



September 17, 2026

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

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, September 21, 2026, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

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

Dial in: (818) 862-3332

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

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of September 21, 2026

9.00 A.M.

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



Members in-person attendance or participation at meeting of the Commission is allowed, members of the public are requested to observe the following rules of decorum:

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



The following activities are prohibited:

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



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



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

AGENDA

Monday, September 21, 2026

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT (Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.)
5. CONSENT CALENDAR (Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)
 - a. Committee Minutes
(For Note and File)
 - 1) Executive Committee **[See page 1]**
 - (i) August 5, 2026
 - 2) Operation and Development Committee **[See page 5]**
 - (i) July 20, 2026
 - 3) Finance and Administration Committee **[See page 8]**
 - (i) July 20, 2026
 - 4) Legal, Government and Environmental Affairs Committee **[See page 12]**
 - (i) June 1, 2026
 - b. Commission Minutes
 - 1) August 24, 2026 **[See page 14]**
 - 2) August 17, 2026 **[See page 16]**
 - c. Approval of On-Site Commercial Activities Permit Template **[See page 28]**
 - d. Amendment No. 1 to Boingo LLC
DAS & WIFI Concession Agreement **[See page 40]**
 - e. Award of Purchase Order
Interactive Employee Training Database Upgrade **[See page 47]**

6. ITEMS FOR COMMISSION APPROVAL

- a. Amendment to Lease Nos. LCA01775 & LCA02701
General Services Administration *[See page 49]*
- b. Terminal Space Lease
General Services Administration *[See page 51]*
- c. Burbank Living Wage Ordinance Support Letter *[See page 53]*

7. ITEMS FOR COMMISSION DISCUSSION

- a. Committee Membership Rules and Operation Guidelines *[See page 55]*
- b. Retail Concession Worker Retention *[See page 64]*

8. ITEMS FOR COMMISSION INFORMATION

- a. State Legislative Representation Services Contract Update
- b. Implementation of Common Use Facility Policy
- c. Production Schedule for Airport History Book *[See page 71]*
- d. Replacement Passenger Terminal Construction Update

9. CLOSED SESSION

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

10. ITEMS PULLED FOR DISCUSSION

11. EXECUTIVE DIRECTOR COMMENTS

12. COMMISSIONER COMMENTS

(Commissioners may make a brief announcement, make a brief report on their activities, and request an agenda item for a future meeting.)

13. PUBLIC COMMENT

- 14. ADJOURNMENT: To October 19, 2026, for the next regularly scheduled meeting of the Burbank-Glendale-Pasadena Airport Authority, 2827 N Hollywood Way, Airport Skyroom

COMMISSION NEWSLETTER

Monday, September 21, 2026

[Regarding agenda items]

5. CONSENT CALENDAR

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

- a. COMMITTEE MINUTES. A copy of the approved minutes of the Executive Committee special meeting of August 5, 2026; a copy of the approved minutes of the Operations and Development Committee meeting of July 20, 2026; a copy of the approved minutes of the Finance and Administration Committee meeting of July 20, 2026; and a copy of the approved minutes of the Legal, Government and Environmental Affairs Committee meeting of June 1, 2026, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. Draft copies of the August 24, 2026, and August 17, 2026, Commission meeting minutes are included in the agenda packet for review and approval.
- c. APPROVAL OF ON-SITE COMMERCIAL ACTIVITIES PERMIT TEMPLATE. A staff report is included in the agenda packet. At its meeting on August 17, 2026, the Finance and Administration Committee Voted (2–0, 1 absent) to recommend that the Commission approve an On-Site Commercial Activities Permit (“OSCAP”) template and authorize the Executive Director to award an OSCAP to each company that provides support services for airlines operating at the Airport.
- d. AMENDMENT NO.1 TO BOINGO LLC DAS & WIFI CONCESSION AGREEMENT. A staff report is included in the agenda packet. At its meeting on August 17, 2026, the Finance and Administration Committee voted (2–0, 1 absent) to recommend that the Commission 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.
- e. AWARD OF PURCHASE ORDER – INTERACTIVE EMPLOYEE TRAINING DATABASE UPGRADE. A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to authorize the issuance of a Purchase Order to the American Association of Airport Executives for revisions to the proprietary Interactive Employee Training system in use at the airport for required safety and security training. The lump sum cost for the revisions to incorporate the changes related to the cutover to the Replacement Passenger Terminal (“RPT”) is \$162,950.

6. ITEMS FOR COMMISSION APPROVAL

- a. AMENDMENT TO LEASE NOS. LCA01775 & LCA02701 GENERAL SERVICES ADMINISTRATION. A staff report is included in the agenda packet. Staff seeks Commission approval of proposed Lease Amendments (“Amendments”) with the General Services Administration (“GSA”). As of the preparation of this report, GSA has not indicated whether it will accept new language stating that the diversity, equity, and inclusion (“DEI”) clause is incorporated pursuant to, and is subject to the validity of, Executive Order No. 14398. In the interest of avoiding an interruption of the existing leases with GSA, Staff requests that the Commission approve execution of the Amendments with the new DEI clause language if it is accepted by GSA, and approve execution of the Amendments as originally presented if GSA does not accept that new language.
- b. TERMINAL SPACE LEASE – GENERAL SERVICES ADMINISTRATION. A staff report is included in the agenda packet. Staff seeks Commission approval of a revised new Terminal Space Lease (“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. The proposed new Lease now has language stating that the diversity, equity, and inclusion clause is incorporated pursuant to, and is subject to the validity of Executive Order No. 14398.
- c. BURBANK LIVING WAGE ORDINANCE SUPPORT LETTER. A staff report is included in the agenda packet. At its special meeting on September 8, 2026, the Commission directed Staff to agendize an item for consideration of a letter to the Burbank City Council supporting the adoption of a living wage ordinance.

7. ITEMS FOR COMMISSION DISCUSSION

- a. COMMITTEE MEMBERSHIP RULES AND OPERATION GUIDELINES. A staff report is included in the agenda packet. Staff seeks direction on a potential update of the Commission’s committee membership rules and operation guidelines.
- b. RETAIL CONCESSION WORKER RETENTION. A staff report is included in the agenda packet. At its special meeting on September 8, 2026, the Commission directed staff to agendize an item for an update on worker retention for the Replacement Passenger Terminal (“RPT”) retail concession program. Marshall Retail Group, the concessionaire for the RPT retail concession program, submitted evidence of a labor peace agreement as required by the Commission and has exceeded the requirements of the concession agreement’s worker retention policy.

8. ITEMS FOR COMMISSION INFORMATION

- a. STATE LEGISLATIVE REPRESENTATION SERVICES CONTRACT UPDATE. No staff report attached. At its meeting of August 17, 2026, the Commission requested the item to consider extending the agreement for an optional one-year term with California Public Policy Group (“CPPG”) be brought back for further discussion. Since that meeting, the contract with CPPG has expired. Staff will outline a proposed timeline through a Request for Proposal process to retain state legislative representation services.

- b. **IMPLEMENTATION OF COMMON USE FACILITY POLICY.** No staff report attached. The Authority has in place at the current terminal a “Joint and Common Use Facility Policy” which is under the Airport Rules and Regulations Manual. The purpose of this policy is to allocate assets of the terminal fairly amongst the airlines based on the type of agreement each has with the Authority, i.e., Airport Use Agreement (“AUA”) versus a 30-day Operating Permit. One of the changes under the Replacement AUA for the Replacement Passenger Terminal is the facility will be operated as a fully Common-Use Facility, ticketing counters, check-in kiosks, gates and associated hold rooms, baggage make up positions, baggage claim carousels, as well as flight information and baggage information displays are Common-Use Facilities that will be allocated to the airlines based on schedule and type of Agreement with the Authority. Attached is the final version of the policy that will go into effect on October 13, 2026, with the relocation to the RPT. This document is the result of numerous meetings with the airlines and internally amongst Staff to ensure equitable allocation of facilities, including time of use of those facilities, with the Authority maintaining final control through its Executive Director. This is an information item with the document scheduled to be distributed to the airlines serving the RPT.
- c. **PRODUCTION SCHEDULE FOR AIRPORT HISTORY BOOK.** No staff report attached. A production schedule for the publication of the Airport History Book is attached for Commission information.
- d. **REPLACEMENT PASSENGER TERMINAL CONSTRUCTION UPDATE.** No staff report attached. Staff and Jacobs Project Management will provide an update on the progress of the construction of the Replacement Passenger Terminal Project.

Approved on September 2, 2026

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

WEDNESDAY, AUGUST 5, 2026

A regular meeting of the Executive Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:07 a.m., by Commissioner Hampton.

1. ROLL CALL

Present:	Commissioners Hampton, Ovrom, and Quintero
Absent	None
Also Present:	Staff: John Hatanaka, Executive Director; Nerissa Sugars, Senior Director, Communications and Air Service; Scott Kimball, Deputy Executive Director, Business Development; Kathy David, Senior Deputy Executive Director; Patrick Lammerding, Deputy Executive Director, Operations, Security, and SMS Roger Johnson, Executive Program Manager; Perry Martin, Sr. Program Manager, Jacobs Project Management Co. Stephen Chavez, Chief Creative Officer, Anyone Collective LLC Authority Counsel: Terence Boga, Esq., Richards, Watson & Gershon

2. Approval of Agenda

Motion	Commissioner Quintero moved approval of the agenda; seconded by Commissioner Ovrom.
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Motion Approved	The motion was approved (3-0).
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3. Public Comment

There were no public comments.

4. Approval of Minutes

a. July 1, 2026

The agenda packet included a draft copy of the July 1, 2026, Committee meeting minutes for review and approval.

Motion	Commissioner Quintero moved approval of the minutes; seconded by Commissioner Ovrom.
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Motion Approved	The motion was approved (3-0).
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5. Items for Approval

a. **Second Amendment to Professional Services Agreement - Airport Marketing Consultant Services**

Staff sought an Executive Committee recommendation to the Commission to approve a proposed Amendment No. 2 to the current Professional Services Agreement in the not-to-exceed amount of \$985,000 with Anyone Collective, LLC for services supporting the Authority's promotion of the opening and operational cutover to the Replacement Passenger Terminal in October, and for the Authority's FY 2027 general marketing and branding program.

Motion

Commissioner Quintero moved approval of the recommendation, seconded by Commissioner Ovrom.

Motion Approved

The motion was approved (3-0).

b. **Fourth Amendment to Lease Agreement - Herc Rentals, Inc.**

Staff sought an Executive Committee recommendation to the Commission to approve a proposed Amendment No. 4 to the Lease Agreement ("Lease") between Herc Rentals, Inc. ("HERC") and the Authority to increase the rent credit from \$582,000 to \$980,000 for the cost of construction and installation of a block wall along a portion of HERC's leasehold perimeter per the terms of the Third Amendment to the Lease.

Motion

Commissioner Quintero moved approval of the recommendation, seconded by Commissioner Ovrom.

Motion Approved

The motion was approved (3-0).

c. **Approval of Electrical Interconnection & Metering Agreement - City of Burbank**

Staff sought an Executive Committee recommendation to the Commission to approve an Electrical Interconnection & Metering Agreement with the City of Burbank to interconnect and operate Solar Electrical Generating Facilities at the Replacement Passenger Terminal.

Motion

Commissioner Quintero moved approval of the recommendation, seconded by Commissioner Ovrom.

Motion Approved

The motion was approved (3-0).

d. Approval of Contractor Change Request (CCR-00094) for Temporary Power and Third-Party QC Inspection Impacts Replacement Passenger Terminal Project

Staff sought an Executive Committee recommendation to the Commission to approve Contractor Change Request (“CCR”) No. 00094 in the amount of \$7,913,630 to Holder, Pankow, TEC – A Joint Venture (“HPTJV”) for cost impacts associated with temporary construction power and expanded third-party Quality Control inspection requirements on the Replacement Passenger Terminal Project. The CCR does not include a request for additional contract time.

These requested costs reflect the negotiated resolution of impacts that were not reasonably foreseeable at the time of Guaranteed Maximum Price development. The resolution was developed through a collaborative evaluation process involving HPTJV, the Authority, and Jacobs Project Management Co.

The requested CCR amount represents a negotiated, data-driven adjustment based on the parties’ review of actual costs, supporting documentation, contractual responsibility, and the circumstances underlying the asserted impacts.

Motion

Commissioner Quintero moved approval of the recommendation, seconded by Commissioner Ovrom.

Motion Approved

The motion was approved (3-0).

6. Items for Information

a. Replacement Passenger Terminal Project Construction Update

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

b. Replacement Passenger Terminal Project Concession Update

Jacobs Project Management provided a concessions update.

c. Replacement Passenger Terminal Project ADA Update

Jacobs Project Management provided an update on the ADA-compliant kiosk in the Replacement Passenger Terminal.

d. Committee Pending Items

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

7. Closed Session

**a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation (California Government Code Section 54956.9(d)(4)): 1 potential case**

The Committee recessed to closed session at 10:39 a.m., returning to open session at 11:00 a.m. with no reportable action.

8. Adjournment

The meeting adjourned at 11:01 a.m.

Adjournment: To Wednesday, September 2, 2026, for the next regularly scheduled meeting of the Executive Committee, 2627 N. Hollywood Way, Airport Skyroom.

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

MONDAY, JULY 20, 2026

A regular meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:35 a.m., by Commissioner Asatryan.

1. ROLL CALL

Present: Commissioners Hampton (arrived at 8:42 a.m.)
Talamantes, Asatryan

Absent: None

Also Present: Staff: John Hatanaka, Executive Director;
Mary Lugo, Sr. Manager, Maintenance Department;
Stephanie Gunawan-Piraner, Deputy Executive
Director, Planning and Development; Vincent
Nguyen, PE, Director of Engineering

2. Approval of Agenda

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

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

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. June 15, 2026

The agenda packet included a draft copy of the June 15, 2026, Committee meeting minutes for review and approval.

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

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

5. Items for Approval

a. Approval of Amendment No. 1 Landscape Maintenance Services Agreement

Staff sought a recommendation from the Operations and Development Committee to the Commission for approval of a proposed Amendment No. 1 ("Amendment") to the Landscape Maintenance Services Agreement ("Agreement") with Parkwood Landscape Maintenance, Inc. The Amendment extends the Agreement for landscape maintenance services at the Airport from October 13, 2026, through April 30, 2028, and includes the new landscaping being installed at the Replacement Passenger Terminal. The revised cost for the 18-month extension is \$663,786, billed at a rate of \$36,877 per month.

Motion

Commissioner Asatryan moved approval;
seconded by Commissioner Hampton.

Motion Approved

The motion was approved (3-0).

b. Approval of Amendment No. 2 and Task Order Allowance Janitorial Services Agreement C&W Facility Services, Inc.

Staff sought a recommendation from the Operations and Development Committee to the Commission for approval of:

1. A proposed Amendment No. 2 ("Amendment") to the Janitorial Services Agreement with C&W Facility Services, Inc. to extend janitorial services at the Airport and expand the scope of services to be performed at the Replacement Passenger Terminal. The cost for the 18-month extension and additional services will total \$5,980,586.76, billed at a monthly rate of approximately \$332,255, excluding janitorial consumables and supplies. Janitorial consumables and supplies will be reimbursed at cost and are currently estimated to be approximately \$41,500 per month. The term of the Amendment is from October 13, 2026, through April 30, 2028.
2. An allowance of \$200,000 for cleaning services up to October 13, 2026, for pre- and post-RPT event-related cleaning services, including the stocking of supplies, and any additional training, issued on a task order as-needed basis.

Motion

Commissioner Asatryan moved approval;
seconded by Commissioner Talamantes.

Motion Approved

The motion was approved (3-0).

**c. Approval of Amendment No. 1
Professional Services Agreement
Taxiway A and C Extension Design
Services**

Staff sought an Operations and Development Committee recommendation to the Commission to approve a proposed Amendment No. 1 ("Amendment") to the Professional Services Agreement ("PSA") with HNTB Corporation for design of the Taxiway A and C Extension/Construction Projects. The Amendment proposes an increase of \$170,000 to the PSA for design engineering services to cover unforeseen design changes. The Amendment would result in a total contract value not-to-exceed \$3,515,260.

Motion

Commissioner Hampton moved approval;
seconded by Commissioner Talamantes.

Motion Approved

The motion was approved (3-0).

6. Items for Information

a. Committee Pending Items

Staff reviewed future items to be presented to the Committee.

7. Adjournment

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

Adjournment: To August 17, 2026, for the next regularly scheduled meeting of the Operations and Development Committee, 2627 N Hollywood Way, Airport Skyroom.

Approved on August 17, 2026

**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 Deputy Executive Director; David Kwon, Deputy Executive Director, Finance and Administration; Scott Kimball, Deputy Executive Director, Business Development; Lanna Aguilera, Director, Procurement; 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

– 1 –

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 N Hollywood Way, Airport SkyRoom.

Approved on August 17, 2026

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

MONDAY, JUNE 1, 2026

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 8:35 a.m., by Commissioner Gabel-Luddy.

1. ROLL CALL

Present: Commissioners Gabel-Luddy, Najarian and Lyon

Absent: None

Also Present: Perry Martin, Jacobs Sr. Program Manager

Authority Counsel: Terence Boga, Esq.,
Richards, Watson & Gershon

2. Approval of Agenda

Motion Commissioner Lyon moved approval of the agenda; seconded by Commissioner Najarian.

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

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. May 18, 2026

The agenda packet included a draft copy of the May 18, 2026, Committee meeting minutes for review and approval.

Motion Commissioner Najarian moved approval of the minutes; seconded by Commissioner Lyon.

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

5. Items for Approval

a. Approval of License Agreement Amendment -Temporary Water Connection – City of Burbank

Staff sought a Legal, Government and Environmental Affairs Committee recommendation to the Commission to approve the proposed Amendment No. 1 (“Amendment”) to the License Agreement with the City of Burbank for temporary access and use of the Authority’s property to

install potable and fire protection water connections to the Replacement Passenger Terminal at the entrance to the new terminal located at Hollywood Way and Winona Ave intersection.

At its meeting on May 19, 2026, the Burbank City Council, as part of its Consent Calendar, approved the proposed Amendment.

Subject to the Committee's recommendation, this item was also included in the Commission agenda for its meeting immediately following the Committee's meeting.

Motion

Commissioner Najarian moved approval of the of the recommendation; seconded by Commissioner Lyon.

Motion Approved

The motion was approved (3–0).

6. Items for Information

a. Committee Pending Items

The Committee briefly discussed the future pending items.

7. Adjournment

The meeting was adjourned at 8:42 a.m.

Adjournment: To Monday, June 15, 2026, for the next regularly scheduled meeting of the Legal, Government and Environmental Affairs Committee, 2627 Hollywood Way, Burbank Room.

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

MONDAY, AUGUST 24, 2026

A special meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order on this date in the Pasadena Room, Marriott Burbank Airport Hotel, 2500 N. Hollywood Way, Burbank, California, at 9:00 a.m., by President Hampton.

1. ROLL CALL

Present: Commissioners Hampton, Quintero, Ovrom, Gabel-Luddy, Talamantes, Brotman, Wilson (arrived 9:01 a.m.), Asatryan (arrived 9:02 a.m.), Lyon (arrived 9:10 a.m.)

Absent: None

Also Present: Terence Boga, Counsel, Richards Watson & Gershon
Rod Dinger, ADK Consulting & Executive Search

2. PLEDGE OF ALLEGIANCE

Commissioner Hampton led the Pledge of Allegiance.

3. APPROVAL OF AGENDA

The agenda was approved as presented.

Motion

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

Motion Approved

The motion was approved (9–0).

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

NOES: None

ABSENT: None

4. PUBLIC COMMENT

(Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.) None

5. CLOSED SESSION

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

NOTE: There was nothing to report from Closed Session.

6. COMMISSIONER COMMENTS

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

7. ADJOURNMENT

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

Adjournment: To September 8, 2026, for a special meeting of the Burbank-Glendale-Pasadena Airport Authority – 2627 N Hollywood Way, Airport SkyRoom.

Tyron Hampton, President	Bud Ovrom, Secretary
Date	Date

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

MONDAY, AUGUST 17, 2026

A regular meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:11 a.m., by Vice President Quintero.

1. ROLL CALL

Present: Commissioners Quintero, Brotman, Asatryan, Ovrom, Lyon, Talamantes, Wilson, Gabel-Luddy

Absent: Commissioner Hampton

Also Present: Staff: John Hatanaka, Executive Director; David Kwon, Deputy Executive Director, Finance and Administration; Scott Kimball, Deputy Executive Director, Business Development; Stephanie Gunawan-Piraner, Deputy Executive Director, Planning & Development; Nerissa Sugars, Director, Communications and Air Service; Lanna Aguilera, Director, Procurement; Kyle Porter, Manager, Noise & Environmental Affairs; Mary Lugo, Assistant Manager, Maintenance Operations;

Roger Johnson, Jacobs Program Management Co.; Perry Martin, Sr. Program Manager, Jacobs Project Management Co.

Stephen Chavez, Chief Creative Officer, Anyone Collective

Chelsea Straus, Counsel, Richards Watson Gershon

2. PLEDGE OF ALLEGIANCE

Commissioner Talamantes led the Pledge of Allegiance.

3. APPROVAL OF AGENDA

The agenda was approved as presented.

Motion

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

Motion Approved

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

AYES: Quintero, Brotman, Asatryan,
Ovrom, Lyon, Talamantes,
Wilson, Gabel-Luddy

NOES: None

ABSENT: Hampton

4. PUBLIC COMMENT

(Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.) None

5. CONSENT CALENDAR

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

a. Committee Minutes (For Note and File)

1) Executive Committee

(i) July 1, 2026

Approved minutes of the July 1, 2026, Executive Committee meeting were included in the agenda packet for information purposes.

2) Operations and Development Committee

(i) June 15, 2026

Approved minutes of the June 15, 2026, Operations and Development Committee meeting were included in the agenda packet for information purposes.

