fee (including penalty thereon) that is at least 60 days delinquent and not satisfied by the use of the performance guarantee under the OSCAP. Sponsor shall pay within 30 days of invoice; provided that the Authority shall refund Sponsor if such amount is subsequently paid by Applicant.

Sponsor Signature:	
Date:	

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
FINANCE AND ADMINISTRATION COMMITTEE
AUGUST 17, 2026**

**TERMINAL SPACE LEASE
GENERAL SERVICES ADMINISTRATION**

Presented by
Thomas J. Henderson
Director, Business & Properties

SUMMARY

Staff seeks a Finance and Administration Committee ("Committee") recommendation to the Commission to approve a new Terminal Space Lease ("Lease") with the United States of America ("USA"), acting through the General Services Administration ("GSA") on behalf of the Transportation Security Administration ("TSA") for 4,379 square feet of exclusive office space at the Replacement Passenger Terminal ("RPT").

BACKGROUND

On May 15, 2023, the Authority awarded a Lease to the GSA on behalf of the TSA for 3,500 square feet of exclusive office space located in the East Concourse of the existing terminal.

On June 23, 2025, the Lease was amended so that the expiration date would be the opening of the RPT.

TSA reached out to Staff requesting a Lease for 4,379 square feet of exclusive office space at the RPT.

The proposed new Lease is for a term of ten years. Under the terms of the proposed Lease, the first five years of the Lease are a firm commitment. During the second five-year period, the GSA reserves the right to terminate the agreement upon 30 days' prior written notice should the TSA no longer oversee security measures at the Airport.

The rental rate for the proposed Lease is \$916,130.59 per year for years 1 through 5 and \$1,207,771.99 per year for years 6 through 10. The rental rate was developed by the Authority's Airport Consultant, Ricondo & Associates, and is based on a weighted average of the Authority's projected rate increase at the RPT over a 10-year period.

The GSA is currently a tenant in good standing and has met all its obligations under its current Lease.

DETAILS

Key components of the proposed Lease are:

Premises:	4,379 square feet of exclusive office space within the RPT
Term:	10 years commencing on October 13, 2026
Year 1-5 Rent:	\$916,130.59 per year or \$76,344.22 per month
Year 5-10 Rent:	\$1,207,771.99 per year or \$100,647.67 per month
Termination:	GSA reserves the right to terminate the lease with 30 days' prior written notice if (i) regularly scheduled commercial air services cease, (ii) the Authority opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased space is closed, or (iv) TSA reduces its presence at the airport due to a reduction in enplanements
<u>Other:</u>	Lessor is responsible for utilities and maintenance of the leased spaces

REVENUE IMPACT

The proposed Lease will address the TSA's space requirement in the RPT.

RECOMMENDATION

Staff seeks a Committee recommendation to the Commission that it approve the proposed new Lease with the GSA and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
FINANCE AND ADMINISTRATION COMMITTEE
AUGUST 17, 2026**

**AMENDMENT NO. 1 TO
BOINGO LLC
DAS & WI-FI CONCESSION AGREEMENT**

Presented by
Thomas J. Henderson
Director of Business and Properties

SUMMARY

Staff seeks a recommendation from the Finance and Administration Committee (“Committee”) to the Commission to approve Amendment No.1 (“Amendment”) to the DAS & Wi-Fi Concession Agreement (“Agreement”), dated April 21, 2025 with Boingo LLC (“Boingo”). Boingo is the selected provider for the Cellular Carrier Neutral Host Distributed Antenna System and Public Wireless System, commonly referred to as “DAS-WIFI System” being installed at the Replacement Passenger Terminal (“RPT”). The proposed Amendment, copy attached, clarifies the calculation of the Minimum Annual Guarantee (“MAG”) in the Agreement.

BACKGROUND

As part of the RPT project, a Request for Proposals (“RFP”) was issued for a DAS-WIFI System to enhance customer experience at the Airport by providing enhanced connectivity to wireless service providers. A distributed antenna system is a network of strategically placed antennas designed to enhance cellular coverage and capacity within large or complex structures, such as airports. Additionally, the wi-fi system allows airport customers to access public wi-fi service as needed while traveling through the airport’s facilities.

The RFP process began in 2024, culminating with an award to Boingo in April 2025. Boingo currently serves more than 120 major airports and transportation hubs, 70+ sports and entertainment venues, and is the largest provider of Wi-Fi to the United States military, connecting nearly 400,000 troops on 100+ military bases worldwide.

During the onboarding process in preparation for the opening of the RPT, Staff identified a discrepancy in the Agreement with respect to the definition of the MAG. The intent is for the MAG to be defined as \$120,000 for the first full fiscal year, and for subsequent years thereafter, it should be calculated as 105% of the MAG from the preceding year. This is correctly described in the Agreement’s key terms summary. However, in Section 5.2(c) of the Agreement, the MAG calculation is incorrectly described as 105% of Gross Revenue Share for the preceding fiscal year. Because the content in the body of the Agreement takes precedence over the key terms summary, the proposed Amendment has been drafted to correct the discrepancy and accurately clarify the definition of MAG as described above.

-1-

DETAILS

Key components of the Agreement are as follows:

Premises:	Installations within the RPT, 2827 N. Hollywood Way, Burbank, CA 91505
Use:	Operation of a DAS-WIFI system for users of the Airport
Term:	10 years
Extension Option:	One five-year option
Rent:	MAG or revenue share percentage. • Guaranteed Revenue: ○ Is the higher of the MAG or the revenue share percentage of 50% of actual sales. • Annual MAG Escalator: 5%
Others:	Upfront Payment: \$75,000 at commencement of construction Carrier On-Boarding Payment: \$125,000 per carrier at executing a carrier user agreement for a total of \$375,000 • Carrier refers to service providers such as Verizon, AT&T, T-Mobile

RECOMMENDATION

Staff seeks a Committee recommendation to the Commission to approve the proposed Amendment and authorize the President to execute the same.

**AMENDMENT NO. 1 TO
DAS & WI-FI CONCESSION AGREEMENT**

This Amendment No. 1 (“First Amendment”) to the April 21, 2025 DAS & WI-FI Concession Agreement (“Agreement”) executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Boingo LLC (“Concessionaire”), a Delaware limited liability company, is dated July 17, 2026 for reference purposes. Capitalized terms not otherwise defined in this First Amendment shall have the meaning given to such terms in the Agreement.

RECITALS

A. The parties executed the Agreement to provide Concessionaire’s development, installation, and operation of a multi-carrier neutral-host distributed antenna system and wi-fi network concession in the Replacement Passenger Terminal at the Airport as an essential service for passengers and other patrons using the Airport.

B. The parties desire to amend the Agreement to: (i) clarify the MAG requirement; and (ii) update the federal requirements exhibit.

NOW, THEREFORE, the parties agree as follows:

1. Amendment of Article 5. Paragraph (c) (MAG Calculation) of Section 5.2 (Base Rent) of Article 5 (Rent) of the Agreement is amended to read as follows:

(c) For each Fiscal Year, the MAG shall be determined according to the table below.

Period	Amount
First Partial Fiscal Year	Not applicable
First Full Fiscal Year	\$120,000
Subsequent Fiscal Years	105% of MAG for the preceding Fiscal Year

2. Substitution of Exhibit I-1. The attached Exhibit I-1 is substituted for Exhibit I of the Agreement. All references in the Agreement to Exhibit I shall be deemed to refer to the attached Exhibit I-1.

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.

[SIGNATURES ON FOLLOWING PAGE]

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

Boingo LLC

By: 

Print Name: Peter A Horenier

Title: Manager /CFO

By: _____

Print Name: _____

Title: Manager

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

Burbank-Glendale-Pasadena Airport Authority

Jess Talamantes, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT I-1

Federal Requirements

For purposes of this Exhibit, references to “Contractor” shall be deemed to refer to Concessionaire.

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Civil Rights – Title VI Assurance

A. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 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, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses

to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

3. ACDBE Regulations

A. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

B. The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
FINANCE AND ADMINISTRATION COMMITTEE
AUGUST 17, 2026**

**CONSENT TO ASSIGNMENT OF ADVERTISING PROGRAM AND INTERNET PROTOCOL
TELEVISION CONCESSION AGREEMENT FOR
HOLLYWOOD BURBANK AIRPORT**

CLEAR CHANNEL OUTDOOR, AIRPORTS DIVISION

Presented by
Derrick Cheng
Manager, Business & Properties

SUMMARY

Staff seeks a Finance and Administration Committee ("Committee") recommendation to the Commission to approve a proposed Consent to Assignment, copy attached, of the Advertising Program and Internet Protocol Television Concession Agreement ("Concession Agreement") with Clear Channel Airports, Inc. dba Clear Channel Outdoor, Airports Division ("Clear Channel"). The Consent is necessary because of a change in ownership of Clear Channel's parent company.

BACKGROUND

On November 17, 2025, the Commission awarded the Concession Agreement to Clear Channel for the development, management, and operation of an advertising program and internet protocol television system in the Replacement Passenger Terminal to provide curated content that includes live television and digital advertising.

The Concession Agreement prohibits Clear Channel from assigning or transferring this Agreement without the consent of the Authority.

On June 8, 2026, staff was informed that Clear Channel's parent company, Clear Channel Outdoor Holdings, Inc. entered into an Agreement and Plan of Merger ("Merger Agreement") with Madison Parent Inc. The proposed Merger Agreement will result in Clear Channel being a wholly owned subsidiary of Madison Parent Inc.

Consenting to the assignment of the Concession Agreement that will result from the completion of the merger does not amend the Concession Agreement which will continue in full force and effect in accordance with its terms.

IMPACT ON REVENUE

The proposed Consent to Assignment is revenue neutral to the Authority.

STAFF RECOMMENDATION

Staff recommends that the Committee recommend to the Commission approval of the proposed Consent to Assignment for the Concession Agreement with Clear Channel and authorization for the President to execute the same.

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**CONSENT TO ASSIGNMENT OF
ADVERTISING PROGRAM AND INTERNET PROTOCOL TELEVISION
CONCESSION AGREEMENT**

This Consent to Assignment of Advertising Program and Internet Protocol Television Concession Agreement (“Consent”) is dated _____, 2026 and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, in favor of Clear Channel Airports, Inc. (“Concessionaire”), a Pennsylvania corporation doing business as Clear Channel Outdoor, Airports Division.

RECITALS

- A. The Authority and Concessionaire are parties to a November 17, 2025 Advertising Program and Internet Protocol Television Concession Agreement (“Concession Agreement”).
- B. The Concession Agreement prohibits Concessionaire from assigning, hypothecating, encumbering, or transferring the contract or any Concessionaire’s rights, duties, or obligations under the contract without the Authority’s prior written consent.
- C. On June 8, 2026, the Authority received a letter from Concessionaire giving notice that Concessionaire’s parent company, Clear Channel Outdoor Holdings, Inc., entered into an Agreement and Plan of Merger (“Merger Agreement”) with Madison Parent Inc. and Madison Merger Sub Inc. on February 9, 2026. The proposed merger will result in Clear Channel Outdoor Holdings, Inc. being a wholly-owned subsidiary of Madison Parent Inc. and Concessionaire has requested the Authority’s consent to the associated assignment of the Concession Agreement.

NOW, THEREFORE, the Authority declares as follows:

- 1. Consent.** The Authority consents to the assignment of the Concession Agreement that will result from the completion of the merger provided for in the Merger Agreement. This Consent does not amend the Concession Agreement, which shall remain in full force and effect without any modification following the completion of the merger provided for in the Merger Agreement.
- 2. Reservation of Rights.** Neither the assignment provided for in the Merger Agreement nor the Authority’s consent thereto shall release Concessionaire from any liabilities or obligations arising under the Concession Agreement. Nothing in this Consent waives any defaults by the Concessionaire that may exist under the Concession Agreement, and the Authority reserves all of its rights and remedies with respect to any such defaults.

EXECUTED:

Burbank-Glendale-Pasadena Airport Authority

Tyron Hampton, President

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
FINANCE AND ADMINISTRATION COMMITTEE
AUGUST 17, 2026**

COMMITTEE PENDING ITEMS

Tentative Presentation

- | | |
|--|--------------------|
| 1. June Treasurer's Report | September 21, 2026 |
| 2. Auditor Required Communications
for the FY 2026 Audits | TBA |

**HOLLYWOOD BURBANK AIRPORT
ON-SITE COMMERCIAL ACTIVITY PERMIT
("OSCAP")**

Permittee: [NAME]
[ADDRESS]

Sponsor(s): [NAME]
[ADDRESS]

Permit Number: _____

Effective Date: _____

1. Definitions. As used in this permit, 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.

- (a) Airport: Bob Hope Airport (commonly known as Hollywood Burbank Airport).
- (b) Airport Rules and Regulations: July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.
- (c) Application: On-Site Commercial Activity Permit application set forth in the attached Exhibit A.
- (d) Authority: Burbank-Glendale-Pasadena Airport Authority.
- (e) Authority Parties: the Authority, the airport management company engaged by the Authority, the Cities of Burbank, Glendale and Pasadena, and the governing board members, officers, agents, employees, and volunteers of each such entity.
- (f) Business Day: a non-holiday weekday.
- (g) Claims: actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.
- (h) Hazardous Materials: (1) any substance or material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state, or local government agency to pose a present or potential hazard to human health or safety or to the environment; and (2) any materials referenced as hazardous materials in the Airport Rules and Regulations.
- (i) Regular Business Hours: period from 8:00 a.m. PST to 5:00 p.m. PST on a business day.

(j) Sponsor Contract: Sponsor's lease, concession agreement, or other contract with the Authority.

(k) Sponsor-Permittee Contract: Permittee's contract with a Sponsor, for Permittee's provision of services in connection with Sponsor's business at the Airport.

2. Authorized Activity. Permittee may conduct on Airport premises the commercial activity specified in the Application. This permit does not authorize Permittee to conduct any commercial activity that is not described in the Application.

3. Effective Period. This permit shall be effective upon issuance by the Authority and Permittee's execution of its certification of acceptance below. This permit shall remain in effect until occurrence of earliest of the following:

(a) Expiration or termination of the Sponsor-Permittee Contract(s), subject to section 6(b).

(b) Expiration or termination of the Sponsor Contract(s), subject to Section 6(b).

(c) Relinquishment by Permittee pursuant to Section 11.

(d) Revocation by the Authority pursuant to Section 12.

4. Permit Fee.

(a) Permittee shall pay the Authority a permit fee in the amount of \$_____ each calendar month, subject to increase pursuant to subsection (d) below and Section 12.

(b) The permit fee for the first calendar month of the term shall be remitted concurrently with the submission of Permittee's certification of acceptance of this permit. The permit fee for subsequent calendar months shall be payable in advance, before the start of the month (for example, no later than January 31st, for the February permit fee). There shall be no proration for any partial calendar month.

(c) Payments shall be paid in lawful money of the United States of America, without prior demand and without set off or deduction. Payment by check shall be made to "Burbank-Glendale-Pasadena Airport Authority," and delivered to the Authority's Controller at 2827 N. Hollywood Way, Burbank, California 91505. Upon request, the Authority shall furnish instructions for Permittee to make electronic payment, if available. Each payment shall be accompanied with a detailed remittance advice, or clear instructions, with a reference to the permit number. Permittee shall be responsible for any charges imposed by a financial institution for the transmission of a payment to the Authority.

(d) The Authority may adjust the permit fee amount at any time upon 30 days notice.

(e) A permit fee that is not paid within 10 days of the due date shall bear interest from the due date until paid. The interest rate shall be the Federal Reserve Board's primary discount rate in effect on the due date (but shall not exceed the maximum rate permissible by state law).

5. Airport Rules and Regulations. Permittee shall comply with the Airport Rules and Regulations. Permittee acknowledges that the Airport Rules and Regulations are available on the Authority's webpage (hollywoodburbankairport.com). Violations of the Airport Rules and Regulations by Permittee or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

6. Sponsor Contract(s).

(a) Permittee's right to conduct commercial activity on Airport property is subject to the Sponsor Contract(s). Permittee is not granted, by virtue of this permit, any license or other right to use Airport property beyond those given under the Sponsor Contract(s).

(b) If Permittee has more than one Sponsor, to the extent that a Sponsor-Permittee Contract or a Sponsor Contract has terminated, this permit shall not automatically terminate under Section 3(a) or 3(b) if another Sponsor-Permittee Contract and the related Sponsor Contract remain in effect. However, all rights that were previously granted solely by virtue of the terminated Sponsor-Permittee Contract or Sponsor Contract shall be revoked.

7. Liability for Damage. Permittee shall be liable for damage to Airport property attributable to any act or omission of Permittee. Permittee shall reimburse the Authority for costs of repair or replacement, and for related administrative costs, incurred as a result of such damage. The reimbursement shall be remitted within 10 days of invoice issuance by the Authority.

8. Indemnification.

(a) Permittee shall defend, hold harmless, and indemnify the Authority Parties from and against any Claims that arise out of the acts or omissions of Permittee in connection with this permit or each Sponsor Contract. Permittee's obligations shall survive relinquishment or termination of this permit; shall apply regardless of whether or not any insurance policies are determined to be applicable to the Claims; and shall apply, without limitation, to Claims that partially involve active or passive negligence by the Authority. Permittee's obligations shall not apply to Claims that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the Authority and Permittee.

(b) Permittee and the Authority shall promptly provide notice to each other of any Claim. Within seven days of receiving the Authority's notice, Permittee shall respond to the Authority in writing regarding Permittee's plan of action in response to such Claim. Permittee shall not settle any Claim or admit liability or fault on the part of an Authority Party without first obtaining such Authority Party's written consent.

9. Insurance.

(a) At its sole expense, Permittee shall maintain in effect the insurance coverages specified below:

- (i) Commercial general liability insuring against liability for personal injury, death, and property damage.

- ☐ (landside only) \$1,000,000 per occurrence
- ☐ (airside or both airside and landside) \$5,000,000 per occurrence
- (ii) Automobile liability covering all vehicles (owned and non-owned and hired vehicles) and insuring against liability for personal injury, death and property damage.
 - ☐ (landside only) \$1,000,000 per occurrence
 - ☐ (airside or both airside and landside) \$5,000,000 per occurrence
- (iii) Workers' compensation insurance written in accordance with California statutory limits.
- (iv) Employer's liability insurance in amounts not less than the following: (A) bodily injury by accident - \$1,000,000 - each accident; (B) bodily injury by disease - \$1,000,000 - policy limit; and (C) bodily injury by disease - \$1,000,000 - each employee.
- (v) The following, if marked:
 - ☐ Pollution liability with limits not less than \$1,000,000 per occurrence.
 - ☐ Aircraft liability insurance with limits not less than \$5,000,000 per occurrence, covering bodily injury, death, property damage, and, if applicable, passenger liability.

(b) Insurance shall be provided by an insurance company, or a pool of multiple insurance companies, each authorized to conduct business in California and having a rating of not less than "A" in A.M. Best's Insurance Guide or otherwise acceptable to the Authority. No insurance policy shall have a deductible or self-insured retention in excess of \$25,000. The limits of liability may be satisfied by a combination of primary and umbrella or excess liability policies, if such policies comply with the requirements of this Section and, together, provide coverage at least as broad as the primary policy.

(c) Concurrently with the submission of Permittee's certification of acceptance of this permit, and from time to time upon the Authority's request, Permittee shall deliver to the Authority certificates of insurance with copies of endorsements showing that the insurance includes the following provisions:

- (A) Naming the Authority Parties as additional insured.
- (B) Requiring the insurer to give the Authority 30 days' prior written notice of amendment, cancellation, or non-renewal.
- (C) Waiving rights of subrogation, set-off, or counterclaim that the insurer may have against the Authority Parties.

- (D) Waiving right of contribution from any insurance carried by or on behalf of the Authority Parties.
- (E) With respect to all liability insurance, a severability of interest clause, so that the insurance coverage applies as though a separate policy were issued to each insured party.

(d) Liability limits under the insurance policies shall in no event limit Permittee's liability under this permit. Permittee's maintenance of the required insurance shall in no way diminish Permittee's indemnification obligations.

(e) To the extent that a Sponsor Contract or Sponsor-Permittee Contract also requires Permittee to maintain insurance, Permittee shall be responsible for obtaining insurance coverage that would satisfy the requirements of both this permit and such agreement.

10. Performance Guarantee.

(a) Concurrently with Permittee's submission of the certification of acceptance of this permit, Permittee shall deliver a performance guarantee in the amount of \$_____ by an electronic payment, or a cashier's check to be cashed by the Authority (or another form of delivery acceptable to the Authority). The Authority may apply the performance guarantee to cure violations of this permit including to cover unpaid permit fees and unreimbursed Airport property damage costs. Within 10 days of each such action by the Authority, Permittee shall fully replenish the performance guarantee.

(b) The Authority shall release the performance guarantee within 90 days upon relinquishment or termination of this permit unless there is a dispute regarding Permittee's compliance with this permit. In such event, the Authority may withhold up to 150% of the disputed amount.

(c) The performance guarantee shall not be held in trust by the Authority for the benefit of Permittee and shall not be considered an advance payment of the permit fee. The Authority is not required to maintain the performance guarantee in a separate account. Permittee is not entitled to any interest earnings on the performance guarantee while held by the Authority.

11. Relinquishment by Permittee. Permittee may voluntarily relinquish this permit at any time, effective upon written notice to the Authority.

12. Revocation by Authority.

(a) The Authority may revoke this permit for cause in the event of a violation by Permittee that is not cured within 10 days after notice from the Authority. For each violation, in lieu of revocation and at its sole discretion, the Authority may permanently increase the permit fee by up to 100%.

(b) The Authority may revoke this permit without cause upon 30 days notice to Permittee.

13. Survival. Permittee's obligations for any late permit fee (including interest thereon under Section 4(e)), and its obligations under Sections 7 and 8 shall survive the termination of this permit.

14. Transfer. This permit is personal to Permittee and may not be assigned or otherwise transferred.

15. Notices. Any notices, invoices, or other documents related to this permit shall be deemed received on: (a) the day of delivery, if delivered by hand during regular business hours or by e-mail before or during regular business hours; (b) the business day after delivery, if delivered by e-mail after regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed on the first page of this Agreement or to such other addresses as may be designated in writing. Any notice delivered by e-mail that concerns a violation of this permit shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

APPROVED:

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

By: _____
Executive Director

Date: _____

PERMITTEE CERTIFICATION OF ACCEPTANCE:

[PERMITEE NAME]

By: _____

Print Name: _____

Date: _____

☐ Chairperson ☐ President ☐ Vice President
☐ Manager (if Permittee is an LLC)

By: _____

Print Name: _____

Date: _____

☐ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer
☐ Manager (if Permittee is an LLC)

EXHIBIT A

OSCAP APPLICATION
(Attached.)

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
HOLLYWOOD BURBANK AIRPORT
ON-SITE COMMERCIAL ACTIVITY PERMIT APPLICATION**

Applicant (Business Name)	
Authorized Representative (Name and Title)	
Contact Person, if different from above (Name and Title)	
Phone Number:	
Email Address:	
Mailing Address:	
Billing Address, if different from above:	

Please describe commercial activity to be conducted at the Airport:

--

PERMIT NO. _____

Please provide name of the company (“Sponsor”) for which such commercial activity will be conducted. The Sponsor must have an existing lease or other form of contract with the Authority (“Sponsor Contract”), under which the Sponsor has a leasehold at the Airport and/or has been granted a license to use Airport property.

If there is more than one Sponsor, please attach additional pages for the name, contact and related contract information for each Sponsor.

Sponsor Name	
Sponsor Contact (Name and Title, Phone Name and Email Address)	
Sponsor Contract (contract between Sponsor and the Authority) (Contract Title, dated date)	
Sponsor’s contract with Applicant (Contract Title, dated date)	

Applicant warrants that it has read and understands the following:

- Airport Rules and Regulations posted on hollywoodburbankairport.com
- On-Site Commercial Activity Permit form

Applicant Signature:	
Date of Application:	

Applicant must obtain a signed Acknowledgment from each Sponsor (in the form of the following page) and submit the Acknowledgement(s) with the Application.

=====

**ON-SITE COMMERCIAL ACTIVITY PERMIT APPLICATION
SPONSOR ACKNOWLEDGEMENT**

Applicant: _____

Sponsor: _____

Sponsor acknowledges, warrants, and agrees to all of the following:

1. Sponsor and the Burbank-Glendale-Pasadena Airport Authority ("Authority") have executed a lease, concession agreement, or other contract ("Sponsor Contract") granting Sponsor a leasehold, concession, or other right to conduct business at Hollywood Burbank Airport ("Airport")
2. Sponsor has entered, or desires to enter, into a contract with Applicant ("Sponsor-Applicant Contract") to retain Applicant's services in connection with Sponsor's business at the Airport.
3. The scheduled expiration date of the Sponsor-Applicant Contract is _____, 20____. If the Sponsor-Applicant Contract is terminated earlier for any reason, Sponsor shall promptly notify the Authority.
4. Applicant must obtain an On-Site Commercial Activity Permit ("OSCAP") from the Authority to perform services for Sponsor at the Airport.
5. Issuance of an OSCAP to Applicant is at the Authority's sole discretion, and an OSCAP is revocable by the Authority. Issuance of an OSCAP to Applicant does not constitute a determination by the Authority that Applicant is qualified to perform services for Sponsor.
6. Sponsor is responsible for Applicant's conduct on Airport premises, compliance with the Authority's Airport Rules and Regulations, and compliance with the Sponsor Contract.
7. The Authority may take enforcement actions against Sponsor for violations committed by Applicant as if the violation was committed by Sponsor.
8. The Authority has the right to invoice Sponsor for any late permit fee (including penalty thereon) that is at least 60 days delinquent and not satisfied by the use of the performance guarantee under the OSCAP. Sponsor shall pay within 30 days of invoice; provided that the Authority shall refund Sponsor if such amount is subsequently paid by Applicant.

Sponsor Signature:	
Date:	

LEASE NO. LCA03545 BUILDING NO. CA7559ZZ

On-Airport Lease GSA TEMPLATE L201D (JUN 2026)

A. This Lease is made and entered into between

Burbank Glendale Pasadena Airport Authority

(Lessor), whose principal place of business is 2827 N Hollywood Way, Burbank, California 91505-1096, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

B. Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

Hollywood Burbank Airport
2827 N Hollywood Way
Burbank, California 91505-1096

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

C. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon **October 13, 2026** or upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, must be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Name: _____

Title: _____

Entity: _____

Unique Entity Identifier (UEI): _____

Date: _____

Name: _____

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____

Title: _____

Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES AND BUILDING (JUN 2026)

Premises:

- A. Office and Related Space. **4,379** rentable square feet (RSF), yielding **4,379** ANSI/BOMA Occupant Area (ABOA) square feet (SF) of office and related Space located on the **1st and 2nd** floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.
- B. Common Area Factor. The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **0** percent. This factor, rounded to the nearest whole percentage, must be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (JUN 2026)

The Government must have the non-exclusive right to the use of Appurtenant Areas and must have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking. **3** parking spaces as depicted on the plan attached hereto as Exhibit **B**, reserved for the exclusive use of the Government, of which **0** must be structured/inside parking spaces and **3** must be surface/outside parking spaces. In addition, the Lessor must provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. Antennas, Satellite Dishes and Related Transmission Devices. (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (JUN 2026)

- A. The Government must pay the Lessor annual rent payable monthly in arrears at the following rates:

	Years 1 - 5		Years 6 - 10	
	Annual Rent	Annual Rate / RSF (as rounded to the nearest penny)	Annual Rent	Annual Rate / RSF (as rounded to the nearest penny)
Shell Rental Rate	\$916,130.59	\$209.21	\$1,207,771.99	\$275.81
Operating Costs	\$0.00	\$0.00	\$0.00	\$0.00
Full Service Rate	\$916,130.59	\$209.21	\$1,207,771.99	\$275.81

- B. INTENTIONALLY DELETED
- C. INTENTIONALLY DELETED
- D. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed **4,379** ABOA SF. based upon the methodology outlined under the "Payment" clause of GSA 3517, General Clauses.
- E. INTENTIONALLY DELETED
- F. If the Government occupies the Premises for less than a full calendar month, then rent must be prorated based on the actual number of days of occupancy for that month.
- G. Rent must be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent must be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor must be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated. This registration service is free of charge.
- H. The Lessor must provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises;"
 2. INTENTIONALLY DELETED
 3. Performance or satisfaction of all other obligations set forth in this Lease; and,

4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (JUN 2026)

- A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with **30** days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination must be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental must accrue after the effective date of termination.

1.05 INTENTIONALLY DELETED

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (JUN 2026)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s) & Site Plan(s)	4	A
Parking Plan(s)	2	B
Room Schedule	2	C
GSA 3517B, General Clauses	28	D

1.07 INTENTIONALLY DELETED

1.08 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022)

Lessor's Unique Entity Identifier

UEI: **DL44TADTTGK1**

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (JUN 2026)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. General Contract Terms.

1. "Contract" means lease.
2. "Contractor" means Lessor.
3. "Days" means calendar days, unless specified otherwise.
4. "Lease Award Date" means the date the LCO executes the lease and furnishes written notification of the executed lease to the successful offeror (usually the date on which the parties' obligations under the lease begin).
5. "Lease Term Commencement Date" means the date on which the lease term commences.
6. "Substantially Complete" or "Substantial Completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment. The space shall be considered substantially complete only if the space may be used for its intended purpose.
7. "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

B. Real Property Terms.

1. "ANSI/BOMA" is an acronym for American National Standards Institute/Building Owners and Managers Association.
2. "ANSI/BOMA Occupant Area" or "ABOA" means the measurement standard (Z65.1-2017) provided by ANSI/BOMA for Occupant Area, which is "the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area." The Method A – Multiple Load Factor Method shall apply.
3. "Appurtenant Areas" means those areas and facilities on the property that are not located within the premises, or for which rights are expressly granted under this lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the premises and express appurtenant rights (e.g., parking areas).
4. "Building" means building(s) situated on the property in which the premises are located.
5. "Common Area Factor (CAF)" means a conversion factor determined and applied by the building owner to determine the rentable square feet for the leased space. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. The CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
6. "Firm Term" means the part of the lease term that is not subject to termination rights.
7. "Non-Firm Term" means the part of the lease term following the end of the firm term, which is subject to termination rights.
8. "Premises" means the total occupant area or other type of space, together with all associated common areas described in the lease. Appurtenant areas (e.g., parking areas) to which the Government has rights under this lease are not included in the premises.
9. "Property" means the land and buildings in which the premises are located, including all appurtenant areas (e.g., parking areas) to which the Government is granted rights.
10. "Rentable Space or Rentable Square Feet (RSF)" means the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. Rentable space may include a share of common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. Rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. To determine the RSF, the ABOA SF is multiplied by the sum of one (1) plus the CAF, for each type of space included in the premises.
11. "Space" means that part of the premises to which the Government has exclusive use, such as occupant area, or other types of space. Appurtenant areas (e.g., parking areas) to which the Government has rights under the lease are not included in the space.