3) Finance and Administration Committee

(i) June 15, 2026

Approved minutes of the June 15, 2026, Finance and Administration Committee meeting were included in the agenda packet for information purposes.

b. Commission Minutes

1) July 20, 2026

A draft copy of the minutes of the Commission meeting of July 20, 2026, were included in the agenda packet for review and approval.

c. Treasurer's Report

1) May 2026

At its meeting on July 20, 2026, the Finance and Administration Committee voted (3–0) to recommend that the Commission notes and file these reports.

d. Award of Extension – Legislative Representative Service Contract

At the request of Commissioner Brotman and Commissioner Asatryan, this item was pulled for further discussion and will be presented at the next regularly scheduled Commission meeting.

e. Approval of Amendment No. 1 Professional Services Agreement Taxiway A and C Extension Design Services

At its meeting on July 20, 2026, the Operations and Development Committee voted (3–0) to recommend that the Commission approve Amendment No. 1 (“Amendment”) to the Professional Services Agreement (“PSA”) with HNTB Corporation for design of the Taxiway A and C Extension / Construction Projects. The Amendment proposes an increase of \$170,000 to the PSA for design engineering services to cover unforeseen design changes. The Amendment would result in a total contract value not-to-exceed \$3,515,260.

f. Amendment No. 1 to Space Lease American National Red Cross

At its meeting on July 20, 2026, the Finance and Administration Committee voted (3–0) to recommend that the Commission approve 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.

g. Non-Exclusive Peer-to-Peer Vehicle Sharing License Agreement – Turo, Inc.

At its meeting on July 20, 2026, the Finance and Administration Committee voted (3–0) to recommend that the Commission approve a 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.

- h. Amendment to Lease Nos. LCA0775 & LCA02701 General Services Administration**
- At the request of Commissioner Brotman, this item was pulled for further discussion and will be presented at a special Commission meeting scheduled for September 8, 2026.
- i. Fourth Amendment to Lease Agreement – HERC Rentals, Inc.**
- At its meeting on August 5, 2026, the Executive Committee voted (3–0) to recommend that the Commission approve Amendment No. 4 to the Lease Agreement between Herc Rentals, Inc. (“HERC”) and the Authority to increase the rent credit from \$582,000 to \$980,000 for the cost of construction and installation of a block wall along a portion of HERC's leasehold perimeter per the terms of the Third Amendment to the Lease.
- j. Award of Temporary Construction Access Easement Agreement**
- At its meeting on August 17, 2026, immediately preceding the Commission meeting, the Legal, Government and Environmental Affairs Committee voted (3–0) to recommend that the Commission approve the ratification of a Temporary Construction Access Easement Agreement executed by the Executive Director with Herc Rentals Inc., for temporary access and use of the Authority's property to construct a block wall adjacent to the Replacement Passenger Terminal project site.
- k. Approval of Copier Lease and Maintenance Services Purchase Order – Canon USA, Inc.**
- At its meeting on July 20, 2026, the Finance and Administration Committee voted (3–0) to recommend that the Commission approve 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 needs while advancing fiscal and sustainability goals through the implementation of a centralized printing strategy that reduces the number of individual desktop printers and provides a standardized printing environment for Airport staff and related users. The lease payment for the sixty-month term

which will commence on September 1, 2026, is \$5,210.96 per month, excluding applicable taxes. Maintenance services, which include toner replacements and maintenance labor and parts, will be billed separately based on actual pages printed with no additional minimum monthly base charges.

I. Approval of Electrical Interconnection & Meeting Agreement – City of Burbank

At its meeting on August 5, 2026, the Executive Committee voted (3–0) to recommend that the Commission approve an Electrical Interconnection & Metering Agreement with the City of Burbank to interconnect and operate Solar Electrical Generating Facilities at the Replacement Passenger Terminal.

m. Flash Parking, Inc. and Blink Network, LLC – Software Subscription and End User Agreements

At the request of Commissioner Brotman, this item was pulled for further discussion under Item No. 9 Items Pulled for Discussion.

n. Ratification of Contingency Utilization Security Screening Checkpoint Equipment Transportation and Installation

Staff presented for ratification by the Commission, the Executive Director's authorization to utilize \$100,403 of the Commission's pre-authorized contingency of \$206,500 for the Replacement Passenger Terminal security screening checkpoint equipment transportation / installation contract.

o. Increase in ACE Parking FY 2027 Budget Appropriations to Support Supplemental Shuttle Services

At its meeting immediately preceding the Commission meeting, the Operations and Development Committee voted (2–0, 1 absent) to approve to increase the FY 2027 budget appropriations for ACE Parking III, LLC by \$275,000 for the addition of supplemental shuttle services identified through the Operational Readiness, Activation and Transition process to support Replacement Passenger Terminal ("RPT") Day One operations. The additional shuttles will supplement the three shuttles currently programmed in the FY 2027 budget serving routes to remote parking lots during peak passenger hours following the opening of the RPT in October 2026.

Motion Commissioner Gabel-Luddy moved approval of the Consent Calendar (except Item Nos. 5.d., 5.h., and 5.m.); seconded by Commissioner Asatryan.

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

AYES: Quintero, Brotman, Asatryan,
Ovrom, Lyon, Talamantes,
Wilson, Gabel-Luddy

NOES: None

ABSENT: Hampton

6. ITEMS FOR COMMISSION APPROVAL

- a. **Approval of Amendment No. 1 Landscape Maintenance Services Agreement**
- At its meeting on July 17, 2026, the Operations and Development Committee voted (3–0) to recommend that the Commission approve Amendment No. 1 (“Amendment”) to the Landscape Maintenance Services Agreement (“Agreement”) with Parkwood Landscape Maintenance, Inc. The Amendment extends the Agreement for landscape maintenance services at the Airport from October 13, 2026, through April 30, 2028 and includes the new landscaping being installed at the Replacement Passenger Terminal. The revised cost for the 18-month extension is \$663,786, billed at a rate of \$36,877 per month.

Motion Commissioner Wilson moved approval; seconded by Commissioner Brotman.

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

AYES: Quintero, Brotman, Asatryan,
Ovrom, Lyon, Talamantes,
Wilson, Gabel-Luddy

NOES: None

ABSENT: Hampton

- b. **Approval of Amendment No. 2 and Task Order Allowance Janitorial Services Agreement – C&W Facility Services, Inc.**
- At its meeting on July 17, 2026, the Operations and Development Committee voted (3–0) to recommend that the Commission approve: 1) A proposed

Amendment No. 2 (“Amendment”) to the Janitorial Services Agreement with C&W Facility Services, Inc. (“C&W”) to extend janitorial services at the Airport and expand the scope of services to be performed at the Replacement Passenger Terminal (“RPT”). The cost for the 18-month extension and additional services will total \$5,980,586.76, billed at a monthly rate of approximately \$332,255, excluding janitorial consumables and supplies. Janitorial consumables and supplies will be reimbursed at cost and are currently estimated to be approximately \$41,500 per month. The term of the Amendment is from October 13, 2026, through April 30, 2028; and 2) An allowance of \$200,000 for cleaning services up to October 13, 2026, for pre- and post-RPT event-related cleaning services, including the stocking of supplies, and any additional training, issued on a task order as-needed basis.

Motion

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

Motion Approved

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

AYES: Quintero, Brotman, Asatryan, Ovrom, Lyon, Talamantes, Wilson, Gabel-Luddy

NOES: None

ABSENT: Hampton

**c. Award of Replacement Contract
Envirosuite**

At its meeting on August 17, 2026, immediately preceding the Commission meeting, the Legal, Government and Environmental Affairs Committee voted (3–0) to recommend that the Commission approve Amendment No. 1 (“Amendment”) to the Airport Noise Office Services Agreement with Envirosuite, Inc. for the replacement of the Airport’s Air Traffic Control (“ATC”) audio recording system which is an integral part of the Airport’s Noise and Operations Management System. The proposed Amendment is for a not-to-exceed amount of \$106,195, which includes the equipment replacement, configuration, and installation of the ATC system at

a new location in the Replacement Passenger Terminal. Additionally, an approximate 9% contingency or \$10,000 contingency for unforeseen conditions for a total not-to-exceed amount of \$116,195 was approved.

Motion

Commissioner Ovrom moved approval;
seconded by Commissioner Brotman.

Motion Approved

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

AYES: Quintero, Brotman, Asatryan,
Ovrom, Lyon, Talamantes,
Wilson, Gabel-Luddy

NOES: None

ABSENT: Hampton

d. Second Amendment to Professional Services Agreement – Airport Marketing Consultant Services

At its meeting on August 5, 2026, the Executive Committee voted (3–0) to recommend that the Commission approve a proposed Amendment No. 2 to the current Professional Services Agreement in the not-to-exceed amount of \$985,000 with Anyone Collective, LLC for services supporting the Authority’s promotion of the opening and operational cutover to the Replacement Passenger Terminal in October, and for the Authority’s FY 2027 general marketing and branding program.

Motion

Commissioner Ovrom moved approval;
seconded by Commissioner Lyon.

Motion Approved

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

AYES: Quintero, Brotman, Asatryan,
Ovrom, Lyon, Talamantes,
Wilson, Gabel-Luddy

NOES: None

ABSENT: Hampton

e. Digital Content Management System Support and Services Agreement

At its meeting on July 20, 2026, the Finance and Administration Committee voted (3–0) to recommend that the Commission approve 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 Asatryan moved approval; seconded by Commissioner Talamantes.

Motion Approved

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

AYES: Quintero, Brotman, Asatryan, Ovrom, Lyon, Talamantes, Wilson, Gabel-Luddy

NOES: None

ABSENT: Hampton

f. Approval of Contractor Change Request (CCR-0094) for Temporary Power and Third-Party QC Inspection Impacts – Replacement Passenger Terminal

At its meeting on August 5, 2026, the Executive Committee voted (3–0) to recommend that the Commission approve Contractor Change Request (“CCR”) No. 00094 in the amount of \$7,913,630 to Holder, Pankow, TEC – A Joint Venture (“HPTJV”) for cost impacts associated with temporary construction power and expanded third-party Quality Control inspection requirements on the Replacement Passenger Terminal (“RPT”) Project. The CCR does not include a request for additional contract time.

These requested costs reflect the negotiated resolution of impacts that were not reasonably foreseeable at the time of Guaranteed Maximum Price development. The resolution was developed through a collaborative evaluation process involving HPTJV, the Authority, and Jacobs Project Management Co.

The requested CCR amount represents a negotiated, data-driven adjustment based on the parties’ review of actual costs, supporting documentation, contractual responsibility, and the circumstances underlying the asserted impacts.

Motion	Commissioner Ovrom moved approval; seconded by Commissioner Wilson.
Motion Approved	The motion was approved (7–1, 1 absent).
	AYES: Quintero, Brotman, Asatryan, Ovrom, Lyon, Wilson, Gabel- Luddy
	NOES: Talamantes
	ABSENT: Hampton

7. ITEMS FOR COMMISSION INFORMATION

- | | |
|--|--|
| a. Commission Procurement Training | Staff presented a procurement training presentation to the Commission. This training is required by the FAA for commissioners and airport sponsors managing FAA-funded projects. Such procurement training and compliance are critical to maintaining eligibility under the Airport Improvement Program (AIP) and related grant rules. |
| b. Replacement Passenger Terminal Construction Update | Staff provided an update on the progress of the construction of the Replacement Passenger Terminal. |
| c. Replacement Passenger Terminal Concessions Update | Staff provided an update on the progress of the concessions of the Replacement Passenger Terminal. |
| d. Replacement Passenger Terminal American with Disabilities Act (“ADA”) Update | Staff provided an update on the ADA program in the Replacement Passenger Terminal. |

8. CLOSED SESSION

The meeting convened to Closed Session at 11:28 a.m.

- a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation (California Government Code Section 54956.9(d)(4)):
1 potential case

Meeting reconvened to Open Session The meeting was reconvened to open session at 12:00 p.m. with all Commissioners present.

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

NOTE: The Executive Director informed the Commission that Item No. 5.h. would be presented for approval at a special Commission meeting scheduled for September 8, 2026. Item No. 5.d. will be rescheduled to the regularly scheduled Commission meeting on September 21.

9. ITEMS PULLED FOR DISCUSSION

5.m. Flash Parking, Inc. and Blink Network, LLC – Software Subscription and End User Agreements

At its meeting immediately preceding the Commission meeting, the Operations and Development Committee voted (2–0, 1 absent) to recommend that the Commission approve an annual subscription agreement with Flash Parking, Inc. for the Flash OS platform which is required to operate and manage the Authority's new Parking Access and Revenue Control System. The first-year cost of \$27,427 will be paid by the Authority's design-builder, Holder, Pankow, TEC – A Joint Venture (HPTJV). The Authority will pay future annual subscription fees, subject to increases of up to 5% per year.

Also recommended for approval: an agreement with Blink Network, LLC, that establishes administrative access and identifies the Authority's primary contacts for use of the Blink Charging Station Network Platform. Blink will receive 10% of EV charging session fees and an annual subscription fee of \$240 per charging port. Based on the 299 installed charging ports, the annual subscription cost is approximately \$71,760.

Motion

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

Motion Approved

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

AYES: Quintero, Brotman, Asatryan, Ovrom, Lyon, Wilson, Gabel-Luddy, Talamantes

NOES: None

ABSENT: Hampton

10. EXECUTIVE DIRECTOR COMMENTS

- Listed those items which will be presented at the special Commission meeting on September 8, 2026;
- TSA has approved a Law Enforcement Officer Reimbursement program effective September 1, 2026, with an annual allocation of \$164,250;
- In response to the situation at LaGuardia Airport wherein a fire truck was involved in a collision with arriving aircraft, the FAA has issued a grant in the amount of \$162,308 to Hollywood Burbank Airport for Vehicle Movement Transponders. This will enable Air Traffic Control to identify vehicle movement on the ground.

11. COMMISSIONER COMMENTS

(Commissioners may make a brief announcement, report on their activities, and request an agenda item for a future meeting.)

Commissioner Asatryan requested an update on the Airport History book.

12. PUBLIC COMMENT - None

13. ADJOURNMENT

The meeting was adjourned at 12:25 p.m.

Adjournment: To September 8, 2026, for a special meeting of the Burbank-Glendale-Pasadena Airport Authority – 2627 N Hollywood Way, Airport SkyRoom.

Tyron Hampton, President

Bud Ovrom, Secretary

Date

Date

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 21, 2026**

APPROVAL OF ON-SITE COMMERCIAL ACTIVITIES PERMIT TEMPLATE

Prepared by
Thomas J. Henderson
Director of Business & Properties

SUMMARY

At its meeting on August 17, 2026, the Finance and Administration Committee (“Committee”) voted (2–0, 1 absent) to recommend that the Commission approve an On-Site Commercial Activities Permit (“OSCAP”) template, copy attached, and authorize 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.

RECOMMENDATION

At its meeting on August 17, 2026, the Committee voted (2–0, 1 absent) to recommend that the Commission approve the OSCAP template and authorize 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:

--

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:	

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 21, 2026**

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

Prepared by
Thomas J. Henderson
Director of Business and Properties

SUMMARY

At its meeting on August 17, 2026, the Finance and Administration Committee (“Committee”) voted (2–0, 1 absent) to recommend that the Commission 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.

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

At its meeting on August 17, 2026, the Committee voted (2–0, 1 absent) to recommend that the Commission 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
SEPTEMBER 21, 2026**

**AWARD OF PURCHASE ORDER
INTERACTIVE EMPLOYEE TRAINING DATABASE UPGRADE**

Prepared by
Ray Hunting
Manager, Security and Badging

SUMMARY

Subject to the recommendation of the Operations and Development Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to authorize the issuance of a Purchase Order to the American Association of Airport Executives ("AAAE") for revisions to the proprietary Interactive Employee Training ("IET") system in use at the airport for required safety and security training. The lump sum cost for the revisions to incorporate the changes related to the cutover to the Replacement Passenger Terminal ("RPT") is \$162,950.

BACKGROUND

The IET system is an integral part of the Authority's Security Program. It is used to record and verify the training and testing of each individual airport worker who is authorized access certain areas of the airport. Issuance of each airport security identification badge is governed by and subject to audits by the Transportation Security Administration ("TSA") and the Federal Aviation Administration ("FAA").

The IET system at the airport has been in use since December 2005 to educate all new and current airport employees over a series of different training video modules in English and Spanish with each video followed by an interactive test which must be passed to continue. The IET system records test scores and maintains a database of an employee's past results. It also generates the records and reports that are subject to review and audit by both federal agencies.

The IET system will require the number of training and testing modules that must be completed based on an employee's required access at the airport, which can be up to two hours per individual. In response to the Covid pandemic in 2020, TSA approved the Authority utilizing AAAE's online platform which allows airport employees to complete the annual required training and testing remotely while maintaining compliance with FAA and TSA requirements. This platform improves the Security Badging Office's ability to process approximately 425 new and renewal badge applications per month.

With the RPT cutover, certain training videos and testing modules of the proprietary IET system need to be revised and updated to address operational, security and facility changes. The proposal specifies AAAE's scope of work to develop a new manuscript, on site videotaping, editing, language dubbing and verification of the applicable federal regulations.

-1-

SCHEDULE

Upon receipt of the Purchase Order, AAAE will initiate the steps to revise the IET system at the airport which includes the assignment of a project team to meet with Staff to prepare each module's development schedule, including review, approval and delivery of the final product for installation into the IET system.

FUNDING

Appropriations for the revisions to the AAAE IET system are included in the adopted FY 2027 budget.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately prior to the Commission meeting, Staff seeks Commission authorization to issue a Purchase Order for the required IET system update to AAAE.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 21, 2026**

**AMENDMENT TO LEASE NO. LCA01775 & LCA02701
GENERAL SERVICES ADMINISTRATION**

Presented by
Thomas J. Henderson
Director, Business & Properties

SUMMARY

Staff seeks Commission approval of proposed Lease Amendments (“Amendments”) with the General Services Administration (“GSA”). As of the preparation of this report, GSA has not indicated whether it will accept new language stating that the diversity, equity, and inclusion (“DEI”) clause is incorporated pursuant to, and is subject to the validity of, Executive Order No. 14398. In the interest of avoiding an interruption of the existing leases with GSA, Staff requests that the Commission approve execution of the Amendments with the new DEI clause language if it is accepted by GSA, and approve execution of the Amendments as originally presented if GSA does not accept that new language.

BACKGROUND

On May 16, 2011, GSA was awarded a fifteen-year Hangar Lease for Hangar 34 for the purpose of housing a modular office unit. Hangar 34 is located in the northwest quadrant of the Airport and is comprised of 40,344 square feet of hangar space. The Hangar Lease has been amended to extend the term through May 25, 2027, to allow staff additional time for the completion of the new long-term contract and to accommodate GSA’s internal procedures for approval.

On May 15, 2023, the Commission approved a Terminal Space Lease with GSA on behalf of the Transportation Security Administration (“TSA”) for 3,500 square feet of exclusive use office space in the east concourse of the Airport. This contract will expire upon the opening of the Replacement Passenger Terminal and closure of the existing Terminal.

On June 12, 2026, Staff received Lease Amendments from GSA which incorporate language required under Executive Order 14398 regarding contractual requirements involving DEI practices by federal contractors.

This item was presented to the Commission at its special meeting on September 8, 2026. At that time, the Commission directed Staff and Authority Counsel to seek GSA approval for the insertion of language to make clear that the DEI provision was included due to the mandate of Executive Order No. 14398. A proposed modification was submitted to GSA, but a response has not been received as of the preparation of this report.

REVENUE IMPACT

The proposed Amendments do not have an impact on the terms of the contracts or the rental revenue derived from them which is currently \$930,955 per year for the Hangar Lease and \$147,770 per year for the Terminal Space Lease.

RECOMMENDATION

Staff recommends that the Commission approve execution of the Amendments with the new DEI clause language if it is accepted by GSA and approve execution of the Amendments as originally presented if GSA does not accept that new language.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 21, 2026**

**TERMINAL SPACE LEASE
GENERAL SERVICES ADMINISTRATION**

Presented by
Thomas J. Henderson
Director, Business & Properties

SUMMARY

Staff seeks Commission approval of a revised 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"). The proposed new Lease now has language stating that the diversity, equity, and inclusion ("DEI") clause is incorporated pursuant to, and is subject to the validity of, Executive Order No. 14398.

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 5 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.

This item was presented to the Commission at its special meeting on September 8, 2026. At that time, the Commission directed Staff and Authority Counsel to seek GSA approval for the insertion of language to make clear that the DEI provision was included due to the mandate of Executive Order No. 14398. A proposed modification was submitted to and has been accepted by the GSA.

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 recommends that the Commission approve the proposed new Lease with the GSA.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 21, 2026**

BURBANK LIVING WAGE ORDINANCE SUPPORT LETTER

Presented by
John T. Hatanaka
Executive Director

SUMMARY

At its special meeting on September 8, 2026, the Commission directed Staff to agendize an item for consideration of a letter to the Burbank City Council supporting the adoption of a living wage ordinance.

BACKGROUND

Several Hollywood Burbank Airport airline employees recently have addressed the Commission during the public comment period to request that the Burbank City Council be sent a letter supporting adoption of a living wage ordinance. Pursuant to the Commission's direction at its September 8, 2026, meeting, a draft letter, copy attached, has been prepared for the Commission's consideration.

RECOMMENDATION

Staff recommends that the Commission determine whether to authorize the President to send a living wage ordinance support letter, as drafted or with modifications, to the Burbank City Council.



September 21, 2026

Members of the Burbank City Council
275 East Olive Avenue
Burbank, California 91502

Re: Letter of Support for Wage Ordinance in the City of Burbank

Honorable Mayor and Members of the City Council:

At its special meeting on September 8, 2026, the Burbank-Glendale-Pasadena Airport Authority Commission received public comment from Hollywood Burbank Airport airline employees who would like the Burbank City Council to adopt a living wage ordinance.

The Authority Commission discussed this issue at its September 21st meeting and voted to express support for such an ordinance. My colleagues and I are confident in the City's ability to draft a measure that is protective of airport workers and the local economy without unduly impacting employers.

Sincerely,

Tyron Hampton
President

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 21, 2026**

COMMITTEE MEMBERSHIP RULES AND OPERATION GUIDELINES

Presented by
Terence Boga
General Counsel

SUMMARY

Staff seeks direction on a potential update of the Commission's committee membership rules and operation guidelines.

BACKGROUND

On July 18, 2022, the Commission adopted Resolution No. 495, copy attached, to create the Executive Committee as a new standing advisory committee comprised of the Commission's President, Vice President, and Secretary. Resolution No. 495 also clarified and redefined the subject matter jurisdiction of the Commission's standing advisory committees, as well as updated the committee operation guidelines. Attachments A and B of Resolution No. 495 respectively set forth the standing advisory committees' subject matter jurisdiction and the committee operation guidelines.

Previously, the principal core functions of the Commission's standing advisory committees had been set forth in Resolution No. 334, which was adopted in October 1997. The operation guidelines for the Commission's committees had been set forth in Resolution Nos. 204 and 311, which were respectively adopted in March 1988 and March 1996. Resolution No. 495 consolidated committee membership rules and other requirements into a single document.

DISCUSSION TOPICS

The Commission occasionally has deviated from the committee membership rules and committee operation guidelines in Resolution No. 495. Staff therefore has agendized this item so the Commission can provide direction on a potential update. The Commission is free to discuss all provisions of Resolution No. 495, but staff specifically is seeking direction on the following topics:

Ex Officio Ad Hoc Committee Members: The committee operation guidelines state that each ad hoc advisory committee shall have equal representation from the Authority's member cities. Based on this rule, ad hoc committees historically have been comprised of one Burbank Commissioner, one Glendale Commissioner, and one Pasadena Commissioner as voting members. However, last year, the Commission established the Airport History Book Ad Hoc Committee comprised of two Burbank Commissioners (one voting member and one ex officio member), one Glendale Commissioner (voting member), and one Pasadena Commissioner (voting member).

Membership on Multiple Ad Hoc Committees: The committee operation guidelines state that no Commissioner shall serve on more than one ad hoc committee unless there are more

than three such committees. However, last June, the Commission established its third ad hoc committee, the Executive Director Search Ad Hoc Committee. Two of the Commissioners on the Executive Director Search Ad Hoc Committee are voting members of the Airport History Book Ad Hoc Committee, and the third Commissioner on the Executive Director Search Ad Hoc Committee is the ex officio member of the Airport History Book Ad Hoc Committee.

Standing Committee Membership Rotation: Section 3(B) of Resolution No. 495 states that a Commissioner shall not serve on a standing committee for more than three consecutive years unless two conditions are satisfied. First, the President must make a finding that the Commissioner has unique skills or experience for special circumstances presented. Second, the Commission must approve the Commissioner's extension of membership. Historically, Commissioners have served on a standing committee longer than three consecutive years without the President formally making such a finding or the Commission formally granting such approval.

RECOMMENDATION

Staff recommends that the Commission provide direction on a potential update of the Commission's committee membership rules and operation guidelines. If there is a consensus that one or more provisions should be updated, staff will draft a resolution for the Commission's consideration.

RESOLUTION NO. 495

A RESOLUTION OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY COMMISSION CREATING AN EXECUTIVE COMMITTEE, REDEFINING SUBJECT MATTER JURISDICTION OF STANDING ADVISORY COMMITTEES, AND UPDATING COMMITTEE OPERATION GUIDELINES

The Burbank-Glendale-Pasadena Airport Authority Commission resolves as follows:

Section 1. Findings.

A. In June 1978, the Commission established the Finance Committee, the Legal Committee, and the Operations Committee as standing advisory committees.

B. On January 4, 1988, the Commission adopted Resolution No. 199 to reconstitute these standing advisory committees under the same names.

C. On March 7, 1998, the Commission adopted Resolution No. 204 to reestablish these standing advisory committees and adopt guidelines for their operation.

D. On March 18, 1996, the Commission adopted Resolution No. 311 to reestablish these standing advisory committees and update their operation guidelines.

E. On October 20, 1997, the Commission adopted Resolution No. 334 to reconstitute these standing advisory committees, define their principal core functions, and rename them the Finance and Administration Committee, the Legal, Government and Environmental Affairs Committee, and the Operations and Development Committee.

F. Current and planned activities at Bob Hope Airport have reached the point that it is beneficial for the Commission to create a fourth standing advisory committee, to redefine the subject matter jurisdiction of the three existing standing advisory committees, and to update the committee operation guidelines.

Section 2. Standing Advisory Committee Roster. The Commission shall have four standing advisory committees: the Executive Committee; the Finance and Administration Committee; the Legal, Government and Environmental Affairs Committee; and the Operations and Development Committee. These committees shall make recommendations to the Commission on items within their subject matter jurisdiction and shall have no power to take action on behalf of or otherwise bind the Commission or the Authority.

Section 3. Standing Advisory Committee Membership.

A. Executive Committee. The Executive Committee shall have three members and shall be comprised of the Commission's President, Vice President, and Secretary. The Executive Committee shall meet no less than once a month.

B. Other Committees. The Finance and Administration Committee, the Legal, Government and Environmental Affairs Committee, and the Operations and Development Committee shall each have three members and shall be comprised of one Commissioner from each of the Authority's member cities. Following the annual election of Commission officers, the President shall appoint the membership of these committees by assigning new members or maintaining existing assignments. The President shall announce the appointments at a Commission meeting, which may be the same meeting as the annual election of Commission officers or a later meeting. An individual Commissioner shall not serve on any of these committees for more than three consecutive years unless both of the following occur: (i) the President makes a finding that such Commissioner has unique skills or experience for special circumstances presented; and (ii) the Commission approves such Commissioner's extension of membership.

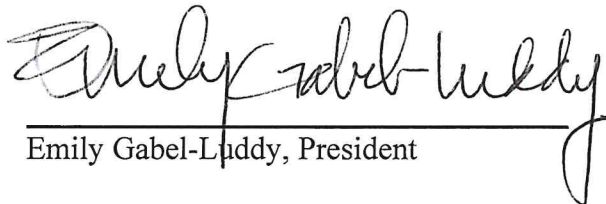
Section 4. Standing Advisory Committee Subject Matter Jurisdiction. The subject matter jurisdiction of the standing advisory committees shall be as set forth in the attached Exhibit A.

Section 5. Committee Operation Guidelines. The operation guidelines for the Commission's committees shall be as set forth in the attached Exhibit B.

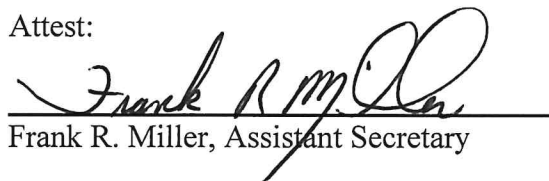
Section 6. Superseded Resolutions. This Resolution supersedes Resolution Nos. 199, 204, 311, and 334, which shall be of no further force or effect.

Section 7. Effective Date. This Resolution shall be effective upon adoption.

Adopted this 18th day of July, 2022.


Emily Gabel-Luddy, President

Attest:


Frank R. Miller, Assistant Secretary

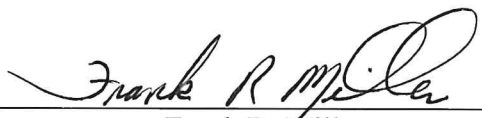
STATE OF CALIFORNIA)
)ss.
COUNTY OF LOS ANGELES)

I, Frank R. Miller, do hereby certify that the foregoing resolution was duly and regularly adopted by the Commissioners of the Burbank-Glendale-Pasadena Airport Authority at its regular meeting held on the 18th day of July 2022 by the following vote:

AYES: Commissioners Gabel-Luddy, Williams, Devine,
 Dyson, Hampton, Najarian, Ovrom, Selvidge

NOES: None

ABSENT: NONE



Frank R. Miller
Assistant Secretary

EXHIBIT A
Burbank-Glendale-Pasadena Airport Authority Commission
Standing Advisory Committee Subject Matter Jurisdiction

The subject matter jurisdiction of the Authority Commission's four standing advisory committees shall be as follows:

EXECUTIVE COMMITTEE

Role: Advise and make recommendations to the Commission on four paramount topics related to the Authority's ownership and operation of the Airport.

Topics (Exclusive)

Examples of Items (Non-Exclusive)

Airport Management Services Contract

- Cost reimbursement requests
- Performance reviews

Agenda Templates

Labor Negotiations

- Airport management services contractor collective bargaining agreements
- Burbank Airport Police Officers Association memoranda of understanding

Legislation

- Lobbyist activities
- Proposed airport-related legislation

Replacement Passenger Terminal Program

- Entitlements
- Environmental analyses
- Financial planning
- Procurements

FINANCE AND ADMINISTRATION COMMITTEE

Role: Advise and make recommendations to the Commission on financial and administrative matters related to the Authority or the Airport.

Principal Topics (Non-Exclusive)

Examples of Items (Non-Exclusive)

Auditor Reports

Capital and Operating Budgets

Financial Results Reports

Financial Services Procurements

- Audit services

- Passenger Facility Charge applications

Grant Applications

Lease Awards

- Concession agreements
- Ground development leases
- Hangar leases
- Office space leases

Parking Rates

Treasury Activities

LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE

Role: Advise and make recommendations to the Commission on legal, government and environmental matters related to the Authority or the Airport.

Principal Topics (Non-Exclusive)

Examples of Items (Non-Exclusive)

Air Quality Improvement Plan

- South Coast Air Quality District agreements

Legal Services Procurements

Noise Exposure Map / Noise Compatibility Program

Residential Acoustical Treatment Program

Solid Waste Programs

- CalRecycle mandates
- Waste hauling services

OPERATIONS AND DEVELOPMENT COMMITTEE

Role: Advise and make recommendations to the Commission on operational and development matters related to the Authority or the Airport.

Principal Topics (Non-Exclusive)

Examples of Items (Non-Exclusive)

Air Service Development and Retention

Airport Branding

Airport Maintenance and Upgrades

Capital Improvement Implementation

Engineering Services Procurements

Land Acquisitions

Public Communications Campaigns

Safety and Security Issues

- Transportation Security Administration agreements

Traffic and Transportation Issues

- Ground transportation
- Transportation network company agreements

EXHIBIT B
Burbank-Glendale-Pasadena Airport Authority Commission
Committee Operation Guidelines

1. Each standing advisory committee and ad hoc advisory committee shall have equal representation from each of the Authority's member cities.
2. Commission approval is required for the creation of an ad hoc advisory committee. The President shall appoint the membership of each ad hoc advisory committee. No Commissioner shall serve on more than one ad hoc advisory committee unless the number of such committees exceeds three, in which case Commissioners who serve on a lesser number of such committees shall be appointed ahead of Commissioners who serve on a greater number of such committees until the appointments have been equalized. Commission approval is required for an ad hoc advisory committee to continue longer than 180 days.
3. To the extent possible, Commissioners will be assigned to standing advisory committees and ad hoc advisory committees for which they are best qualified by reason of expertise or interest.
4. Work assignments for standing advisory committees shall be as set forth in each committee's subject matter jurisdiction and as determined by Commission consensus.
5. The agenda (not the agenda packet) of each standing advisory committee meeting shall be distributed to Commissioners who are not members of the committee concurrently with the distribution to Commissioners who are members of the committee. Alternatively, Commissioners who are not members of the committee shall be notified by e-mail when the agenda has been posted on the Authority webpage.
6. The agenda (not the agenda packet) of each ad hoc advisory committee meeting shall be distributed to Commissioners who are not members of the committee concurrently with the distribution to Commissioners who are members of the committee.
7. Standing advisory committees and ad hoc advisory committees shall approve minutes of their meetings. Approved minutes shall be included in the agenda packet of the next regular meeting of the Commission.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 21, 2026**

RETAIL CONCESSION WORKER RETENTION

Presented by Scott Kimball
Deputy Executive Director, Business Development

SUMMARY

At its special meeting on September 8, 2026, the Commission directed staff to agendaize an item for an update on worker retention for the Replacement Passenger Terminal ("RPT") retail concession program. Marshall Retail Group ("MRG"), the concessionaire for the RPT retail concession program, submitted evidence of a labor peace agreement as required by the Commission and has exceeded the requirements of the concession agreement's worker retention policy.

BACKGROUND

On February 3, 2025, the Commission unanimously (8-0, 1 absent) awarded MRG a concession agreement for the RPT retail concession program. The Commission made the contract award contingent upon MRG's submission of evidence of a labor peace agreement. Additionally, the concession agreement includes a worker retention policy, copy attached, to ensure that the RPT opening does not result in a large displacement of retail concession workers currently employed at the existing terminal by Hudson Retail Group ("Hudson").

Staff confirmed that MRG had a labor peace agreement in place with the Seafarers Entertainment and Allied Trades Union ("SEATU"). That labor peace agreement was signed upon award of the concession agreement and had an automatically renewing one-year term, but it was terminated in March 2026 by SEATU. MRG has submitted a letter, copy attached, setting forth the company's position with respect to the termination of that labor peace agreement and its efforts to sign a comparable one with Unite Here! Local 11. Termination of the MRG-SEATU labor peace agreement did not affect the concession agreement, which remains binding on MRG and the Authority.

With limited exceptions, the concession agreement's worker retention policy requires MRG to fill its concession positions in the RPT by first hiring Hudson employees who qualify as a "retention worker." To qualify as a retention worker under the policy, a person must satisfy three criteria: (1) have been employed at a Hudson concession in the existing terminal as of the concession agreement's execution; (2) have been continuously employed at such concession for the 12 months preceding the concession agreement's execution; and (3) not be a managerial, supervisory, or confidential employee. These criteria are modeled on the worker retention ordinance adopted by the City of Los Angeles to apply to its contractors, lessees, and licensees (Los Angeles Administrative Code Division 10, Chapter 1, Article 10).

MRG has exceeded the requirements of the concession agreement's worker retention policy. MRG determined that nine Hudson employees qualified as a retention worker and made them employment offers. As of the preparation of this staff report, seven of those offers have been

-1-

accepted and two are pending. MRG also is considering applications from two of Hudson's eleven other employees who did not qualify as a retention worker.

RECOMMENDATION

Staff recommends that the Commission note and file this report.

Attachments:

- Exhibit 1: Worker Retention Policy
- Exhibit 2: MRG Correspondence

EXHIBIT 1

Exhibit J: Worker Retention Policy

I. PURPOSE

The purpose of this policy is to ensure that the opening of the replacement passenger terminal does not result in a large displacement of concession workers employed at the existing passenger terminal at the Airport. The policy establishes concession worker retention requirements to achieve significant Authority interests including: (i) decreasing concession worker turnover and instability; (ii) maintaining a high quality of concession service to Airport users and employees; and (iii) protecting the Cities of Burbank, Glendale, and Pasadena from welfare and public health expenses that might be incurred if the Airport's current concession workers were to lose their employment without just cause.

II. DEFINITIONS

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

- A. Employee: a person who satisfies all of the following criteria: (i) is employed at a [food / retail] concession in the Existing Passenger Terminal as of execution of this Agreement; (ii) has continuously been employed at such concession for the 12 months preceding the execution of this Agreement; and (iii) is not a managerial, supervisory, or confidential employee, including a person who would be so defined under the federal Fair Labor Standards Act.
- B. Existing Passenger Terminal: passenger terminal in the southeast quadrant of the Airport (to be demolished after opening of the Replacement Passenger Terminal).
- C. Just Cause: a fair and honest reason that is legally permissible and not trivial, arbitrary, capricious, unrelated to business needs or goals, or pretextual. Just Cause shall not include receipt of superior wages or benefits (or both) under the Predecessor Employer.
- D. Predecessor Employer: a firm that satisfies both of the following criteria: (i) operates a [food / retail] concession in the Existing Passenger Terminal as of the execution of this Agreement; and (ii) has not been selected to operate such a concession in the Replacement Passenger Terminal.
- E. Replacement Passenger Terminal: passenger terminal in the northeast quadrant of the Airport (under construction as of the execution of this Agreement).
- F. Retention Workers: full-time and part-time Employees of a Predecessor Employer.

III. TRANSITION EMPLOYMENT PERIOD

- A. Concessionaire shall fill its concession positions at the Airport by first hiring from the Retention Workers.

- B. Concessionaire shall retain and not discharge a Retention Worker without Just Cause during the initial 90 workday period of their employment.
- C. Concessionaire shall make a written offer of employment to each Retention Worker who receives a satisfactory performance evaluation at the end of the initial 90 workday period of employment. Such offer shall be under terms and conditions established by the Concessionaire for all its employees.
- D. Any employment of a Retention Worker after the end of the initial 90 workday period shall be at will employment under which the Retention Worker may be terminated without Just Cause.

IV. **EXEMPTIONS**

- 1. **Prior Employees.** With the Authority's prior approval, Concessionaire may fill a position with a person who has been employed continuously by Concessionaire for at least 12 months prior to the execution of this Agreement working in a position similar to the position to be filled. The Authority shall grant approval upon a showing by Concessionaire that: (a) the person would otherwise be laid off work; and (b) the person's retention would be helpful to Concessionaire in performing this Agreement.
- 2. **Fewer Employees Required.** In the event Concessionaire determines that fewer personnel are needed to perform services under this Agreement than were required by the Predecessor Employer, then Concessionaire shall retain Retention Workers by seniority within the job classification.
- 3. **Unqualified Employees.** If a Retention Worker does not meet any standard hiring qualification lawfully required by Concessionaire for the position, or does not qualify for a Security Identification Display Area badge, then Concessionaire is not required to retain the Retention Worker.

V. **RECORD KEEPING REQUIREMENTS**

Concessionaire shall maintain records for three years showing the reasons for not hiring or for discharging Retention Workers during the initial 90 workday period. The Authority is authorized to review all such records, and each Retention Worker shall be permitted to review records pertaining to himself or herself, upon request to ascertain compliance with this Exhibit.

VI. **COLLECTIVE BARGAINING AGREEMENTS**

This policy shall not supersede or otherwise impact any collective bargaining agreement to which Concessionaire is a party during the term of this Agreement.

September 14, 2026

VIA EMAIL

Mr. John Hatanaka
Mr. Scott Kimball
Hollywood Burbank Airport
2627 N. Hollywood Way,
Burbank, CA 91505

Subject: Marshall Retail Group, LLC – Labor Peace and Worker Retention Update

Dear Mr. Hatanaka and Mr. Kimball,

At the request of the Burbank-Glendale-Pasadena Airport Authority (the “Authority”), the Marshall Retail Group, LLC (“MRG”) provides this update on its preparations for retail concession operations at Hollywood Burbank Airport (“BUR” or the “Airport”). The update addresses two issues of interest to the Authority’s Commission (“Commission”): MRG’s efforts to maintain labor peace and its implementation of the Authority’s Worker Retention Policy (the “Retention Policy”).

I. Labor Peace Agreement Efforts

During the contracting process for MRG’s retail concession agreement with the Authority (the “Concession Agreement”), the Authority asked MRG to provide a labor peace agreement (“LPA”) before executing the final agreement. MRG satisfied that request by signing a BUR-specific LPA with the Seafarers Entertainment and Allied Trades Union (“SEATU”) on March 12, 2025, and providing the agreement to the Authority. SEATU is a part of the Seafarers International Union, which is affiliated with the AFL-CIO.

The executed Concession Agreement does not require MRG to maintain an LPA continuously or to replace one if the union terminates it. It does, however, require MRG to use commercially reasonable efforts to avoid disruption to the Authority, its tenants, or members of the public arising from labor disputes.

MRG also engaged with UNITE HERE Local 11 (“Local 11”) regarding a potential LPA. On March 11, 2025, MRG asked Local 11 to provide its proposed agreement. Local 11 provided that proposal on March 13, 2025. On April 4, 2025, MRG sent Local 11 a copy of the SEATU LPA, reiterated that MRG would remain neutral among labor organizations, and advised Local 11 that it would offer an LPA on the same terms. Local 11 did not respond.

Instead, Local 11 invoked the AFL-CIO’s internal dispute-resolution process to challenge SEATU’s continued involvement at BUR. The AFL-CIO is the federation to which both UNITE HERE and the Seafarers International Union belong, and its rules provide a process for resolving organizing disputes between affiliated unions. Local 11 filed its complaint on March 12, 2026, and the AFL-CIO opened the proceeding on March 17, 2026. Nine days later, SEATU terminated its LPA with MRG. MRG did not request, direct, or participate in that termination decision.

Local 11 did not contact MRG to renew LPA discussions until August 14, 2026, more than 16 months after MRG’s initial April 4, 2025 offer. MRG reengaged and, on September 1, 2026, provided Local 11 with a substantive written counterproposal for a BUR-specific LPA. The proposal committed MRG to remain neutral regarding union organizing, provide Local 11 reasonable access to employees and employee contact information, and recognize Local 11 if a neutral arbitrator confirmed majority support after MRG commenced full operations.

The Concession Agreement does not require MRG to negotiate or enter into an LPA with Local 11. MRG nonetheless has engaged in good faith and will continue working toward mutually acceptable terms. With or without an LPA, MRG remains committed to labor peace, uninterrupted Airport operations, and employees’ free choice under the National Labor Relations Act.

II. Worker Retention Policy

MRG began preparing to implement the Retention Policy well before opening its BUR operation.

In July 2026, MRG contacted Authority staff to explain its proposed process and confirm the appropriate next steps. Authority staff recommended that MRG coordinate directly with Hudson News and its parent company, Avolta (collectively, “Hudson/Avolta”), to obtain the necessary employment information. MRG followed that recommendation.

Under the Retention Policy, a “Retention Worker” is a full- or part-time employee of a predecessor employer who was employed at a retail concession in the Existing Passenger Terminal on the effective date of the Concessions Agreement; had been continuously employed at that concession for the preceding 12 months; and was not a managerial, supervisory, or confidential employee. Not every current Hudson employee meets those criteria.

On August 5, 2026, MRG requested the information needed to apply those criteria. Hudson/Avolta provided the completed roster on August 12, 2026. MRG reviewed the roster and identified nine qualifying Retention Workers.

MRG contacted all nine qualifying employees regarding available positions and provided the applicable classification, full-time or part-time status, rate of pay, and MRG terms and conditions of employment. The following table reflects the status of each Retention Worker as of September 14, 2026:

Position	Candidate Name	Offer Acceptance Date	Planned Start Date	Onboarded Date	Notes
FT Stock	Christian Zuniga (HUD)	8/24/26	9/8/26	9/14/26	
FT CSA	Angeline Dizon (HUD)	Pending	9/8/26		Verbal offer made; formal application pending
FT CSA	Vladimir Lopez (HUD)	8/31/26	9/8/26		

FT CSA	Grant Madden (HUD)	8/27/26	9/16/26	9/14/26
FT Stock	David Madden (HUD)	8/24/26	9/29/26	
FT Stock	Pubudu Gunaratne (HUD)	Pending	10/10/26	Offer pending acceptance as of the end of August
FT CSA	Jorge Oviedo (HUD)	8/24/26	10/10/26	
FT CSA	Karla Williams (HUD)	8/24/26	10/10/26	
FT Stock	Mabel Penalver (HUD)	8/24/26	10/12/26	

MRG extended employment opportunities to all nine qualifying Retention Workers. As of September 14, seven had accepted, two remained pending, and two had completed onboarding.