2.02 AUTHORIZED REPRESENTATIVES (JUN 2026)

Signatories to this Lease must have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons must be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government must have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (JUN 2026)

Lessor must have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

- A. Waste, or,
- B. Damages or restoration arising from or related to:
 - 1. The Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
 - 2. Any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.04 INTENTIONALLY DELETED

2.05 RELOCATION RIGHTS (JUN 2026)

- A. If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the GSA a minimum of 120 days prior written notice, along with a relocation proposal. This proposal is subject to LCO approval, which must not be unreasonably denied.
 - a. The proposal must include a schedule outlining specific milestone steps (e.g., design, permitting, buildout, relocation).
 - i. The Government has the right to review and approve the Lessor's Design Intent Drawings (DIDs). DIDs are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; generic furniture layout, and any additional details necessary to communicate the design intent to the lessor's architect for the purpose of preparing the construction documents (CDs).
 - b. The proposed Premises must provide for an efficient layout, as determined by the LCO.
 - c. The proposed Premises must comply with all standards and specifications as outlined within the Lease and the Lessor must continue to provide all services, utilities, operation and maintenance as outlined under this Lease.
 - d. The Lessor must provide "like-for-like" build-out and finishes in the relocated Premises.
- B. Lessor must be responsible for all costs for such relocation, including, but not limited to, design, permitting, finishes, build-out, relocation of all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the Sspace originally leased.
- C. The Airport must provide such relocated Premises at the same rental rate as the original Premises, unless the new Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties must negotiate a reduction in the rental rate. The Government will not reimburse the Lessor for any increased square footage as a result of such relocation.
- D. Notice of airport expansion - coordination with TSA for staffing and if needed additional space needs

2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)

- A. The Transportation Security Administration (TSA) is required, pursuant to 49 U.S.C. 40101—The Aviation and Transportation Security Act (ATSA), to oversee security measures at the **Hollywood Burbank Airport**.
- B. TSA is responsible for airline passenger and baggage screening services at the Airport.
- C. The U.S. General Services Administration (GSA), on behalf of TSA, leases certain facilities on the Airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the TSA.
- D. Space for TSA to screen passengers and baggage is expressly excluded from this Lease.

2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (JUN 2026)

- A. The Lessor must provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.
- B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, must be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

The Government's rights stated under the General Clause "Alterations" also apply to initial build-out of the Premises.

2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020)

The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at, [HTTPS://WWW.SAM.GOV/SAM/](https://www.sam.gov/SAM/) prior to the Lease Award Date. Registration must be for purposes of "All Awards" and include completion of all required representations and certifications within SAM. Registration must be active throughout the life of the Lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active registration in SAM. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

2.11 ENTITY NAME (OCT 2023)

Lessor may not use Federal agency name(s) and/or acronym(s), e.g., General Services Administration, GSA, in its entity name that owns and/or leases Space to GSA

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013)

- A. The Building Shell must be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as operating costs or other rent components as indicated must be deemed included in the Shell Rent.
- B. Base structure and Building enclosure components must be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, must be complete. Restrooms must be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., must be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.02 MEANS OF EGRESS (JUN 2026)

- A. Prior to occupancy, the Premises and any parking garage areas must meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.
- B. The Space must have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.
- C. Interlocking or scissor stairs located on the floor(s) where Space is located must only count as one exit stair.
- D. A fire escape located on the floor(s) where Space is located must not be counted as an approved exit stair.
- E. Doors must not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (JUN 2026)

- A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) must be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For Buildings in which any portion of the Space on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy must be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For Buildings in which the Government occupies, either through this Lease or in combination with other Government Leases in the Building any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Occupant Area SF of Space in the Building, then the entire Building must be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) must be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- E. Automatic fire sprinkler system(s) must be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.04 FIRE ALARM SYSTEM (JUN 2026)

- A. A Building-wide fire alarm system must be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.
- B. The fire alarm system must be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.
- C. The fire alarm system must be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system must transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

- E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor must install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (JUN 2026)

A. Energy-related Requirements.

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor must either:
 - a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
 - b.
 - I. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and
 - II. Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—
 - (i) That are located in States with privacy laws that provide that utilities must not provide such aggregated information to multitenant building owners; and
 - (ii) For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space must provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
 - (iii) That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor must either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.
- B. Hydrology-related Requirements. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet must use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.
1. For the purposes of applying EISA Section 438 in this Lease, "sponsor" must mean "Lessor", and "exceeds 5,000 square feet" must mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason.
 2. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor must furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.06 ACCESSIBILITY (JUN 2026)

The Building, leased Space, and areas serving the leased Space must be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and 36 CFR 1190 to the extent applicable. To the extent the standards referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent must apply.

3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (JUN 2026)

The Lessor must provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities must be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.08 RESTROOMS (ON-AIRPORT) (JUN 2026)

Government employees must have access to all public restroom facilities for men and women in the Airport terminal at all times without additional payment.

3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (OCT 2022)

- A. Temperatures must conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. Thermostats must be set to maintain temperatures of 72 degrees F (+/- 3 degrees) during the heating season and 75 degrees F (+/- 3 degrees) during the cooling season. These temperatures must be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor must perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, the dew point must be maintained below 55 degrees F in occupied spaces, and below 60 degrees F in unoccupied spaces.
- B. The Lessor must conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and must make a reasonable attempt to schedule major construction outside of office hours.
- C. Normal HVAC systems maintenance must not disrupt tenant operations.

3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (JUN 2026)

- A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
- B. The Lessor must allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor must provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.
- C. The Lessor must allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

3.11 GOVERNMENT PROJECT MANAGEMENT SYSTEM (ON-AIRPORT) (OCT 2022)

The Government may require the Lessor to use the Government's project management system for post-award and post-occupancy activities. Licensing costs and access to the system are the responsibility of the Government.

SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (JUN 2026)

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. The Lessor must follow routine cleaning and disinfecting requirements in Section 5.01. The following services, utilities, and maintenance must be provided by the Lessor as part of the rental consideration (check all that apply):

☒ HEAT	☒ TRASH REMOVAL	☒ ELEVATOR SERVICE	☒ INITIAL REPLACEMENT LAMPS, TUBES & BALLASTS	☒ OTHER
☒ ELECTRICITY	☒ CHILLED DRINKING WATER	☒ WINDOW WASHING		The proposed rental rate is to include 3 reserved parking spots
☒ POWER (Special Equip.)	☒ AIR CONDITIONING	Frequency <u>As needed</u>	☒ PAINTING FREQUENCY	☐ PEST CONTROL
☒ WATER (Hot & Cold)	☒ RESTROOM SUPPLIES	☒ CARPET CLEANING	Space <u>Yearly</u> or <u>as needed</u>	<u>Control pests as appropriate, using integrated pest management techniques.</u>
☐ SNOW REMOVAL	☒ JANITORIAL SERV. & SUPP.	Frequency <u>As needed</u>	Public Areas <u>As needed</u>	

The Lessor must have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (JUN 2026)

The Government must have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning must be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Lease. Janitorial Services must not be required on weekends or Federal holidays. Services, maintenance, and utilities must be provided from **5:00 AM to 9:00 PM, 7 DAYS PER WEEK**.

4.03 MAINTENANCE AND TESTING OF SYSTEMS (JUN 2026)

- A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems must be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems must be done in accordance with current applicable codes, and inspection certificates must be displayed as appropriate. Copies of all records in this regard must be forwarded to the Government's designated representative.
- B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests must be witnessed by the Government's designated representative.

4.04 RECYCLING (ON-AIRPORT) (JUN 2026)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor must comply with such state and local law, code, or ordinance in accordance with GSA 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

4.06 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (OCT 2022)

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to GSA for review and identification of any CUI building information that may be included. In addition, any documents GSA identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at [HTTPS://WWW.ARCHIVES.GOV/FILES/CUI/20161206-CUI-MARKING-HANDBOOK-V1-1.PDF](https://www.archives.gov/files/cui/20161206-CUI-MARKING-HANDBOOK-V1-1.PDF)) before the original or any copies are disseminated to any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized GSA employees may mark the documents.

1. Authorized recipients.

- a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with GSA. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at WWW.SAM.GOV, and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.
- b. All GSA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.

2. Dissemination of CUI building information:

- a. By electronic transmission. Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800-171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.
- b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.
 - i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt. CUI markings must not appear on the exterior of packages.
 - ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.

3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum: (1) the name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information; (3) contact information for the named individual; and (4) a description of the CUI building information provided. Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. GSA contractors and subcontractors must not take CUI building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.

5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.

6. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.

7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

4.07 INDOOR AIR QUALITY (JUN 2026)

- A. The Lessor must control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8A), OSHA regulatory limits (29 CFR 1910), and generally accepted consensus standards are not exceeded.

- B. The Lessor must avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor must use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor must use the alternate products outside normal working hours. Except in an emergency, the Lessor must provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and must adequately ventilate those Spaces during and after application.
- C. The Lessor must serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor must promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations must include testing as needed by a board-certified industrial hygienist, to ascertain the source and severity of the complaint. The hygienist must inspect and evaluate the Space and air zones serving the Space; inspection must take place as soon as possible but no later than 15 calendar days following the identification of a potential IAQ issue. Notwithstanding the above, when a board-certified industrial hygienist is not available to perform this inspection, the Lessor may, upon written request and the Government's approval, employ an environmental professional with documented experience performing IAQ assessments. The Lessor must provide written results of any testing along with recommendations to GSA.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor must assist the Government in its assessments and detailed studies by:
 - 1. Making available information on Building operations and Lessor activities;
 - 2. Providing access to Space for assessment and testing, if required; and
 - 3. Implementing corrective measures required by the LCO. The Lessor must take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits and generally accepted consensus standards.
- E. The Lessor must provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.
- F. The Lessor must use high efficiency (HEPA) filtration vacuums for cleaning.
- G. Air handling units must have the highest-level MERV filtration that is compatible with the HVAC system and does not significantly diminish airflow. Upon request, the Lessor must provide to the Government a list of the highest-level of MERV filtration that each air handling unit is designed to handle.

4.08 HAZARDOUS MATERIALS, MOLD AND WATER INTRUSION (ON-AIRPORT) (JUN 2026)

The leased Space must be free of hazardous materials, substances, and wastes, as defined by and according to applicable Federal, state, and local environmental regulations. The Space must be maintained to prevent water intrusion and accumulation, ensuring that no conditions exist that could promote mold growth. These include, but not limited to, the following:

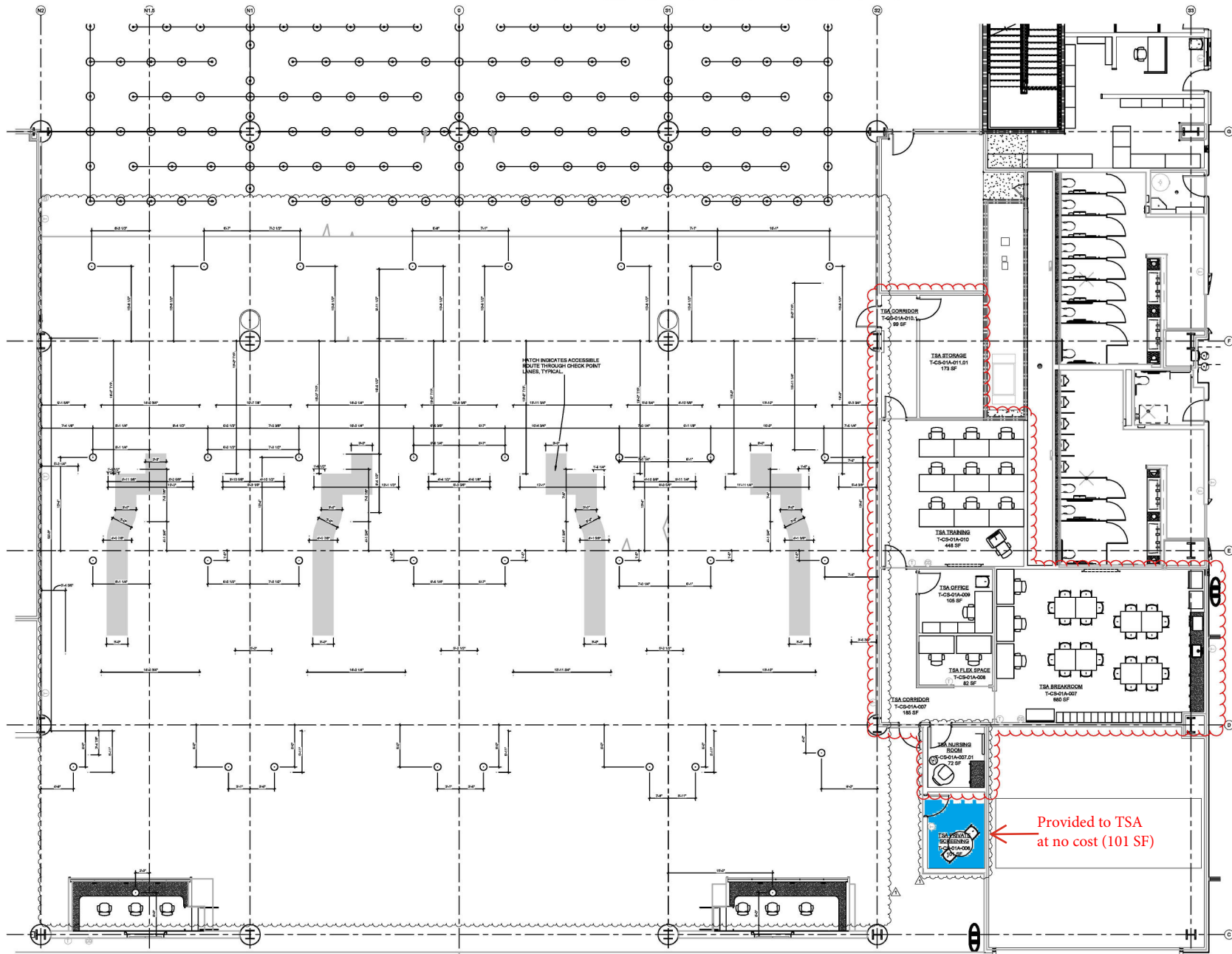
- A. The leased Space must be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance must be implemented.
- B. Actionable Condition. An actionable condition is defined as either:
 - 1. Visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower, or
 - 2. Water-Damaged Building materials which could potentially create conditions for mold or microbial amplification.
- C. The Lessor must provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space must also be free of actionable conditions, as defined by subparagraph B.
 - 1. The Lessor must safely remediate all actionable conditions in accordance with sub-paragraph C.2 below.
 - 2. The Lessor must safely remediate all actionable conditions identified by the consultant using a qualified remediation contractor following methods identified in EPA's Mold Remediation in Schools and Commercial Buildings (EPA 402-K-01-001, September 2008 or the current version of ANSI/ICCRC S520-2015: Standard for Professional Mold Remediation), and all applicable state laws pertaining to mold remediation practices. The Lessor must provide GSA with a detailed work plan from the remediation contractor on how they plan to address the actionable conditions and include qualifications of the remediation contractor. The Lessor must employ a qualified industrial hygienist, independent of the remediation contractor to verify that remediation has been completed per the industry standards listed above and that the space is safe for re-occupancy.
 - 3. The Lessor acknowledges and agrees that the Government must have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, must immediately take all further actions necessary to bring the remediation into compliance.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable conditions, the Government may implement a corrective action program and deduct its costs from the rent.

4.09 OCCUPANT EMERGENCY PLANS (OCT 2020)

The Lessor is required to cooperate, participate, and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS



1 CONSOLIDATED SSCP FLOOR PLAN
3/16" = 1'-0"

REVISIONS	ISSUES
1 01/31/2025 DCN-010 TERM2	1 04/10/2024 ISSUE FOR PERMIT
	2 06/10/2024 ISSUE FOR PERMIT R1
	3 06/10/2024 ISSUE FOR PERMIT R2
	4 10/23/2024 ISSUE FOR CONSTRUCTION



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

SHEET TITLE:
PLAN - SSCP

PERMIT NUMBER: BS2400265

This Document was produced by or under the authority of Registered Architect:

BRENT KELLEY



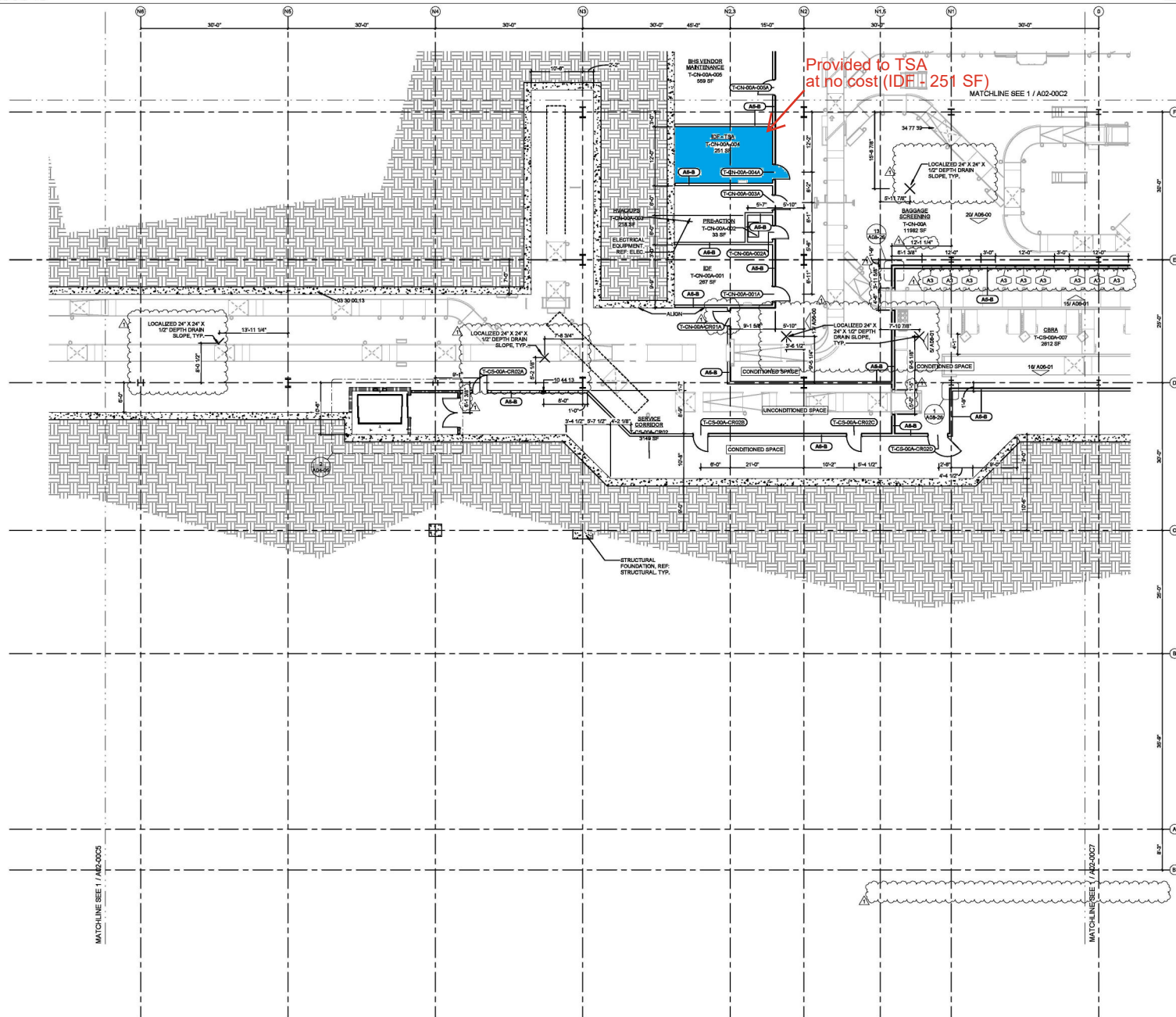
Date of issue:
01/31/2025

KEYPLAN



DATE: 01/31/2025
DRAWN BY: Author
CHECKED BY: Checker
DRAWING No: A04-60
TERM2

RETURN TO INDEX
G01-01.1



1 ARCHITECTURAL FLOOR PLAN - LEVEL B1 - ZONE C6
1/8" = 1'-0"

GENERAL PLAN NOTES

1. THE DRAWING IS FOR THE PROJECT AND NOT FOR ANY OTHER PROJECT.
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PARTITION RATING LEGEND

- UNRATED PARTITION ASSEMBLY
 - 1 HOUR RATED ASSEMBLY
 - 2 HOUR RATED ASSEMBLY
- *REFER TO LIFE SAFETY DRAWINGS FOR ASSEMBLY TYPE - PARTITION OR BARRIER

SHEET NOTES

- 03 30 05.13 CAST-IN-PLACE CONCRETE (TERM)
- 03 44 13 FIRE EXTINGUISHER CABINETS
- 34 77 39 BAGGAGE HANDLING AND CHECKED BAGGAGE INSPECTION SYSTEM

This Document was produced by or under the authority of Registered Architect:
BRENT KELLEY



Date of issue:
01/31/2025

KEYPLAN



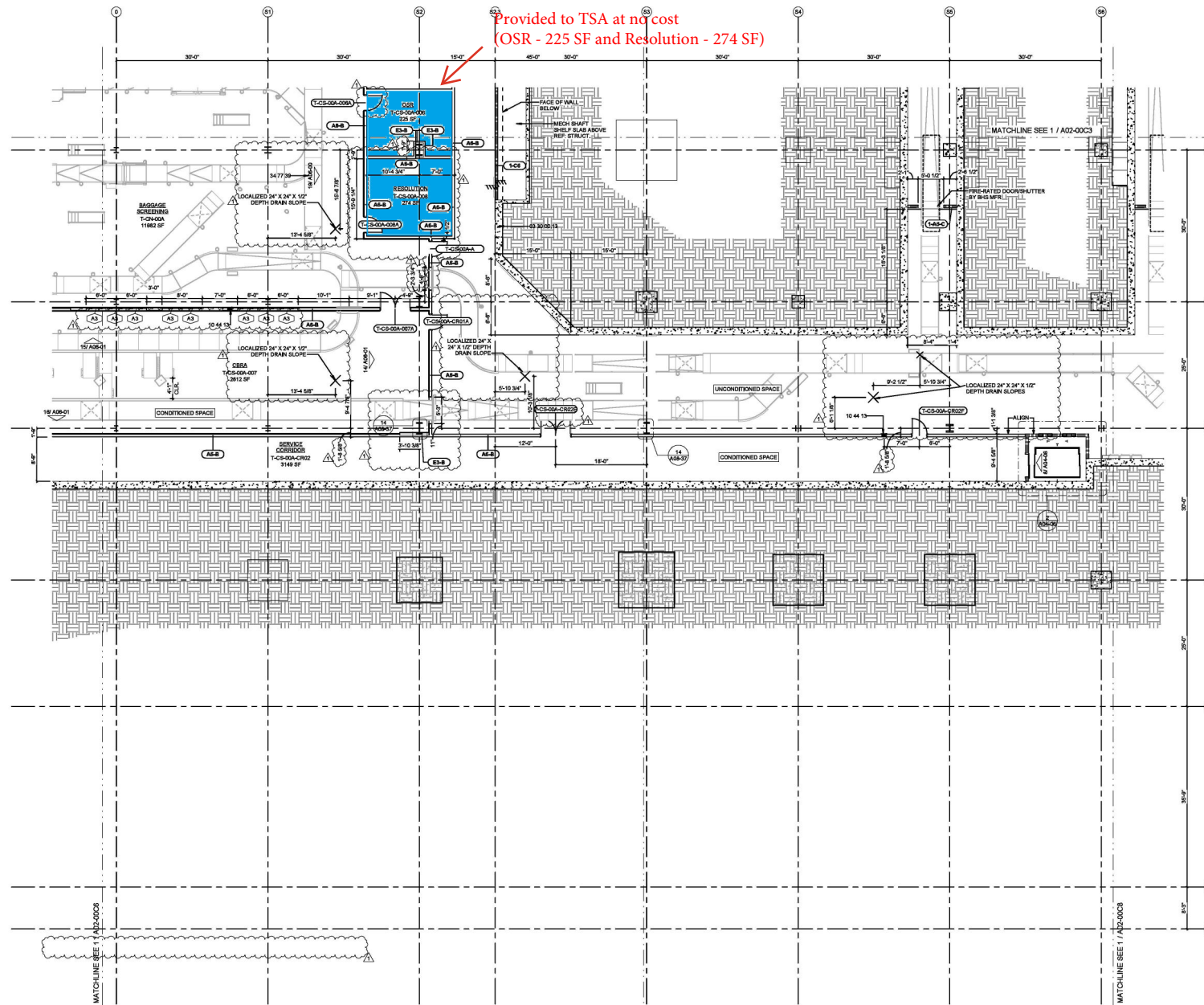
DATE: 01/31/2025
DRAWN BY: MT
CHECKED BY: MT
DRAWING No: A02-00C6
PERMIT NUMBER: BS2400265
RETURN TO INDEX G01-01.1

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

SHEET TITLE:
ARCHITECTURAL FLOOR
PLAN - LEVEL B1 - ZONE C6

PERMIT NUMBER: BS2400265





1 ARCHITECTURAL FLOOR PLAN - LEVEL B1 - ZONE C7
1/8" = 1'-0"

Δ	REVISIONS	○	ISSUES
1	01/31/2025	DCN-010 TERM2	
2			
3	11/06/2023		STRUCTURAL FRAMING AND FOUNDATION RFP
4	12/19/2023		80% DESIGN DEVELOPMENT
5	04/10/2024		ISSUE FOR PERMIT
6	06/01/2024		ISSUE FOR PERMIT #1
7	06/13/2024		ISSUE FOR PERMIT #2
8	10/23/2024		ISSUE FOR CONSTRUCTION



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

SHEET TITLE:
ARCHITECTURAL FLOOR
PLAN - LEVEL B1 - ZONE C7

PERMIT NUMBER: BS2400265

DATE: 01/31/2025
DRAWN BY: MT
CHECKED BY: **TERM2**
DRAWING No: **A02-00C7**

RETURN TO INDEX
G01-01.1

GENERAL PLAN NOTES

1. THE DESIGN OF THIS PROJECT IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND THE DESIGNER'S VISUAL INSPECTION OF THE SITE. THE DESIGNER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.
2. THE DESIGNER IS NOT RESPONSIBLE FOR THE CONSTRUCTION OF THIS PROJECT OR FOR THE RESULTS OF THE CONSTRUCTION.
3. THE DESIGNER IS NOT RESPONSIBLE FOR THE OBTAINING OF ANY NECESSARY PERMITS OR FOR THE RESULTS OF THE PERMITTING PROCESS.
4. THE DESIGNER IS NOT RESPONSIBLE FOR THE OBTAINING OF ANY NECESSARY INSURANCE OR FOR THE RESULTS OF THE INSURANCE PROCESS.
5. THE DESIGNER IS NOT RESPONSIBLE FOR THE OBTAINING OF ANY NECESSARY FINANCING OR FOR THE RESULTS OF THE FINANCING PROCESS.
6. THE DESIGNER IS NOT RESPONSIBLE FOR THE OBTAINING OF ANY NECESSARY LEGAL COUNSEL OR FOR THE RESULTS OF THE LEGAL COUNSELING PROCESS.
7. THE DESIGNER IS NOT RESPONSIBLE FOR THE OBTAINING OF ANY NECESSARY TAX COUNSEL OR FOR THE RESULTS OF THE TAX COUNSELING PROCESS.
8. THE DESIGNER IS NOT RESPONSIBLE FOR THE OBTAINING OF ANY NECESSARY ENVIRONMENTAL COUNSEL OR FOR THE RESULTS OF THE ENVIRONMENTAL COUNSELING PROCESS.
9. THE DESIGNER IS NOT RESPONSIBLE FOR THE OBTAINING OF ANY NECESSARY HISTORIC PRESERVATION COUNSEL OR FOR THE RESULTS OF THE HISTORIC PRESERVATION COUNSELING PROCESS.
10. THE DESIGNER IS NOT RESPONSIBLE FOR THE OBTAINING OF ANY NECESSARY ARCHITECTURAL COUNSEL OR FOR THE RESULTS OF THE ARCHITECTURAL COUNSELING PROCESS.
11. THE DESIGNER IS NOT RESPONSIBLE FOR THE OBTAINING OF ANY NECESSARY ENGINEERING COUNSEL OR FOR THE RESULTS OF THE ENGINEERING COUNSELING PROCESS.
12. THE DESIGNER IS NOT RESPONSIBLE FOR THE OBTAINING OF ANY NECESSARY LANDSCAPE ARCHITECTURE COUNSEL OR FOR THE RESULTS OF THE LANDSCAPE ARCHITECTURE COUNSELING PROCESS.
13. THE DESIGNER IS NOT RESPONSIBLE FOR THE OBTAINING OF ANY NECESSARY INTERIOR DESIGN COUNSEL OR FOR THE RESULTS OF THE INTERIOR DESIGN COUNSELING PROCESS.
14. THE DESIGNER IS NOT RESPONSIBLE FOR THE OBTAINING OF ANY NECESSARY FURNITURE AND FIXTURES COUNSEL OR FOR THE RESULTS OF THE FURNITURE AND FIXTURES COUNSELING PROCESS.
15. THE DESIGNER IS NOT RESPONSIBLE FOR THE OBTAINING OF ANY NECESSARY LIGHTING COUNSEL OR FOR THE RESULTS OF THE LIGHTING COUNSELING PROCESS.
16. THE DESIGNER IS NOT RESPONSIBLE FOR THE OBTAINING OF ANY NECESSARY AUDIOVISUAL COUNSEL OR FOR THE RESULTS OF THE AUDIOVISUAL COUNSELING PROCESS.
17. THE DESIGNER IS NOT RESPONSIBLE FOR THE OBTAINING OF ANY NECESSARY SECURITY COUNSEL OR FOR THE RESULTS OF THE SECURITY COUNSELING PROCESS.
18. THE DESIGNER IS NOT RESPONSIBLE FOR THE OBTAINING OF ANY NECESSARY SAFETY COUNSEL OR FOR THE RESULTS OF THE SAFETY COUNSELING PROCESS.
19. THE DESIGNER IS NOT RESPONSIBLE FOR THE OBTAINING OF ANY NECESSARY HEALTH AND SAFETY COUNSEL OR FOR THE RESULTS OF THE HEALTH AND SAFETY COUNSELING PROCESS.
20. THE DESIGNER IS NOT RESPONSIBLE FOR THE OBTAINING OF ANY NECESSARY ENVIRONMENTAL AND SAFETY COUNSEL OR FOR THE RESULTS OF THE ENVIRONMENTAL AND SAFETY COUNSELING PROCESS.