The Hudson/Avolta roster also identified 11 non-supervisory/non-managerial employees who did not meet the Retention Policy's date-of-employment or continuous-service requirements. Those employees are not Retention Workers and are not covered by the Retention Policy.

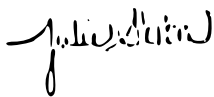
MRG advised Local 11, which currently represents Hudson's BUR employees, that those 11 employees were free to apply for open positions with MRG at BUR through MRG's open recruitment process and would be considered on a nondiscriminatory basis. As of September 14, 2026, only two of those individuals have applied.

III. Conclusion

MRG has met the Retention Policy's requirements to date by identifying every qualifying worker and extending an employment opportunity to each of them. It has also taken voluntary steps to preserve labor peace, including offering Local 11 the same LPA terms in April 2025 and providing a substantive counterproposal when Local 11 returned in August 2026.

MRG remains focused on a smooth opening, uninterrupted Airport operations, and full compliance with the Retention Policy. It looks forward to updating the Commission and answering its questions at the September 21 meeting.

Sincerely,



Julie Skiba
 Chief People Officer
 WHSmith North America/Marshall Retail Group LLC



Cooper Communications
 16000 Ventura Blvd., Suite 1000
 Encino, CA 91436
 T 818.359.0231
 mcooper@coopercomm.net

***The Airport Everyone Loves...Hollywood Burbank Airport
 Production Schedule as of September 2, 2026***

September

- 2 Work-in-progress complete book to ad hoc committee (members will see final in advance of printing along with full Commission) from Cooper
- 18 Final review/input from ad hoc committee to Cooper

October

- 5 Ceremonial Opening – photos shot for four-page section on opening to be placed at end of Flight 7
- 9 Final to Commission for review (may or may not have opening ceremony four-page section photos) from Cooper; legal review
- 20 Final input from Commission/legal to Cooper
- 23 Revisions (if necessary) based on Commission/legal input to Cooper; to ad hoc committee for final approval
- 27 Final approval to print from ad hoc committee/legal/staff
- 29 To printer

November

- 11 Press proof to Cooper/Deats
- 13 Press proof approval to printer

December

- 1 Deliver to Airport
- 7 Distribute to Commissioners



Proposal

Interactive Employee Training (IET)

New Compliance Training- Year 1



Prepared For:

Hollywood Burbank Airport

September 4, 2026



September 4, 2026

Raymond Hunting, C.M., ACE, IACE
Airport Security Manager
Hollywood Burbank Airport
2627 N Hollywood Way
Burbank, CA 91505
(818) 565-1366
rhunting@bur.org

Dear Ray,

The American Association of Airport Executives (AAAE) is pleased to provide Hollywood Burbank Airport (BUR) with our proposal for new compliance training. Founded in 1928, AAAE is the world's largest professional organization for airport executives, representing thousands of airport management personnel at public-use commercial and general aviation airports. AAAE's members represent some 850 airports and hundreds of companies and organizations that support airports. AAAE serves its membership through results-oriented representation in Washington, D.C. and delivers a wide range of industry services and professional development opportunities including training, meetings and conferences, and a highly respected accreditation program.

Training within the airport environment is highly specialized, regulated, and complex. AAAE leads our industry in providing innovative products and services to meet the dynamic needs of your operation and can customize solutions for BUR.

Please find below additional information regarding our IET-LS training platform, our project team, and our price proposal. Pricing is valid through September 30, 2026.

We look forward to supporting Hollywood Burbank Airport.

Sincerely,

A handwritten signature in blue ink that reads "Ben Hubbard".

Ben Hubbard, C.M., ACE
Director of Business Development, AAAE Services
AAAE
601 Madison Street, Suite 400
Alexandria, VA 22314
Email: ben.hubbard@aaae.org
Telephone: (771) 215-7394

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INTERACTIVE EMPLOYEE TRAINING SERVICES AGREEMENT

This American Association of Airport Executives services agreement (“Agreement”) is made and entered into by and between (i) the American Association of Airport Executives (“AAAE”), and (ii) Burbank-Glendale-Pasadena Airport Authority an entity organized under the laws of the State of California (“Airport”), who, intending to be legally bound, hereby agree as follows:

RECITALS

AAAE is the owner of the Interactive Employee Training Learning System (IET-LS) software (the “Software”), and the Airport uses the software to deliver compliance-based training courses. The Airport also desires the production of training courses for delivery through the Software. AAAE desires to produce these courses for the Airport subject to the terms and conditions set forth in this agreement. The scope of services and the parties’ responsibilities are as defined in Exhibit A attached hereto and by this reference made a part hereof.

1: USE OF SOFTWARE AND OWNERSHIP

Use of Software: The Airport may access and use the Software. AAAE retains all right, title, and interest in and to the Software as its sole property, subject to the Airport’s rights specified in this agreement. The Airport will use the Software for compliance training requirements only, and it will not use reproduce or modify the Software in any manner not specifically set forth herein.

Ownership of the Work: Airport and AAAE agree that AAAE shall own the entire right, title, and interest, including patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by AAAE in the performance of the project, and developed using AAAE’s facilities or personnel. Airport and AAAE agree that Airport shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived and developed by Airport’s facilities or personnel. Work that is jointly developed using both Airport and AAAE personnel and facilities shall be jointly owned.

Ownership of Training Data: The Airport shall maintain ownership and control of the training result data (Data) throughout the Agreement period and in perpetuity. AAAE shall have the right to use the Data solely to perform work under the Agreement with the Airport. AAAE may not use the Data, a subset of the Data, and/or a summary of the Data, or, cause or permit the Data, a subset and/or a summary thereof, to be used by any third party, outside the Scope of this Agreement without the express written consent of the Airport. AAAE warrants that throughout all operational and maintenance activities the accuracy of the Data will be preserved.

2: TERMS OF PAYMENT

AAAE shall submit an invoice to the Airport after acceptance and delivery of the final scripts used in production of the training courses for 50% of the total project cost noted in Exhibit B. The remaining 50% will be invoiced after AAAE installs the training courses noted in Exhibit B for User Acceptance Testing. For ongoing support of IET-LS solutions, AAAE shall submit an invoice to the Airport on an annual basis. The Airport shall pay invoices within thirty (30) calendar days of receipt.

3: CHANGES IN SPECIFICATIONS

If at any time, Airport desires to make any changes or variations from the course script(s), or from any material or work in progress, and such changes result in additional costs to AAAE, AAAE agrees to notify the Airport of the amount before any such additional costs are incurred and AAAE shall proceed only after receiving approval (written or oral) from Authorized Representative, approval by Airport shall be binding and incorporated into the terms of this Agreement. Reimbursement for such additional costs shall be payable in accordance with the terms of this Agreement for final payment.



4: WARRANTY

AAAE warrants that the software and training courses at the time of installation shall materially conform to the specifications agreed-upon. In case of a nonconformance, Airport shall promptly notify AAAE. AAAE shall correct any nonconformance after notification within a reasonable time by the means it determines to be the most appropriate, whether by telephone instructions, the issuance of updating documentation, corrective code, hardware replacement or modification, or other methods.

Notwithstanding the warranties outlined above, AAAE makes no other warranties, express or implied, oral or written, and makes no representation or guarantees to Airport whatsoever and specifically disclaims all other warranties.

5: MISCELLANEOUS

1. **Relationship.** This Agreement does not create any partnership, joint venture, franchisor-franchisee or employer-employee relationship between the parties hereto. Neither party hereto is granted any express or implied right or authority to bind the other party hereto in any manner whatsoever.
2. **No Third-Party Beneficiaries.** There are no third-party beneficiaries entitled to enforce any provisions of this Agreement.
3. **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, contains the entire agreement and understanding of the parties hereto with respect to the matters herein set forth, and all prior agreements, negotiations and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement.
4. **Amendment.** This Agreement may not be modified except in writing, signed by both of the parties hereto.
5. **Waiver.** Any party may waive compliance by the other party with any of the provisions of this Agreement. No waiver of any provision shall be construed as a waiver of any other provision or the same provision in a subsequent instance. Any waiver must be in writing.
6. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No assignment of this Agreement or of any contractual rights or obligations hereunder may be made by either party (by operation of law or otherwise) without the prior written consent of the other party hereto, which shall not be unreasonably withheld, and any attempted assignment without the required consent shall be null and void.
7. **Cooperation.** Each party hereto shall take all such steps and measures as may be requested by the other party hereto in order to effectuate the purposes of this Agreement.
8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
9. **Headings.** The section headings and other descriptions contained in this Agreement are for reference purposes only and shall not affect any way the meaning or interpretation of this Agreement.
10. **Further Assurances.** Each party hereto shall do and perform or cause to be done and performed all further acts and things and shall execute and deliver all such other certificates, instruments and documents as any other party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.



IN WITNESS WHEREOF, this Agreement has been duly executed by or on behalf of each of the parties hereto as of the date first above written.

American Association of Airport Executives

Airport

By: Trina Hadden

By: _____

Name: Trina Hadden

Name: _____

Title: Vice President, Operations T&TS

Title: _____

Date: 09/09/2026

Date: _____



Exhibit A

Interactive Employee Training Solutions Statement of Work

AAAE will provide Computer Based Training to the Airport consisting of a customized, web-based training solution. AAAE's web-based system, the Interactive Employee Training Learning Suite (IET-LS), is airport-specific, scalable and has cloud-based capabilities.

AAAE will provide the following services for the development of IET-LS:

Advance consultation on custom videotaping	Narration and Audio mixing
Custom content / scenario development	All graphics and graphic artwork
Story boarding and visual development	Interactive script development and branching
On-site videotaping, to include site survey	Integration of custom video into interactive course
Visualization and scene layouts	Programming interactive assessments for IET-LS
Dramatization and scenario development	A review version of the interactive course
Pre-production meetings for role playing development	Packaging of approved interactive program
Directing and production of scenarios	Final interactive program loaded on each unit
Overseeing scene treatment and continuity	Installation and On-site testing
Non-linear editing and postproduction	Quality assurance

AAAE's obligations are as follows:

AAAE will be directly involved in all aspects of the project and is responsible for planning and execution. AAAE's team consists of a Project Manager who will be the Airport's primary point of contact, and several team members who are assigned to deliver their tasks according to the project schedule or timeline. On large projects, some team members may serve as Team Leads, providing task and technical leadership. The Project Manager will be responsible for overseeing the day-to-day activity and coordinate all functions and workflows.

At initiation of the project, the Project Manager will schedule a kickoff meeting to review development phases and approval cycles. The courses and their content will be provided to the Airport for review, and the Airport will have time to review course material. The Project Manager will provide the Airport with a project timeline and scope of work. If at any time, the Airport desires to make any changes or variations from the script(s) or storyboard(s) or from any material or work in progress, and such changes result in additional costs to AAAE, AAAE agrees to notify the Airport of the amount before any such additional costs are incurred and AAAE shall proceed only after receiving approval (written or oral) from Authorized Representative, approval by Airport shall be binding and incorporated into the terms of this Agreement. Reimbursement for such additional costs shall be payable in accordance with the terms of this Agreement for final payment.

The Airport's obligations are as follows:

Course Script Approval. Those authorized to review and approve course scripts from the Airport will have ten (10) business days to make editing comments upon delivery from a Project Manager. If no comments or edits are received after ten (10) business days from delivery, AAAE will assume the Airport has accepted and approved the script as delivered and proceed to the next phase of production. If Airport makes changes to the approved script after the commenting period is complete, then a change order will be initiated at a rate of \$175 per hour charged to the Airport.

Course Video Production Approval. Those authorized to review and approve course video production will have seven (7) business days to make editing comments upon notification from a Project Manager. If no comments or edits are received after seven (7) business days from delivery, AAAE will assume the Airport has accepted and approved the production as delivered and proceed to the next phase of the project. If the Airport makes changes to the approved video production after the commenting period is complete, then a change order will be initiated at a rate of \$175 per hour charged to the Airport.

User Acceptance Testing. Those authorized to conduct user acceptance testing for the Airport will have seven (7) business days to make comments upon delivery from the AAAE. If no comments are received after seven (7) business days from delivery, AAAE will assume the Airport has accepted and approved the delivered courses and complete the project. If the Airport makes changes to the courses after the user acceptance period is complete, then a change order will be initiated at a rate of \$175 per hour charged to the Airport.



Exhibit B

Fees and Payment

Airport shall pay the fees set forth in this Exhibit for the Services performed by AAAE as outlined in the Agreement.

Fees for development of IET-LS Courses and Software

COURSE	DESCRIPTION	PRICE
SIDA (Customized) - Virtual Instructor - Interactive Exercises - Pass / Fail Testing - Captions	The SIDA training course covers requirements related to TSA 49 CFR Part 1542 Airport Security. Airport employees will learn definitions and procedures of Secured Areas of the airport, including badge types across the airport, access privileges, regulations regarding proper display of badges, and sensitive security information, and rules associated with challenging, piggybacking, and escorting.	\$28,000
Non-Movement Area Driver Training (Customized) - Virtual Instructor - Interactive Exercises - Pass / Fail Testing - Captions	This Non-Movement Area driver training course reviews FAA 14 CFR Part 139 airport certification requirements for driving on the Non-Movement Areas of the airfield. The courses review proper vehicle safety, definitions and causes of incidents, prevention of accidents and runway incursions, and it reviews Non- Movement Area marking, lighting, and signage.	\$28,000
Movement Area Driver Training (Customized) - Virtual Instructor - Interactive Exercises - Pass / Fail Testing - Captions	This module provides a general description of airport certification requirements for driving on the Movement Area of the airfield. It reviews proper vehicle safety, definitions and causes of incidents, prevention of accidents and runway incursions, how to communicate with the tower and a review of all Movement Area signage, marking and lighting. 139.329 Pedestrians and Ground Vehicles is an element of FAR Part 139 Subpart D (Operations).	\$32,000
Spanish Language Version - SIDA - Non-Movement Area Driver	AAAE will translate the English language version of the Airport's SIDA and Non-Movement Area Driver including interactive exam questions and answers. AAAE will hire, record and film a native Spanish language actor to perform voiceover and virtual instruction using the revised Spanish-language script. AAAE will edit the video footage to account for the new vocabulary used to describe aviation terms. AAAE will configure the software to include Spanish-language buttons and instruction.	\$33,600 (\$16,800 each)
Recurrent Training Courses - SIDA - Non-Movement Area Driver	Recurrent courses are highly interactive, scenario-based and designed to test the application of knowledge existing employees already possess. Questions missed on a specific topic require the employee to review the initial portion of training on that topic.	\$33,600 (\$16,800 each)



COURSE	DESCRIPTION	PRICE
Travel Expenses for Filming Crew	AAAE prefers to film all courses at one time. Should more than one trip be required, the following per trip expense will be applied.	\$7,750
Total: Training Course Production		\$162,950

TOTAL COSTS FOR DEVELOPMENT OF IET-LS

IET-LS Course Production	\$162,950
TOTAL	\$162,950

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.

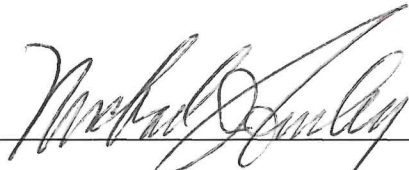
TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

Boingo LLC

By:  _____

Print Name: Peter Hammer

Title: Manager

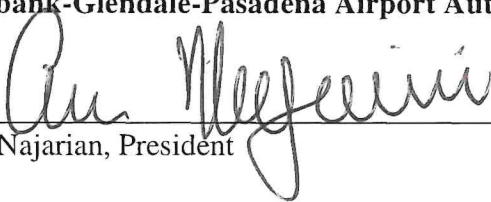
By:  _____

Print Name: MICHAEL J FINLEY

Title: Manager

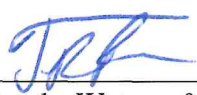
[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

Burbank-Glendale-Pasadena Airport Authority



Ara Najarian, President

Approved as to form:



Richards, Watson & Gershon
A Professional Corporation

Exhibit A: Leased Premises

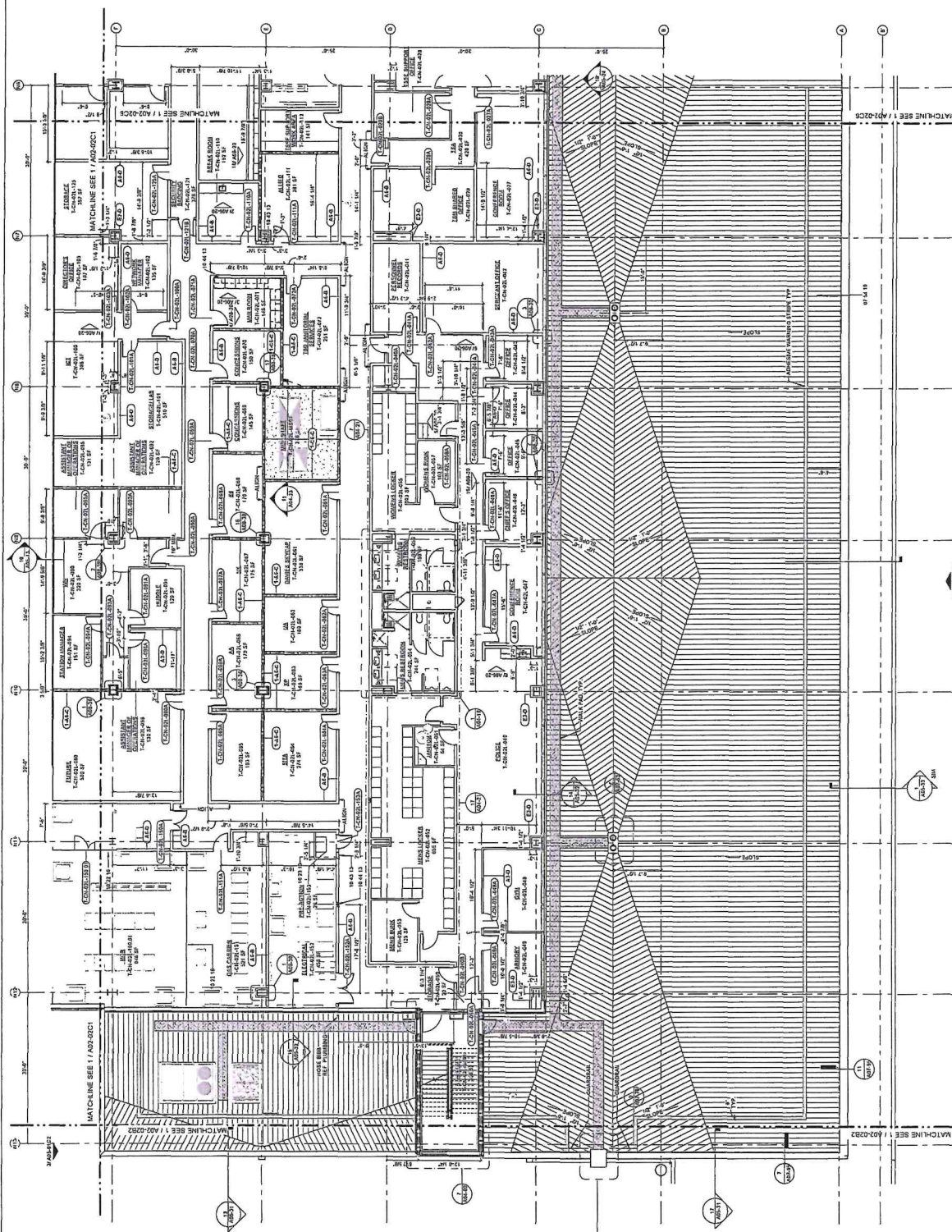
GENERAL PLAN NOTE

GENERAL ROOF NOTE

PARTITION RATING LEG

SHEET NOTES

DATE: 10/23/2024
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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
CANNONDESIGN
BURNS REDONNELL

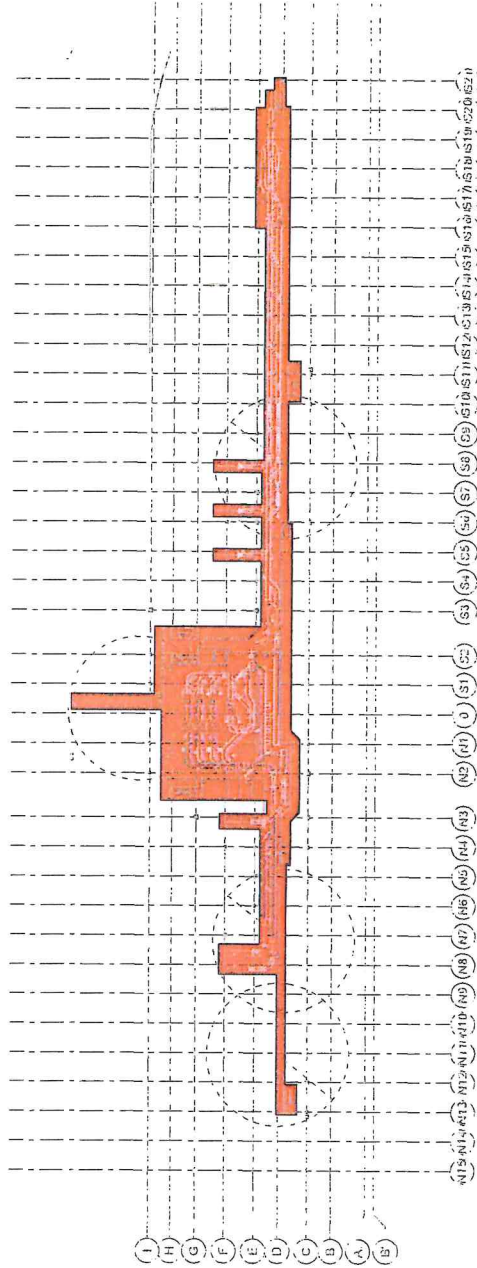
Pankow
FEC
HOLDEN

Hollywood
Burbank
Airport

REVISIONS	DATE	BY	DESCRIPTION
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3	10/23/2024	JN	ISSUES
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5	10/23/2024	JN	ISSUES
6	10/23/2024	JN	ISSUES
7	10/23/2024	JN	ISSUES

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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DATE 08/01/2024
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NO.	DATE	REVISION
1	08/01/2024	ISSUED FOR PERMIT
2	08/01/2024	ISSUED FOR PERMIT
3	08/01/2024	ISSUED FOR PERMIT
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5	08/01/2024	ISSUED FOR PERMIT
6	08/01/2024	ISSUED FOR PERMIT

ISSUES

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2	08/01/2024	ISSUED FOR PERMIT
3	08/01/2024	ISSUED FOR PERMIT
4	08/01/2024	ISSUED FOR PERMIT
5	08/01/2024	ISSUED FOR PERMIT
6	08/01/2024	ISSUED FOR PERMIT

TERMINAL BUILDING

BURBANK RPT

2827 N. HOLLYWOOD WAY

Burbank, CA 91505

Faith Group

CORGAN

CANNON DESIGN

BURNS & MCDONNELL

Pankow

FEC

CONSTRUCTION & DESIGN

HOLDER

Hollywood Burbank Airport

SHEET TITLE:

LEVEL B1 - CELLULAR DAS

COVERAGE PLAN

DATE

08/01/2024

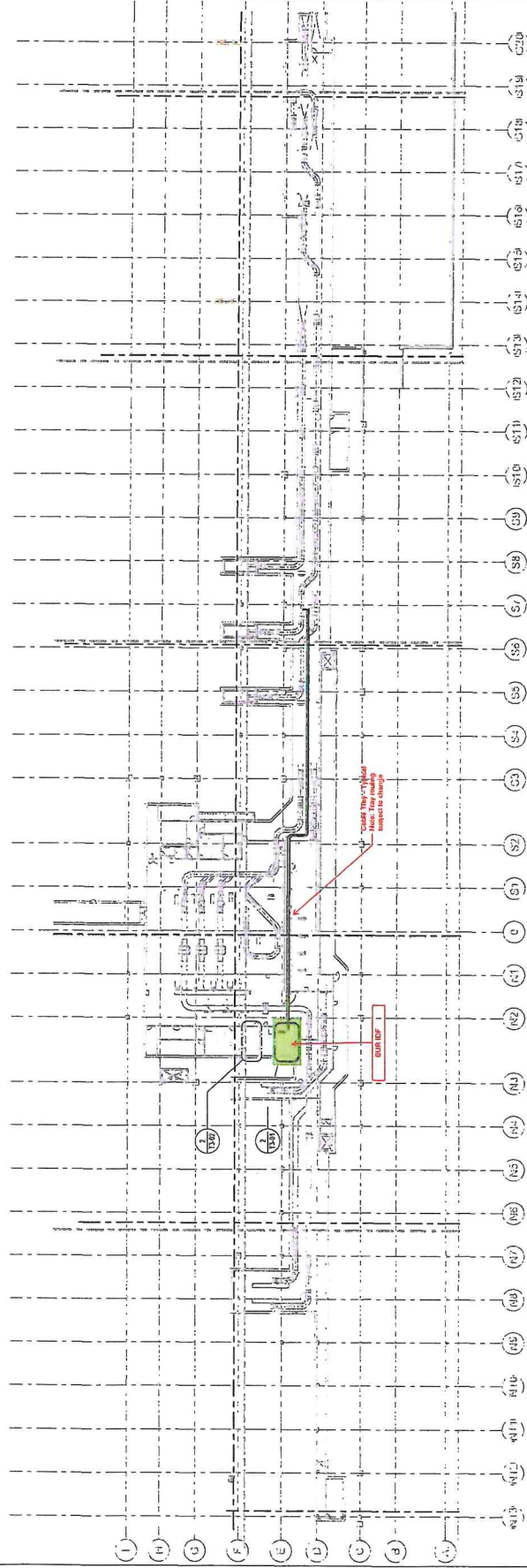
DRAWN BY

TK

CHECKED BY

HF

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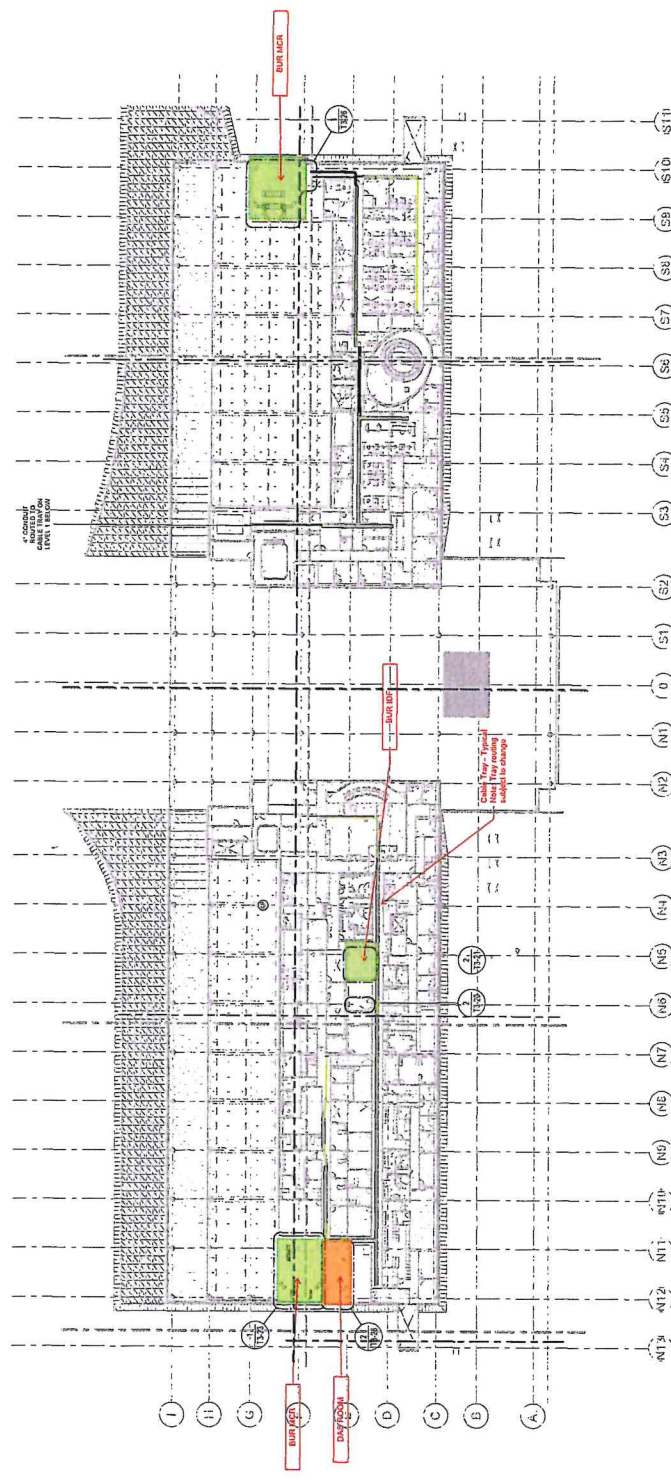
1 LEVEL B1- TELECOM OVERALL REFLECTED CEILING PLAN

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			5	5/15/2024	DESIGNED FOR PERMITS R1	CHECKED BY
			6	5/15/2024	DESIGNED FOR PERMITS R2	DATE
			7	1/15/2024	DESIGNED FOR CONSTRUCTION	HF
   						



1 LEVEL 2 - TELECOM OVERALL REFLECTED CEILING PLAN
1" = 36'-0"

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SHEET TITLE:
LEVEL 2 - TELECOM OVERALL
REFLECTED CEILING PLAN

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2827 N. HOLLYWOOD WAY
Burbank, CA 91505

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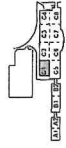
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5	2/1/2024	5	2/1/2024
6	2/1/2024	6	2/1/2024
7	2/1/2024	7	2/1/2024

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Date of Issue: 10/23/2024

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CHECKED BY	HP
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SHEET TITLE:
LEVEL B1 - TELECOM CEILING
PLAN - Zone C1

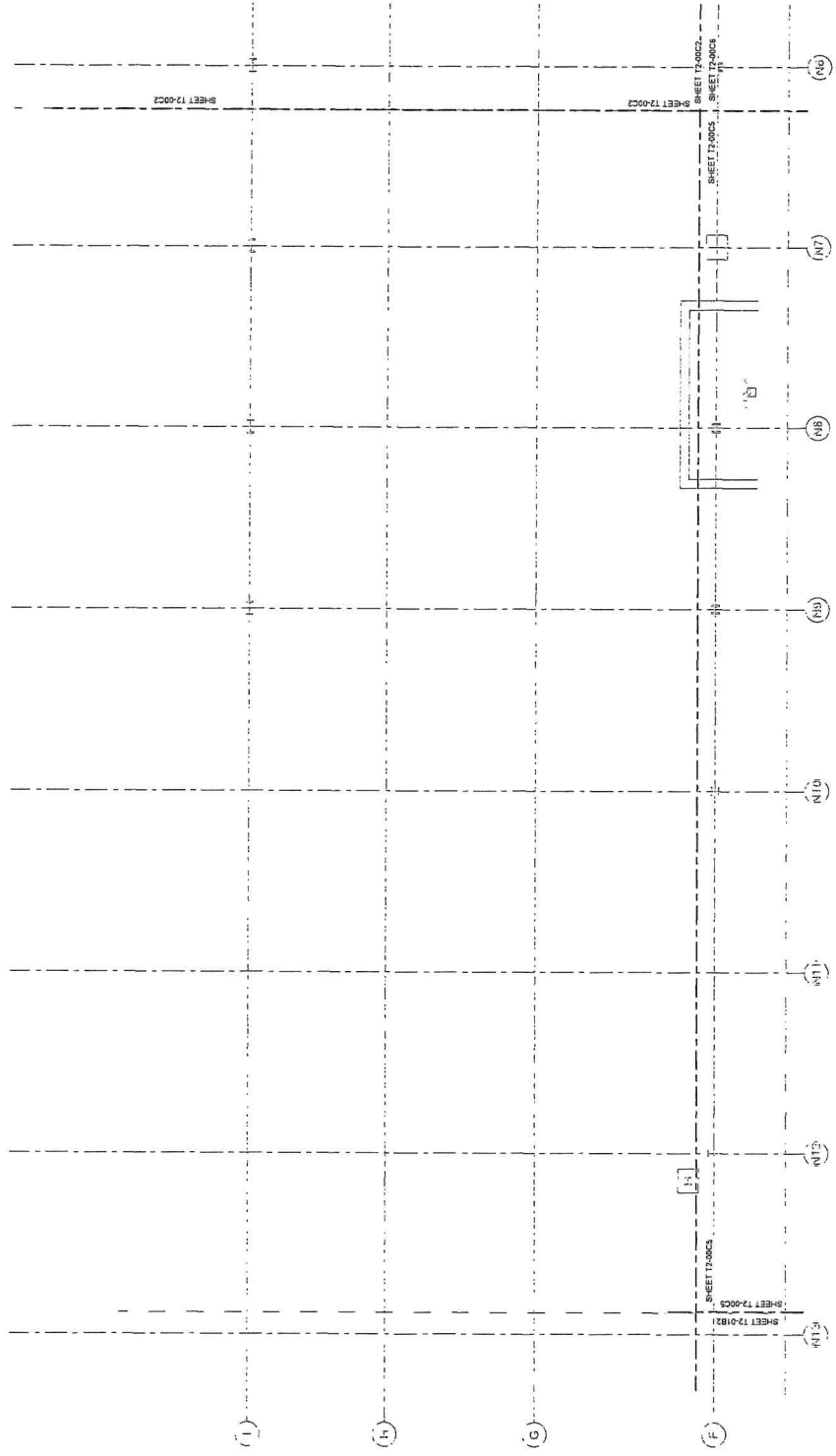
TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

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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"



SEE DETAIL T2-001 FOR MINIMUM REQUIREMENTS
CONCRETE DETAIL T2-001 FOR MINIMUM REQUIREMENTS

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TYLER KELLY

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10/23/2024

KEY PLAN



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CHECKED BY	T.K.
DATE	10/23/2024

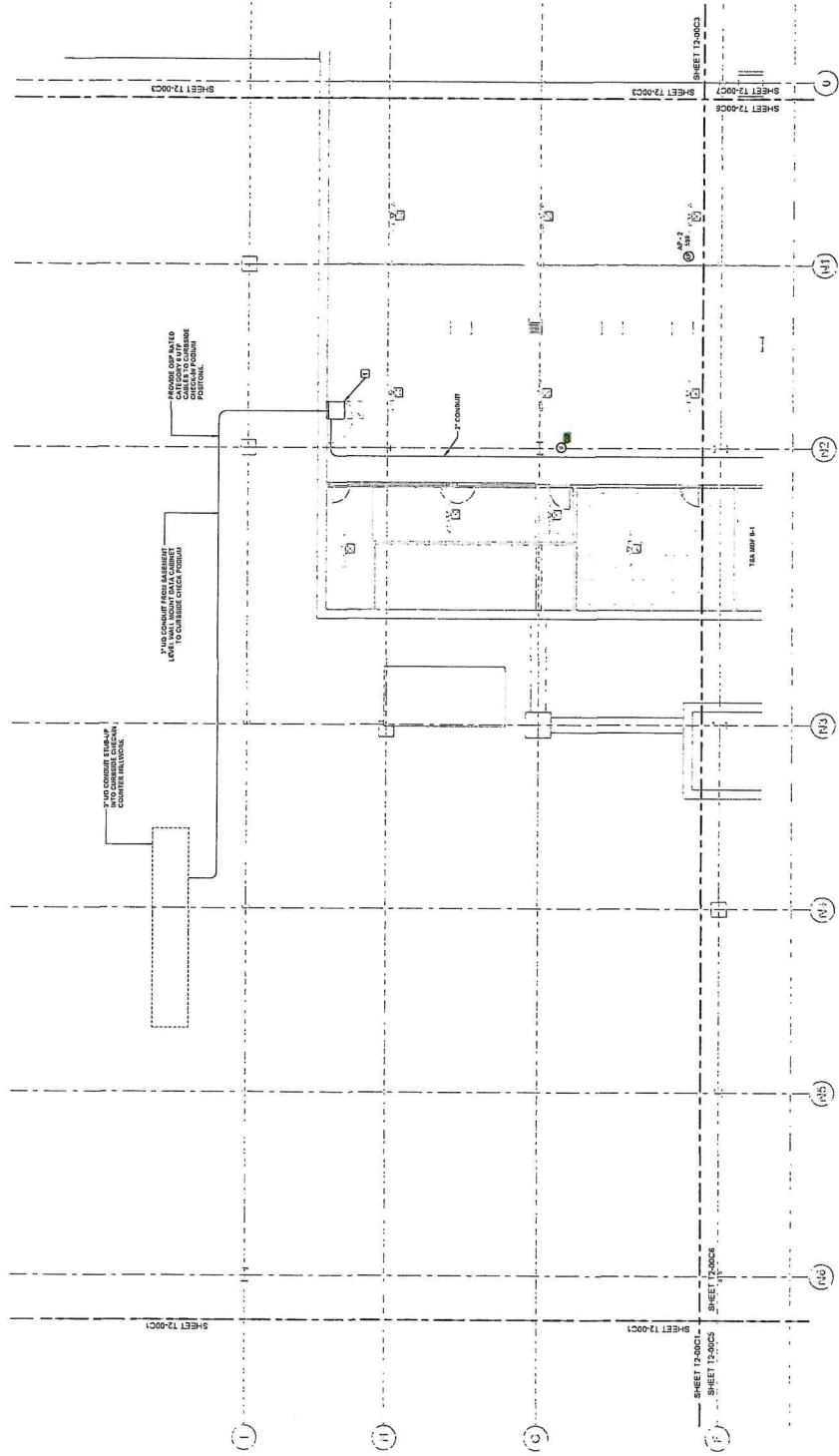
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PLAN - Zone C2

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BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

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REVISIONS	ISSUES
1	1. SNA SCHEDULE DESIGN
2	2. SNA DESIGN DEVELOPMENT
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6	6. ISSUED FOR PERMIT
7	7. ISSUED FOR CONSTRUCTION



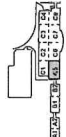
1 LEVEL B1 - TELECOM CEILING PLAN - Zone C2
1/8\"/>

REVISIONS
1. PROVIDE POWER POLE FOR COMMUNIC
IDENTIFY OUTLET AS AT 441

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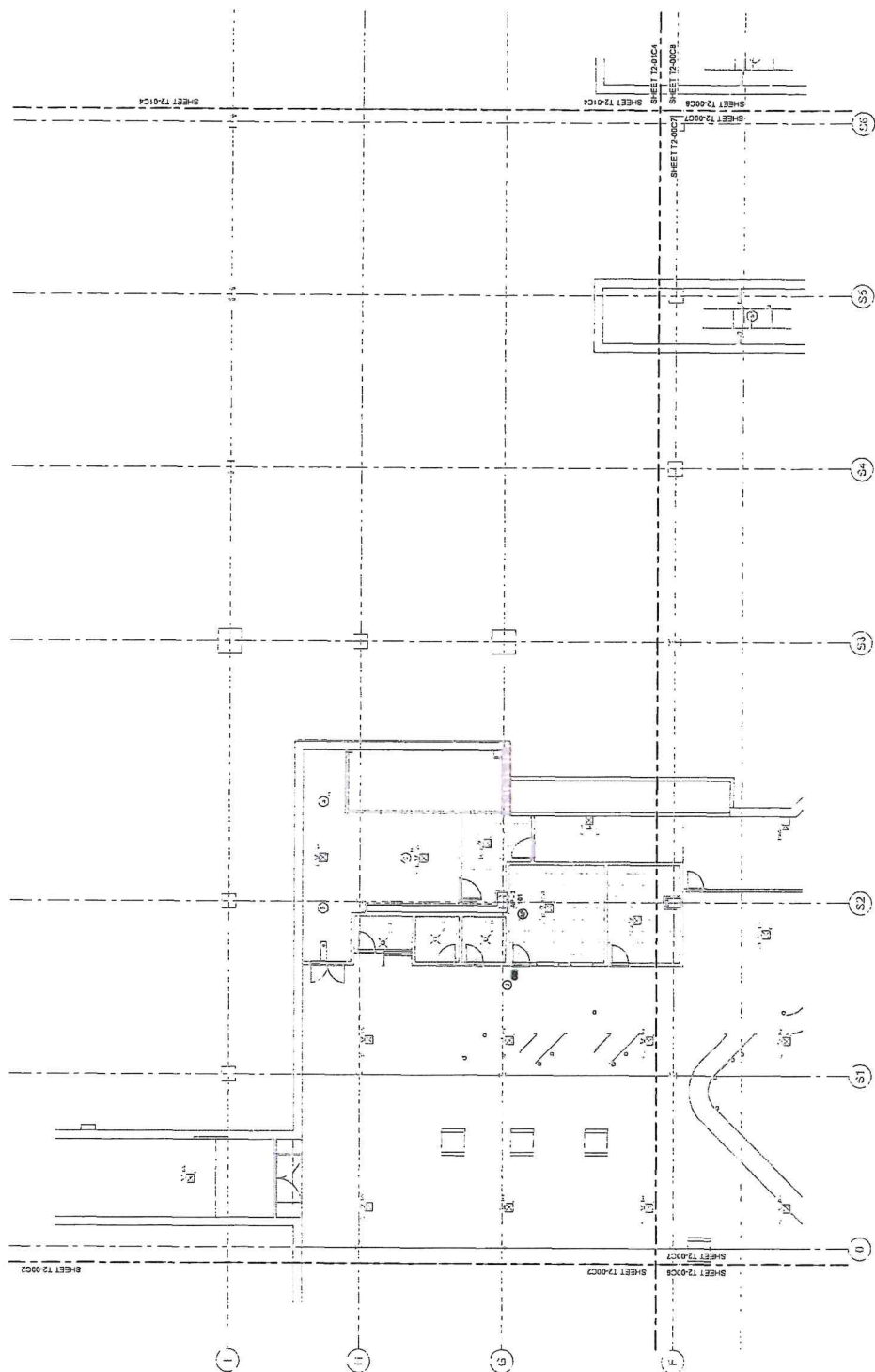
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LEVEL B1 - TELECOM CEILING
PLAN - Zone C3

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

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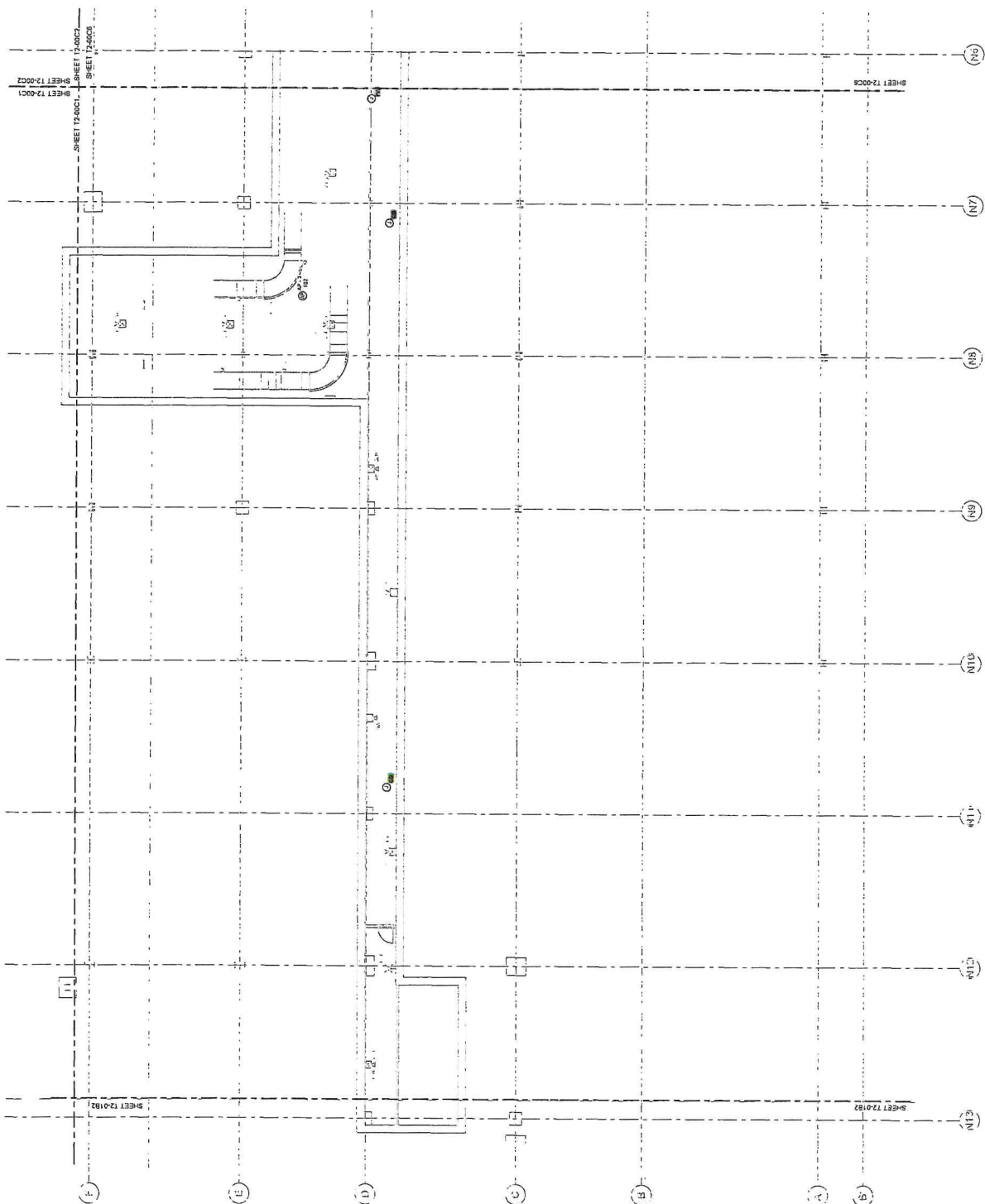