PARTITION RATING LEGEND

- UNRATED PARTITION ASSEMBLY
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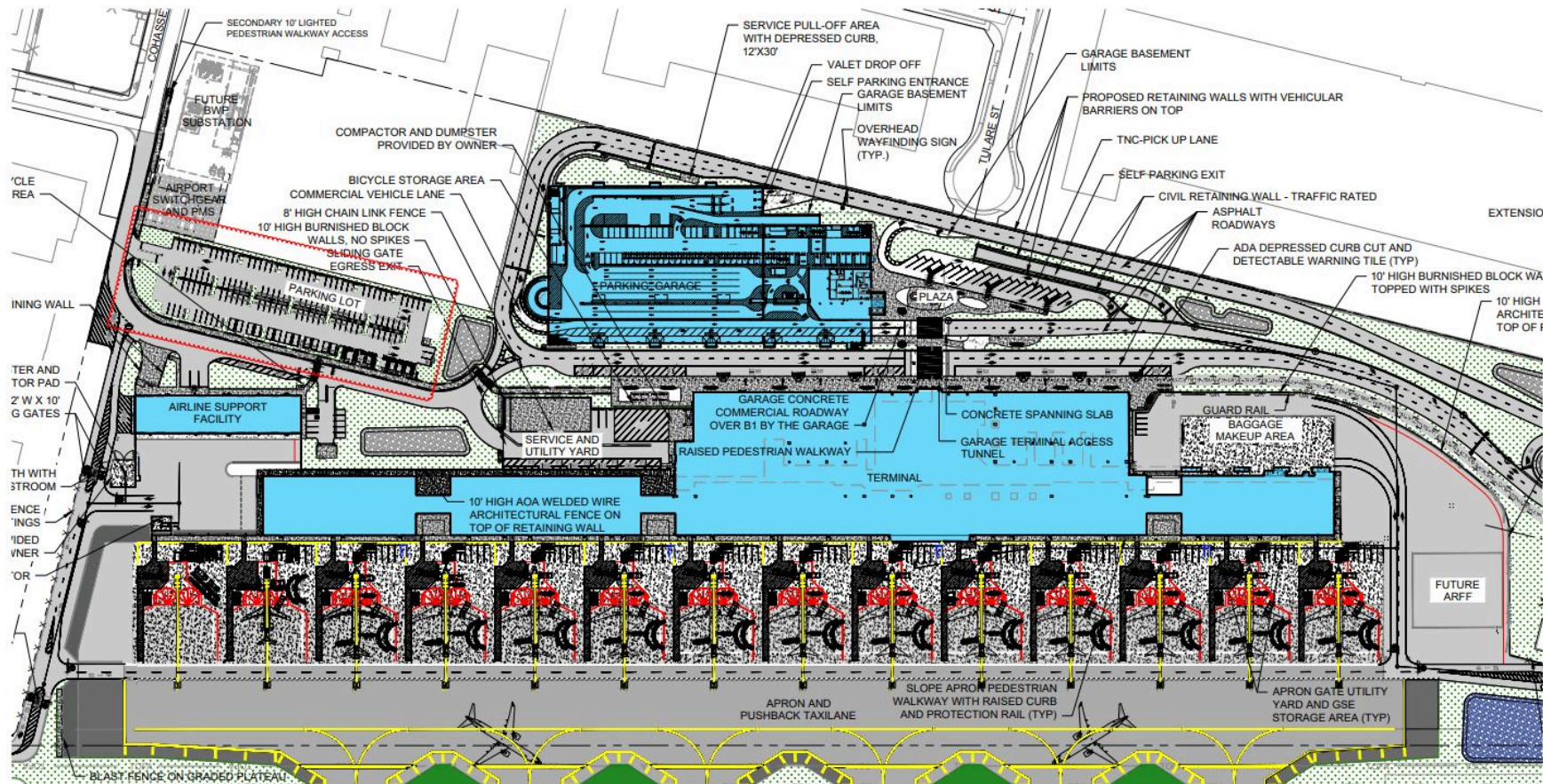
Date of issue: 01/31/2025

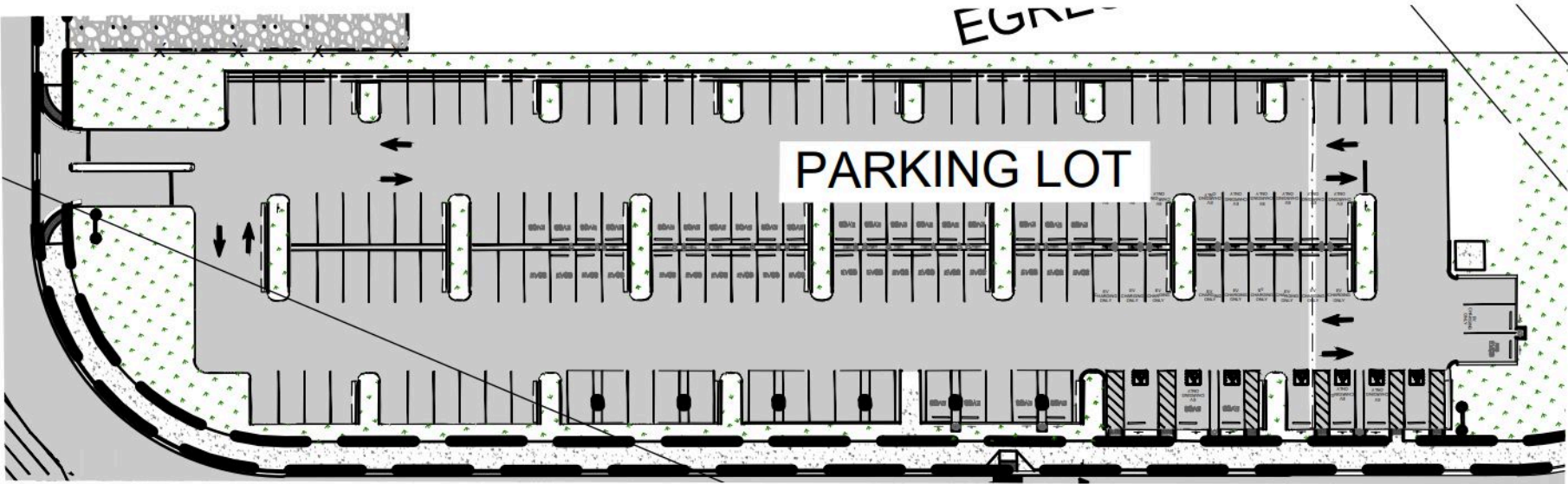
KEYPLAN



0 2 4 8 16 N







LEVEL 2	Square Footage
TSSE Support Work Area	141
TSA IDF	146
TSM Shared Office	295
TSSE Support Office	150
TSA Breakroom	177
TSA Office	104
Restroom	80
TSA Hallway	428
Conference Room	417
Private Office	127
Private Office	133
Private Office	182
Private Office	155
	2535

LEVEL 1	Square Footage
TSA Corridor	99
TSA Storage	173
TSA Training	448
TSA Corridor	185
TSA Office	105
TSA Flex Space	82
TSA Breakroom	680
TSA Nursing Room	72
	1844

Total Sq FT**4379**

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1	GSAR 552.270-4	DEFINITIONS (DEVIATION)
	2	GSAR 552.270-5	SUBLETTING AND ASSIGNMENT (DEVIATION)
	3	GSAR 552.270-11	SUCCESSORS BOUND
	4	GSAR 552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	5	GSAR 552.270-24	STATEMENT OF LEASE
	6	GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY
	7	GSAR 552.270-26	NO WAIVER
	8	GSAR 552.270-27	INTEGRATED AGREEMENT (DEVIATION)
	9	GSAR 552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	10	GSAR 552.270-10	DEFAULT BY LESSOR (DEVIATION)
	11	GSAR 552.270-9	INSPECTION – RIGHT OF ENTRY
	12	GSAR 552.270-17	DELIVERY AND CONDITION (DEVIATION)
	13	GSAR 552.270-19	PROGRESSIVE OCCUPANCY
	14	GSAR 552.270-6	MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (DEVIATION)
	15	GSAR 552.270-7	FIRE AND CASUALTY DAMAGE (DEVIATION)
	16	GSAR 552.270-8	COMPLIANCE WITH APPLICABLE LAW (DEVIATION)
	17	GSAR 552.270-12	ALTERATIONS
PAYMENT	18	GSAR 552.270-29	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (DEVIATION)
	19	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	20	GSAR 552.270-31	PROMPT PAYMENT
	21	FAR 52.232-23	ASSIGNMENT OF CLAIMS
	22	GSAR 552.270-20	PAYMENT (DEVIATION)
STANDARDS OF CONDUCT	23	FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
	24	FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	25	GSAR 552.270-32	COVENANT AGAINST CONTINGENT FEES
	26	FAR 52.203-7	ANTI-KICKBACK PROCEDURES

LESSOR: _____ GOVERNMENT: _____

	27	FAR 52.226-7	DRUG-FREE WORKPLACE
	28	FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	29	GSAR 552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	30	FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
	31	GSAR 552.270-13	PROPOSALS FOR ADJUSTMENT
	32	GSAR 552.270-14	CHANGES (DEVIATION)
AUDITS	33	GSAR 552.215-70	EXAMINATION OF RECORDS BY GSA
	34	FAR 52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	35	FAR 52.233-1	DISPUTES
LABOR STANDARDS	36	FAR 52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	37	FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	38	FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	39	FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS
SMALL BUSINESS	40	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	41	FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	42	FAR 52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
	43	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
CYBERSECURITY	47	FAR 52.240-92	SECURITY REQUIREMENTS
	48	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
	49	GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS

OTHER	50	FAR 52.240-93	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
	51	FAR 52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS
	52	FAR 52.222-90	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS
	53	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
	54	FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

LESSOR: _____ GOVERNMENT: _____

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. GSAR 552.270-4 DEFINITIONS (AUG 2023) (DEVIATION)

When a solicitation or contract uses a word or term that is defined in the Federal Acquisition Regulation (FAR) or General Services Acquisition Manual (GSAM), the word or term has the same meaning as the definition in FAR 2.101, GSAM 502.101, or GSAM 570.102 in effect at the time the solicitation was issued or lease contract was awarded, unless

- (a) The solicitation, amended solicitation, or lease contract provides a different definition (e.g., R100, L100);
- (b) An applicable part, subpart, or section of the FAR or GSAM provides a different meaning.

2. GSAR 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 2022) (DEVIATION)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of the Lessor, which shall not be unreasonably withheld.

3. GSAR 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

4. GSAR 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and

LESSOR: _____ GOVERNMENT: _____

transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. GSAR 552.270-24 STATEMENT OF LEASE (SEP 1999)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.
- (b) Letters issued pursuant to this clause are subject to the following conditions:
- (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
 - (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
 - (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
 - (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

6. GSAR 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

7. GSAR 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. GSAR 552.270-27 INTEGRATED AGREEMENT (SEP 2022) (DEVIATION)

This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

LESSOR: _____ GOVERNMENT: _____

9. GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. GSAR 552.270-10 DEFAULT BY LESSOR (JUL 2023) (DEVIATION)

Occurrence of the following constitutes default by the Lessor and gives rise to the following rights and remedies of the Government:

- (a) *Prior to acceptance of the space.* Failure by the Lessor to perform diligently any obligations required for acceptance of the space or other required improvements within the times specified, other than due to an excusable delay, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, terminate the lease on account of the Lessor's default.
- (b) *After acceptance of the space.* Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this lease, other than due to an excusable delay, constitutes a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, take one or more of the following actions:
 - (1) Perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs, including administrative costs, incurred in connection with taking the action;
 - (2) Reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition. If default renders the leased premises untenable, the reduction of rent may be calculated as the prorated portion of the monthly rent represented by all such days the leased premises is untenable;
 - (3) Terminate the lease if:
 - (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
 - (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, and such conditions substantially impair the safe and healthful occupancy of the premises, or render the premises unusable for its intended purposes.
- (c) *Damages.* The Lessor and the Lessor sureties, if any, are jointly and severally liable for any damages to the Government resulting from default or termination, as provided in this clause.
 - (1) Damages include all costs associated with the replacement lease(s), which include but are not limited to the following: the Government's aggregate rent, estimated real estate taxes, operating costs, administrative costs, or other procurement costs.
 - (2) If the Government procures replacement premises for a term (including all option terms) in excess of this lease term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

LESSOR: _____ GOVERNMENT: _____

- (3) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date the Lessor receives notice from the Contracting Officer specifying such damages.

(d) *Excusable delays.*

- (1) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if:
- (i) the delay in substantially completing any work or performing any services arises from excusable delays, and
 - (ii) the Lessor, within ten (10) days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay.
- (2) The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date commensurate with the delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.
- (e) No deduction from rent, termination of lease, or any other action pursuant to this clause will constitute a default by the Government under this lease.
- (f) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. GSAR 552.270-9 INSPECTION – RIGHT OF ENTRY (SEP 1999)

- a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:
- (1) Inspecting, sampling and analyzing suspected asbestos-containing materials and air monitoring for asbestos fibers;
 - (2) Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;
 - (3) Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and
 - (4) Inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

LESSOR: _____ GOVERNMENT: _____

12. GSAR 552.270-17 DELIVERY AND CONDITION (SEP 2022) (DEVIATION)

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.
- (b) The Government may elect to accept the space notwithstanding the Lessor's failure to deliver the space substantially complete; if the Government so elects, it may reduce the rent payments.

13. GSAR 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

14. GSAR 552.270-6 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SEP 2022) (DEVIATION)

The Lessor shall maintain the property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease.

- (a) For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.
- (b) Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards.
- (c) The Lessor shall maintain the premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc.
- (d) The Government shall have the right, at any time after the lease award date and during the term of the lease, to inspect all areas of the property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

15. GSAR 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION)

- (a) If the building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate.
- (b) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenable, or not usable for their intended purpose:
 - (1) The Lessor shall have the option to elect to repair and restore the premises or terminate the lease.
 - (2) Unless otherwise approved by the Lease Contracting Officer, the Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the premises within 60 days of the event of destruction or damage.

LESSOR: _____ GOVERNMENT: _____

- (i) If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage.
- (ii) If the Lessor elects to repair or restore the premises, but fails to repair or restore the premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the lease effective as of the date of the destruction or damage.
- (3) During the time that the premises are unoccupied, rent shall be abated. Termination of the lease by either party under this clause shall not give rise to liability for either party.
- (4) Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

16. GSAR 552.270-8**COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION)**

Lessor shall comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state, tribal, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law.

17. GSAR 552.270-12**ALTERATIONS (SEP 1999)**

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

18. GSAR 552.270-29**ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2022)****(DEVIATION)**

- (a) Ten (10) working days prior to the completion of the space, the Lessor shall issue written notice to the Government to schedule the inspection of the space for acceptance. The Government shall accept the space only if the construction of building shell and tenant improvements conforming to this lease and the approved design intent drawings (DIDs) is substantially complete, and a certificate of occupancy has been issued as set forth below.
- (b) The space shall be considered substantially complete only if the space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed tenant improvements to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other lease requirements.
- (c) The Lessor shall provide a valid certificate of occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue certificates of occupancy or if the certificate of occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the premises and building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall

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only accept the space without a certificate of occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this lease.

19. FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

This clause is incorporated by reference.

20. GSAR 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Payment due date—

- (1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
 - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
 - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- (2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:
 - (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
 - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) Invoice and inspection requirements for payments other than rent.

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
 - (i) Name and address of the Contractor.
 - (ii) Invoice date.
 - (iii) Lease number.
 - (iv) Government's order number or other authorization.
 - (v) Description, price, and quantity of work or services delivered.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

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(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

- (1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and
 - (iii) Lessor point of contact.
- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

21. FAR 52.232-23

ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

- (a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a

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result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

22. GSAR 552.270-20 PAYMENT (AUG 2023) (DEVIATION)

- (a) When space is offered and accepted, ANSI/BOMA Occupant Area (ABOA) square footage delivered will be confirmed by either:
 - (1) The Government's measurement of plans submitted by the successful offeror as approved by the Government, and an inspection of the space to verify that the delivered space conforms with such plans; or
 - (2) A mutual on-site measurement of the space if the Contracting Officer determines it necessary.
- (b) The Government will not pay for space in excess of the amount of ABOA square footage stated in the lease.
- (c) If the amount of ABOA square footage delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:

$$(1 + \text{CAF}) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$$

- (d) Common Area Factor (CAF). The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}$.
- (e) Rentable Square Footage (RSF). The RSF is calculated using the following formula for each type of space (e.g., office, warehouse, etc.) included in the premises: $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$.

23. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

24. FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

(Applicable to leases over \$6 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

25. GSAR 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.
- (b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
 - (1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
 - (2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
 - (3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

26. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

(Applicable to leases over \$150,000 total contract value.)

This clause is incorporated by reference.

27. FAR 52.226-7 DRUG-FREE WORKPLACE (MAY 2024)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

28. FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)

(Applicable to leases over \$6 Million total contract value.)

This clause is incorporated by reference.

29. GSAR 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—
 - (1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;
 - (2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or
 - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

30. FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$2,000,000.)

This clause is incorporated by reference.

31. GSAR 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)

This clause is incorporated by reference.

32. GSAR 552.270-14 CHANGES (SEP 2022) (DEVIATION)

- (a) The Lease Contracting Officer (LCO) may at any time, by written order, direct changes to the tenant improvements within the space, building security requirements, or the services required under the lease.
- (b) If any such change causes an increase or decrease in Lessor's cost or time required for performance of its obligations under this lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the lease providing for one or more of the following:
 - (1) An adjustment of the delivery date.
 - (2) An equitable adjustment in the rental rate.

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- (3) A lump sum equitable adjustment. or
- (4) An adjustment of the operating cost base, if applicable.
- (c) The Lessor must assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and must submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.
- (d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government is not liable to Lessor under this clause.

33. GSAR 552.215-70 EXAMINATION OF RECORDS BY GSA (JUN 2016)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

34. FAR 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

35. FAR 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

36. FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JAN 2025)

(Applicable to leases exceeding the micro-purchase threshold.)

This clause is incorporated by reference.

37. FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(Applicable to leases \$150,000 or more, total contract value.)

- (a) *Definitions.* As used in this clause-

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

- (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

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38. FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(Applicable to leases over \$15,000 total contract value.)

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(Applicable to leases \$150,000 or more, total contract value.)

This clause is incorporated by reference.

40. FAR 52.209 6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2025)

(Applicable to leases over \$35,000 total contract value.)

This clause is incorporated by reference.

41. FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

(Applicable if over \$2,000,000 total contract value.)

This clause is incorporated by reference.

42. FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)

This clause is incorporated by reference.

43. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

44. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2025) ALTERNATE III (JAN 2025)

(Applicable to leases over \$750,000 total contract value.)

This clause is incorporated by reference.

45. FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)

(Applicable to leases over \$750,000 total contract value.)

This clause is incorporated by reference.

46. FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(Applicable if over \$30,000 total contract value.)

This clause is incorporated by reference.

47. FAR 52.240-92 SECURITY REQUIREMENTS (NOV 2025 – GSA Class Deviation RFO-2025-40)

(Applicable when the contract may require access to classified information.)

This clause is incorporated by reference.

48. FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

This clause is incorporated by reference.

49. GSAR 552.204-9 PERSONAL IDENTITY VERIFICATION REQUIREMENTS (APR 2023)

This clause is incorporated by reference.

50. FAR 52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2025 – GSA Class Deviation RFO-2025-40)

(a) Definitions. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information—

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but

(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

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Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements.*

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

**51. FAR 52.240-91
RFO-2025-40)**

SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025 – GSA Class Deviation

(a) *Definitions.* As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at <https://www.sam.gov> (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

- (1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

LESSOR: _____ GOVERNMENT: _____

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

- (1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

- (1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—
 - (i) Of that equipment; or
 - (ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

- (1) Is developed or provided by a Kaspersky Lab-covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract.* Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

- (1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures.* The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers.* The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.*

(1) *Certain telecommunications and video surveillance equipment, systems, or services.*

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions.*

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-national-s-and-blocked-persons-list-sdn-human-readable-lists>.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at <https://www.trade.gov/consolidated-screening-list>, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition.* The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions.*

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over \$15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders.*

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry.* The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report.*

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report.*

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

- (i) Contract number and order number, if applicable;
- (ii) Name of the covered article or source subject to a FASCSA order;
- (iii) The specific FASCSA order the product or service does not comply with;
- (iv) The elements of (h)(1)(iii) through (ix) of this clause.
- (j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

52. FAR 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026)

(a) *Definitions.* As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

- (1) The Contractor will not engage in any racially discriminatory DEI activities;
- (2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
- (3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
- (4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
- (5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
- (6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

53. FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

This clause is incorporated by reference.

LESSOR: _____ GOVERNMENT: _____

54. FAR 52.252-2**CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>

<https://www.acquisition.gov/browse/index/gsam>.

LESSOR: _____ GOVERNMENT: _____

**AMENDMENT NO. 1 TO
DAS & WI-FI CONCESSION AGREEMENT**

This Amendment No. 1 ("First Amendment") to the April 21, 2025 DAS & WI-FI Concession Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Boingo LLC ("Concessionaire"), a Delaware limited liability company, is dated July 17, 2026 for reference purposes. Capitalized terms not otherwise defined in this First Amendment shall have the meaning given to such terms in the Agreement.

RECITALS

A. The parties executed the Agreement to provide Concessionaire's development, installation, and operation of a multi-carrier neutral-host distributed antenna system and wi-fi network concession in the Replacement Passenger Terminal at the Airport as an essential service for passengers and other patrons using the Airport.

B. The parties desire to amend the Agreement to: (i) clarify the MAG requirement; and (ii) update the federal requirements exhibit.

NOW, THEREFORE, the parties agree as follows:

1. **Amendment of Article 5.** Paragraph (c) (MAG Calculation) of Section 5.2 (Base Rent) of Article 5 (Rent) of the Agreement is amended to read as follows:

(c) For each Fiscal Year, the MAG shall be determined according to the table below.

Period	Amount
First Partial Fiscal Year	Not applicable
First Full Fiscal Year	\$120,000
Subsequent Fiscal Years	105% of MAG for the preceding Fiscal Year

2. **Substitution of Exhibit I-1.** The attached Exhibit I-1 is substituted for Exhibit I of the Agreement. All references in the Agreement to Exhibit I shall be deemed to refer to the attached Exhibit I-1.

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.

[SIGNATURES ON FOLLOWING PAGE]

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

Boingo LLC

By:  _____

Print Name: Peter Hovenier

Title: Manager

By: _____

Print Name: _____

Title: Manager

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

Burbank-Glendale-Pasadena Airport Authority

Jess Talamantes, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT I-1

Federal Requirements

For purposes of this Exhibit, references to "Contractor" shall be deemed to refer to Concessionaire.

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Civil Rights – Title VI Assurance

A. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 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, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses

to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

3. ACDBE Regulations

A. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

B. The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

DAS & WI-FI CONCESSION AGREEMENT
FOR
HOLLYWOOD BURBANK AIRPORT
BETWEEN
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AND
BOINGO LLC

KEY CONCESSION AGREEMENT TERMS

(The table below is for convenience only. In case of conflict between the table below and the provisions of this Agreement, the provisions in this Agreement shall govern. Capitalized terms below have the meanings ascribed in Article 1.)

Agreement Date:	April 21, 2025	
Authority:	Burbank-Glendale-Pasadena Airport Authority <i>before RPT Opening Date</i> 2627 N. Hollywood Way Burbank, CA 91505 <i>after RPT Opening Date</i> 2827 N. Hollywood Way Burbank, CA 91505	
Concessionaire:	Boingo LLC <i>Headquarter Office:</i> 17 Cowboys Way, Suite 400 Frisco, TX 75034 <i>Servicing Office:</i> 10960 Wilshire Boulevard, Suite 2300 Los Angeles, CA 90024	
Leased Premises & Ancillary Locations	As depicted in Exhibit A and Exhibit B	Exhibits A, B
Expiration Date:	10th anniversary of RPT Opening Date, or if the Authority exercises extension option per Section 2.3, 15 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
Base Rent Commencement Date:	RPT Opening Date	Section 5.2
Base Rent:	• First Partial Fiscal Year: Gross Revenue Share • Each Fiscal Year: greater of (i) Gross Revenue Share or (ii) MAG • Final Partial Fiscal Year: greater of (i) Gross Revenue Share or (ii) prorated MAG	Section 5.2
MAG	• First Full Fiscal Year: \$120,000 • Second full Fiscal Year and thereafter: 105% of MAG for the preceding Fiscal Year	Section 5.2

Gross Revenue Share:	50% of Gross Revenues	Section 5.2
Base Rent Due Dates:	In advance. First payment on RPT Opening Date. Thereafter, on the first day of each month, in an amount equal to 1/12 of MAG, plus supplemental payment (if any) based on Gross Revenue Share by the fifteenth of each month.	Section 5.2
Due dates for monthly and annual reports relating to Space Rent:	• Monthly 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
Upfront Payment:	\$75,000, due on the first Turnover Date (<i>i.e.</i> , the effective date of the first Notice to Proceed, allowing Concessionaire to commence construction at any Airport location)	Section 5.1(c)
Additional Rent:	Carrier On-Boarding Payments (\$125,00 per carrier for up to \$375,000 in aggregate), employee parking fees, utility charges, trash removal and recycling charges, and all other amounts (other than Base Rent) due under this Agreement	Section 5.3
Payment Method:	Automated Clearing House (ACH) or Electronic Fund Transfer (EFT) or other method designated by the Authority	Section 5.5
Performance Guarantee:	100% of MAG	Section 6.2
Build-Out Deadline:	With respect to the Leased Premises, the earlier of: (i) 120 days from the Turnover Date, or (ii) 60 days before the RPT Opening Date. With respect to each Ancillary Installation, the earlier of: (i) 30 days from the date on which a Notice to Proceed is issued for work at the related Ancillary Location; or (ii) 60 days before the RPT Opening Date.	Article 1, Section 10.3
Activation Delay Damages:	If the System is not fully operational by RPT Opening Date (except for minor portions as approved by the Authority), \$600 per day	Section 12.3
Exhibits:	A – LEASED PREMISES B – ANCILLARY LOCATIONS C – DAS & WI-FI COVERAGE AREAS D – DAS SCOPE OF SERVICES E – WI-FI SCOPE OF SERVICES F – WI-FI OPERATIONAL STANDARDS G – ADVERTISING GUIDELINES H – CONCESSIONAIRE PROPOSAL I – FEDERAL REQUIREMENTS	

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DAS & WI-FI CONCESSION AGREEMENT

THIS DAS & WI-FI CONCESSION AGREEMENT ("Agreement") is dated April 21, 2025 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Boingo LLC ("Concessionaire"), a Delaware limited liability company.

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 develop, install, and operate a multi-carrier neutral-host distributed antenna system and wi-fi network concession in the Replacement Passenger Terminal at the Airport as an essential service for passengers and other patrons using the Airport.

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).
Additional Rent	Any amount owed to the Authority pursuant to this Agreement or the CTDCM, other than Base Rent.
Advertisement Guidelines	The advertisement guidelines set forth in Exhibit D-6.
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 successor adopted by the Authority Commission.
Airport Terminal	The Replacement Passenger Terminal (under construction as of the execution of this Agreement) in the northeast quadrant of the Airport, including all user movement areas, public areas, baggage claim areas, interconnecting hallways, and concourses.
Alterations	As defined in Section 19.1.
Ancillary Installations	Wiring, cables, antennas, other hardware or components of the System installed at the Ancillary Locations.
Ancillary Locations	Locations at the Airport where Concessionaire has a revocable license to install and maintain wiring, cables, antennas and other hardware or system components to support the System, as specified in Exhibit B.
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, the earlier of: (i) 120 days from the Turnover Date, or (ii) 60 days before the RPT Opening Date. With respect to each Ancillary Installation, the earlier of: (i) 30 days from the date on which a Notice to Proceed is issued for work at the related Ancillary Location; or (ii) 60 days before the RPT Opening Date.
Capital Investment Report	As described in Section 18.2.
Carrier On-Boarding Payment	As defined in Section 5.3(a)
Concession Period	From the RPT Opening Date to 11:59 p.m. on the Expiration Date or any earlier termination date.
Concessionaire	Boingo LLC, a Delaware limited liability company, 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.
Construction Plan	Concessionaire's plan to construct and make installations at the Leased Premises and the Ancillary Locations, as approved by the Authority.
Continuous Basis	Twenty-four hours a day, every day of the year.
Coverage Area	The DAS Coverage Area or the Wi-Fi Coverage Area, or both, as context requires.
CTDCM	The Authority's Concession Tenant Design and Construction Manual.
DAS	Multi-carrier neutral-host distributed antenna system developed, installed, and operated by Concessionaire to serve the DAS Coverage Area.
DAS Coverage Area	As specified in Exhibit C.
Default Event	As defined in Section 13.1.
Discrete Component	As defined in Section 10.2(e).
Eligible Improvements	As defined in Section 16.6(a).
Executive Director	Burbank-Glendale-Pasadena Airport Authority Executive Director (or, in the absence of the Executive Director, such other Authority officer designated by the Authority Commission) or such person's designee.
Expiration Date	Date that this Agreement expires (unless earlier terminated pursuant to the terms hereof), which shall be: (i) the tenth anniversary of the RPT Opening Date, or (ii) if the Authority exercises its extension option pursuant to Section 2.3, the fifteenth anniversary of the RPT Opening Date.
FAA	Federal Aviation Administration.
Federal Requirements	The federal requirements set forth in Exhibit I, which requirements are applicable to contracts not funded by an Airport Improvement Program grant from the FAA.
Final Fiscal Year	The last full Fiscal Year of the Concession Period.
Final Partial Fiscal Year	That portion of a Fiscal Year commencing on July 1 following the Final Fiscal Year and ending on the last day of the Concession Period. If the end of the Concession Period falls on June 30, there shall be no Final Partial Fiscal Year.
First Full Fiscal Year	The first full Fiscal Year following the RPT Opening Date.

First Partial Fiscal Year	The period commencing on the RPT Opening Date and ending on the following June 30.
Fiscal Year	July 1 through June 30.
Gross Revenue Share	As defined in Section 5.2(b).
Gross Revenues	All revenues generated by the operation of the System pursuant to this Agreement from all sources and all services performed by Concessionaire (by itself or through Concessionaire Agents), regardless of the point of origin or delivery of the order. Gross Revenues shall be broadly construed and shall include all revenues (whether in the form of monies or other consideration), from sponsorship, advertising, roaming partner fees, wholesale partner fees, other payments (whether pursuant to agreements described in Section 9.2(d) or other contracts, including contracts to provide private wireless internet to other Airport tenants as described in Section 9.2(e)), and other indirect sources. Gross Revenues exclude: (a) Sales taxes separately stated and collected from customers; (b) Cash or credit refunds given to customers for unperformed services purchased at the Airport. (c) Receipts in the forms of refund from the value of merchandise, supplies or equipment returned to shippers, suppliers or manufacturers. (d) Sale or trade-in value of any equipment or fixtures approved for removal by the Executive Director and owned Concessionaire. (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. (f) Capital cost reimbursement received by Concessionaire from a service provider or carrier, provided that the Authority may review capital cost reimbursement proposals, and audit capital cost reimbursements. (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 System.
Initial Ancillary Installations	As specified in Section 10.3(b).
Initial Improvements	As specified in Section 10.3(a).

Leased Premises	Locations at the Airport where Concessionaire has a leasehold interest where the major components to support the System 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.
MAG (Minimum Annual Guarantee)	During the Concession Period, the minimum dollar amount of Base Rent for a Fiscal Year, as further described in Section 5.2(c).
Monthly Payment	As defined in Section 5.2(d).
Monthly Period	The period commencing on the first day of a calendar month and ending on the last day of that calendar month.
Monthly Rent Report	The monthly report due pursuant to Section 5.2(e).
Net Book Value of Eligible Improvements	As defined in Section 16.6.
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 and Ancillary Installations.
Performance Guarantee	As defined in Article 6.
Pre-Concession Period	As defined in Section 2.2.
Proposal	Concessionaire's February 14, 2025 proposal in response to the RFP, set forth in Exhibit H.
Removable Fixtures	Furniture, trade fixtures, or equipment installed in the Leased Premises by Concessionaire, or Ancillary Installations made by Concessionaire, but excluding those that have become such a part of the Leased Premises or the Ancillary Locations that they cannot be removed without causing substantial damage to the Leased Premises or the related Ancillary Locations.
Rent	Collectively, Base Rent and Additional Rent.
RFP (Request for Proposal)	Authority RFP No. ADM25-02.
RPT Design-Builder	Holder, Pankow, TEC - A Joint Venture, or a successor design-builder for the construction of the Airport Terminal as designated by the Authority.

RPT Opening Date	The first date on which the Airport Terminal is opened to the travelling public and serves commercial flights. As of the execution of this Agreement, the RPT Opening Date is anticipated to be October 13, 2026.
RPT Pre-open Test Period	The 60-day period before the RPT Opening Date.
RPT Program Manager	Jacobs Project Management Co., or a successor program manager for the construction of the Airport Terminal as designated by the Authority.
Subcontract	Contract between Concessionaire and a subcontractor for the subcontractor's undertaking of a portion of the design, installation, operation, or maintenance of the System.
Subcontractor	The counterparty to Concessionaire under a Subcontract.
Supplemental Payment	As defined in Section 5.2(e).
Sustainability Program	The Authority's program pertaining to environmental sustainability for operations at the Airport.
System	DAS and Wi-Fi System developed, installed, and operated by Concessionaire pursuant to this Agreement.
Testing Schedule	As defined in Section 10.2(e).
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. With respect to an Ancillary Location, effective date of the Notice to Proceed allowing Concessionaire to commence construction and installation of the related Ancillary Installation.
Upfront Payment	As defined in Section 5.1(c).
Wi-Fi Coverage Area	As specified in Exhibit C.
Wi-Fi System	Wireless networking technology system developed, installed, and operated by Concessionaire to serve the Wi-Fi Coverage Area.