1 LEVEL B1 - TELECOM CEILING PLAN - Zone C3
1/8\"/>

Date of issue: 10/23/2024



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BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

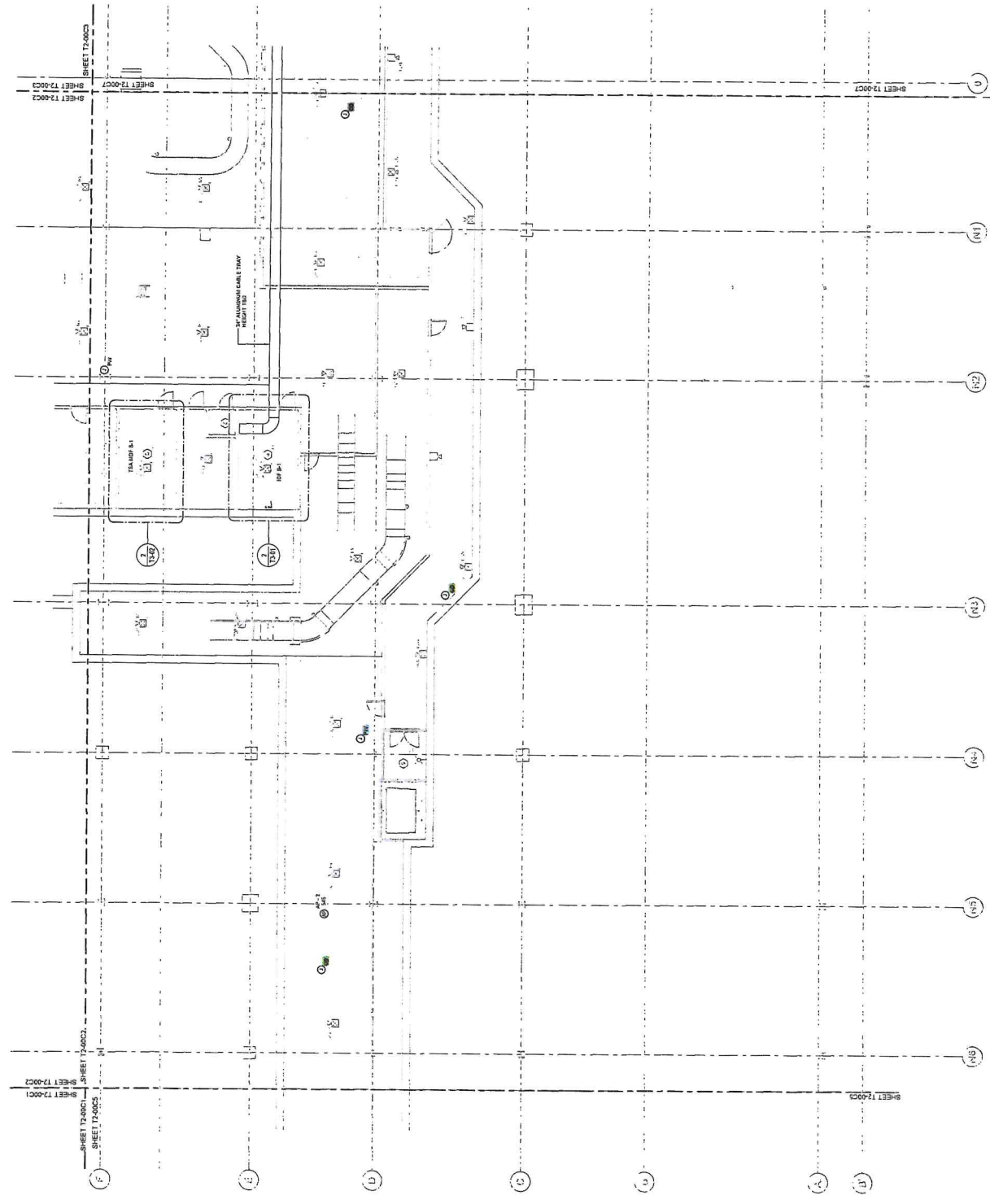
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PLAN - Zone C5

NOTES:
1. PROVIDE POWER POLE FOR COMMUNICA
MOUNT OUTLET AT 47" AFF

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KEY PLAN

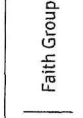


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BURLBANK RPT
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1 LEVEL B1 - TELECOM CEILING PLAN - Zone C6
1/8" = 1'-0"

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LEVEL B1 - TELECOM CEILING
PLAN - Zone C6

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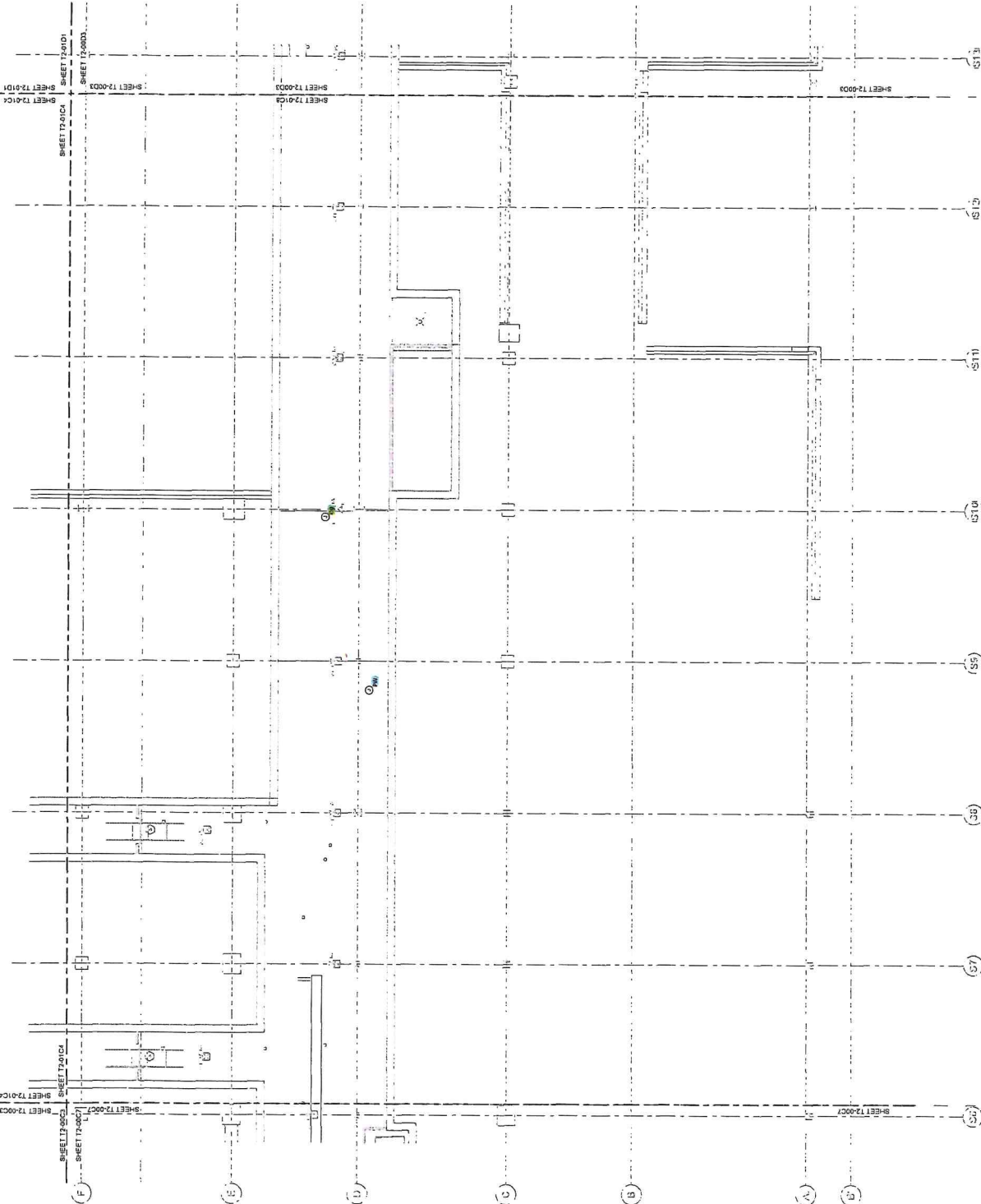
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Several authors



DATE 10/23/2024	DRAWING N. T2-00	TERM



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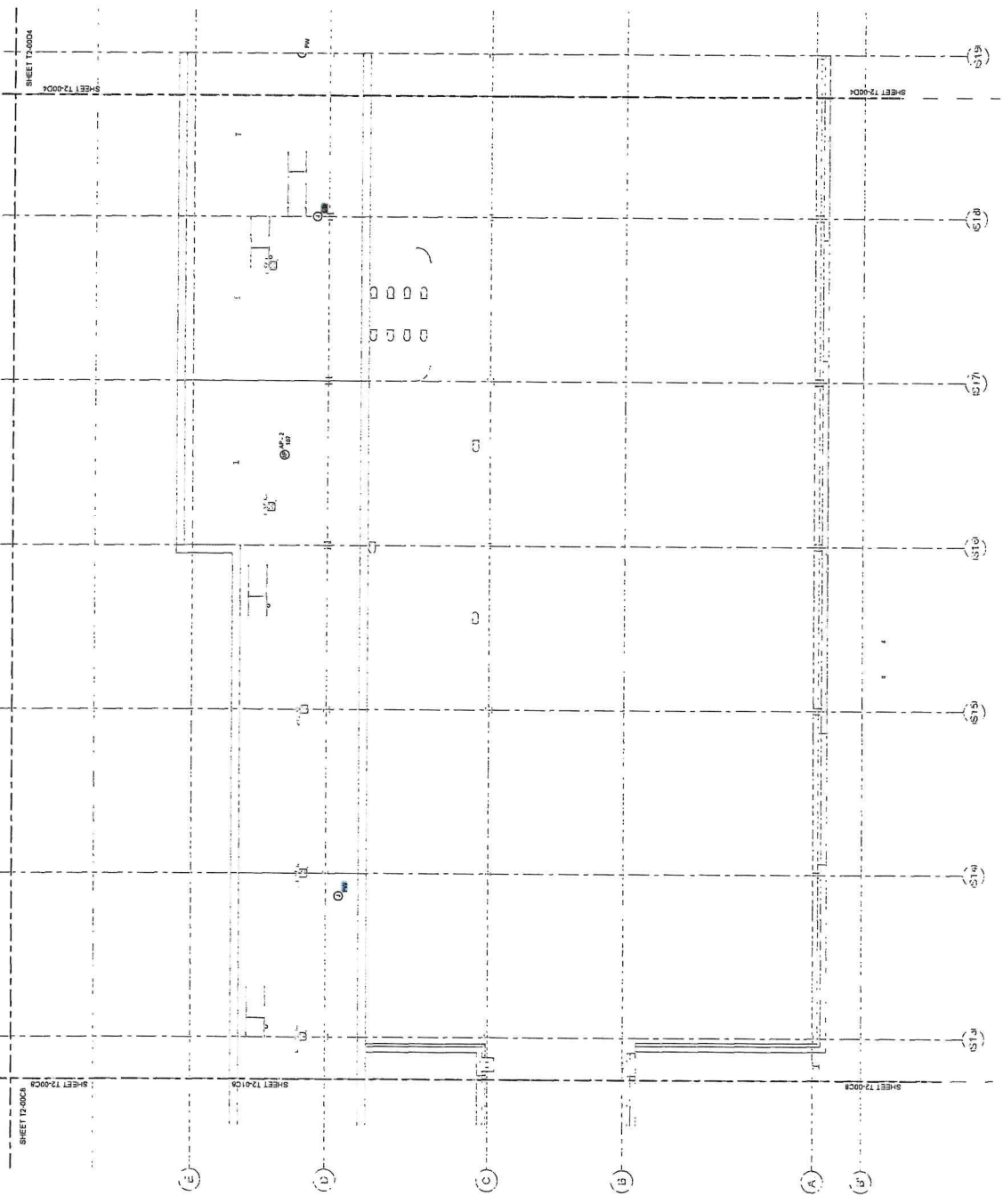
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10/23/2024

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	TK	DRAWN BY	CHECKED BY	



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WF			
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LEVEL B1 - TELECOM CEILING
PLAN - Zone D4

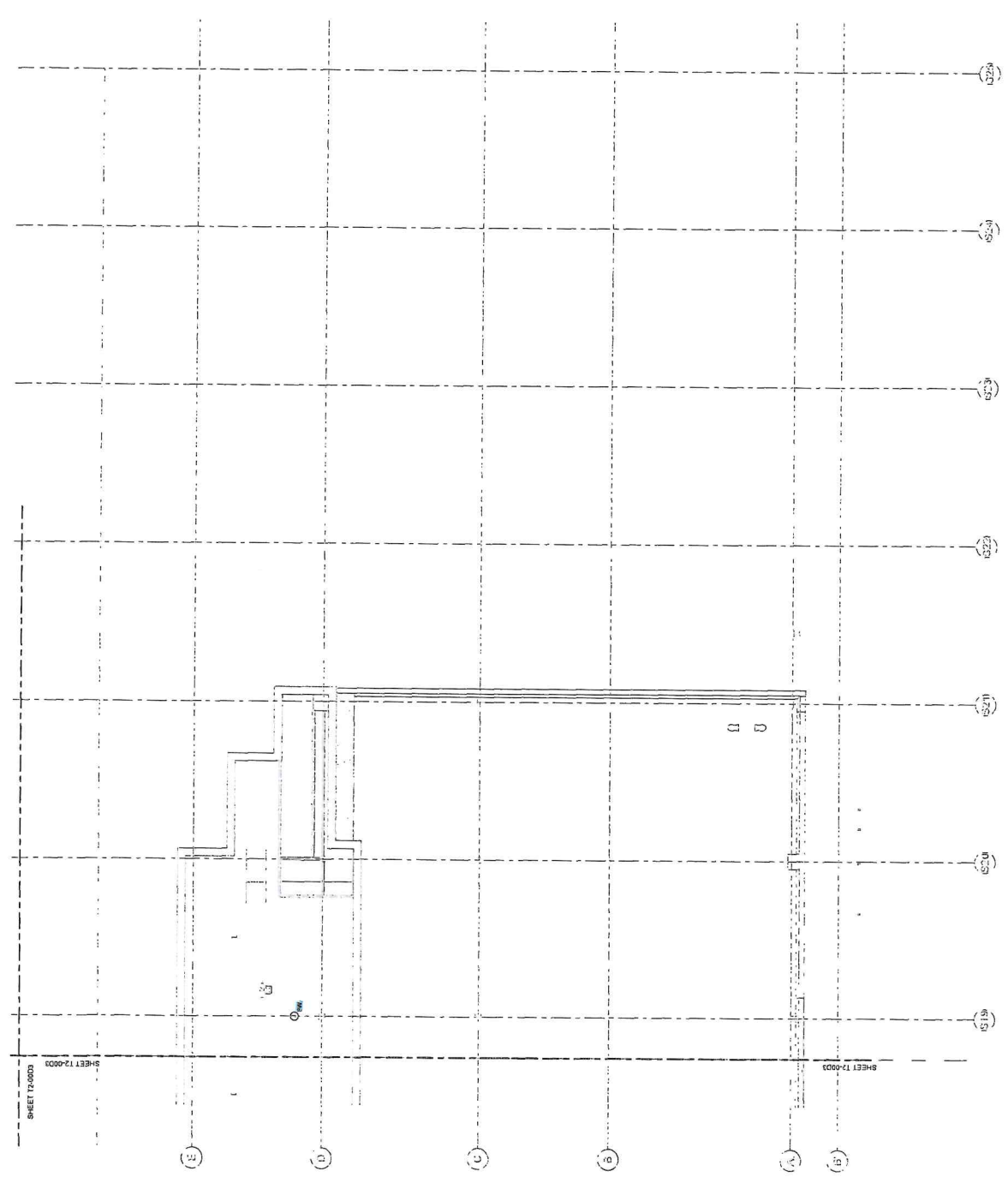
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REVISIONS	DATE	BY	DESCRIPTION
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1 LEVEL B1 - TELECOM CEILING PLAN - Zone D4



SHEET TITLE:
LEVEL 1 - TELECOM CEILING
PLAN - Zone A1

1 LEVEL 1 - TELECOM CEILING PLAN - Zone A1
1/8" = 1'-0"

STANDARD: 0
PROVIDE L&T AND A/F FILES. OFFICE CAN
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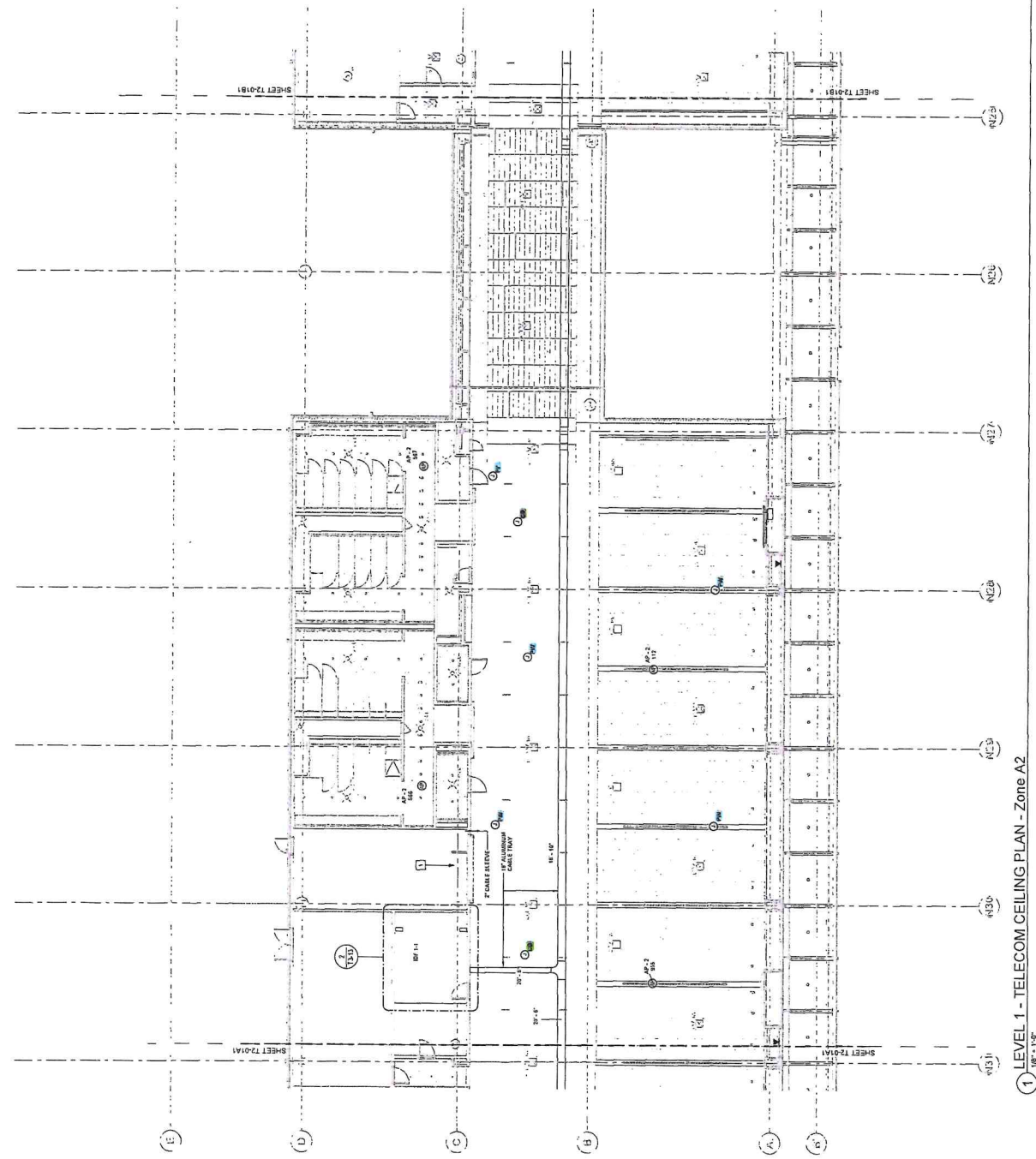
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PLAN - Zone A2

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Burbank, CA 91505

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2	10/23/2024	DATA SCHEDULE DESIGN
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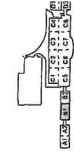
1 LEVEL 1 - TELECOM CEILING PLAN - Zone A2
10' = 1'-0"

NOTES:
1. PROVIDE A STANDING RIGID CABLE
HANGING SYSTEM WITH 15' COB OF FIBER
BANK

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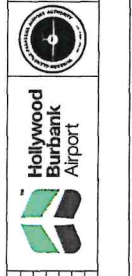
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DATE	10/23/2024	DRAWING NO.	T2-011
DRAWN BY	TK	CHECKED BY	HP
TERMINAL BUILDING	BURBANK RPT	2827 N HOLLYWOOD WAY	Burbank, CA 91505
TERMINAL BUILDING	BURBANK RPT	2827 N HOLLYWOOD WAY	Burbank, CA 91505
TERMINAL BUILDING	BURBANK RPT	2827 N HOLLYWOOD WAY	Burbank, CA 91505

SHEET TITLE:
LEVEL 1 - TELECOM CEILING
PLAN - Zone B1

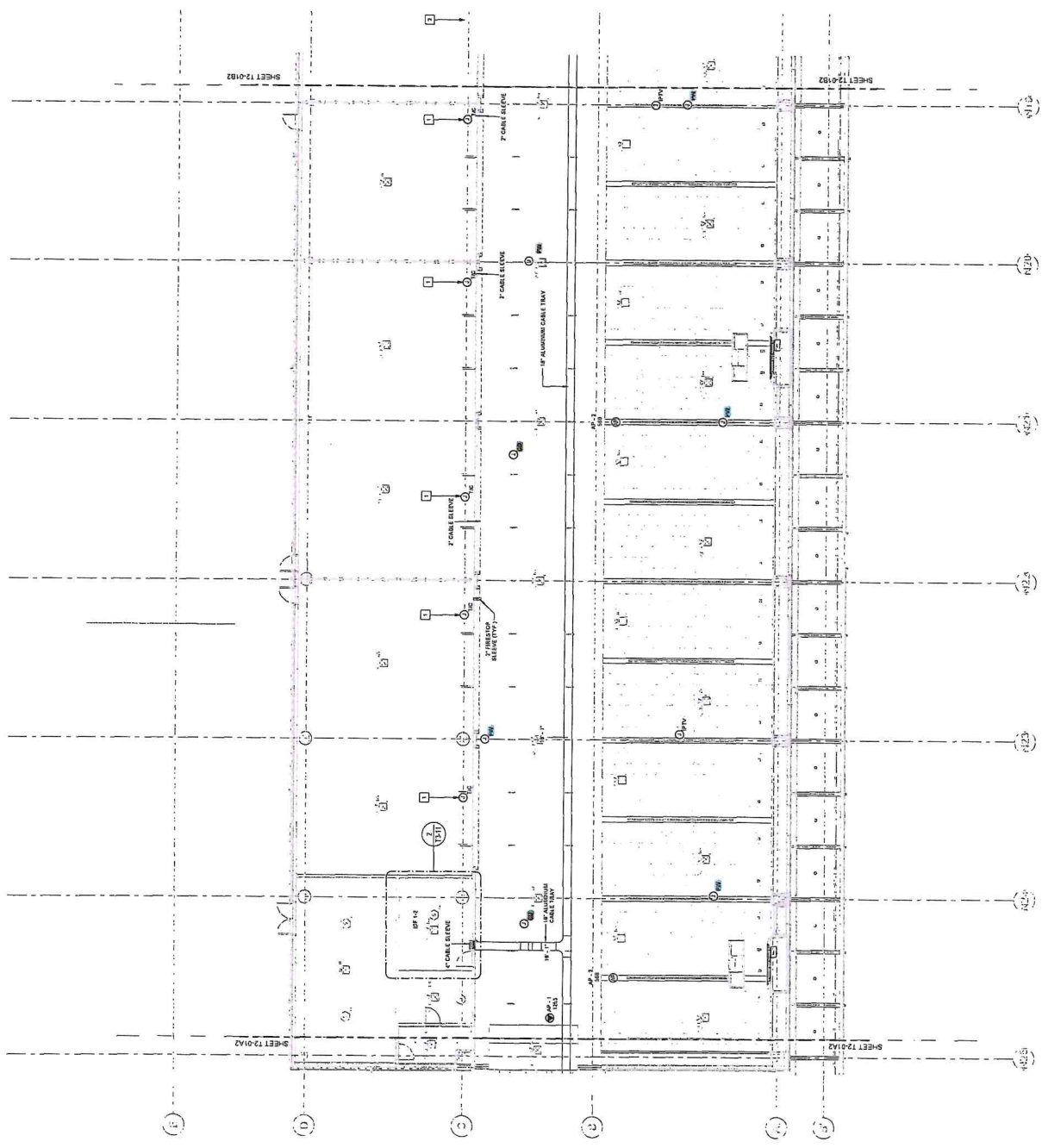
TERMINAL BUILDING
BURBANK RPT
2827 N HOLLYWOOD WAY
Burbank, CA 91505

Faith Group



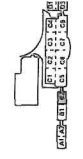
REVISIONS	ISSUES
1	10% Schematic Design
2	20% Design Development
3	30% Design Development
4	40% Design Development
5	50% Design Development
6	60% Design Development
7	70% Design Development
8	80% Design Development
9	90% Design Development
10	100% Design Development

1 LEVEL 1 - TELECOM CEILING PLAN - Zone B1
1/8" = 1'-0"

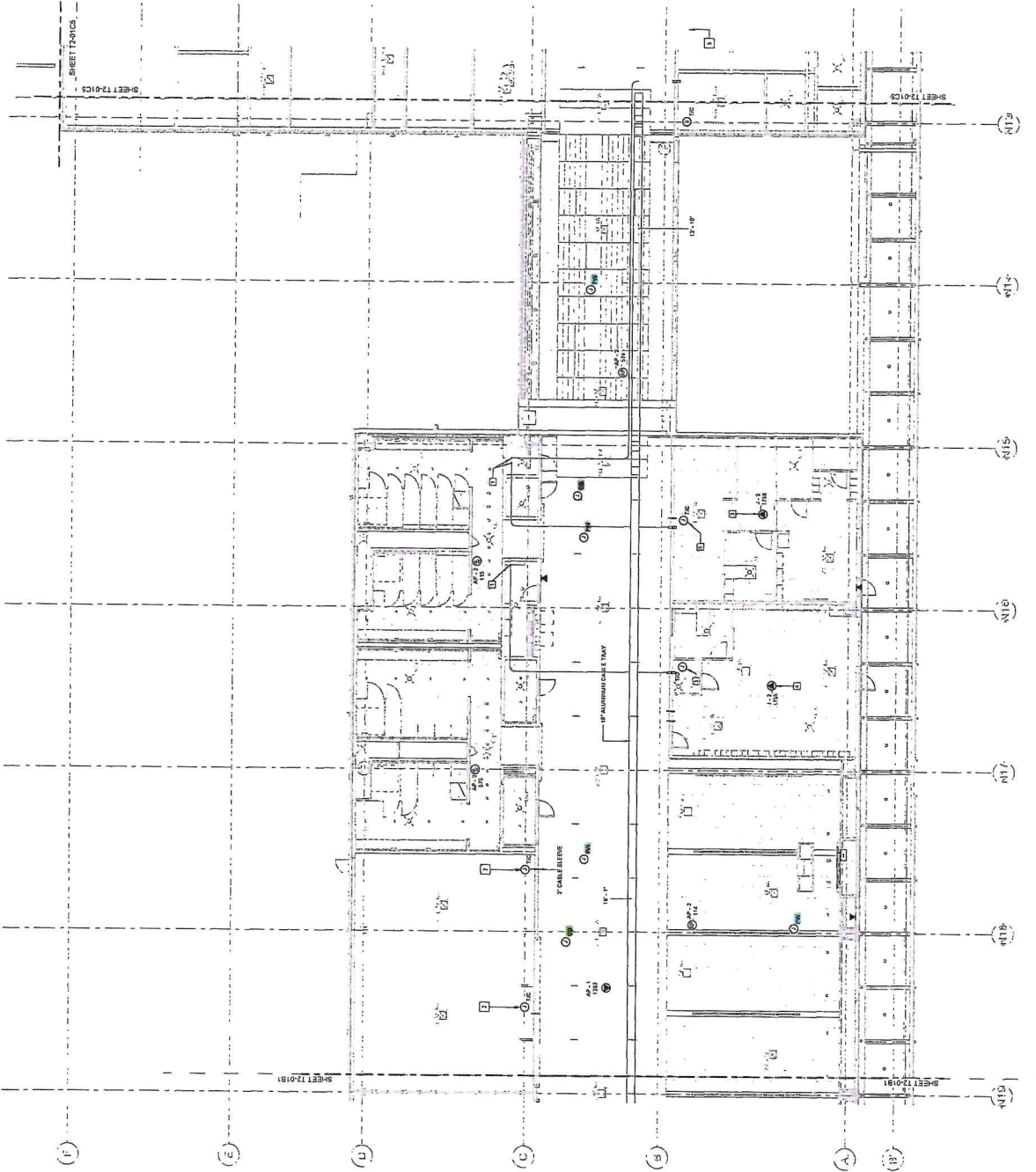


- NOTES:**
1. PROVIDE ALL RAMP AND REEFER OPTIC CABLE TRAYS TO BE PROVIDED BY THE RAMP CONTRACTOR. PROVIDE ALL RAMP OPTIC CABLE TRAYS TO BE PROVIDED BY THE RAMP CONTRACTOR.
 2. PROVIDE ALL RAMP AND REEFER OPTIC CABLE TRAYS TO BE PROVIDED BY THE RAMP CONTRACTOR. PROVIDE ALL RAMP OPTIC CABLE TRAYS TO BE PROVIDED BY THE RAMP CONTRACTOR.
 3. 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.
 4. 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.
 5. 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.
 6. 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.
 7. 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.
 8. 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.
 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
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 KEYPLAN



DATE	DRAWN BY	CHECKED BY	TERMS
10/23/2024	TK	JP	RETURN TO INDEX



1 LEVEL 1 - TELECOM CEILING PLAN - Zone B2
 10/23/2024

REVISIONS

NO.	DATE	DESCRIPTION
1	10/23/2024	100% ARCHITECTURAL DESIGN
2	10/23/2024	100% DESIGN DEVELOPMENT
3	10/23/2024	DESIGNED FOR PERMIT
4	10/23/2024	DESIGNED FOR PERMIT
5	10/23/2024	DESIGNED FOR PERMIT
6	10/23/2024	DESIGNED FOR PERMIT
7	10/23/2024	DESIGNED FOR PERMIT

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

Faith Group

CORGAN
CANON DESIGN
BURNS & MCDONNELL

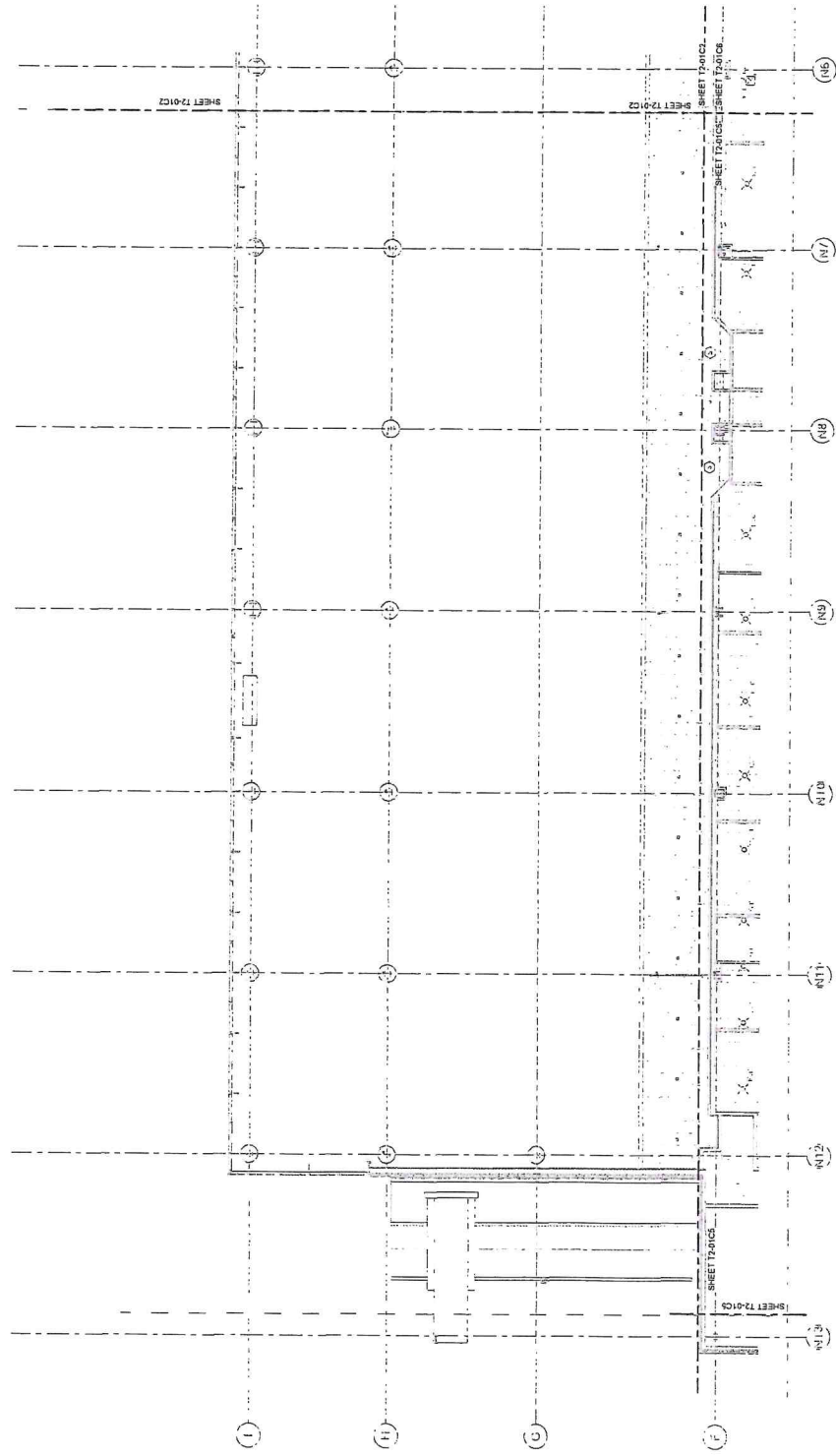
Pankow
T&C
 HOLDERS

Hollywood Burbank Airport

17/0024 1:10 PM 12-0182 LEVEL 1 - TELECOM CEILING PLAN - Zone B2

REVISIONS

1. PROVIDE POWER POLES FOR COMMUNITY MOUNT OUTLET AT 47' AP



1 LEVEL 1 - TELECOM CEILING PLAN - Zone C1
1/8" = 1'-0"

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RETURN TO INDEX 10-40

SHEET TITLE:
LEVEL 1 - TELECOM CEILING
PLAN - Zone C1

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

Faith Group



REVISIONS	DATE	BY	DESCRIPTION
1	10/23/2024	TK	ISSUE FOR PERMIT
2	10/23/2024	TK	ISSUE FOR PERMIT
3	10/23/2024	TK	ISSUE FOR PERMIT
4	10/23/2024	TK	ISSUE FOR PERMIT
5	10/23/2024	TK	ISSUE FOR PERMIT
6	10/23/2024	TK	ISSUE FOR PERMIT
7	10/23/2024	TK	ISSUE FOR PERMIT

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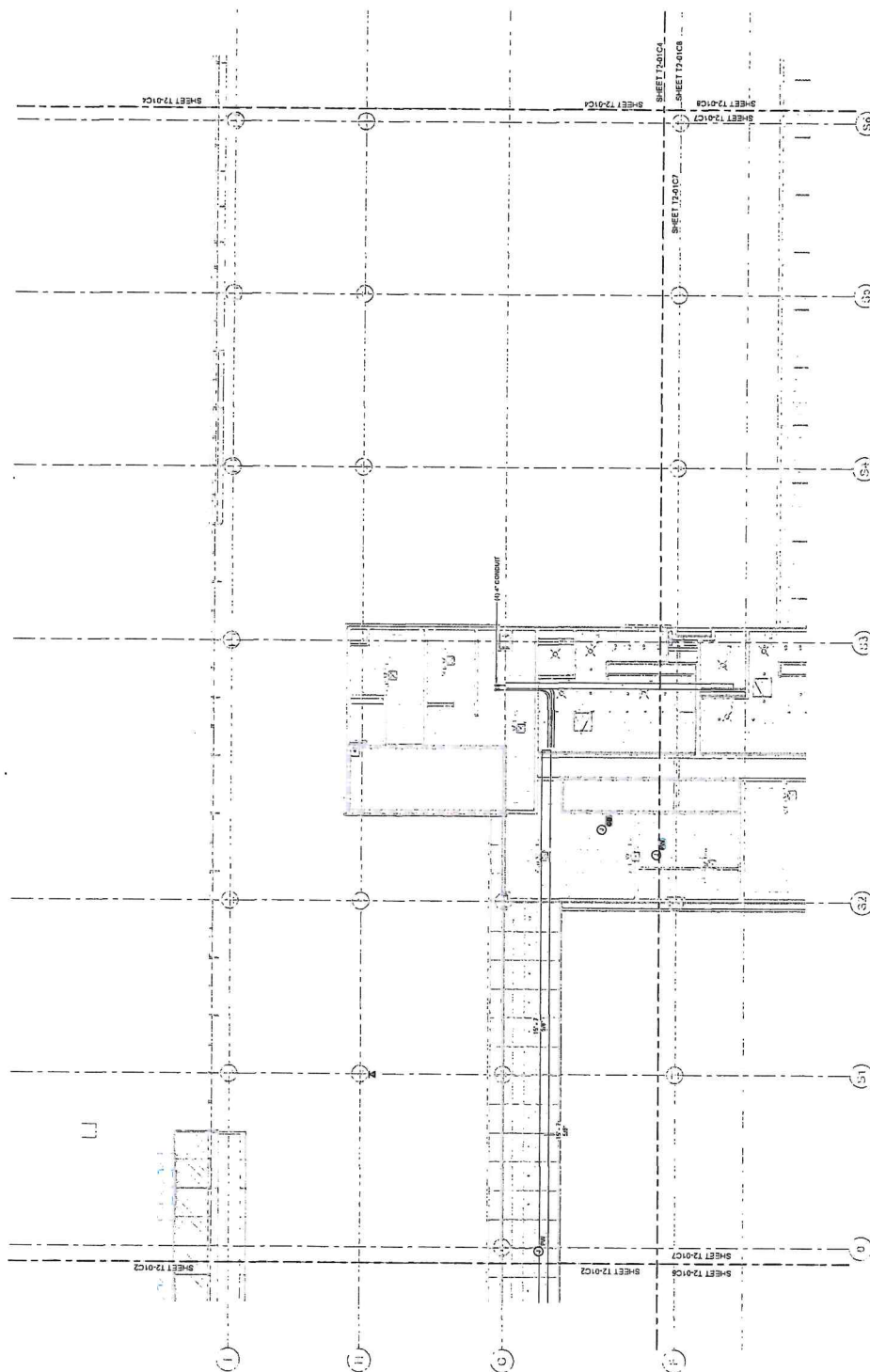
Date of issue:

10/23/2024

7

DATE	DRAWING NO.
10/23/2024	T2-01
DRAWN BY	

TK	CHECKED BY HF	TERM
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RETURN TO INDEX
T0-00

1 LEVEL 1 - TELECOM CEILING PLAN - Zone C3
1/8" = 1'-0"

Δ	REVISIONS		Q	ISSUES
		1	28/08/2023	30% Final MATE Review
		2	13/09/2023	40% Final MATE Compliance
		3	19/09/2023	50% Final MATE Compliance
		4	04/10/2024	ISSUED FOR PRINT A1
		5	10/10/2024	ISSUED FOR PRINT A1
		6	09/12/2024	ISSUED FOR PRINT A1



Faith Group

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

SHEET TITLE:
LEVEL 1 - TELECOM CEILING
PLAN - Zone C3

00-01

 $1/8'' \pm 1'-0''$

Δ	REVISIONS	ISSUES
1	SEP100021	1994 SCIENTIFIC DESIGN
2	SEP100023	1995 RECONSTRUCTIVE CONCEPT
3	SEP100024	1995 RECONSTRUCTIVE CONCEPT
4	SEP100024	ISSUED FOR PERMIT
5	SEP100024	ISSUED FOR PERMIT R1
6	SEP100024	ISSUED FOR PERMIT R2
7	SEP100024	ISSUED FOR CONSTRUCTION

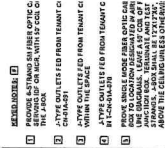


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TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
LEVEL 1 - TELECOM CEILING
PLAN - Zone C4

TO-00



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10/23/2024

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DATE 10/23/0724	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% REDUCTION OF POWER OUTPUT
		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
TEC**
Construction & Development



**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

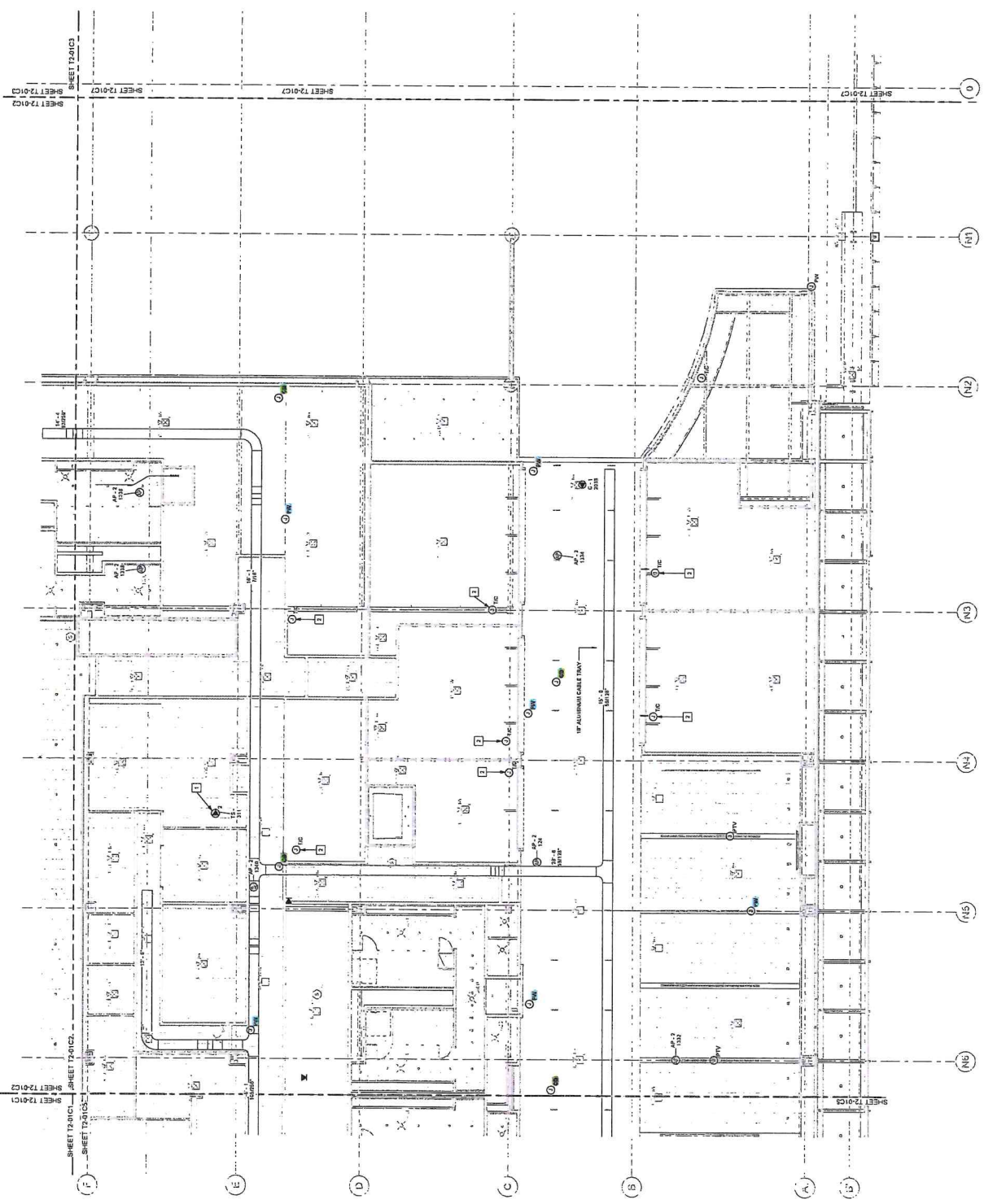
Δ	REVISIONS	Q	ISSUES
		1	20% OF ELUATE PENDING
		2	40% DESIGN DOCUMENT COMPLETED
		3	ISSUED FOR PERMIT
		4	ISSUED FOR PERMIT #1
		5	ISSUED FOR PERMIT #2
		6	ISSUED FOR PERMIT #3
		7	ISSUED FOR CONSTRUCTION