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 tenth anniversary of the RPT Opening Date. The Authority shall have one five-year extension option. To exercise the extension option, the Authority shall give notice to Concessionaire at least six months before the then-scheduled Expiration Date. Authority Commission approval shall be required for exercise of the extension option.

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 construct the Leasehold Improvements, and to design and install the System, provided that such design and installation shall comply with this Agreement and the CTDCM.

3.2 Concession Period Rights. During the Concession Period:

(a) Concessionaire shall have exclusive rights to the Leased Premises for Concessionaire's operation and maintenance of the System, subject to Authority's right of access as provided in this Agreement.

(b) Concessionaire is granted a revocable license to use the Ancillary Locations for wiring, cables, antennas and other hardware to support the System.

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

3.3 Nonexclusive Rights. Nothing in this Agreement shall be construed to grant or authorize the granting of any exclusive right or privilege of any activity on the Airport; provided that, subject to the terms of this Agreement, Concessionaire shall have the exclusive right to use Leased Premises and the exclusive right to provide the DAS and Wi-Fi System in the Airport Terminal, including the exclusive right to licensed frequencies used by commercial wireless carriers within the Coverage Areas. The Authority reserves the right to enter into other agreements (including concession agreements) with third parties to deploy private networks not for use by the

general public or commercial wireless carriers, as well as the right to deploy technologies utilizing CBRS 3.5 GHz.

3.4 No Warranty by Authority.

(a) Concessionaire has conducted its own research and analysis to determine the feasibility of the System. 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 System 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 either: (i) the fitness or condition of the Leased Premises or any improvement or personal property in the Leased Premises whatsoever, or (ii) the fitness of the Ancillary Locations, in their as-is condition, for the Ancillary Installations. Concessionaire shall be responsible for determining the fitness and conditions of the Leased Premises and the Ancillary Locations for their respective use. Concessionaire shall not be entitled to any adjustment or other payments on account of the condition of the Leased Premises or the Ancillary Locations (except as expressly provided in Article 14), any improvements, any failure of any improvements to be in working order, any necessity of Concessionaire to repair or take corrective actions concerning the Leased Premises or Ancillary Locations, or because of the inability or delay of obtaining any required approvals from any public agency.

(c) The Authority makes no warranty that pattern of use of the Airport Terminal by air carriers or passengers will not change at any time. The Authority may refurbish or reconfigure the Airport Terminal or other Airport facilities, relocate air carriers, and construct new terminals and concourses to meet Airport needs. Concessionaire's obligations to pay 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; ANCILLARY LOCATIONS

4.1 Preliminary Identification of Leased Premises and Ancillary Locations. The parties acknowledge that, as of the execution of this Agreement, Exhibit A and Exhibit B identify, respectively, the conceptual locations of the Leased Premises and the Ancillary Locations, which are subject to changes during the development of the Construction Plan. To the extent appropriate,

Exhibit A and Exhibit B shall be updated in accordance with the completed and approved Construction 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.

4.3 Acceptance of Leased Premises.

(a) On the Turnover Date, the Authority shall deliver the shell space of the Leased Premises (including baseline utility connections) with lighting to Concessionaire for construction of Initial Improvements in accordance with the Construction 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 Ancillary Locations.

(a) The Ancillary Locations shall consist of the areas of the Airport described and delineated in Exhibit B. The location and size of the Ancillary Locations may change from time to time pursuant to the terms of this Agreement. As appropriate, Exhibit B shall be revised and updated to reflect such changes.

(b) Commencing on the Turnover Date, Concessionaire shall have a revocable license to use the Ancillary Locations for the Ancillary Installations, in accordance with the Construction Plan.

4.5 Authority Entry. Airport Representatives may enter upon the Leased Premises and the Ancillary Locations at any and all reasonable times without prior notice to Concessionaire (but with reasonable efforts to limit any interference with Concessionaire's operation) for the following purposes:

- (a) To determine compliance with this Agreement.
- (b) To gain access to the mechanical, electrical, utility and structural systems of the Airport for the maintenance and repair of such systems.
- (c) To perform maintenance and make repairs that Concessionaire is obligated, but fails to make, per Article 11.
- (d) To perform inspections, testing, reporting, surveys, environmental inspections, remediations, studies and assessments during hours of Airport operation.
- (e) To address public health or safety emergencies (as determined by the Authority).

ARTICLE 5

RENT

5.1 Obligation to Pay Rent; Pre-Concession Period Upfront Payment.

- (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.
- (c) During the Pre-Concession Period, Concessionaire shall pay the Authority \$75,000 ("Upfront Payment"), due no later than the first Turnover Date (*i.e.*, effective date of the first Notice to Proceed, allowing Concessionaire to commence construction at any Airport location).

5.2 Base Rent.

- (a) Base Rent Calculation. The amount of Base Rent for the First Partial Fiscal Year, each subsequent Fiscal Year, and the Final Partial Fiscal Year shall be determined according to the table below.

Period	Calculation
First Partial Fiscal Year	Gross Revenue Share
First Full Fiscal Year through Final Full Fiscal Year	Greater of: (i) Gross Revenue Share, or (ii) MAG
Final Partial Fiscal Year	Greater of: (i) Gross Revenue Share, or (ii) prorated MAG (i.e., MAG <u>divided by</u> 365 days (or 366 days, if applicable) <u>multiplied by</u> number of days in the Final Partial Year)

(b) Gross Revenue Share Calculation. With respect to any period of time, Gross Revenue Share shall equal Gross Revenues for such period multiplied by 50%.

(c) MAG Calculation. For each Fiscal Year, the MAG shall be determined according to the table below.

Period	Amount
First Partial Fiscal Year	Not applicable
First Full Fiscal Year	\$120,000
Subsequent Fiscal Years	105% of the Gross Revenue Share for the preceding Fiscal Year

(d) Required Monthly Payment.

(i) Concessionaire shall remit to the Authority a monthly payment ("Monthly Payment") as follows.

(ii) Except as provided below, no later than the first day of each month during the Concession Period, Concessionaire shall remit an amount equal to one-twelfth of MAG. This payment shall be applied to the Base Rent for such month.

(iii) If the Concession Period starts on any day other than the first of a month, Concessionaire shall remit on the first day of the Concession Period an amount equal to: (A) the MAG for the First Full Fiscal Year, divided by (B) 365 (i.e., the number of days in the year), and then multiplied by (C) the number of days of the first partial month of the Concession Period. This payment shall be applied to the Base Rent for the first partial month of the Concession Period.

(e) Supplemental Payment; Monthly Rent Report.

(i) Commencing the second full month of the Concession Period, Concessionaire shall submit to the Authority the Monthly Rent Report for the immediately preceding month (except that the first report shall also include the initial partial month of the Concession Period). The report shall be in the format required by the Authority. It shall show Gross Revenues from every source relating to the System and include a summary of all activities during the reporting period including a breakdown of advertising fees, usage or access fees, and any other fees collected. The report shall be due no later than 15 days after the close of the reporting period, regardless whether a Supplemental Payment is due for the reporting period.

(ii) If a Supplemental Payment is due based on the Monthly Rent Report, then Concessionaire shall remit the Supplemental Payment concurrently with the Monthly Rent Report.

(iii) The "Supplemental Payment" for any month is equal to: (i) the Gross Revenue Share for such any month, minus (ii) one-twelfth of the MAG. If the Gross Revenue Share is less than one-twelfth of the MAG, then no Supplemental Payment is due for such period.

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

(a) Carrier On-Boarding Payments. Concessionaire shall pay the Authority \$125,000 per carrier ("Carrier On-Boarding Payment") within five days of executing each carrier user agreement; provided that the Carrier On-Boarding Payments during the term of this Agreement, in aggregate, shall not exceed \$375,000.

(b) 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.

(c) Utility Charges. The Authority shall invoice Concessionaire for utilities usage based on the rates charged to the Authority by each applicable utility provider (and may include administrative charges as may be established by the Authority from time to time). Electricity shall be invoiced based on Concessionaire's metered usage. Concessionaire shall pay utility charges within 30 days of invoice from the Authority.

(d) Trash Removal, Refuse Collection, and Recycling Charges. Concessionaire shall pay an allocable share of the cost for trash removal, refuse collection, and recycling services based on the cost to the Authority, as allocated in any manner that the Authority deems reasonable. Trash removal and recycling charges shall be due within 30 days of invoice from the Authority.

(e) 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.

(f) 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 and the CTDCM.

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) or other 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 risks, 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 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 100% of the MAG. Such guarantee shall be in a form acceptable to the Authority and provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. The Performance Guarantee shall have attached a Power of Attorney as evidence of the authorization of the person executing the bond to bind the surety. The Performance Guarantee shall clearly and prominently display on the bond or letter or on an attachment: (1) the name, mailing address, physical address, and telephone number of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the California Department of Insurance and a statement that the address of the surety company to

which any notice of claim should be sent may be obtained from the California Department of Insurance by calling the toll-free telephone number. An executed Performance Guarantee shall be delivered to the Authority upon execution of this Agreement. If, at any time during the Concession Period, the MAG exceeds the amount of the Performance Guarantee then in place, Concessionaire shall be required to execute and deliver a replacement Performance Guarantee, no later than 30 days upon notification by the Authority, in an amount not less than 100% of the then current MAG.

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

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

6.3 Use.

(a) 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, the Ancillary Locations, 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. If the Authority applies any of the Performance Guarantee, then Concessionaire shall, upon demand, immediately replenish the Performance Guarantee to its full amount.

(b) Without limiting any other rights or remedies, if Concessionaire is late in paying any component of 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 the Authority using the technology and procedures designated by the Authority. The Authority shall not be obligated to furnish Concessionaire the equipment or systems necessary for such submittal. However, the Authority shall afford a reasonable time for Concessionaire to obtain the necessary technology or equipment and develop the necessary expertise to use the same. In the interim, Concessionaire may use an alternative Authority-approved method for such submittal.

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

7.2 Late Reports/Documentation. In the event Concessionaire is delinquent for 10 business days or more in furnishing any report or other documentation, the Authority may provide written notice of such delinquency. Concessionaire's failure to immediately submit the delinquent report or documentation shall be grounds for the Authority to assess liquidated damages per Article 12.

ARTICLE 8
RECORDKEEPING AND AUDITS

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

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

(b) The Authority may require Concessionaire to furnish copies of periodic tax returns covering the operations 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 Representative(s) 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 MAG for the period in question. 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 should disclose 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 legal rate) 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 should disclose 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/credit. If the audit is completed after the conclusion of this Agreement, and money is owed to Concessionaire, once all other payments owed to the Authority are satisfied, the remainder of the over-payment shall be paid to Concessionaire.

ARTICLE 9 PERMITTED USE; LIMITATIONS

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

9.2 Permitted Use.

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

(b) Concessionaire may use the Leased Premises and Ancillary Installations for the transmission and reception of communication signals and the installation, maintenance, operation, repair, replacement, and upgrade of its communication fixtures and related equipment, cables, accessories and improvements (which may include suitable support structures, associated antennas, I-beams, equipment shelters or cabinets, fencing, cooling, ventilation, unlimited power, and backup power) and any other items necessary to the successful and secure use of the System.

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

(i) Concessionaire shall obtain the Authority's written approval of the proposed Subcontractor and related scope of work, at least 45 days before execution of the Subcontract.

(ii) Concessionaire shall provide such other information about the proposed Subcontractor and Subcontract, as the Authority may reasonably request.

(iii) The Subcontract shall include indemnification language specified in Section 21.2.

(iv) Upon request, Concessionaire shall provide the Authority a copy of the proposed Subcontract and give Authority 20 days to comment. Upon receipt of the Authority's comments, changes to the proposed Subcontract shall be made to the Authority's satisfaction before execution.

(v) Concessionaire shall transmit a copy of the final Subcontract to the Authority within five days of execution.

(vi) Concessionaire shall notify the Authority of any proposed amendment to the Subcontract and give the Authority a reasonable opportunity to raise any objection before execution. Concessionaire shall transmit the executed amendment to the Authority within five days of execution.

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

(viii) All acts or omissions of a Subcontractor at or concerning the Airport shall be deemed to be those of Concessionaire. The Authority shall have the right to enforce any violation by a Subcontractor as if the violation was committed by Concessionaire, and accordingly exercise remedies against Concessionaire pursuant to this Agreement. In that regard, the Authority shall have no obligation to recognize any purported assignment of rights or delegation of obligations by Concessionaire to a Subcontractor.

(ix) The Subcontractor shall have no claim against the Authority, and the Authority shall have no liability to the Subcontractor, for any reason whatsoever for any loss, damage or harm arising from the Subcontract, or acts or omissions by the Authority pursuant to this Agreement.

(x) Concessionaire shall send to the Authority a copy of any notice of default under the Subcontract: (i) at the same time as it is given, if the notice is from Concessionaire to the Subcontractor; and (ii) within three days of receipt, if the notice is from the Subcontractor to Concessionaire.

(xi) Concessionaire shall notify the Authority at least 10 days before the expiration or termination of the Subcontract; provided that if a termination is caused by any event

or circumstances that triggers a termination sooner than 10 days, then Concessionaire shall notify the Authority within one day of issuance of the termination notice.

(d) Subject to the requirements set forth below, Concessionaire shall have the right to enter into contracts with qualified companies that: (i) provide wireless, cellular, internet, or other services to participate on the System (including cellular carriers as described in the RFP and the Proposal), or (ii) allow partner roaming, offloading and use of Passpoint or similar technology at the Airport.

(i) Concessionaire shall be responsible for ensuring that the contract complies with this Agreement.

(ii) Concessionaire shall obtain the Authority's written approval of the proposed counterparty, at least 45 days before contract execution.

(iii) Before the execution of and throughout the term of the contract, upon the Authority's request, Concessionaire shall coordinate meetings and otherwise facilitate discussions among the Authority, the counterparty, and Concessionaire.

(iv) Concessionaire shall provide (or cause to be provided) such other information about the proposed contract and the proposed counterparty as the Authority may reasonably request.

(v) Concessionaire shall provide the Authority a copy of the proposed contract (and after contract execution, any proposed amendment) and give the Authority 20 days to comment. Upon receipt of the Authority's comments, changes to the proposed contract shall be made to the Authority's satisfaction before execution.

(vi) Concessionaire shall send to the Authority a copy of any notice of default under the contract: (i) at the same time as it is given, if the notice is from Concessionaire to the counterparty, and (ii) within three days of receipt, if the notice is from the counterparty to Concessionaire.

(vii) Concessionaire shall notify the Authority at least 30 days before the expiration or termination of the contract; provided that if a termination is caused by any event or circumstances that triggers a termination sooner than 30 days, then Concessionaire shall notify the Authority within one day of issuance of the termination notice.

(viii) If the termination of such contract would cause a disruption of the services to the Authority, Airport tenants or passengers, Concessionaire shall diligently pursue a replacement contract to minimize the length of time and the extent of the disruption. This does not relieve Concessionaire from delivering performance to the standards required under this Agreement.

(ix) If applicable pursuant to Section 5.3(a), Concessionaire shall pay the Carrier On-Boarding Payment to the Authority within five days of execution of the carrier user agreement.

(e) Subject to the requirements set forth below, Concessionaire may enter into private wireless internet service contracts with other Airport tenants.

(i) Concessionaire shall be responsible for ensuring that the contract complies, and does not conflict, with this Agreement.

(ii) The Authority shall be informed at least five days before the contract execution.

(iii) Concessionaire shall provide the Authority a copy of the contract (and any subsequent amendment) within five days of execution.

(f) Concessionaire shall be permitted to sell advertising or secure sponsorship that will appear as part of the user's Wi-Fi System use, subject to the following:

(i) All advertising shall comply with the provisions of Exhibit G. Throughout this Agreement, the term "advertisement" shall include sponsorship messages.

(ii) The Authority may bring in other advertising and emerging media for the areas allocated to the Authority on the pages within the Walled Garden.

(iii) Concessionaire acknowledges that the Authority may enter into one or more concession agreements for advertising at the Airport Terminal or other areas of the Airport. At the Authority's request, Concessionaire shall engage in discussions and cooperate in good faith with the Authority and other stakeholders regarding the development and implementation of a coordinated advertising program for the Airport.

(g) Subject to Section 11.8, 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, Ancillary Locations 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 (including any display case, exhibit, diorama, courtesy direct-line, or brochure), 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, Ancillary Locations 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 System, 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, Ancillary Locations and other areas of the Airport. Concessionaire shall work cooperatively and in good faith with the Authority and other concessionaires and contractors in development, improvement and maintenance activities to minimize any disruptions. If requested by the Authority, Concessionaire shall cooperate with and assist the Authority in the development and implementation of any plans, designs, ingress/egress, or transition that may arise in connection with such Airport development, improvement, and maintenance activities. The Authority may temporarily or permanently change any method of ingress or egress on the Airport, so long as the means of ingress and egress are reasonably equivalent to current access available to Concessionaire.

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

ARTICLE 10

SYSTEM DESIGN AND INITIAL INSTALLATION

10.1 General. Concessionaire shall complete the design and installation of the System, and construction of the Leasehold Improvements, 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; Construction Plan.

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

(b) Concessionaire shall deliver 100% of the system designs (incorporating modifications as requested by Authority Representatives) for the Authority's approval no later than July 23, 2025.

(c) Concessionaire shall develop the Construction Plan in accordance with the requirements of, and subject to approval as provided under, the CTDCM. The Construction Plan shall specify the contemplated improvements at the Leased Premises and all Ancillary Installations, and shall include such other information required by the Authority Representatives.

(d) Concessionaire shall disclose the materials to be used to construct the System components, as well as the Leasehold Improvements, as part of the system designs and the Construction Plan. The materials shall be of first-class quality, safe, fire-resistant and consistent with the aesthetic and architecture of the Airport.

(e) Concurrently with the development of the Construction Plan, Concessionaire shall provide the Authority a schedule ("Testing Schedule") for inspections and testing of: (i) the discrete components (each, a "Discrete Component") of the System; and (ii) the whole System. The Testing Schedule may be adjusted, upon agreement by the parties, during the construction and installation process, provided that the final testing shall be done during (or before) the RPT Pre-open Test Period.

(f) 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

Construction 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 Construction Plan.

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

(c) In addition to the foregoing, Concessionaire shall diligently proceed to complete all other components of the System, to enable completion of testing during the RPT Pre-open Test Period.

(d) The Initial Improvements, the Ancillary Installations, and all other components of the System shall conform to the approved system design and the Construction Plan, and Concessionaire shall obtain the Authority's prior approval for deviations.

(e) The Initial Improvement and Ancillary Installations shall also be subject to the applicable provisions of Article 19.

(f) Concessionaire shall, at its sole expense, promptly repair any damage to the Leased Premises or an Ancillary Location 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.

(g) Before the issuance of the first Notice to Proceed, Concessionaire shall submit a construction deposit, in the form of a cashier's check, in an amount required by the Authority. The Authority shall determine the amount of construction deposit required based on the estimated construction cost relating to the Initial Improvements and Ancillary Installations, up to a maximum deposit amount of \$50,000. The construction deposit will be used to compensate the Authority for damages incurred during construction and installation caused by Concessionaire or any Concessionaire Agent through its acts or omissions to act (to the extent such damage was not repaired at Concessionaire's expense pursuant to subsection (f)), as well as ensure Concessionaire's compliance with the Authority's project closeout requirements. Upon receipt of the required closeout documentation for the construction of the Initial Improvements and Ancillary Installations, as outlined in the CTDCM and as determined by the RPT Design-Builder, the remaining portion of the construction deposit will be refunded to Concessionaire. This construction deposit is in addition to, and not in lieu of, payment bond and performance bond requirements.

10.4 System Testing and Inspections

(a) Within five days of the completion of a Discrete Component, Concessionaire shall notify the Authority of such completion, and Concessionaire shall either confirm that testing can proceed according to the then-current Testing Schedule or shall propose a new testing date.

(b) In connection with the completion and testing of each Discrete Component, Concessionaire shall provide the Authority: (i) the schematics and specifications of the Discrete Component, in the form requested by the Authority, and (ii) accurate and complete disclosure about the test results. Concessionaire shall diligently proceed with any modification requested by the Authority based on such testing and inspection and shall schedule the additional date(s) for the testing and inspection of the completed modifications.

(c) Upon the Authority's notice of approval of the completed Discrete Component (including modifications), Concessionaire shall submit to the Authority final "as-installed" schematics and specifications, in the form required by the Authority, within 45 days. Record drawings shall be dated by the engineer or architect of record.

(d) The Testing Schedule shall include a date for the testing of the System, as a whole, to be completed during the RPT Pre-open Test Period. Concessionaire shall provide the Authority accurate and complete disclosure about the test results. Concessionaire shall diligently proceed with any modification requested by the Authority based on such testing and inspection and shall schedule the date(s) for additional testing and inspection after completion of the modifications. Concessionaire shall submit to the Authority final "as-installed" schematics and specifications of any and all components of the System previously not submitted, in the form required by the Authority, as soon as practical after the final testing (but in any event before the RPT Opening Date).

(e) In addition to activities on the Testing Schedule, Concessionaire may conduct surveys, tests, and inspections as Concessionaire considers reasonably necessary or desirable in connection with establishing the System, at Concessionaire's sole expense. Concessionaire shall obtain the Authority's approval and coordinate with the RPT Design-Builder prior to conducting any such survey, test, or inspection of any area of the Airport.

(f) None of the foregoing is intended to impede, or shall be construed as impeding, the Authority's right to conduct surveys and inspections at, or otherwise enter, the Leased Premises or Ancillary Locations during the Pre-Concession Period for safety or other reasons the Authority deems necessary for the completion, and preparation for the opening, of the Airport Terminal.

10.5 Coordination for Access. Concessionaire shall coordinate with the RPT Design Builder on a timely basis regarding access through Airport facilities to accomplish the construction, installation or testing contemplated in this Article.

10.6 Operational by RPT Opening Date. The System shall be fully installed and operational by RPT Opening Date. In the event that is not accomplished (and except in the case

where the Authority has previously agreed to a delay with respect to a Discrete Component that does not impede the functionality of any significant portion of the System):

(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 System at levels meeting or exceeding the requirements set forth in Exhibits D through H, respectively, and other provisions of this Agreement, at Concessionaire's sole expense. Concessionaire shall also comply with the requirements of Exhibit A of the RFP regarding the operation and maintenance of the DAS and the requirements of Exhibit B of the RFP regarding the operation and maintenance of the Wi-Fi System.

11.2 Compliance with Law. Concessionaire shall design the System, 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 System.

11.4 DAS.

(a) Concessionaire shall operate the DAS on a Continuous Basis, including monitoring and prompt maintenance and repair services. Concessionaire shall provide toll-free-numbers for the carriers' and the Authority's use to support such services.

(b) Concessionaire shall manage and administer carrier agreements and access agreements, using fair and reasonable business terms, to accommodate the end-users.

11.5 Wi-Fi Services.

(a) The Wi-Fi System shall provide internet access to persons within the Wi-Fi Coverage Area who have the ability to access the service via their own computer, cell phone, tablets, or other compatible portable devices as follows:

(i) Complimentary Wi-Fi service shall be available to all users at the Coverage Area on a Continuous Basis, with a minimum bandwidth of 100 Mbps for upload and download (which may be modified with the Executive Director's approval, and shall be modified at the Authority's reasonable request).

(ii) In addition to the complimentary Wi-Fi service, Concessionaire may provide pay-for-use Wi-Fi service, with minimum bandwidths and at fee levels approved by the Executive Director. Subject to the Executive Director's approval, one of the fee levels may allow for no advertising after Concessionaire's Wi-Fi access page. Concessionaire may allow users to access the pay-for-use levels through roaming partner agreements or wholesale partner agreements if Concessionaire will receive compensation for the access under such agreements, with no direct charge to the users.

(iii) In all cases, the Wi-Fi service and internet access shall comply with the provisions of Exhibits F and G.

(b) Concessionaire shall continuously monitor connectivity and speed of the Wi-Fi System. At the Authority's request, Concessionaire shall promptly submit reports of such connectivity and speed for any particular interval of time.

(c) Concessionaire shall provide live support services for the Wi-Fi System on a Continuous Basis, including a toll-free number, to help resolve user access issues.

11.6 Standard of Service. All services related to the System 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.

11.7 Staffing.

(a) Concessionaire shall have available qualified and properly trained maintenance personnel in adequate numbers to provide routine maintenance of the System and to respond to any emergency outages. 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 on a Continuous Basis to address technical questions and issues.

(b) Concessionaire shall, at its own expense, conduct a background check on each of the Concessionaire Agents assigned to the System 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 System, with authorization to make representations and take ordinary actions with respect to such operations (including control of on-site personnel) 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 generally be available to be contacted by the Authority during regular business hours (between 8:00 AM to 5:00 PM PST). A qualified, competent, and experienced subordinate shall be in charge and available at all times during the manager's absence. Subject to Section 9.2(c), Concessionaire may enter into a Subcontract to retain a third-party to serve as the manager described in this subsection. Concessionaire shall provide the Authority the name and relevant contact information before any

manager assumes the post, and shall furnish advance notification to the Authority regarding any changes.

(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.

11.8 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.

11.9 Modifications. Concessionaire shall obtain prior Authority approval before making any modification to the System after initial installation. 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 System; (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.

11.10 Upgrades to Prevailing Standards. Concessionaire shall review the specifications and performance of the System at least once every year and make proposals regarding modifications to ensure that the System continue to operate according to prevailing technical standards.

11.11 Procedures and Manuals. Concessionaire shall develop an Operating and Procedures Manual before the start of operations of the System to address relevant quality assurance, safety, security, system testing and maintenance issues at the initiation of the project and periodically during the Concession Period. The Authority shall have at least 45 days to review and accept such procedures.

11.12 Authority Staff Training. At the Authority's option, designated Authority staff and other Airport Representatives shall be briefed on the components and operation of the System at least once before RPT Opening and from time to time during the Concession Period. The briefing

session is intended to acquaint Airport personnel with the features and performance of the System, and does not relieve Concessionaire of the full responsibility for the on-going use, operation, care and maintenance of the System, including all customer service issues.

11.13 Quarterly System Reports. Concessionaire shall submit a quarterly report for the System, showing the maintenance logs, performance issues or system failures, usage and capacity summaries, and such other information as requested by the Authority. Each report shall be in the form acceptable to the Authority. The due dates and the related reporting period each year are as follows:

Report Due Date	Time Period Covered by the Report
January 15	From October 1 through December 31 immediately preceding the due date
April 15	From January 1 through March 31 immediately preceding the due date
July 15	From April 1 through June 30 immediately preceding the due date
October 15	From July 1 through September 30 immediately preceding the due date

11.14 Planning Meetings. Concessionaire shall meet with Airport Representatives no less than once every six months either in person or by teleconference for the purpose of planning and sharing information. This may include discussions about system performance, emerging technologies, prospective upgrades and other relevant matters. Concessionaire shall provide plans for service enhancements and their anticipated schedule for implementation.

11.15 Maintenance, Repair, and Restoration.

(a) Concessionaire shall:

(i) Provide on-site repair and maintenance of each hardware component of the System at the Airport, and use best efforts to resolve such repair and maintenance issues as soon as practicable after Concessionaire becomes aware from any source that an outage condition or problem is caused by or related to the hardware. In any event, upon receipt of a request by the Authority to address a problem with any part of the System, Concessionaire shall respond within one hour and shall resolve the problem within eight hours.

(ii) Maintain, repair, and perform all ordinary preventative maintenance and upkeep relating to the System.

(iii) Review and analyze the interference, coverage, and Authority implications of all applications for wireless systems on Airport premises, and make recommendations to the Authority to accept, reject, or modify such radio frequency applications to avoid interference with the System.

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

(v) Immediately inform the Authority upcoming becoming aware of any outage or malfunction of a System component that can be reasonably anticipated to create a hazard to Airport users or damage to Airport property.

(vi) Conduct all appropriate engineering, environmental, structural, and other studies for each proposed wireless, cellular, and/or internet service provider or carrier that intends to utilize the System and provide Authority a copy of such report.

(vii) Maintain, repair, and perform preventative maintenance of cooling, ventilation, air conditioning equipment and filters installed or otherwise procured by Concessionaire at the Leased Premises and each Ancillary Location.

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

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

(x) Provide, in a timely manner, for the adequate sanitary handling and removal of all trash, garbage and other refuse caused as a result of Concessionaire's operations.

(b) Concessionaire shall be responsible for maintenance of the following parts of the Leased Premises: (i) ceilings, floors, interior walls, non-structural components of exterior windows, doors (including locks), plate glass, skylights, backflow devices and equipment entrances, and vestibules; and (ii) trade fixtures, system equipment, furniture and other personal property. All maintenance, repairs, finishing, and replacements shall be of quality at least equal to the original in materials and workmanship.

(c) Concessionaire shall not:

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

(ii) Commit or permit waste or a nuisance upon the Leased Premises or the Ancillary Installations.

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

(iv) Place a load on any floor area of the Leased Premises or the Ancillary Locations 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) Use the Leased Premises for lodging or sleeping purposes or to perform personal hygiene activities.

(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 or any Ancillary Installations, 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 of Concessionaire's cleaning and maintenance program.

(e) Concessionaire shall be solely responsible for the cost of any repair or maintenance to the Leased Premises and the Ancillary Installations 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 11.24 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

11.16 Utilities.

(a) Concessionaire shall install or otherwise procure any and all required utilities on or in the Leased Premises and at the Ancillary Locations that will support the System, any operations or services incidental to the System, or otherwise required by this Agreement. Concessionaire shall include installation of meters in its plans for installation of the System and shall pay all costs for the supporting utilities used during design, installation, or operation of the System whether invoiced by the Authority or directly by the utility provider. Metering of power may be achieved through local branch circuit meters, smart power distribution units, or other means as submitted by Concessionaire. All equipment installed under this Agreement shall have sub-metering provided by Concessionaire.

(b) Supporting utilities may include telephone and communication services, electric, and any similar services, including all connection and metering charges, as billed directly to Concessionaire by utility companies furnishing such services or as billed by the Authority.

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

(d) If Concessionaire requires utilities beyond those then currently provided or that are available to be extended to the boundary of the Leased Premises or an Ancillary Location, Concessionaire shall pay the full cost and expense associated with the required upgrade/extension/installation of such utilities, and shall comply with all provisions for maintaining such utilities.

(e) The Authority reserves the right to upgrade, extend, install, maintain, and repair all utilities and services on or across the Leased Premises or Ancillary Locations, 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.

11.17 Radio Frequency Interference.

(a) Concessionaire shall provide the Authority with the necessary professional services related to its obligation to manage the interaction of the System with or effect upon the radio frequency environment on Airport facilities. Concessionaire shall:

(i) Recommend technical standards for the installation of the radio frequency systems on Airport facilities, which may interact with or affect the operation of the System.

(ii) Create and maintain a database of all system frequencies which are supported and have been requested on the System within the boundaries of the Airport facilities.

(iii) Review all applications submitted to the Authority for new, or substantial modification to existing, operational and commercial radio frequency systems, which may interact with or affect the operation of the System.

(iv) Provide interference studies for all radio frequency applications, which may interact with or affect the operation of the System and make technical recommendations to the Authority.

(v) Make technical recommendations for the resolution of radio frequency interference problems caused by or affecting the System.

(vi) Attend meetings with the Authority, consisting of routine and emergency meetings concerning radio frequency issues and planning, as requested by the Authority.

(b) The Authority shall not knowingly grant a license or any other right to any third party for the use of the Airport facilities, if such use creates radio frequency interference with the System. The Authority shall not knowingly use, nor shall the Authority permit its tenants to use any portion of the Airport facilities which in any way interferes with the System operations in FCC licensed frequencies allocated for cellular communications.

11.18 Health and Safety Standards.

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

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

11.19 Smoking Restrictions. Concessionaire 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.

11.20 Lighting. Pursuant to Section 4.3, the Leased Premises delivered to Concessionaire on the Turnover Date shall include basic lighting installations. Thereafter, Concessionaire, at its sole expense, shall maintain all lighting fixtures and wiring for general illumination of the Leased Premises, including the bulbs and ballast. Concessionaire shall ensure that activities within the Leased Premises do not damage or harm the central electricity infrastructure at the Airport. Concessionaire shall coordinate and comply with the cleaning and routine maintenance requirements of the Authority.

11.21 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 or any Ancillary Location arising out of, or resulting from or relating to the performance of any maintenance or the making of any repairs.

11.22 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 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 the Authority any proportional costs of emergency repairs for which Concessionaire may have contributed to the cause of the incident.

11.23 Remediation for System Deficiencies.

(a) If the Authority notifies Concessionaire that a component of the System is operating below the required standards or otherwise not in compliance with this Agreement, Concessionaire shall within 30 days of such notice institute a remediation plan to correct performance. The remediation plan may, as appropriate, include the development of a modification of the System pursuant to Section 11.9. Concessionaire shall diligently proceed with the implementation, upon the Authority's approval of the remediation plan. Failure by Concessionaire to complete actions required by the approved remediation plan within 60 days of the Authority's approval (unless the Authority has agreed to a longer period) shall constitute default under this Agreement.

(b) Concessionaire shall submit to any Authority audit, inspection, and review and, at the Authority's request, shall make available all documents relating or pertaining to this Agreement maintained by or under the control of Concessionaire, its employees, agents, assigns, successors and subcontractors, during normal business hours at Concessionaire's office or place of business in California (or, the manager's office, if a Subcontractor serves as the manager under Section 11.7(c)). Section 8.3 shall be applicable for the production of such documents; provided that, at the Authority's discretion, Concessionaire may submit all or a portion of the documents electronically through an Authority-designated means.

11.24 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 60 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 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 CONFORMANCE 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 15 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, System outage (for one hour 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 be required to allow a cure period before assessing liquidated damages.

12.3 Liquidated Damages Amounts.

(a) The Authority may assess \$600 each day ("Activation Delay Damages") that Concessionaire fails to have System 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 MAG for such Fiscal Year.

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 System services as contemplated under this Agreement and the interruption lasts longer than one hour (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) Destruction of or damage to any Airport property caused by Concessionaire or Concessionaire Agents.
- (i) Failure to provide timely notice in connection with an indemnification event pursuant to Article 21.
- (j) 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 in the Leased Premises or the Ancillary Locations, except as expressly permitted by this Agreement.

(d) Concessionaire is found to have made a material misrepresentation in this Agreement or in the Proposal, including a misrepresentation concerning Concessionaire’s financial stability or experience in operating a concession of the type authorized by this Agreement.

(e) Concessionaire’s misuse of any Airport facilities in a manner that, in the Executive Director’s opinion, materially has affected the Airport operation or safety.

(f) [RESERVED.].

(g) A government entity terminates, revokes, or suspends any certificate, license, or permit held by Concessionaire without which Concessionaire is not lawfully empowered to conduct its business in the Leased Premises, and such certificate, license, or permit is not reinstated, or a new one received, within five business days.

(h) 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).

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

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

(k) 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 and revoke Concessionaire's license to use the Display Locations, 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 peacefully remove properties from the Leased Premises and the Display Locations 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), brokerage commissions and fees, costs of putting the Leased Premises and the Ancillary Locations in good order, condition and repair, including necessary renovation and alteration, reasonable attorneys' fees, court costs, all costs for maintaining the Leased Premises and Ancillary Locations, all costs incurred in the appointment of and performance by a receiver to protect the Leased Premises, the Ancillary Locations, 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 annual Base Rent shall be assumed to be the greater of: (i) the then current MAG, or (ii) the average Base Rent for the immediately preceding two full Fiscal Years, and the "worth at the time of termination" shall be computed by discounting such amount at one percentage point above the discount rate of the Federal Reserve Bank of San Francisco at the time of termination.

13.3 Waiver by Concessionaire.

(a) In the event of the lawful exercise by the Authority of any one or more of its rights and remedies, Concessionaire waives any and all rights of redemption or relief from forfeiture under Code of Civil Procedure Section 1174 or 1179, or under any other laws, 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 any re-entering and taking possession of the Leased Premises or the revocation of the license to use the Ancillary Locations 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 and recover an amount up to the Net Book Value of Eligible Improvements less any Rent then accrued and due, with no further obligation or liability by any either party.

ARTICLE 14

DAMAGE AND DESTRUCTION

14.1 Destruction Covered by Insurance. In the event of total or partial destruction, injury, damage or loss of the Leased Premises or the Ancillary Installations, and such casualty is covered under a policy of insurance required under this Agreement to be carried by Concessionaire:

(a) This Agreement shall not terminate, and Concessionaire shall commence and complete, as soon as is reasonably possible, at its sole expense the repair or restoration of the

Leased Premises or, as applicable, the Ancillary Installations, to substantially the same or better condition as they were in immediately before the destruction, injury, damage or loss.

(b) Concessionaire shall continue to pay, 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 or the Ancillary Installations 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 or, as applicable, the Ancillary Installations 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 or, as applicable, Ancillary Installations 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 or the Ancillary Installations are damaged or destroyed, whether by insured or uninsured casualty, and the repair or restoration of the damage or destruction cannot be repaired or restored, such that it can be reasonably anticipated that the System 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 or Ancillary Location(s), as applicable, to substantially the same or better condition as they were in immediately before the destruction, injury, damage or loss. During the repair period, Concessionaire shall continue to pay, except as otherwise provided in this

Article, Base 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 to such an extent that the cost of replacing the destroyed hardware of the System exceeds 50% of the estimated cost of the estimated total replacement cost of all of the hardware of the System 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 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 or an Ancillary Installation, Concessionaire shall prepare at its sole expense, and submit to the Authority for review and approval, drawings, plans and specifications in accordance with the applicable laws.

14.6 Other Requirements. All other provisions of this Agreement that apply to Concessionaire's construction and installation of Leasehold Improvements and Ancillary Installations 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 or Ancillary Installations:

(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 System up to the standards required under this Agreement, the Authority may repair or restore the damage or give Concessionaire notice of the Authority's intention to terminate this Agreement.

(c) If the Authority elects to repair or restore the damage and not terminate this Agreement, and the damage was not caused by Concessionaire or a Concessionaire Agent, the MAG for the period from date of damage to the completion of repair or restoration ("abatement period") shall be abated in proportion to the financial impairment to Concessionaire's business suffered by Concessionaire during the abatement period. The extent of Concessionaire's financial impairment and the amount of the Rent to be paid by Concessionaire during the abatement period shall be reasonably determined by the Executive Director. During the abatement period, Concessionaire shall perform all other financial or non-monetary obligations that Concessionaire is required to perform (except for those obligations that are not feasible to be performed during any period of repair or restoration caused by 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 System 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 System to continue to operate at the level required under this Agreement without significant interruption.

15.4 Award. Awards and other payments on account of a taking of any portion of the 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

RELOCATION OF ANCILLARY INSTALLATIONS OR LEASED PREMISES; TERMINATION FOR CONVENIENCE

16.1 Relocation of Ancillary Installations. At any time the Authority determines that an Ancillary Installation shall be removed or relocated, Concessionaire shall take such steps as are necessary to (a) remove or relocate the item, and (b) restore the Ancillary Location to its condition prior to the installation of such items, with normal wear and tear and casualty loss excepted. The cost of removal and relocation (and restoration of the location) shall be borne by Concessionaire. The removal and relocation shall be accomplished by Concessionaire within 90 days from receipt of the Authority's notice; provided that if the Authority states in the notice that the removal or relocation is for public health and safety reasons or otherwise required by law, then Concessionaire shall complete and remove the item within the time specified in the notice.

16.2 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 System, 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 System 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. In such case, the Authority shall pay Concessionaire an amount equal to the Net Book Value of Eligible Improvements, due on no later than 90 days after the termination date.

(b) 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. In such case, the Authority shall pay Concessionaire an amount equal to the Net Book Value of Eligible Improvements.

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

16.5 Concessionaire Election to Terminate. Concessionaire may terminate this Agreement for convenience if all of the following conditions have been satisfied:

(a) Concessionaire is not in default in its payment or other obligations to the Authority.

(b) The termination shall be at least 120 days from the date on which the Authority receives Concessionaire's written notice.

(c) Concessionaire shall have remitted all unpaid amounts (including late charges and interest) payable by Concessionaire under this Agreement which have accrued to the date of termination.

(d) Concessionaire shall either:

(1) Pay the Authority an amount equal the worth at the time of termination of the Base Rent which would have accrued under this Agreement from the date of termination until the Expiration Date (for this purpose, the annual Base Rent shall be assumed to be the greater of: (i) the then current MAG, or (ii) the average Base Rent for the immediately preceding two full Fiscal Years, and the “worth at the time” shall be computed by discounting such amount at one percentage point above the discount rate of the Federal Reserve Bank of San Francisco at the time of termination); or

(2) Continue to perform under this Agreement in all respects (including the payment of Rent) until such time as the Authority has entered into a new agreement (or agreements) that would completely and functionally replace the services provided by the System.

16.6 Net Book Value of Eligible Improvements. “Net Book Value of Eligible Improvements” shall mean the dollar amount generated through application of the following.

(a) Eligible Improvements. “Eligible Improvements” shall mean and refer to any permanently affixed alterations or improvements made to the Leased Premises or the Ancillary Locations and to cabinetry and display fixtures that were custom designed by Concessionaire for the Leased Premises and have no practical use or value outside the Leased Premises: (i) for which the Authority’s approval has been sought and obtained in writing; (ii) for which any and all information required for a Capital Investment Report or any Authority approval has been timely submitted, and (c) consistently appearing on any Net Book Value of Eligible Improvements report requested by the Authority pursuant to this Agreement; and (iii) then currently in use and in such condition as would warrant its continued use. Eligible Improvements shall exclude the Removable Fixtures (other than custom designed cabinetry and display fixtures set forth above) and any inventory maintained by Concessionaire.

(b) Cost of Eligible Improvements. The “Costs of Eligible Improvements” shall mean the direct costs expended by Concessionaire for any Eligible Improvements, including the cost for the demolition of any existing improvements necessary for the installation of such Eligible Improvements. The Costs of Eligible Improvements shall not include any of the Excluded Costs. The Costs of Eligible Improvements shall be determined from Capital Investment Reports timely submitted by Concessionaire or any Authority consent, which information is subject to verification by the Authority. “Excluded Costs” shall mean the following: (i) financing costs; (ii) interest; (iii) inventory; (iv) office equipment and furnishings; (v) start-up costs; and (vi) intra-Concessionaire charges related to construction or installation.

(c) Calculation of Net Book Value of Eligible Improvements. For each Eligible Improvement, the Cost of that Eligible Improvement shall be amortized over the useful economic life of such Eligible Improvement, where such useful economic life shall in no instance exceed the period of time commencing on the date such Eligible Improvement is installed and terminating on

the expiration of this Agreement, or any lesser period that may be specified in a consent or other writing approved by the Authority, on a straight-line basis with no salvage value. The "Net Book Value of Eligible Improvements" shall be the sum of the unamortized portion (as of the effective date of the applicable termination) of the Cost of Eligible Improvements for each Eligible Improvement directly affected by such deletion or termination. As used in this Section, "useful economic life" shall specifically be determined with respect to the initial investment in the Eligible Improvement, Concessionaire's repair and maintenance of the Eligible Improvement, and Concessionaire's custom and usage for assets similar to the Eligible Improvements, both at the Airport and elsewhere.

ARTICLE 17

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 and the Ancillary Locations 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 and certain Ancillary Installations.

(b) Concessionaire shall not abandon any of its property on the Leased Premises or the Ancillary Locations. Property not removed by Concessionaire as of the Expiration Date (or any earlier termination) shall, at the option of the Authority, become a part of the land on which it is located and title shall vest in the Authority.

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

17.2 Holdover after End of Concession Period.

(a) Any holding over after the end of the Concession Period shall not constitute a renewal or an extension or give Concessionaire any rights in or to the Leased Premises or the Ancillary Locations. 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, all 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. Unless otherwise modified by the Authority in writing, the MAG shall continue to adjust annually.

(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 and Other Ancillary Installations; 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) Ancillary Installations that cannot be removed without causing substantial damage to the related Ancillary Location shall be part of the Airport and title thereof shall pass to the Authority immediately following installation, free and clear of all liens and encumbrances without payment of any consideration therefor. Concessionaire shall not remove or demolish any such Ancillary Installations 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.

(c) 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 or, as applicable, Ancillary Location 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.

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

ARTICLE 18

CAPITAL INVESTMENT REPORT

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

18.2 Report Requirements. Each Capital Investment Report shall be a report certified by Concessionaire's chief financial officer, subject to verification, audit and approval by the Authority and containing the following details:

(a) Each Capital Investment Report shall specify the total cost of installing the subject Leasehold Improvements or Ancillary Installation, including the associated architectural, engineering, construction management, and interior design fees of independent consultants and permitting costs in such detail as reasonably necessary to ascertain the costs of all Leasehold Improvements and Ancillary Installations, furniture, fixtures and equipment constructed or installed by Concessionaire in the Leased Premises and Ancillary Locations.

(b) Concessionaire shall identify which, among such Leasehold Improvements and Ancillary Installations are Eligible Improvements in accordance with Section 16.6 and also provide the related Cost of Eligible Improvements.

(c) The Certified Capital Investment Report shall also include a depreciation schedule for such Leasehold Improvements and Ancillary Installations, calculated in accordance with Section 16.6(c) (relating to Net Book Value of Eligible Improvements). Other than the report

for the Initial Improvements, each Certified Capital Investment Report shall include updates to the depreciation schedules included in previously submitted Certified Capital Investment Reports.

(d) Concessionaire may also include in each Capital Investment Report dollar amounts spent for capital investments in the components of the System that have not been captured by the line items related to the Leasehold Improvements and Ancillary Installations.

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

ARTICLE 19

REQUIREMENTS FOR ALL LEASEHOLD IMPROVEMENTS, ANCILLARY INSTALLATIONS 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 or Ancillary Installations, without obtaining the Authority’s approval (which consent may be granted or withheld in the Authority’s sole and absolute discretion). “New Leasehold Improvements” refer to any Leasehold Improvements created after completion of the Initial Improvements. “New Ancillary Installations” refer to any Ancillary Installations created after completion of the Initial Ancillary Installations.

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, New Ancillary Installation, 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 Improvements, New Ancillary Installation, 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.

(d) Concessionaire shall also comply with standards, procedures, guidelines and any other requirements of the CTDCM; provided that if there is any express conflict between the CTDCM and the provisions of this Agreement, the provisions of this Agreement shall apply.

19.3 Conditions of Approval. The Authority may impose as a condition of its approval of any New Leasehold Improvements, New Ancillary Installation, 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, New Ancillary Installation, 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, New Ancillary Installation, 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, new Ancillary Installation, or Alteration, including construction, alteration, refurbishment, or repair of the Leased Premises or Ancillary Location. The required payment bond shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies and equipment used directly or indirectly by engaged contractor or subcontractor(s) and suppliers. The performance bond shall guarantee the full construction of the new Leasehold Improvement, new Ancillary Installation or Alteration.

19.6 Performance of Leasehold Improvement, Ancillary Installation or Alteration. All work done in connection with any Leasehold Improvement, Ancillary Installation, 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, Ancillary Installation, 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, Ancillary Location, or any other areas of the Airport in connection with the construction, installation, or making of the Leasehold Improvement, Ancillary Installation, or Alteration, which claims are or may be secured by any stop notice rights or by any lien against the Leased Premises, Ancillary Location, or other areas of the Airport. Concessionaire shall have the right to contest the validity, applicability or amount of any such claims so long as Concessionaire establishes an adequate reserve for the disputed amount. If the claimant asserts any stop notice rights or lien against the Authority, the Leased Premises, the Leasehold Improvements, Ancillary Location, Ancillary Installations, or other areas of the Airport, Concessionaire, at Concessionaire's expense, within 10 days after any such stop notice or lien is asserted, shall provide and record a statutory bond sufficient to release any such stop notice or lien. Concessionaire shall deliver to the Authority written notice of its intent to commence such construction or installation at least 15 days prior to commencement, and the Authority shall have the right to post such notices of non-responsibility as are provided for in the mechanics' lien laws of California.

19.9 Concessionaire Agent for Construction Work.

(a) For the construction of the Initial Improvements, Initial Ancillary Installation, and each subsequent Alteration, Concessionaire shall designate one or more Concessionaire Agents. In connection with the Initial Improvements and initial Ancillary Installations, Concessionaire shall inform the Authority, in writing, of the identity of each Concessionaire Agent before the Authority-hosted pre-construction meeting (described in the CTDCM). In connection with all other Alterations, Concessionaire shall inform the Authority, in writing, of the identity of each Concessionaire Agent before the Authority-hosted pre-construction meeting (described in the CTDCM) at the time as the request for approval of such Alteration is submitted.

(b) Each Concessionaire Agent shall be vested with decision-making power to act on behalf of Concessionaire to address any and all issues related to onsite design and construction matters related to such Leasehold Improvements or Ancillary Installation. A Concessionaire Agent is required to be onsite no less than twice weekly during construction; provided, however, the Authority may require full-time onsite project oversight by the Concessionaire Agent, depending upon the complexity of the work or other circumstances.

19.10 Authority Assumption of Approved Project. Upon the occurrence of a Default Event by Concessionaire during construction of Leasehold Improvements or Ancillary Installations, the Authority shall have the right to assume the construction and to continue the contracts of Concessionaire with its contractors and suppliers. A provision substantially similar to the following shall be included in all contracts between Concessionaire and its contractors and suppliers in order to comply with this Section:

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

19.11 Certification and As-Built Drawings.

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

- (1) A Capital Investment Report.
- (2) A certification that the improvements have been constructed and installed in accordance with the approved drawings and specifications and in strict compliance with all applicable laws and the CTDCM.
- (3) A certification demonstrating that no liens exist on any or all of the construction.
- (4) A reproducible final copy of the plans as-built for all improvements along with electronic files in a format compatible with the Authority’s computer-aided design standards, and a scaled pdf format file to enable the Authority to upgrade its existing files to reflect the as-constructed changes made by Concessionaire and that will be incorporated by reference to this Agreement as a supplement to Exhibit A or B, as applicable.

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

19.12 No Liability of Authority. The Authority shall not be liable for any damage, loss, or prejudice suffered or claimed by Concessionaire, its agents or any other person or entity on

account of: (i) the approval or disapproval of any plans, contracts, bonds, contractors, sureties or other matters; (ii) the construction or installation of any Leasehold Improvement or Ancillary Installation 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 or Ancillary Location (except to the extent performed by the Authority); or, (iv) the enforcement or failure to enforce any of the covenants, conditions and restrictions contained in this Agreement. The Authority's approval of Concessionaire's plans, or requirement that Concessionaire modify Concessionaire's plans, shall not be deemed the Authority's express or implicit covenant or warranty that such plans are safe or comply with any or all laws.

ARTICLE 20 INSURANCE

20.1 General.

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

(b) In addition to those specified below, Concessionaire shall comply with the insurance requirements set forth in the CTDCM during the Pre-Concession Period.

(c) 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.

(d) 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.

(e) 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 the Ancillary Installations or occasioned by reason of the operations of Concessionaire. Such insurance shall include coverage for the following: (a) premises coverage, (b) products of completed operations, (c) broad form contractual liability, (d) personal injury, (e) broad form property damage, (f) cross liability, (g) broad form named insured, (h) fire legal, and (i) advertising injury.

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

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

- (a) Bodily injury by accident - \$5,000,000 - each accident
- (b) Bodily injury by disease - \$5,000,000 - policy limit
- (c) Bodily injury by disease - \$5,000,000 - each employee

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

20.5 Property Insurance. Concessionaire shall maintain in effect property insurance written on an all risk of direct physical loss basis covering Concessionaire's fixtures, 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 the higher of: (i) \$2,000,000, or (ii) then applicable MAG.

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, installing any Ancillary Installations or occupying the Leased Premises.

(3) Waiver of Subrogation Endorsement(s) shall be filed with the Authority prior to Concessionaire constructing any Leasehold Improvements, installing any Ancillary Installations 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 or use of the Ancillary Locations.

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 or the Ancillary Installations 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, the Ancillary Installations 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, the Ancillary Installations, or the System, including any related: (i) actions or omissions of Concessionaire or the Authority; (ii) obligations or activities undertaken in connection with this Agreement; (iii) damage to any person or property, or injury to or death to any person, including any claim or action alleging latent and other defects, whether or not discoverable by Concessionaire or the Authority; (iv) alleged or actual breach of any laws; and (v) duties under easements or contracts with third parties; except that this requirement shall not apply to any Liabilities arising through the sole negligence or willful misconduct of the Authority.

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

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

21.3 Disclaimer of Liability. The Authority disclaims, and Concessionaire releases the Authority, to the extent allowed by law, from any and all liability, whether in contract or tort (including strict liability, negligence, and nuisance), for any loss, damage, or injury of any nature whatsoever sustained by Concessionaire or any Concessionaire Agent including loss, damage or injury to any Leasehold Improvement, Ancillary Installation, or personal property of Concessionaire, unless such loss, damage or injury is caused solely by the Authority's negligence or intentional misconduct. Under no circumstances shall the Authority be liable for indirect, consequential, special, or exemplary damages whether in contract or tort (including strict liability,

negligence, and nuisance), including loss of revenue or anticipated profits. The Authority shall have no liability whatsoever and Concessionaire releases and agrees to hold harmless the Authority from any and all liability relating to any information provided by the Authority, including any historical or forecasted air traffic or passenger traffic flow information, or the accuracy thereof, or the actual air or passenger traffic. Concessionaire acknowledges and agrees that its use of any such information was 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 an Ancillary Installation, or the existence of a violation of Environmental Laws pertaining to the Leased Premises, an Ancillary Installation or Concessionaire’s operations at the Airport including fees incurred in connection with a Response, or a violation of Environmental Laws. Environmental Damages does not include any claims, fees or expenses of defense of any claim or of any settlement or judgment, including reasonable attorneys’, consultants’, contractors’, experts’ and laboratory fees, any of which are incurred at any time as a result of Authority’s sole active negligence or willful misconduct.

(c) **“Hazardous Material, Regulated Material and/or Pollutant”** shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. “Hazardous Material, Regulated Material and Pollutant” includes any material or substance defined as a “hazardous substance,” or “pollutant” or “contaminant” pursuant to any Environmental Law; any asbestos and asbestos containing materials; petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids; and any materials referenced in the Airport Rules & Regulations.

(d) “**Release**” with respect to Hazardous Material, Regulated Material and Pollutants shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into on any property or the environment, and includes any threat of Release to the extend regulated under Environmental Laws.

(e) “**Response**” or “**Respond**” means action taken in compliance with Environmental Laws to correct, remove, remediate, clean-up, prevent, mitigate, treat, monitor, evaluate, investigate, assess or abate the Release of any Hazardous Material, Regulated Materials and Pollutants, or to prevent or abate any public nuisance.

22.2 Concessionaire Representations, Warranties, and Covenants.

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

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

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

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

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 tenants 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 or an Ancillary Location concerning any alleged Release of a Hazardous Materials, Regulated Materials or Pollutants, Concessionaire shall promptly, but not later than five business days after Concessionaire's receipt, inform the Authority, including a copy of such notice received by Concessionaire.

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

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

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

22.5 Environmental Indemnification and Reimbursement.

(a) Notwithstanding any other provision to the contrary, Concessionaire shall indemnify, defend, and hold harmless Authority Indemnitees from and against any and all Environmental Damages resulting from the failure of Concessionaire to meet its obligations under this Agreement, whether caused, in whole or in part, or unlawfully allowed by Concessionaire, a Concessionaire Agent, or any other third party under Concessionaire's direction or control.

(b) The Authority shall provide Concessionaire with prompt notice of any Environmental Damages to allow Concessionaire the opportunity to properly and effectively respond to or otherwise defend such Environmental Damages. Concessionaire shall, at its sole expense, defend all Environmental Damages whether frivolous or not.

(c) In the event the Authority undertakes any action, including investigations, removals, remediation, or corrective actions with respect to any Environmental Damages in response to the failure of Concessionaire to defend such Environmental Damages, Concessionaire shall reimburse the Authority, upon written demand by the Authority, for all reasonable and documented costs that the Authority incurs in association with such action, including consultants' fees, contractors' fees, reasonable attorneys' fees and expenses of investigation, removal, Response, remediation, or corrective action.

(d) Except to the extent arising out of the sole active negligence or willful misconduct of the Authority Indemnitees, Concessionaire waives the right of contribution and subrogation against the Authority Indemnitees in connection with Environmental Damages set forth herein. Any claims for environmental matters shall be subject to this Article.

22.6 Limitations. Notwithstanding anything contained in this Agreement to the contrary, Concessionaire's obligations under this Article, including Concessionaire's indemnity, is limited to those Hazardous Materials, Regulated Materials and Pollutants first brought, created, disposed, fashioned, or caused to be exposed or released onto the Airport by or on behalf of Concessionaire or Concessionaire Agent(s), and Concessionaire shall not be responsible for nor required to indemnify the Authority Indemnitees for any other Hazardous Materials, Regulated Materials or Pollutants discovered at the Airport.

ARTICLE 23 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 or any Ancillary Location, 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, Ancillary Locations, 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 the Leased Premises 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 Leased Premises or the other areas of the Airport, 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 Authority and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

ARTICLE 27
CONCESSIONAIRE REPRESENTATIONS AND WARRANTIES;
ADDITIONAL COVENANTS

27.1 Representations and Warranties. Concessionaire represents and warrants as follows, each of which is true and correct, as of the date of execution of this Agreement and shall be true through the term of this Agreement:

(a) Concessionaire has the power and authorization to enter into this Agreement, the Board of Directors of Concessionaire has by appropriate action approved this Agreement, this Agreement has been executed and delivered pursuant to the authorization conferred by such action, and is binding upon Concessionaire in accordance with its terms, and that the individual(s) executing this Agreement on behalf of Concessionaire is duly authorized to do so.

(b) Concessionaire is duly authorized to do business in the State of California and possesses all governmental approvals necessary to perform this Agreement.

(c) Concessionaire is in compliance with all laws related to Concessionaire's business and activities conducted at the Airport.

(d) Except as disclosed in writing to the Authority before execution of this Agreement, there are no actions, suits, or proceedings pending with service of process accomplished or, to Concessionaire's best knowledge, threatened in writing against or affecting Concessionaire, by or before any court, arbitrator, or government entity that (i) would adversely affect Concessionaire's ability to perform its obligations under this Agreement, or (ii) relate to the execution, delivery or performance by Concessionaire of this Agreement.

(e) Concessionaire's execution, delivery, and performance of this Agreement do not conflict with or and would not result in a violation of, or breach of, or constitute a default under, any agreement or instrument to which Concessionaire is a party or by which it is bound.

27.2 Additional Covenants. Throughout the term of this Agreement:

(a) Concessionaire shall comply with the Federal Requirements and applicable laws as to Concessionaire's operations and transactions related to the subject matter of this Agreement.

(b) Concessionaire shall comply with orders, directives, or conditions issued, given or imposed by the Authority with respect to Concessionaire's activities at the Airport.

(c) If the TSA, the FAA, or any other federal government entity imposes a fine or penalty on the Authority for Concessionaire's or a Concessionaire Agent's non-compliance with federal laws or rules and regulations, then Concessionaire shall reimburse and indemnify the Authority for the entire amount of the fine or penalty.

(d) Concessionaire shall possess and shall, at its sole expense, keep in effect, all licenses, permits, qualifications, and approvals of whatever nature legally required for Concessionaire to perform this Agreement.

(e) Concessionaire shall comply with all applicable prevailing wage laws (including Labor Code Sections 1720, 1720.2, 1720.3, 1720.4 and 1771) with respect to work performed in connection with this Agreement. Concessionaire shall be solely responsible for determining applicability of prevailing wage laws.

(f) Concessionaire shall not enter into, any contract that will create a conflict of interest with its obligations to perform this Agreement.

(g) At the Authority's request any time, Concessionaire shall provide a sworn affidavit listing all natural or artificial persons with an ownership interest in Concessionaire and stating that no other person holds an ownership interest in Concessionaire via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If Concessionaire fails to submit the required affidavits, the Authority may, after 30 days written notice to Concessionaire, take such action as may be necessary to cause the suspension of any further payments until the required affidavits are submitted.

ARTICLE 28

GENERAL PROVISIONS

28.1 Notices. Any notices, invoices, or other documents related to this Agreement shall be delivered as provided in this Section and shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of email delivery:

To Authority: BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

before RPT Opening Date:
2627 N. Hollywood Way
Burbank, CA 91505

after RPT Opening Date:
2827 N. Hollywood Way
Burbank, CA 91505

Attn: John T. Hatanaka, Executive Director
Email: jhatanaka@bur.org

To Concessionaire: BOINGO LLC

Headquarter Office:
17 Cowboys Way, Suite 400
Frisco, TX 75034
Attn: Peter Hovenier, Chief Financial Officer
Email: phovenier@boingo.com

Servicing Office:
10960 Wilshire Boulevard, Suite 2300
Los Angeles, CA 90024
Attn: Legal Department
Email: legalnotices@boingo.com

28.2 Airport Rules and Regulations. Concessionaire shall comply with the Airport Rules and Regulations. Violations of the Airport Rules and Regulations by Concessionaire or Concessionaire Agents shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

28.3 Security.

(a) Concessionaire shall be solely responsible for instituting and carrying out specific security measures in the areas where it is authorized to operate to prevent vandalism. 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. Except for exercise of the extension option, which shall require Authority Commission approval, the Executive Director is authorized to give all approvals and consents on behalf of the Authority.

28.9 Relationship of Parties.

(a) This Agreement is not intended to create, and shall not be construed as creating, the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Authority and Concessionaire. No provision in this Agreement and no act of the Authority or Concessionaire, create a relationship other than the relationship of landlord and tenant.

(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.

(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 I 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 H, 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 I, the provisions of Exhibit I shall prevail.

(b) Whenever information in an exhibit becomes outdated because of changes pursuant to this Agreement, the parties may substitute an updated 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.

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

Boingo LLC

By:  _____

Print Name: Peter Hammer

Title: Manager

By:  _____

Print Name: MICHAEL J FINLEY

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

 _____
Ara Najarian, President

Approved as to form:

 _____

Richards, Watson & Gershon
A Professional Corporation

Exhibit A: Leased Premises

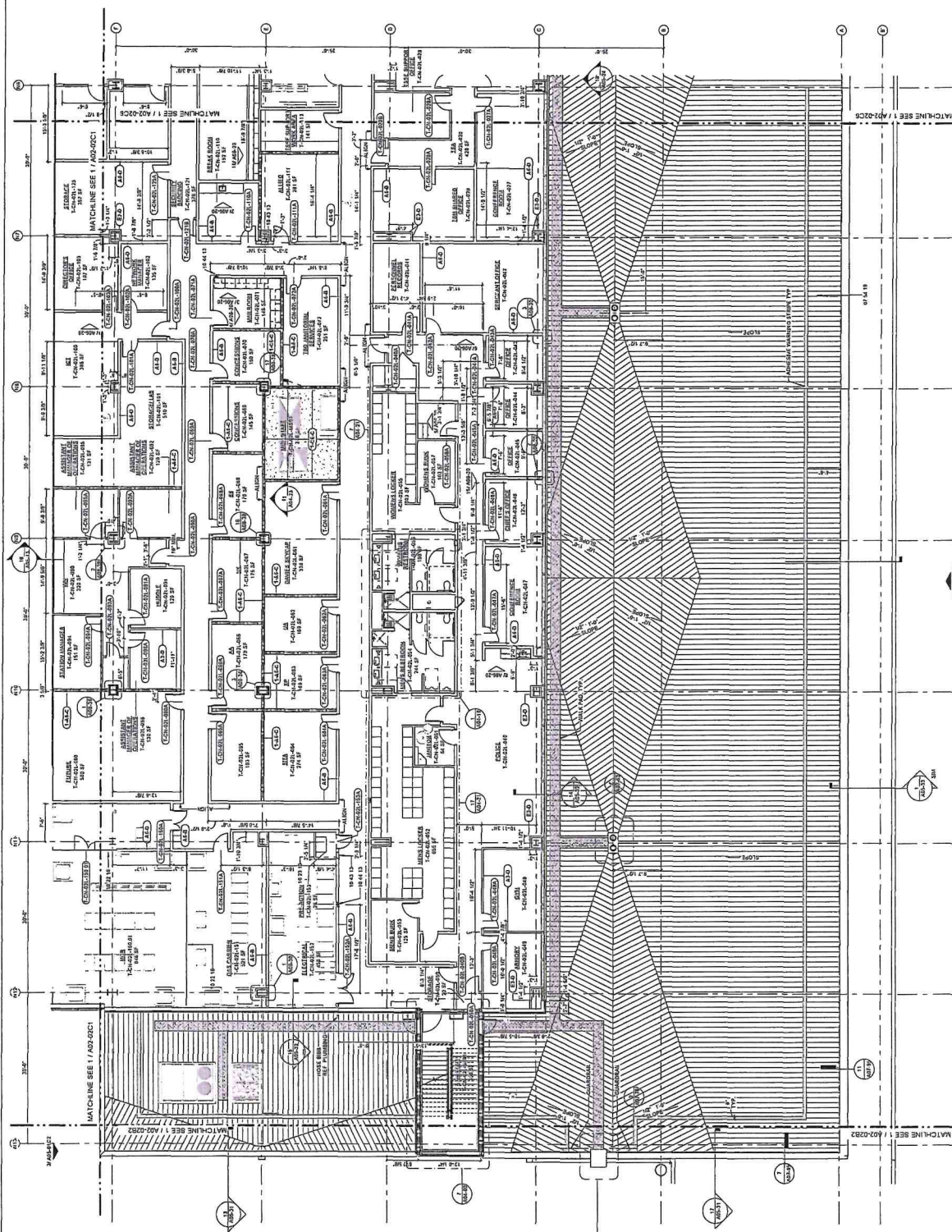
GENERAL PLAN NOTE

GENERAL ROOF NOTE

PARTITION RATING LEG

SHEET NOTES

DATE: 10/23/2024
DRAWN BY: JN
CHECKED BY: JN
TERMS: RETURN TO INDEX



1 ARCHITECTURAL FLOOR PLAN - LEVEL 02 - ZONE C5

DATE: 10/23/2024
DRAWN BY: JN
CHECKED BY: JN
TERMS: RETURN TO INDEX

SHEET TITLE:
ARCHITECTURAL FLOOR
PLAN - LEVEL 02 - ZONE C5

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

PERMIT NUMBER: BS2400265

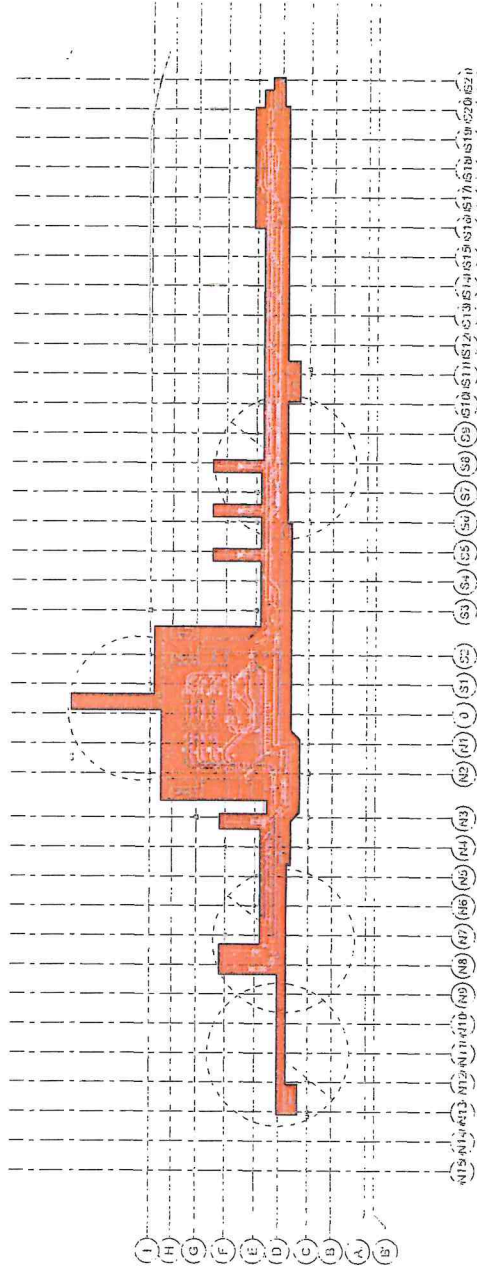
CORGAN
CANNON DESIGN
BURNS REDONNELL

Pankow
FEC
HOLDEN

Hollywood
Burbank
Airport

Exhibit B: Ancillary Installations and Locations

CELLULAR DAS
COVERAGE AREA



1 LEVEL B1 - IT/NETWORK CELLULAR DAS COVERAGE PLAN
1" = 50'-0"

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authority of the California Department of
Transportation
TYLER KELLY

This document is incomplete and may not
be used for regulatory approval, permit or
construction.
Date of Issue:
08/01/2024

DRAWING No
DATE 08/01/2024
DRAWN BY TK
CHECKED BY HF
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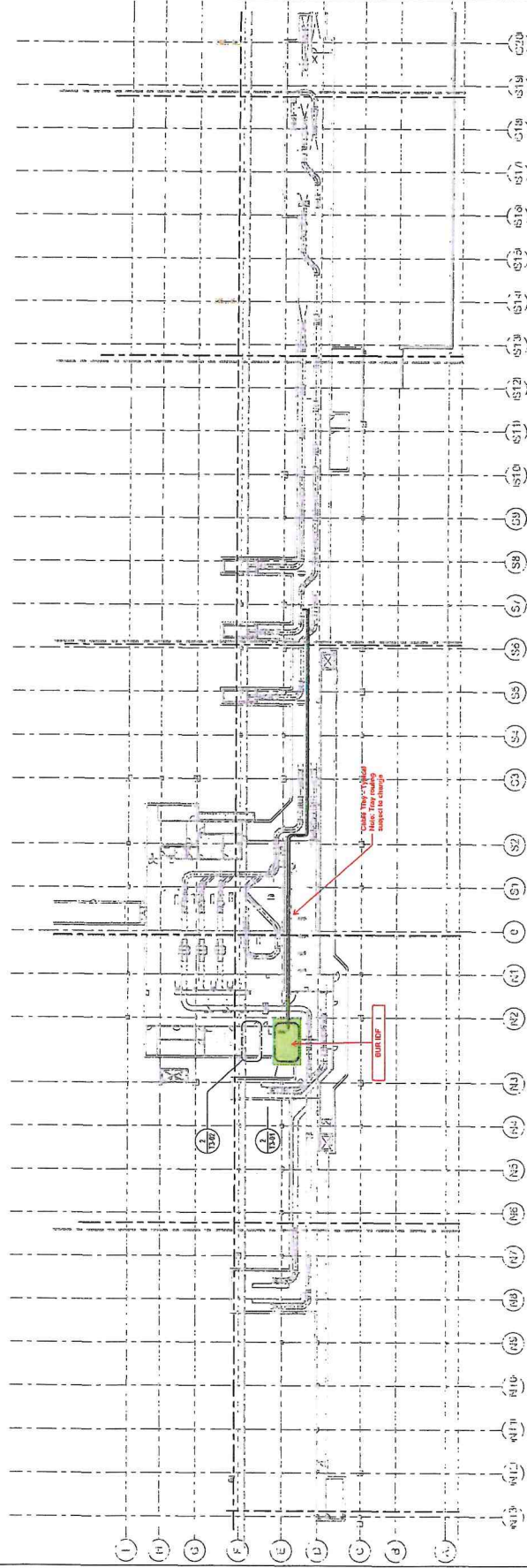
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LEVEL B1 - CELLULAR DAS
COVERAGE PLAN
TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

Faith Group

CORGAN
CANNON DESIGN
BURNS & MCDONNELL
Pankow
TEC
HOLDER
CONSTRUCTION & DESIGN

Hollywood
Burbank
Airport

REVISIONS		ISSUES	
NO.	DESCRIPTION	NO.	DESCRIPTION
1	ISSUED FOR PERMIT	1	ISSUED FOR PERMIT
2	ISSUED FOR PERMIT	2	ISSUED FOR PERMIT
3	ISSUED FOR PERMIT	3	ISSUED FOR PERMIT
4	ISSUED FOR PERMIT	4	ISSUED FOR PERMIT
5	ISSUED FOR PERMIT	5	ISSUED FOR PERMIT
6	ISSUED FOR PERMIT	6	ISSUED FOR PERMIT



1 LEVEL B1- TELECOM OVERALL REFLECTED CEILING PLAN

This Document was produced by or under
authority of Registered Engineer
TYLER KELLY

This document is incomplete and may not be used for regulatory approval, permit or construction.

Date of issue: 10/23/2024

Δ		REVISIONS	ISSUES		SHEET TITLE:	DRAWING BY
			Q	1		
			1	06/11/2024	25% SCHEMATIC DESIGN	DATE
			2	13/06/2024	60% DESIGN DEVELOPMENT	TOP/2024
			3	13/06/2024	90% DESIGN DEVELOPMENT	KNOWN BY
			4	13/06/2024	ISSUED FOR PERMIT A1	TK
			5	13/06/2024	ISSUED FOR PERMIT A2	
			6	13/06/2024	ISSUED FOR PERMIT A3	
			7	16/06/2024	ISSUED FOR CONSTRUCTION	

 Hollywood Burbank Airport		 HOLDER		 Faith Group	TERMINAL BUILDING BURBANK RPT 2827 N. HOLLYWOOD WAY Burbank, CA 91505	SHEET TITLE: LEVEL B1 - TELECOM OVERALL REFLECTED CEILING PLAN	DATE 06/11/2024 DRAWN BY TK CHECKED BY HF T1- TER	DRAWING BY T1- TER
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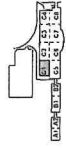
RETURN TO INE
 T0-09

This document was prepared by or on behalf of the undersigned engineer, TYLER KELLY, and is not to be used for any other project without the written consent of the undersigned engineer.

This document is acceptable and may be used for the project described herein only if it is accompanied by the original, signed, and dated permit or construction permit.

Date of issue: 10/23/2024

NEPLAN



DATE	10/23/2024
DRAWN BY	T.K.
CHECKED BY	HP
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SHEET TITLE:
LEVEL B1 - TELECOM CEILING
PLAN - Zone C1

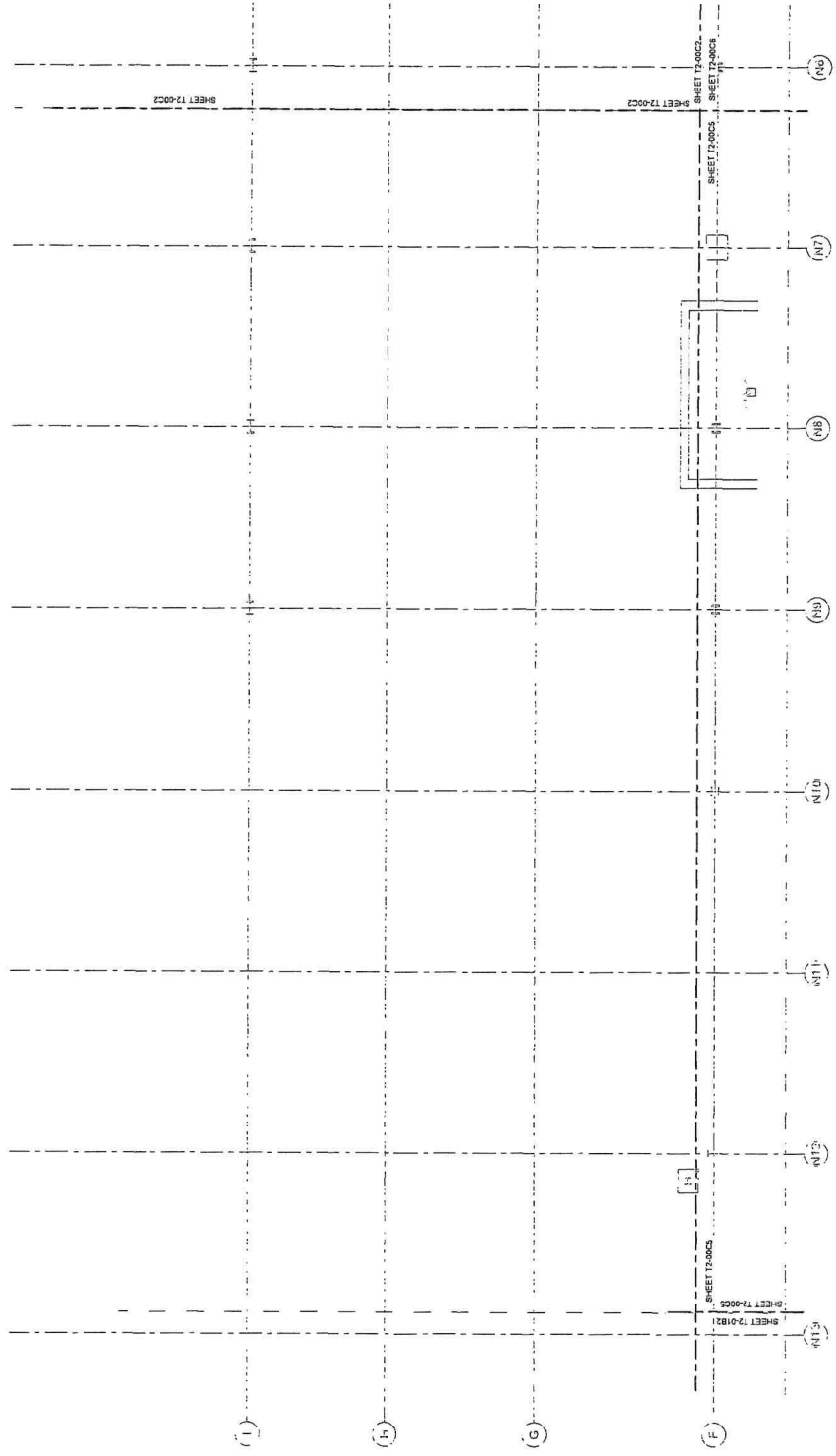
TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

Faith Group



REVISIONS	DATE	BY	DESCRIPTION
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2	10/23/2024	T.K.	ISSUED FOR PERMIT
3	10/23/2024	T.K.	ISSUED FOR PERMIT
4	10/23/2024	T.K.	ISSUED FOR PERMIT
5	10/23/2024	T.K.	ISSUED FOR PERMIT
6	10/23/2024	T.K.	ISSUED FOR PERMIT
7	10/23/2024	T.K.	ISSUED FOR PERMIT

① LEVEL B1 - TELECOM CEILING PLAN - Zone C1
1/8" = 1'-0"



document is incomplete and may not
or regulatory approval, permit or
action

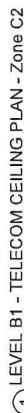
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RETURN TO INDEX
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 $1/8" = 1'-0"$

Δ	REVISIONS	○	ISSUES
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2	1/19/2023	2	SPA DESIGN DEVELOPMENT
3	04/14/2023	3	ISSUED FOR PERMIT
4	04/14/2023	4	ISSUED FOR PERMIT R1
5	04/14/2023	5	ISSUED FOR PERMIT R2
6	04/14/2023	6	ISSUED FOR PERMIT R3
7	10/27/2024	7	ISSUED FOR CONSTRUCTION



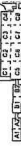
Faith Group

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

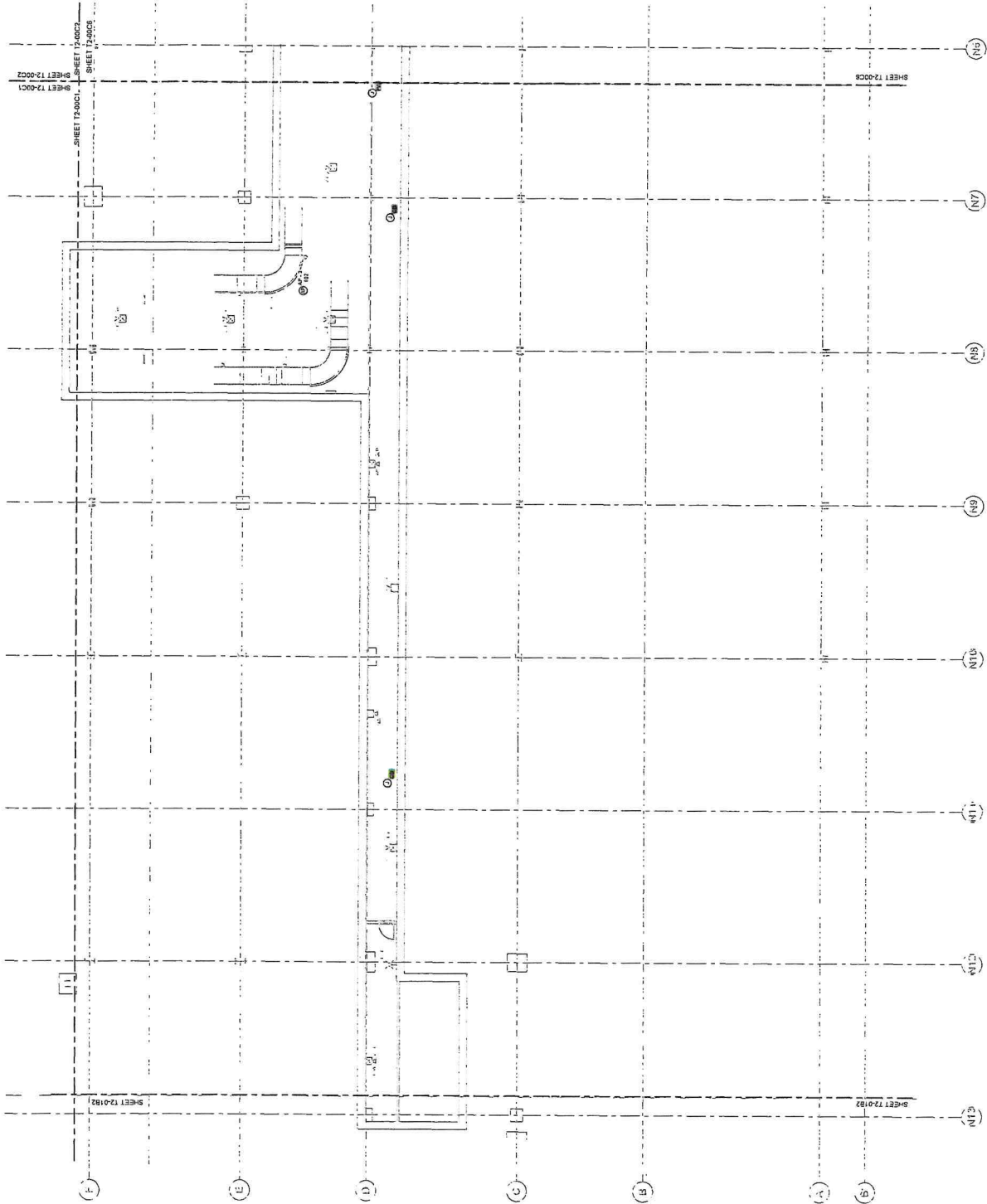
SHEET TITLE:
LEVEL B1 - TELECOM CEILING
PLAN - Zone C2

his document is incomplete and may not be used for regulatory approval, permit or

KEY PLAN



DATE 10/23/2024	DRAWING # T2-00
DRAWN BY TK	
CHECKED BY HF	TERI
RETURN TO INDEX T0-00	



LEVEL

Δ	REVISIONS		Q	ISSUES
		1	01/10/2020	30% SCHEMATIC DESIGN
		2	14/10/2020	60% MECHANICAL DEVELOPMENT
		3	24/10/2020	REQUEST FOR PERMIT
		4	08/11/2020	REQUEST FOR PERMIT #1
		5	05/12/2020	REQUEST FOR PERMIT #2
		6	18/02/2021	REQUEST FOR CONSTRUCTION



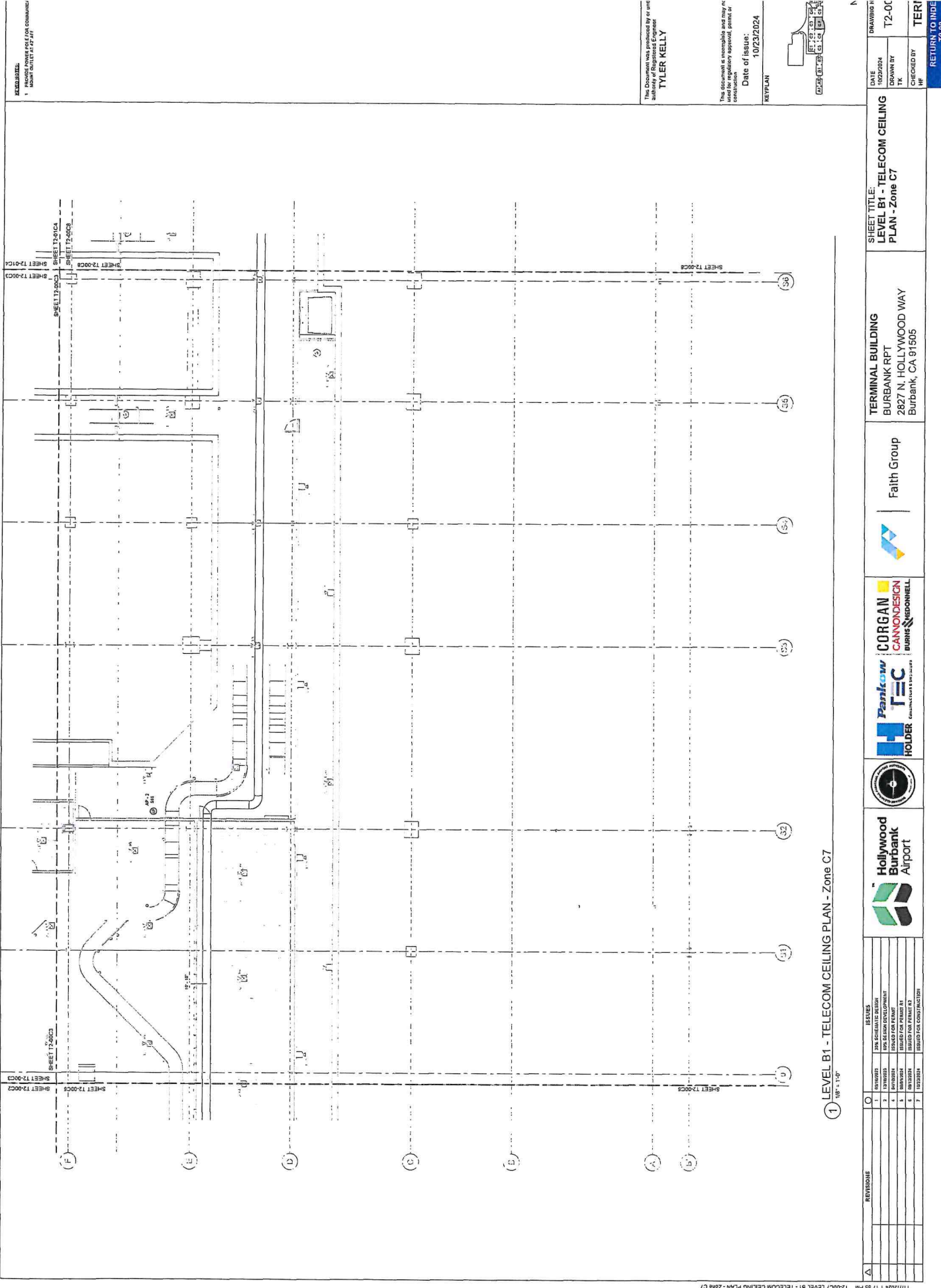
Faith Group

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

SHEET TITLE:
LEVEL B1 - TELECOM CEILING
PLAN - Zone C5

1 LEVEL B1 - TELECOM CEILING PLAN - Zone C6

SHEET TITLE:
LEVEL B1 - TELECOM CEILING
PLAN - Zone C6



1 LEVEL B1 - TELECOM CEILING PLAN - Zone C7

REVISIONS		ISSUES		SHEET TITLE:		DRAWING N	
A		1	10/23/2024	1	LEVEL B1 - TELECOM CEILING PLAN - Zone C7	1	T2-0C
		2	10/23/2024	2		2	
		3	10/23/2024	3		3	
		4	10/23/2024	4		4	
		5	10/23/2024	5		5	
		6	10/23/2024	6		6	
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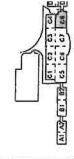
REVISIONS

1. PROJECT FORS FOR COMMUNICA
SHEET T2-0001

This document is prepared by or under
the supervision of a registered professional
engineer or architect.
TYLER KELLY

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Date of Issue:
10/23/2024

KEY PLAN



N

DATE	DRAWING IN
10/23/2024	T2-00
DRAWN BY	CHECKED BY
TK	TK
TERMINAL BUILDING	TERMINAL

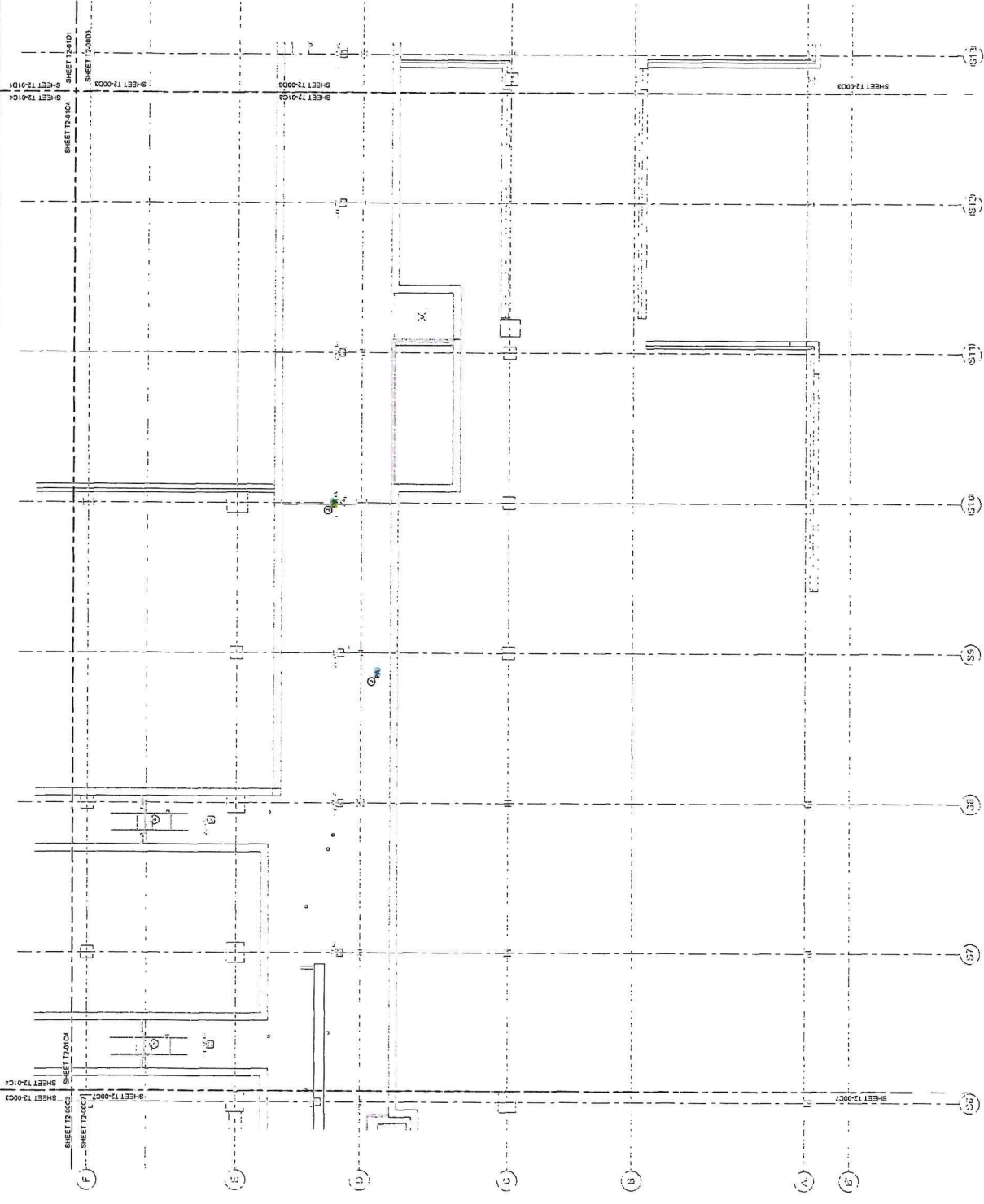
LEVEL B1 - TELECOM CEILING
PLAN - Zone C8

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



REVISIONS	ISSUES
1	DATA SCHEDULE DESIGN
2	DATA SCHEDULE DEVELOPMENT
3	REVISION
4	REVISION
5	REVISION
6	REVISION
7	REVISION

1 LEVEL B1 - TELECOM CEILING PLAN - Zone C8



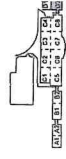
REVISIONS:

1. PROVIDE POWER POLE FOR COMMUNICATIONS
MOUNT OUTLET AT 4' AFF

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This document is accurate as it may not
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construction
Date of Issue:
10/23/2024

KEY PLAN



N

DATE	DRAWING NO.	TERMINAL BUILDING	TERMINAL BUILDING	TERMINAL BUILDING
10/23/2024	T2-001	BURBANK RPT	BURBANK RPT	BURBANK RPT
TK		2827 N. HOLLYWOOD WAY	2827 N. HOLLYWOOD WAY	2827 N. HOLLYWOOD WAY
HP		Burbank, CA 91505	Burbank, CA 91505	Burbank, CA 91505
CHECKED BY				
HP				
TERMINAL BUILDING				
TERMINAL BUILDING				
TERMINAL BUILDING				

SHEET TITLE:
LEVEL B1 - TELECOM CEILING
PLAN - Zone D3

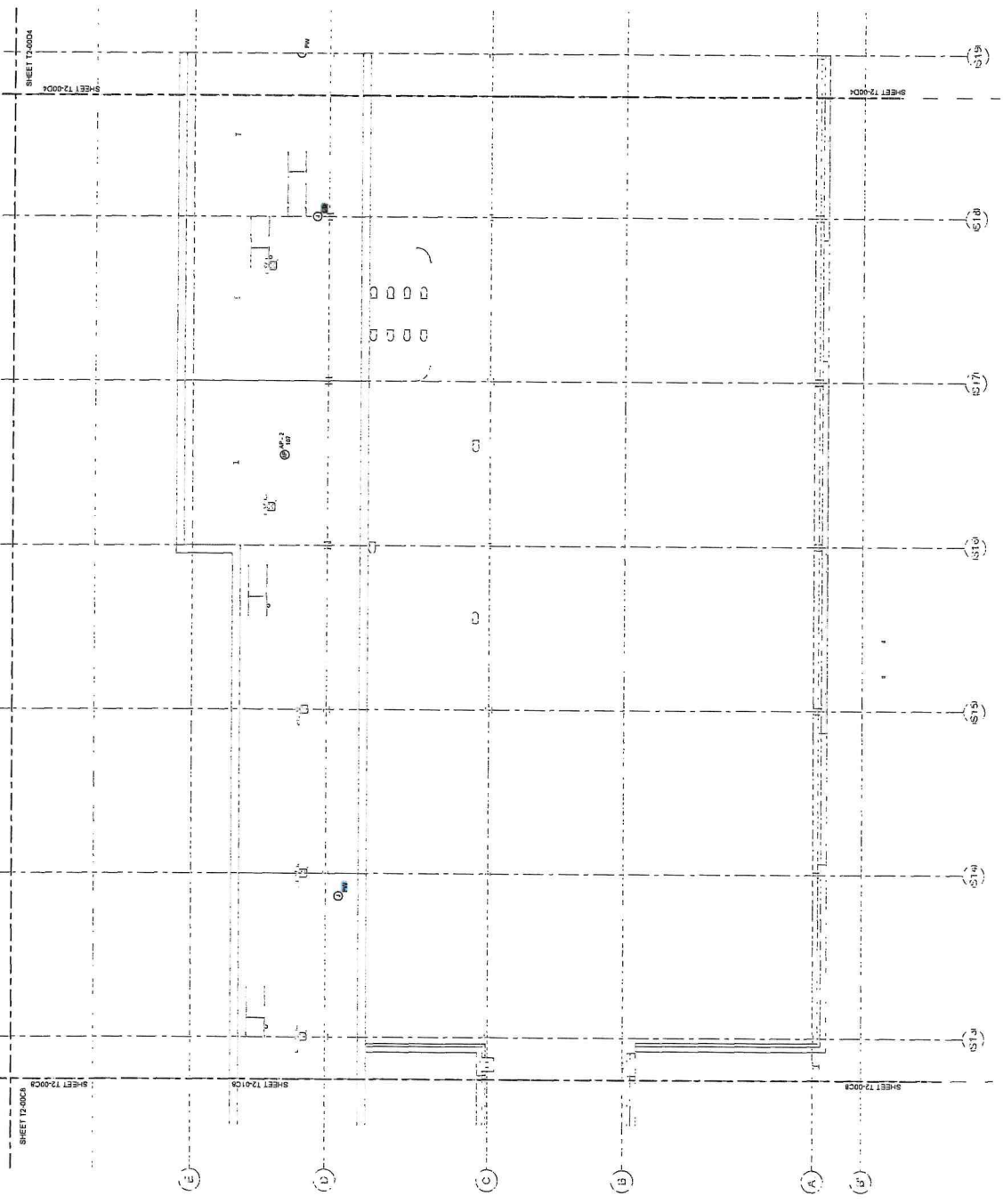
TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

Faith Group



REVISIONS	ISSUES
1	10/23/2024
2	10/23/2024
3	10/23/2024
4	10/23/2024
5	10/23/2024
6	10/23/2024
7	10/23/2024

1 LEVEL B1 - TELECOM CEILING PLAN - Zone D3
1/8" = 1'-0"



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Date of issue: 10/23/2024

KEYPLAN

A diagram of a 3D printer nozzle assembly. A grid of points is shown, labeled A1 through C8. The points are arranged in three rows: A1, A2, B1, B2, C1, C2 in the first row; A3, A4, B3, B4, C3, C4 in the second row; and A5, A6, B5, B6, C5, C6 in the third row. The points are connected by lines, forming a grid structure. The nozzle assembly is shown in a side view, with the grid points positioned along its length.

Z

DATE 10/23/2024	DRAWING NO T2-01
--------------------	---------------------

12-01	
DRAWN BY	
TK	

TERMINAL	CHECKED BY	HF
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SHEET TITLE:
LEVEL 1 - TELECOM CEILING
PLAN - Zone A1

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

Faith Group



Δ	REVISIONS		ISSUES	
	Q	DATE	Q	DATE
	1	01/10/2023	1	10% SCHEDULE DESIGN
	2	13/10/2023	2	FOR DESIGN DEVELOPMENT
	3	04/11/2024	3	ISSUED FOR PERMIT
	4	05/11/2024	4	AMENDED FOR PERMIT A1
	5	29/12/2024	5	ISSUED FOR PERMIT A2
	6	02/01/2025	6	ISSUED FOR PERMIT A3
	7	02/03/2024	7	ISSUED FOR CONSTRUCTION

1 LEVEL 1 - TELECOM CEILING PLAN - Zone A1
1/8" = 1'-0"



STANDARD: 0
PROVIDE L&T AND A/F FILES. OFFICE CAN
REVIEW UPON L&T WITH THE CODE OF P
THE A/F

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construction.
Date of Issue:
10/23/2024

KEY PLAN



DATE	DRAWING N
10/23/2024	T2-01
DRAWN BY	CHECKED BY
TK	HP

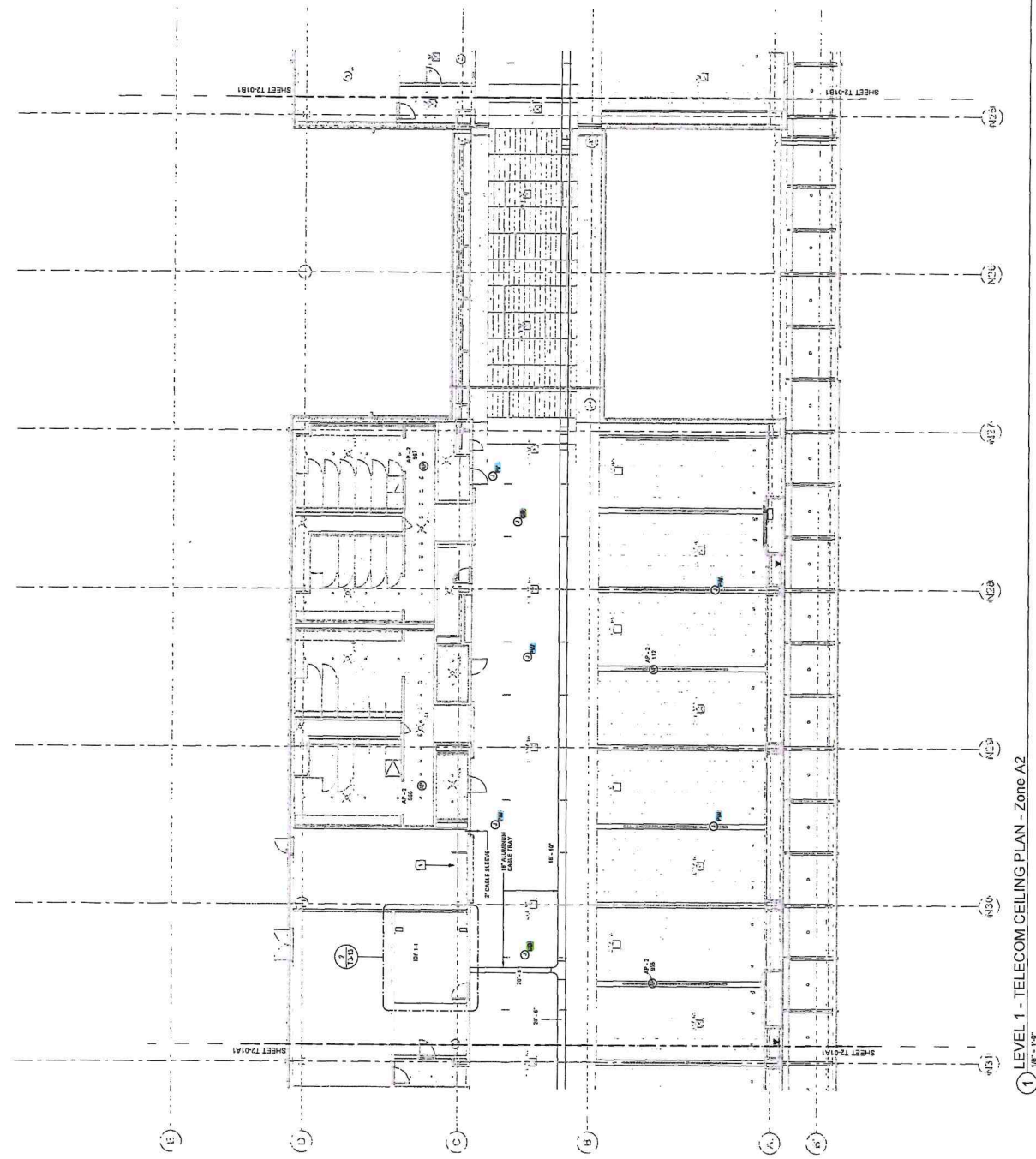
SHEET TITLE:
LEVEL 1 - TELECOM CEILING
PLAN - Zone A2

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

Faith Group



REVISION	DATE	ISSUES
1	10/23/2024	DATA SCHEDULE DESIGN
2	10/23/2024	DATA SCHEDULE DESIGN
3	10/23/2024	DATA SCHEDULE DESIGN
4	10/23/2024	DATA SCHEDULE DESIGN
5	10/23/2024	DATA SCHEDULE DESIGN
6	10/23/2024	DATA SCHEDULE DESIGN
7	10/23/2024	DATA SCHEDULE DESIGN



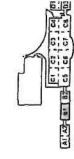
1 LEVEL 1 - TELECOM CEILING PLAN - Zone A2
1/8" = 1'-0"

NOTES:
1. PROVIDE A STANDING 36" HIGH OF CABLE
BANKING OF CABLE, WITH 15' COIL OF FIBER
BANK

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written approval of the project manager
Date of Issue:
10/23/2024

KEY PLAN



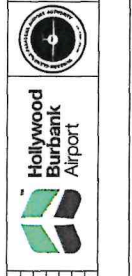
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DATE	DRAWING No.	TERMINAL BUILDING
10/23/2024	T2-011	BURBANK RPT
DRAWN BY	CHECKED BY	TERMINAL BUILDING
TK	HF	2827 N HOLLYWOOD WAY
		Burbank, CA 91505
		TERMINAL BUILDING
		TERMINAL BUILDING

SHEET TITLE:
LEVEL 1 - TELECOM CEILING
PLAN - Zone B1

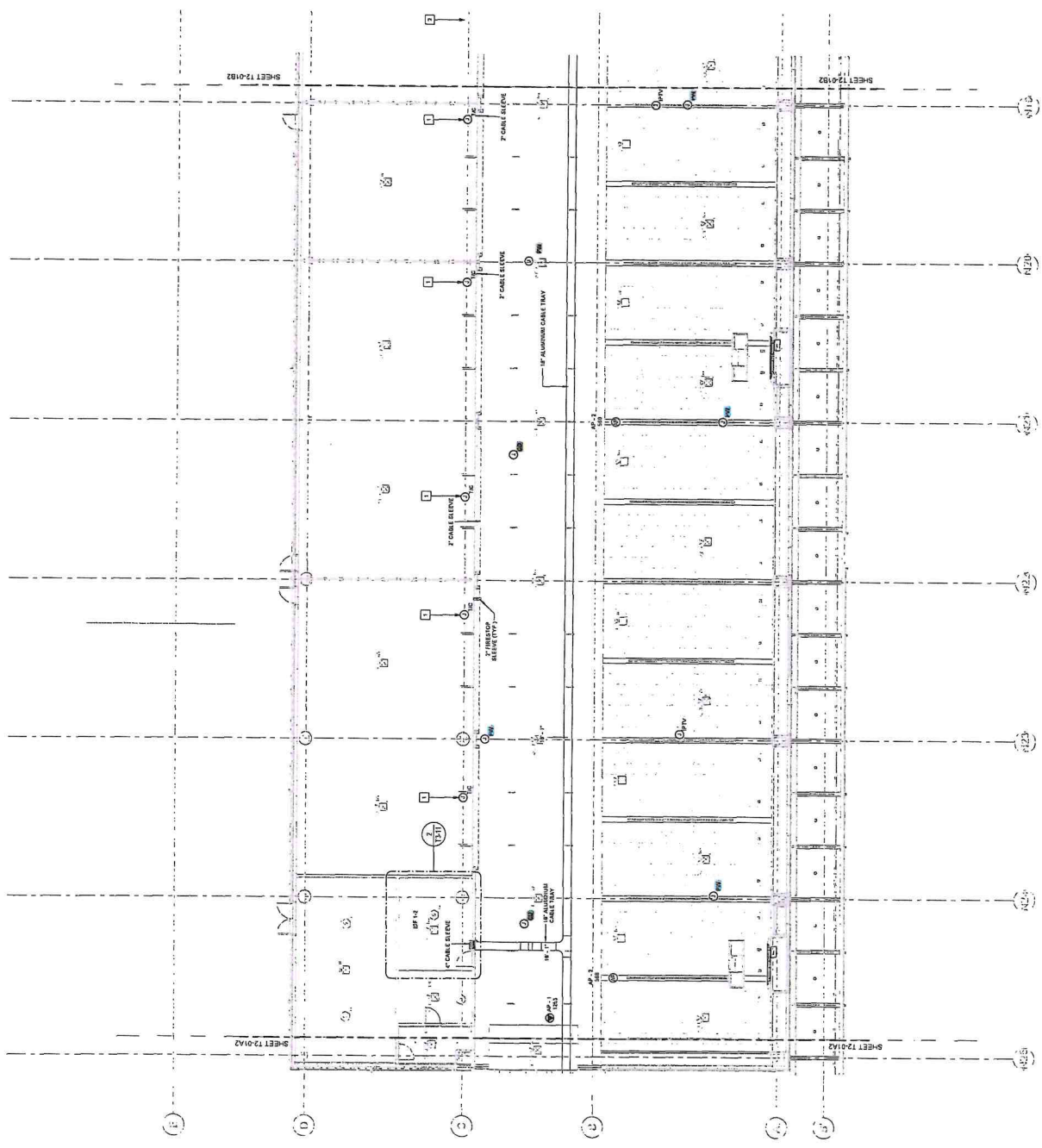
TERMINAL BUILDING
BURBANK RPT
2827 N HOLLYWOOD WAY
Burbank, CA 91505

Faith Group



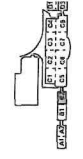
REVISIONS	ISSUES
1	10% Schematic Design
2	20% Design Development
3	30% Design Development
4	40% Design Development
5	50% Design Development
6	60% Design Development
7	70% Design Development
8	80% Design Development
9	90% Design Development
10	100% Design Development

1 LEVEL 1 - TELECOM CEILING PLAN - Zone B1
1/8" = 1'-0"

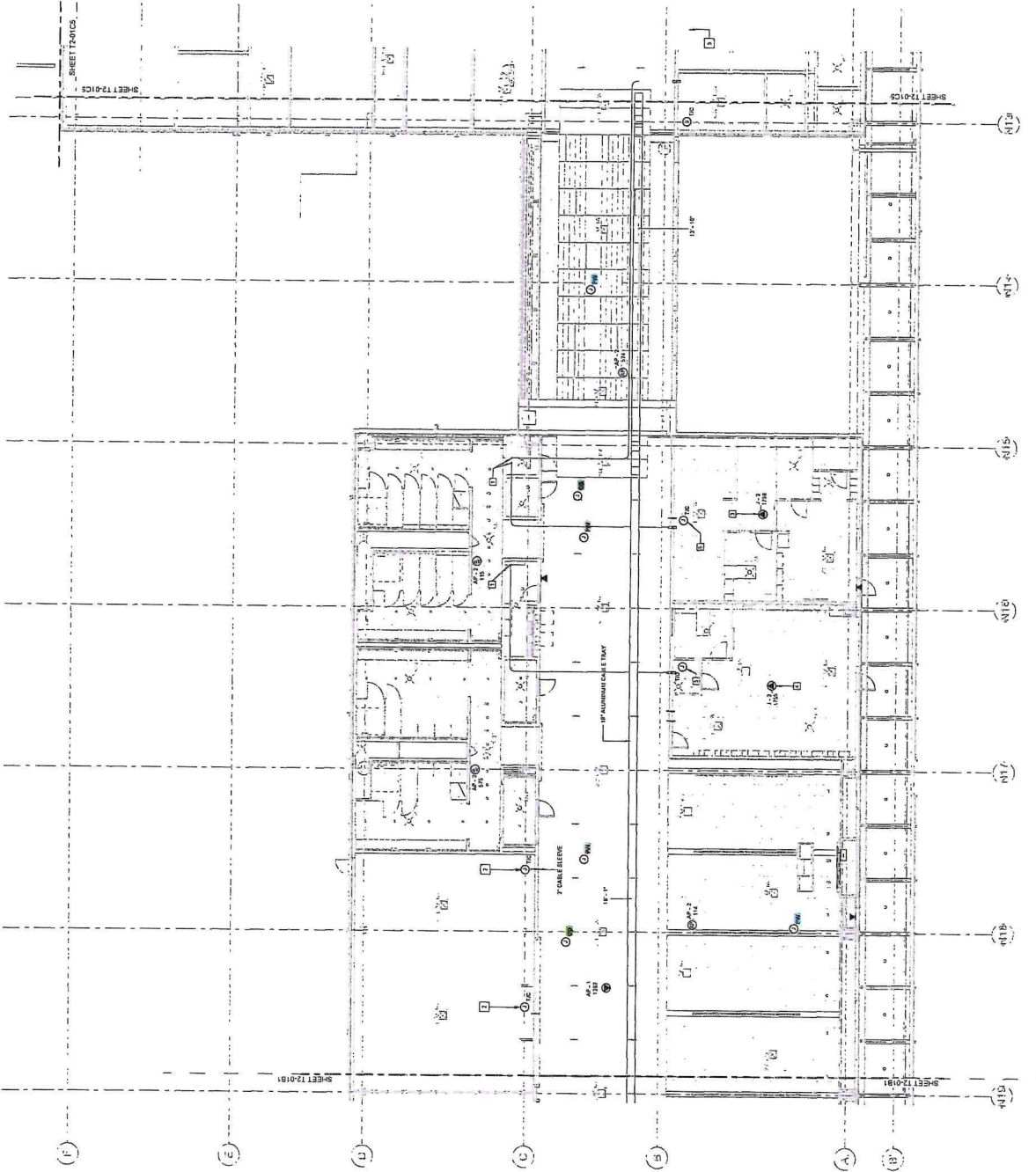


- NOTES:**
1. PROVIDE ALL RAMP AND REEFER OPTIC CABLE TRAYS TO BE PROVIDED BY THE RAMP CONTRACTOR. PROVIDE ALL RAMP OPTIC CABLE TRAYS TO BE PROVIDED BY THE RAMP CONTRACTOR.
 2. PROVIDE ALL RAMP AND REEFER OPTIC CABLE TRAYS TO BE PROVIDED BY THE RAMP CONTRACTOR. PROVIDE ALL RAMP OPTIC CABLE TRAYS TO BE PROVIDED BY THE RAMP CONTRACTOR.
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 9. PROVIDE ALL RAMP AND REEFER OPTIC CABLE TRAYS TO BE PROVIDED BY THE RAMP CONTRACTOR. PROVIDE ALL RAMP OPTIC CABLE TRAYS TO BE PROVIDED BY THE RAMP CONTRACTOR.
 10. PROVIDE ALL RAMP AND REEFER OPTIC CABLE TRAYS TO BE PROVIDED BY THE RAMP CONTRACTOR. PROVIDE ALL RAMP OPTIC CABLE TRAYS TO BE PROVIDED BY THE RAMP CONTRACTOR.

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TYLER KELLY
 Date of Issue: 10/23/2024
 KEYPLAN



DATE	DRAWING NO.	TERMINAL BUILDING
10/23/2024	T2-011	BURBANK RPT
DRAWN BY	CHECKED BY	TERMINAL BUILDING
TK	JP	2827 N. HOLLYWOOD WAY
		Burbank, CA 91505



1 LEVEL 1 - TELECOM CEILING PLAN - Zone B2
 1/8" = 1'-0"

REVISIONS	DATE	BY	DESCRIPTION
1	10/23/2024	TK	100% ARCHITECTURAL DESIGN
2	10/23/2024	TK	100% DESIGN DEVELOPMENT
3	10/23/2024	TK	DESIGNED FOR PERMIT
4	10/23/2024	TK	DESIGNED FOR PERMIT
5	10/23/2024	TK	DESIGNED FOR PERMIT
6	10/23/2024	TK	DESIGNED FOR PERMIT
7	10/23/2024	TK	DESIGNED FOR PERMIT



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

DATE	DRAWING NO.	TERMINAL BUILDING
10/23/2024	T2-011	BURBANK RPT
DRAWN BY	CHECKED BY	TERMINAL BUILDING
TK	JP	2827 N. HOLLYWOOD WAY
		Burbank, CA 91505

REVISIONS

NO.	DATE	DESCRIPTION
1	10/23/2024	PROVIDE POWER POLES FOR COMMUNITY MOUNT OUTLET AT 47' AP

NOTES

1. PROVIDE POWER POLES FOR COMMUNITY MOUNT OUTLET AT 47' AP

DATE

10/23/2024

DRAWN BY

TK

CHECKED BY

HP

DATE OF ISSUE

10/23/2024

KEYPLAN

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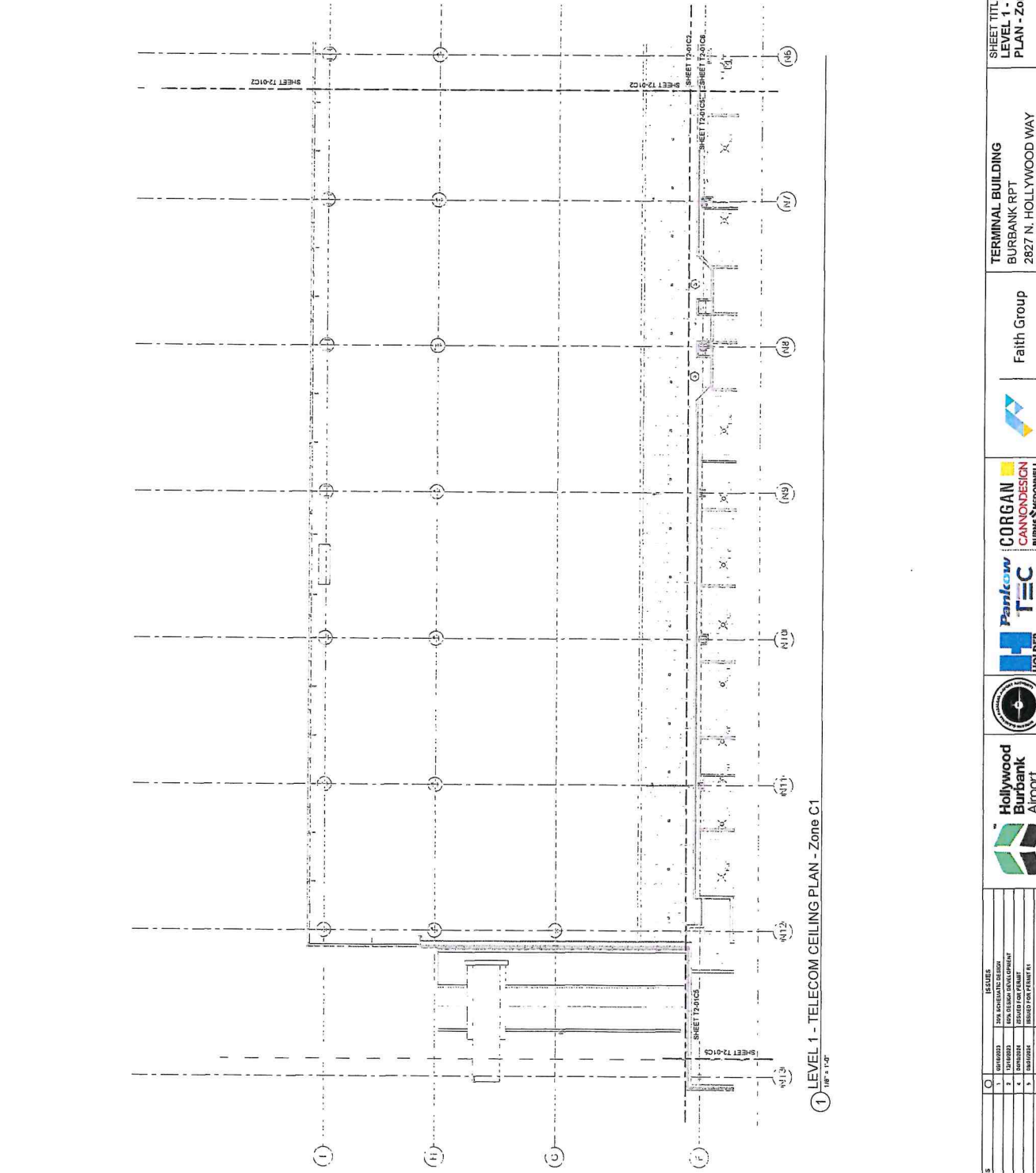
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DATE OF ISSUE

10/23/2024



NO.	DATE	DESCRIPTION
1	10/23/2024	PROVIDE POWER POLES FOR COMMUNITY MOUNT OUTLET AT 47' AP

11/7/2024 1:19 PM T2-01C1 LEVEL 1 - TELECOM CEILING PLAN - Zone C1

11/7/2024 1:19 PM T2-01C1 LEVEL 1 - TELECOM CEILING PLAN - Zone C1

11/7/2024 1:19 PM T2-01C1 LEVEL 1 - TELECOM CEILING PLAN - Zone C1

11/7/2024 1:19 PM T2-01C1 LEVEL 1 - TELECOM CEILING PLAN - Zone C1

11/7/2024 1:19 PM T2-01C1 LEVEL 1 - TELECOM CEILING PLAN - Zone C1

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Date of issue: 10/23/2024



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SHEET TITLE:
LEVEL 1 - TELECOM CEILING
PLAN - Zone C2

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

Faith Group



Hollywood Burbank
A town with two faces.

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ISSUES	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	ED FOR PERMIT	ED FOR PERMIT IN
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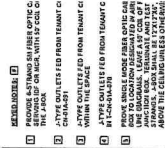
05/16/2023	5074
12/16/2023	5074
04/15/2024	15508
05/01/2024	15508

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REVISIONS

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11/17/2024 1:18:22 PM T2-01C2 LEVEL 1 - TELECOM CEILING PLAN - Zone C2



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Date of issue: 10/23/2024

DATE 10/23/024	DRAWING NO T2-01
DRAWN BY TK	
CHECKED BY HF	TERMINAL
RETURN TO INDEX T0-00	

REVISIONS		ISSUES	
Δ		Q	
		1	2016 A/C CLIMATE DESIGN
		2	44% DESIGN REVIEW COMPLETE
		3	ISSUED FOR PERMIT
		4	ISSUED FOR PERMIT
		5	ISSUED FOR PERMIT #1
		6	ISSUED FOR PERMIT #2
		7	ISSUED FOR CONSTRUCTION



Hollywood Burbank Airport





Pankow H Tec
General Contractors & Drywall



iCORGAN CANON DESIGN BURNS & McDONNELL



Faith Group

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

SHEET TITLE:
LEVEL 1 - TELECOM CEILING
PLAN - Zone C5

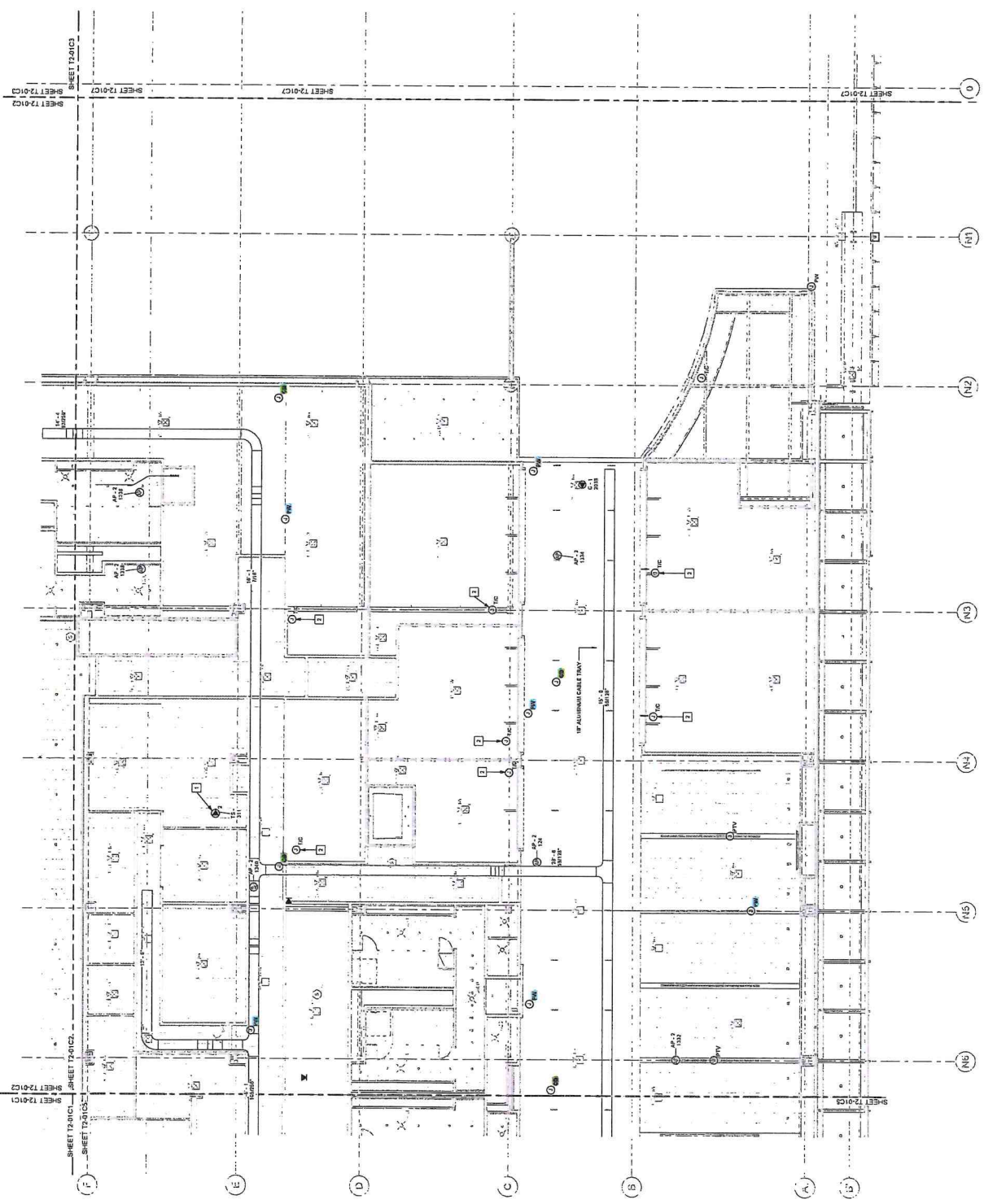
Δ	REVISIONS	Q	ISSUES
		1	20% SCHEDULED PERSON
		2	40% DESIGN DOCUMENT COMPLIANT
		3	ISSUED FOR PERMIT
		4	ISSUED FOR PERMIT #1
		5	ISSUED FOR PERMIT #2
		6	ISSUED FOR PERMIT #3
		7	ISSUED FOR CONSTRUCTION

1 PROVIDE OUTLET FOR FUTURE AIRLINE
2 PROVIDE AIRLINE TO FUTURE AIRLINE
3 PROVIDE AIRLINE TO FUTURE AIRLINE
4 PROVIDE AIRLINE TO FUTURE AIRLINE
5 PROVIDE AIRLINE TO FUTURE AIRLINE
6 PROVIDE AIRLINE TO FUTURE AIRLINE
7 PROVIDE AIRLINE TO FUTURE AIRLINE
8 PROVIDE AIRLINE TO FUTURE AIRLINE
9 PROVIDE AIRLINE TO FUTURE AIRLINE
10 PROVIDE AIRLINE TO FUTURE AIRLINE

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TYLER KELLY
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Date of issue:
10/23/2024
KEYPLAN



DATE	10/23/2024
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1 LEVEL 1 - TELECOM CEILING PLAN - Zone C6
1/8" = 1'-0"

REVISIONS

NO.	DATE	DESCRIPTION
1	10/23/2024	DATE SCHEDULE DESIGN
2	10/23/2024	DATE SCHEDULE DESIGN
3	10/23/2024	DATE SCHEDULE DESIGN
4	10/23/2024	DATE SCHEDULE DESIGN
5	10/23/2024	DATE SCHEDULE DESIGN
6	10/23/2024	DATE SCHEDULE DESIGN
7	10/23/2024	DATE SCHEDULE DESIGN

TERMINAL BUILDING

BUREAU RPT

2827 N. HOLLYWOOD WAY

Burbank, CA 91505

Faith Group

CORGAN

CANNON DESIGN

BURNS & MCDONNELL

HOLDER

PANKOW

TEC

DESIGN GROUP

Hollywood Burbank Airport

Architectural floor plan of a building, likely a school or institutional structure. The plan is oriented with a north arrow pointing towards the top right. The drawing is divided into several sections by dashed lines, indicating different sheets of the plan. Key features include a large central hall, several smaller rooms, a staircase, and a large outdoor area on the right side. The plan is labeled with "SHEET 12-01C" and "SHEET 12-01D".

Date of issue: 10/22/2024



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DATE
10/23/2024

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HF	

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10-01

SHEET TITLE:
LEVEL 1 - TELECOM CEILING
PLAN - Zone C7

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

Faith Group



CORGAN 
CANNON DESIGN
BURNS & MCDONNELL

IF **holder** **TEC** **Pankow**
Cable & Pankow, Inc. 30 E. 4th Street, Suite 1013



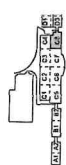
LEVEL 1 - TELECOM CEILING PLAN - Zone C7

$$118^{\circ} = 1^{\circ} 0'$$

Δ	REVISIONS		Q	ISSUES
			1	50% SCHEMATIC DESIGN
			2	60% DESIGN DEVELOPMENT
			4	ISSUED FOR PERMIT
			5	ISSUED FOR PERMIT R1
			6	ISSUED FOR PERMIT R3

12-01C7 LEVEL 1 - TELECOM CEILING PLAN - Zone C7

Date of issue:
10/23/2024



DATE 10/23/2024	DRAWING No: T2-01C
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CHECKED BY Hf	
RETURN TO INDEX T0-00	



Hollywood
Burbank
Airport

REVISIONS		ISSUES	
Δ	Q		
	1	08/10/2023	10% SCHEMATIC DESIGN
	2	13/10/2023	10% DESIGN DEVELOPMENT
	4	30/10/2024	ISSUED FOR PERMIT
	5	30/10/2024	ISSUED FOR PERMIT R1
	6	06/12/2024	ISSUED FOR PERMIT R2
	7	10/02/2024	ISSUED FOR CONSTRUCTION

① LEVEL 1 - TELECOM CEILING PLAN - Zone C8

371



Δ	REVISIONS		O	ISSUES
	1	20/06/2023	1	30% TECHNICAL DESIGN
	2	19/06/2023	2	40% DESIGN DEVELOPMENT
	3	04/07/2023	3	50% DESIGN DEVELOPMENT
	4	04/07/2023	4	60% DESIGN DEVELOPMENT
	5	04/07/2023	5	70% DESIGN DEVELOPMENT
	6	04/07/2023	6	80% DESIGN DEVELOPMENT
	7	04/07/2023	7	90% DESIGN DEVELOPMENT
	8	04/07/2023	8	100% DESIGN DEVELOPMENT



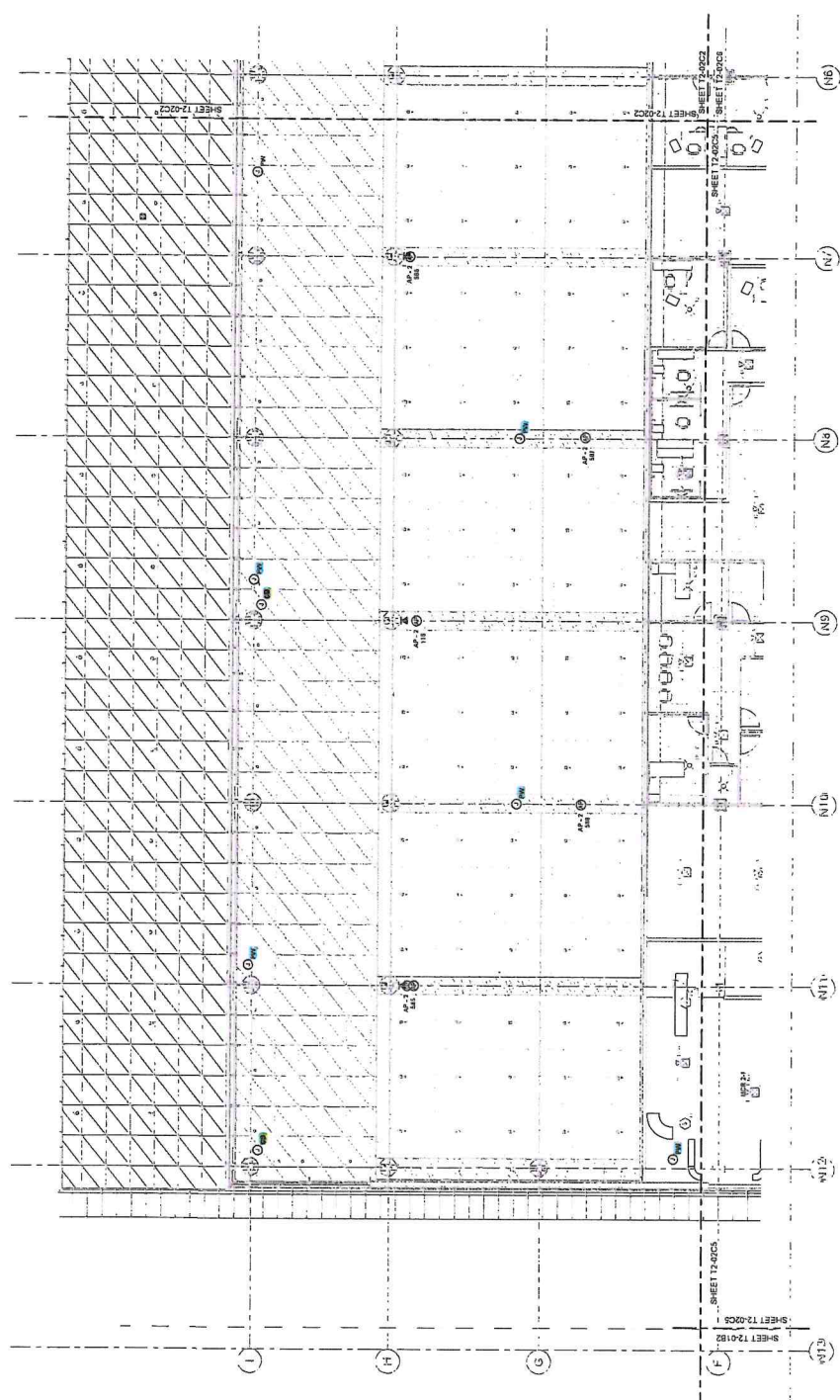
IF **Pankow** **CORGAN** **CANNONDESIGN** **BURNS & MCDONNELL**
CONSULTING GROUP **TEC** **MOLDER**
Consulting Group & Incubator



Faith Group

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

SHEET TITLE:
LEVEL 1 - TELECOM CEILING
PLAN - Zone D4



① LEVEL 2 - TELECOM CEILING PLAN - Zone C1
1/8" = 1'-0"

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TYLER KELLY
Date of Issue: 10/23/2024
REPLAN



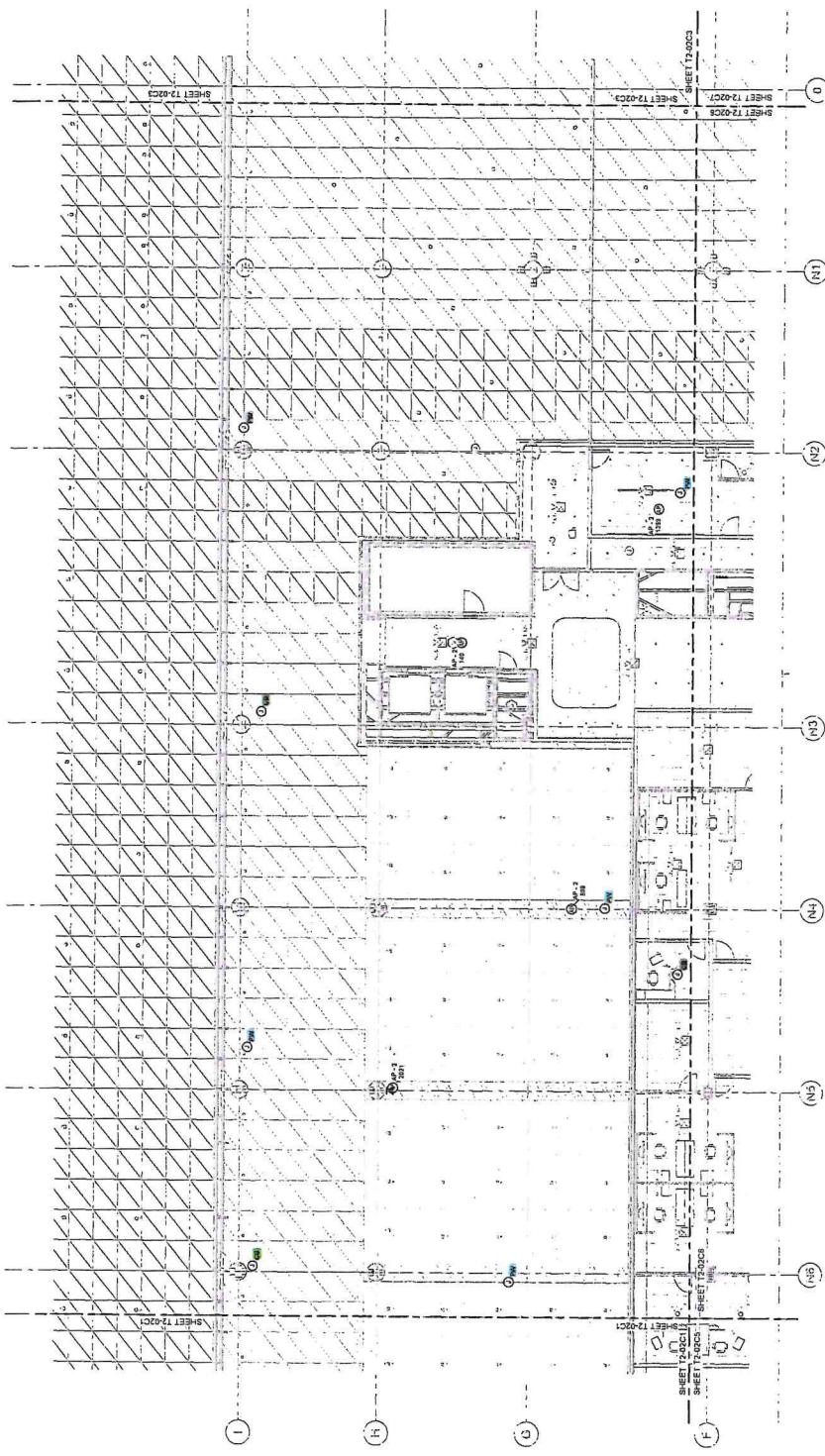
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TERMS	RETURN TO INDEX

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

SHEET TITLE:
LEVEL 2 - TELECOM CEILING
PLAN - Zone C1

DRAWING NO:
T2-02C

REVISIONS	ISSUES
1	204 SCHEDULE DESIGN
2	004 DESIGN DEVELOPMENT
3	004 DESIGN DEVELOPMENT
4	004 DESIGN DEVELOPMENT
5	004 DESIGN DEVELOPMENT
6	004 DESIGN DEVELOPMENT
7	004 DESIGN DEVELOPMENT



1 LEVEL 2 - TELECOM CEILING PLAN - Zone C2
1/8" = 1'-0"

REVISIONS		ISSUES	
Δ	Q		
	1	15/06/2023	NYS SCHEMATIC DESIGN
	2	12/06/2023	NYS PERIODIC DEVELOPMENT
	3	5/06/2024	ISSUED FOR PERMIT
	4	5/05/2024	ISSUED FOR PERMIT R1
	5	01/02/2024	ISSUED FOR PERMIT R2
	6	12/02/2024	ISSUED FOR CONSTRUCTION


Hollywood Burbank Airport

 **HOLDER**
Pankow 
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CANON DESIGN
BURNS & MCDONNELL

Faith Group

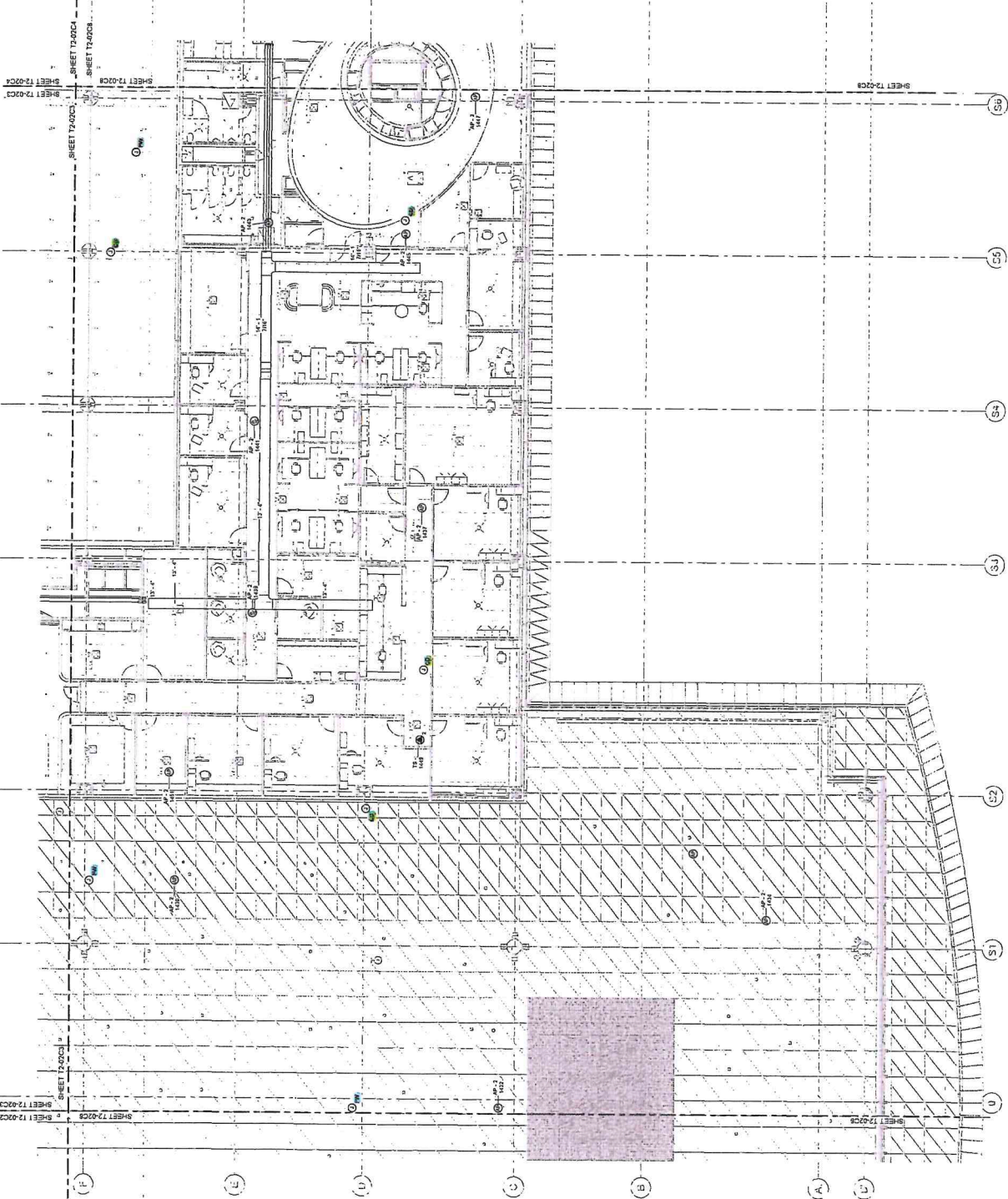


Δ	REVISIONS		Q	ISSUES
			09/10/2023	20% SITE DATE DELON
			12/10/2023	60% DESIGN DEVELOPMENT
			06/09/2024	ISSUED FOR PERMIT 1
			06/07/2024	ISSUED FOR PERMIT R1
			06/07/2024	ISSUED FOR PERMIT R2
			06/07/2024	ISSUED FOR CONSTRUCTION

CEILING

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① LEVEL 2 - TELECOM CEILING PLAN - Zone C7



11/17/2024 1 20 05 PM 13-10 LEVEL 1 - ENLARGED IDF ROOM PLAN - IDF 1-4



Faith Group

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

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

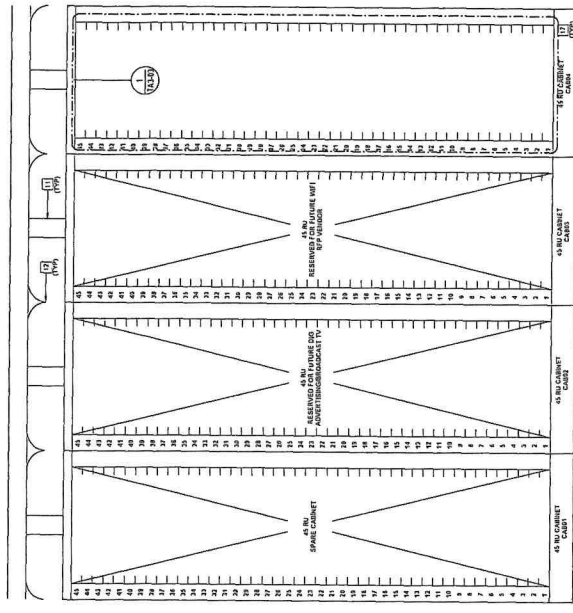
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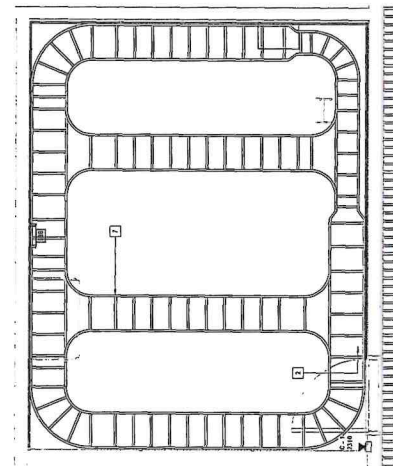


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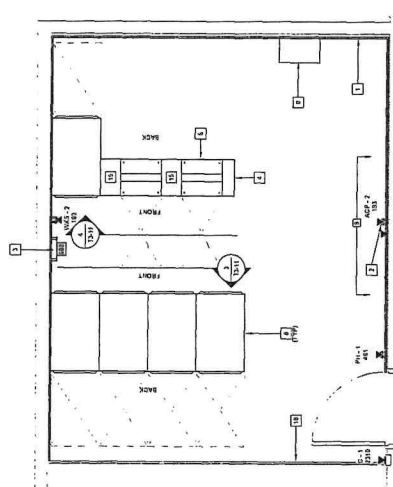
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③ IDF CABINET ROW ELEVATION IDF 1-2



LEVEL 1 - ENLARGED TELECOM ROOM RCP - IDF 1-2

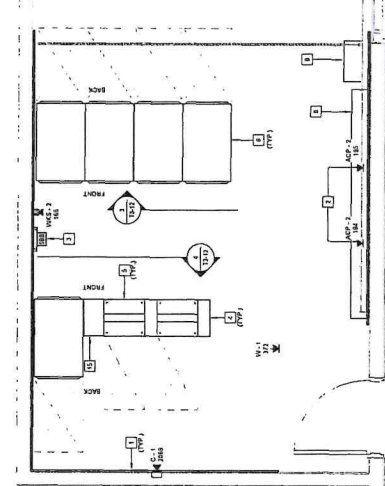


1 LEVEL 1 - ENLARGED IDF ROOM PLAN - IDF 1-2

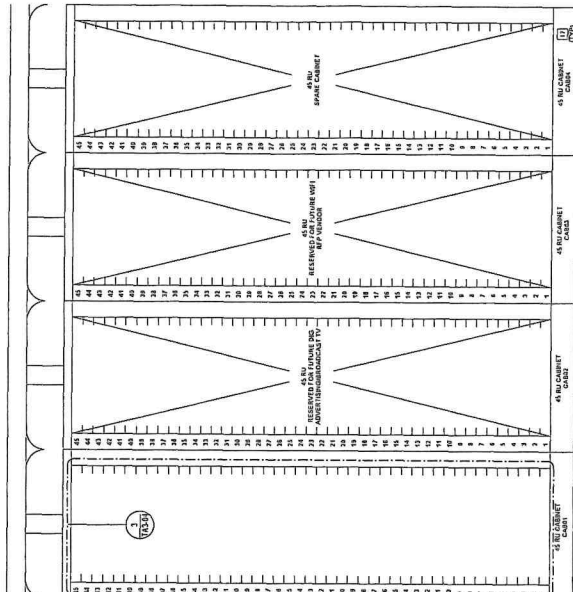
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SHEET TITLE:
LEVEL 1 - ENLARGED IDF
ROOM PLAN - IDF 1-5

1 IDF 1-5 - ENLARGED ROOM PLAN
1/2" = 1'-0"



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



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		1	30% SCHEDULED DESIGN
		2	45% DESIGN DEVELOPMENT
		3	ISSUED FOR PERMIT
		4	ISSUED FOR PERMIT #1
		5	ISSUED FOR PERMIT #2
		6	ISSUED FOR PERMIT #3
		7	ISSUED FOR PERMIT #4
		8	ISSUED FOR PERMIT #5

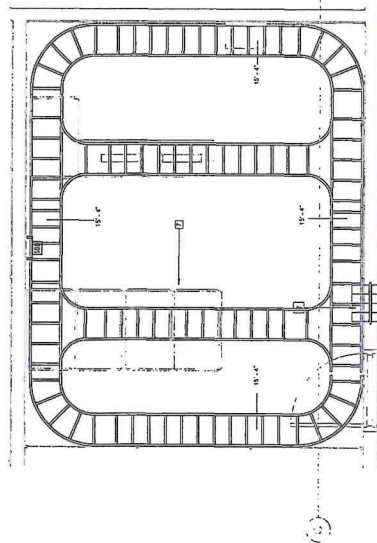


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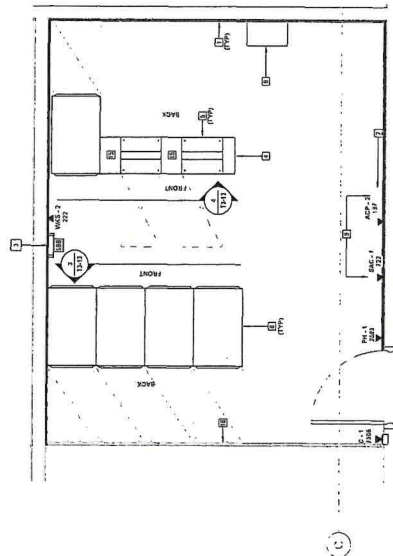
**TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY**

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

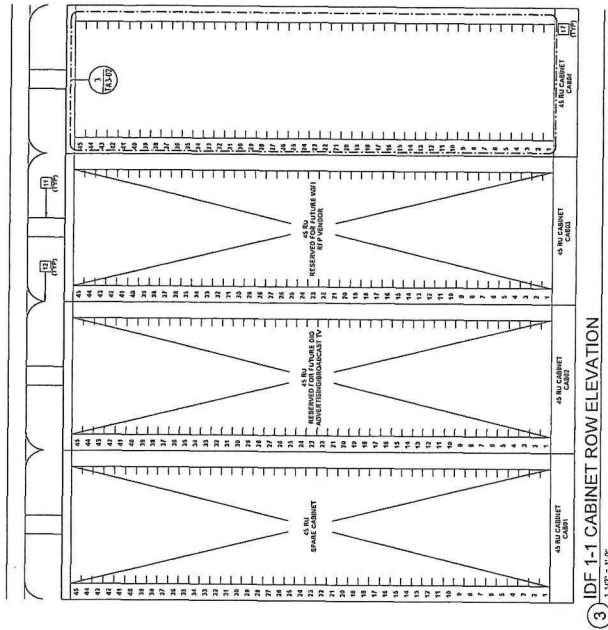
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2 $\frac{1/2" = 1'-0"$
LEVEL 1 - ENLARGED IDF 1-1 ROOM RCP



1 LEVEL 1 - ENLARGED IDF 1-1 ROOM PLAN
1/2" = 1'-0"



③ IDF 1-1 CABINET ROW ELEVATION

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Date of issue: 10/23/2024



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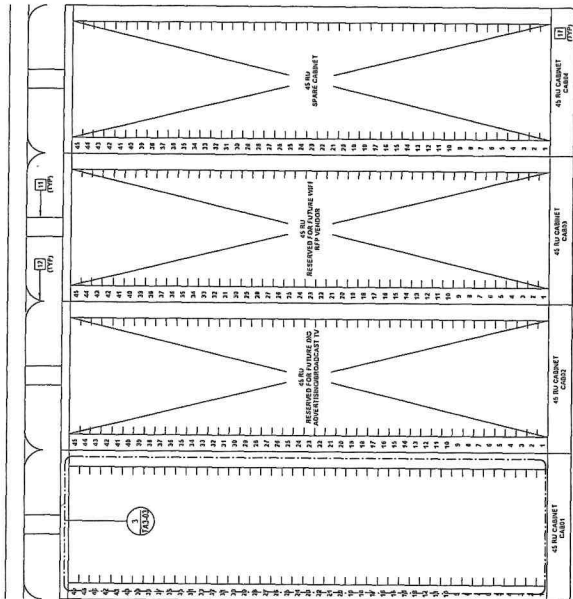
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HOLLYWOOD WAY
CA 91505

SHEET TITLE:
LEVEL 1 - ENL
ROOM PLAN -

LARGED IDF
IDF 1-3

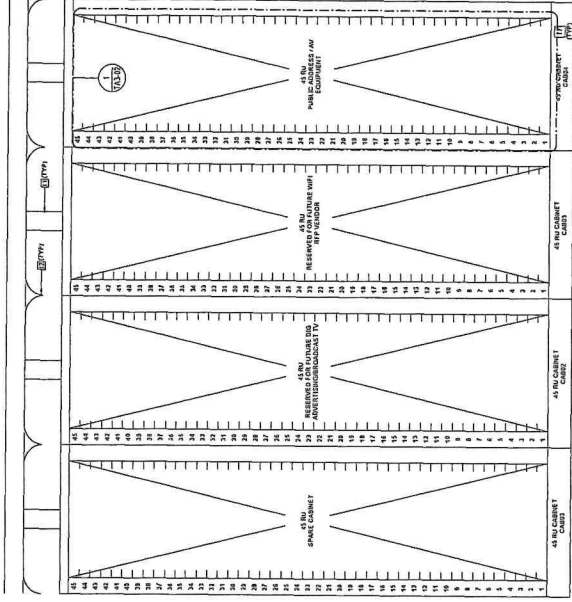
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② LEVEL 1 - ENLARGED TELECOM ROOM RCP - IDF 1-3
1/2" ± 1/8"

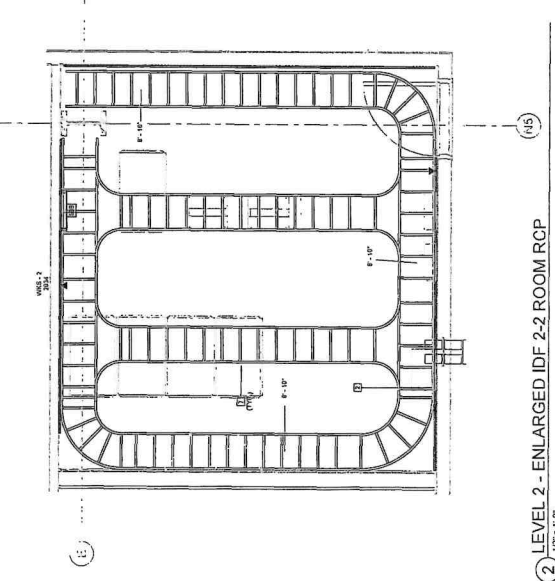


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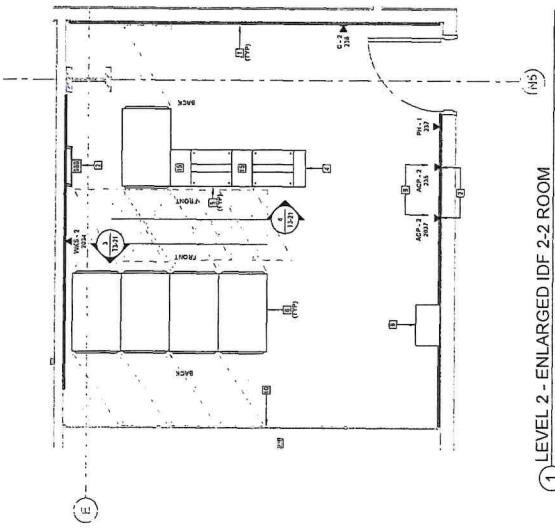
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3 IDF 2-2 CABINET ROW ELEVATION
1 1/2" = 1'-0"



2 LEVEL 2 - ENLARGED IDF 2-2 ROOM RCP
1 1/2" = 1'-0"



1 LEVEL 2 - ENLARGED IDF 2-2 ROOM
1 1/2" = 1'-0"

- GENERAL NOTE:
1. ALL DATA CABLES AND RACKS IN THIS ROOM ARE TO BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
- INSTALLATION NOTES:
1. PROVIDE 3" MIN. CLEARANCE BETWEEN ALL CABLES AND RACKS.
 2. PROVIDE 18" MIN. CLEARANCE BETWEEN ALL CABLES AND RACKS.
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 82. PROVIDE 18" MIN. CLEARANCE BETWEEN ALL CABLES AND RACKS.
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 99. PROVIDE 18" MIN. CLEARANCE BETWEEN ALL CABLES AND RACKS.
 100. PROVIDE 18" MIN. CLEARANCE BETWEEN ALL CABLES AND RACKS.

This Document was prepared by or on behalf of the undersigned engineer, TYLER KELLY.

The document is incomplete and may not be used for regulatory approval, permit or construction without the undersigned engineer's approval.

Date of issue: 10/23/2024

REVISIONS		ISSUES	
NO.	DESCRIPTION	NO.	DESCRIPTION
1	ISSUED FOR PERMIT	1	ISSUED FOR PERMIT
2	ISSUED FOR PERMIT	2	ISSUED FOR PERMIT
3	ISSUED FOR PERMIT	3	ISSUED FOR PERMIT
4	ISSUED FOR PERMIT	4	ISSUED FOR PERMIT
5	ISSUED FOR PERMIT	5	ISSUED FOR PERMIT
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9	ISSUED FOR PERMIT	9	ISSUED FOR PERMIT
10	ISSUED FOR PERMIT	10	ISSUED FOR PERMIT

TERMINAL BUILDING	
BURLINGAME RPT	
2827 N. HOLLYWOOD WAY	
Burlingame, CA 94005	

Faith Group	
CORGAN	
CANON DESIGN	
HOLDERS	
HOLLYWOOD BURBANK AIRPORT	

SHEET TITLE:	
LEVEL 2 - ENLARGED IDF 2-2 ROOM PLAN	
DATE	10/23/2024
DRAWN BY	TK
CHECKED BY	HF
TER	10/23/2024

RETURN TO INVOICE	
T0-00	