1 PROVIDE OUTLET FOR FUTURE AIRLINE
2 PROVIDE AIRLINE FOR FUTURE AIRLINE
3 PROVIDE AIRLINE FOR FUTURE AIRLINE
4 PROVIDE AIRLINE FOR FUTURE AIRLINE
5 PROVIDE AIRLINE FOR FUTURE AIRLINE
6 PROVIDE AIRLINE FOR FUTURE AIRLINE
7 PROVIDE AIRLINE FOR FUTURE AIRLINE
8 PROVIDE AIRLINE FOR FUTURE AIRLINE
9 PROVIDE AIRLINE FOR FUTURE AIRLINE
10 PROVIDE AIRLINE FOR FUTURE AIRLINE

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10/23/2024
KEYPLAN



DATE	10/23/2024
DRAWN BY	TK
CHECKED BY	HP
TER	TER
RETURN TO INDE	10-40



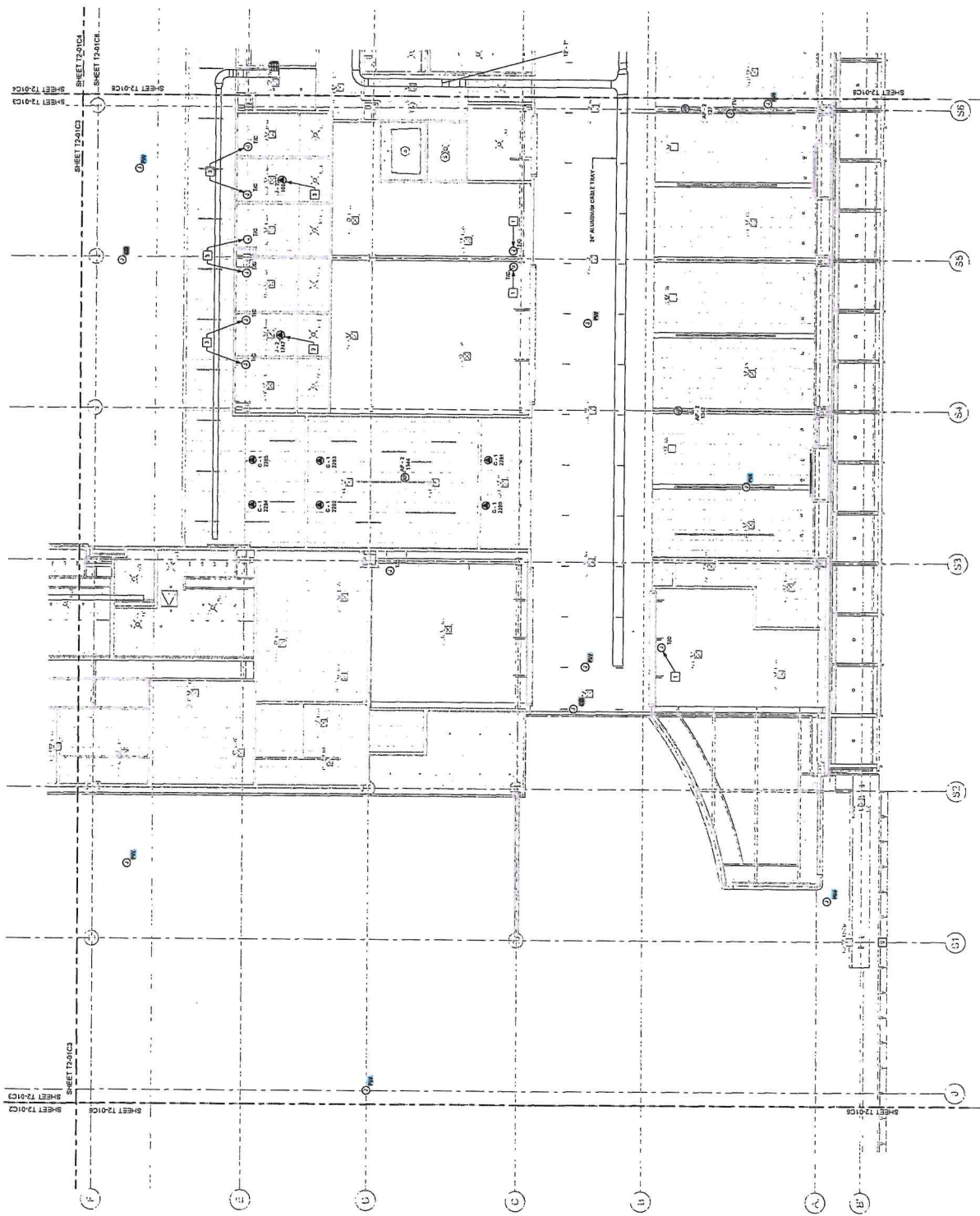
1 LEVEL 1 - TELECOM CEILING PLAN - Zone C6
1/8" = 1'-0"

REVISIONS

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2	10/23/2024	DATE	10/23/2024	DATE	10/23/2024
3	10/23/2024	DATE	10/23/2024	DATE	10/23/2024
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5	10/23/2024	DATE	10/23/2024	DATE	10/23/2024
6	10/23/2024	DATE	10/23/2024	DATE	10/23/2024
7	10/23/2024	DATE	10/23/2024	DATE	10/23/2024

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

Faith Group



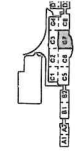
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- 1. PROVIDE LIFTING AND LIFTING OPTIC CABLE TRAY TO THE FLOOR ON THE SIDE OF THE FLOOR.
 - 2. PROVIDE LIFTING AND LIFTING OPTIC CABLE TRAY TO THE FLOOR ON THE SIDE OF THE FLOOR.
 - 3. PROVIDE LIFTING AND LIFTING OPTIC CABLE TRAY TO THE FLOOR ON THE SIDE OF THE FLOOR.

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Date of Issue: 10/23/2024

REVISION



DATE	DRAWING NO.	DATE	TERMINAL BUILDING
10/23/2024	T2-01	10/23/2024	BURBANK RPT
DRAWN BY	CHECKED BY	DATE	TERMINAL BUILDING
TK	TK	10/23/2024	BURBANK RPT
DATE	TERMINAL BUILDING	DATE	TERMINAL BUILDING
10/23/2024	BURBANK RPT	10/23/2024	BURBANK RPT

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 MEDONNELL

Pankow
FEC
HOLDER

Hollywood Burbank Airport

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

Faith Group

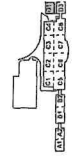
TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY

SHEET TITLE:
LEVEL 1 - TELECOM CEILING
PLAN - Zone C8

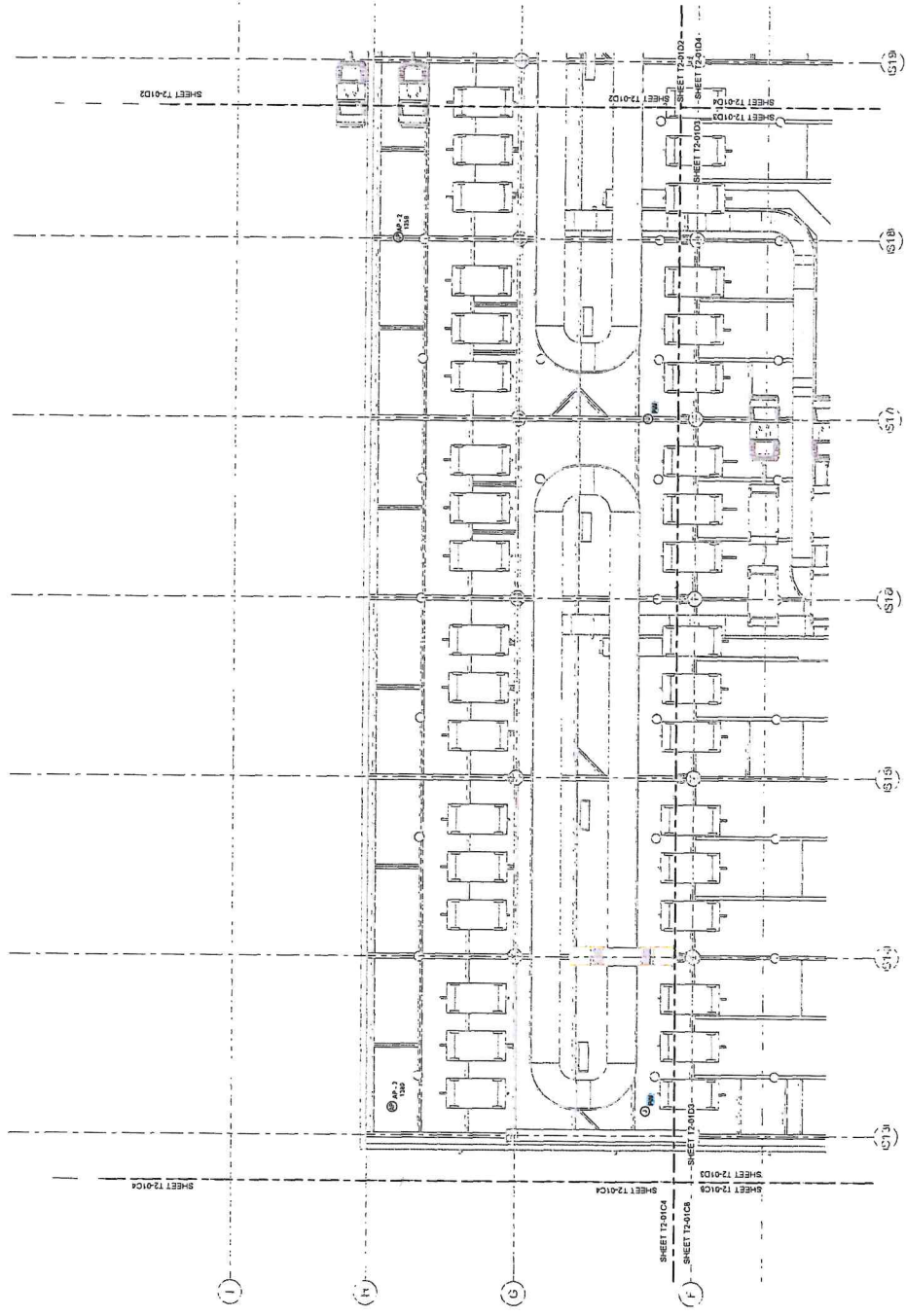
CHECKED BY HF	TERM
RETURN TO INDEX 70-00	

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 KEY PLAN



DATE	10/23/2024	DATE	10/23/2024
DRAWN BY	TK	DATE	10/23/2024
CHECKED BY	HF	DATE	10/23/2024
TERMS	RETURN TO INDEX T2-09	DATE	10/23/2024



① LEVEL 1 - TELECOM CEILING PLAN - Zone D1
 1/8" = 1'-0"

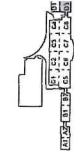
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PLAN - Zone D1		2827 N. HOLLYWOOD WAY		BURNS & MCDONNELL				2	10/23/2024
		Burbank, CA 91505						3	10/23/2024
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								100	10/23/2024

NOTED: PROVIDE AS TRAVEL SURFACES OPTIC CABLE TRAYS TO BE INSTALLED WITHIN COILS OF THE ASK. PROVIDE SINGLE ROWS OF ASK OPTIC CABLE TRAYS TO BE INSTALLED WITHIN COILS OF THE ASK. PROVIDE SINGLE ROWS OF ASK OPTIC CABLE TRAYS TO BE INSTALLED WITHIN COILS OF THE ASK. PROVIDE SINGLE ROWS OF ASK OPTIC CABLE TRAYS TO BE INSTALLED WITHIN COILS OF THE ASK.

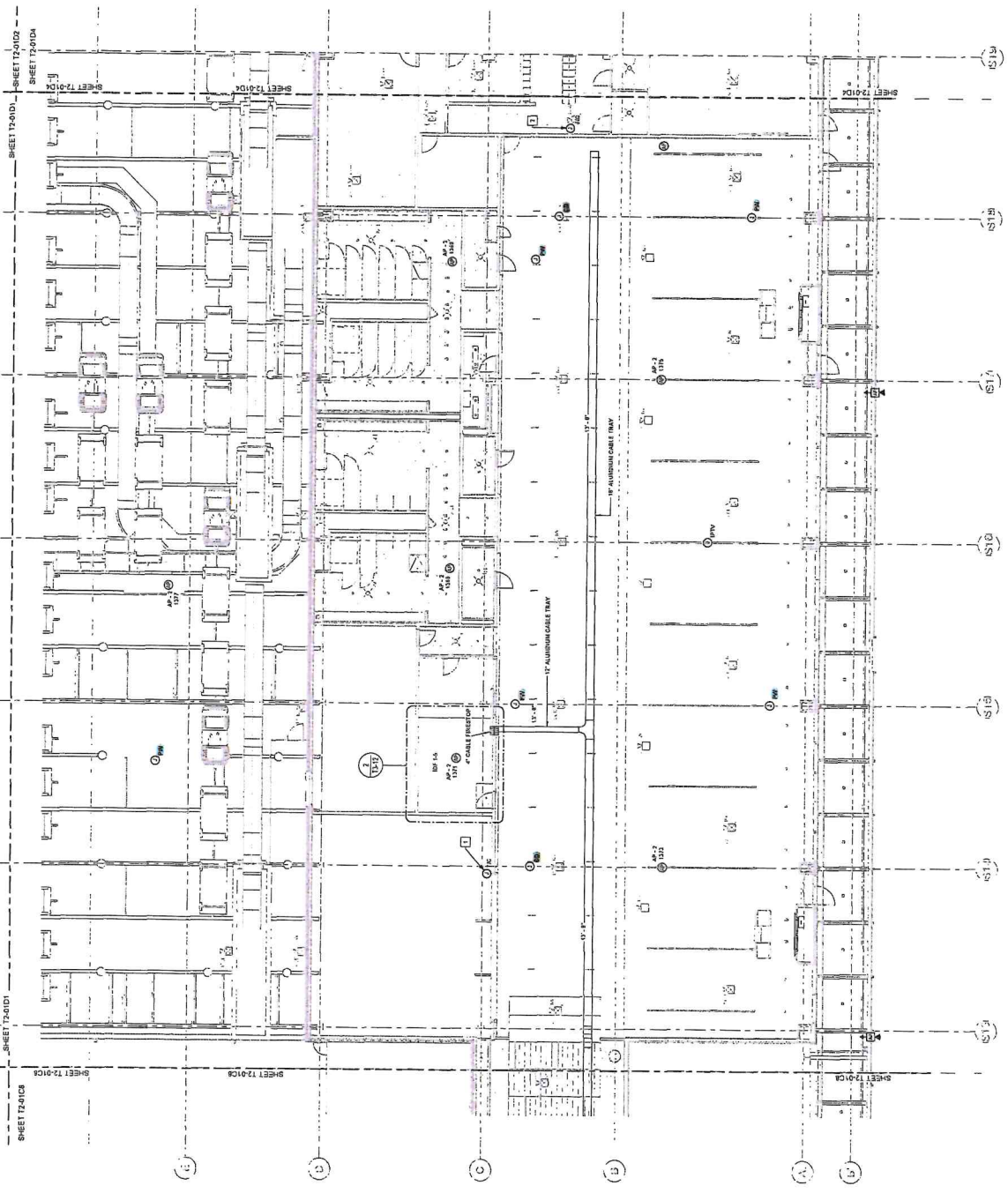
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KEYPLAN



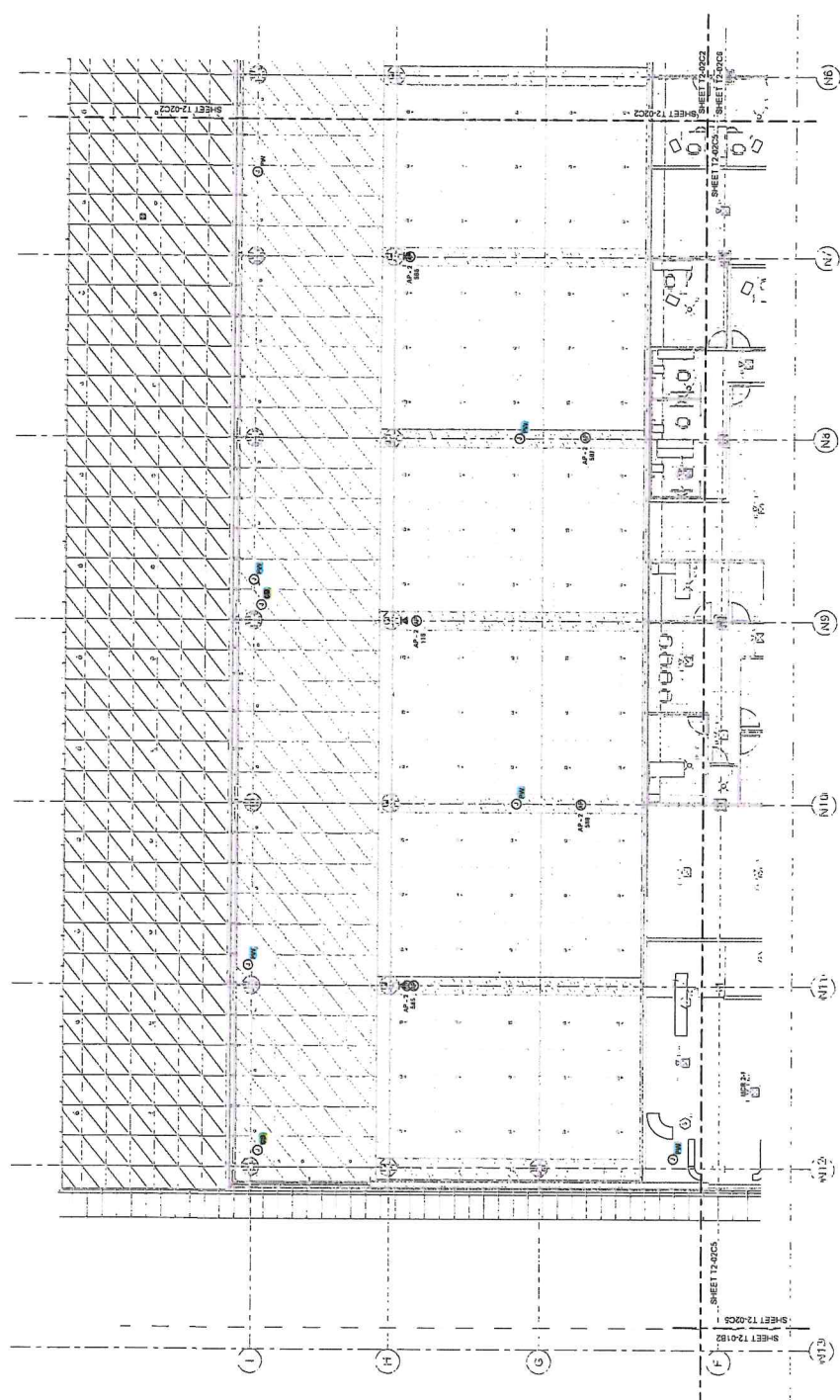
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1 LEVEL 1 - TELECOM CEILING PLAN - Zone D3

REVISIONS		ISSUES		SHEET TITLE:		TERMINAL BUILDING		Faith Group		CORGAN		Hollywood Burbank Airport		TERM	
NO.	DATE	DESCRIPTION	ISSUE	DATE	LEVEL 1 - TELECOM CEILING PLAN - Zone D3	BURBANK RPT	2827 N. HOLLYWOOD WAY	DATE	BY	DATE	BY	DATE	BY	DATE	BY
1	10/23/2024	100% SCHEDULE DESIGN	1	10/23/2024											
2	10/23/2024	100% SCHEDULE DESIGN	2	10/23/2024											
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7	10/23/2024	100% SCHEDULE DESIGN	7	10/23/2024											

17/10/2024 1:18:54 PM 17-010A LEVEL 1 - TELECOM CEILING PLAN - Zone D3



1 LEVEL 2 - TELECOM CEILING PLAN - Zone C1
1/8" = 1'-0"

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Professional Engineer in the State of
California.
TYLER KELLY
Date of Issue:
10/23/2024
REV PLAN



DATE	10/23/2024	DRAWING NO.	T2-02C
DRAWN BY	TK	CHECKED BY	WF
TERMS	RETURN TO INDEX 73-40		

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR DESIGN	10/23/2024
2	ISSUED FOR PERMIT	10/23/2024
3	ISSUED FOR PERMIT	10/23/2024
4	ISSUED FOR PERMIT	10/23/2024
5	ISSUED FOR PERMIT	10/23/2024
6	ISSUED FOR PERMIT	10/23/2024
7	ISSUED FOR PERMIT	10/23/2024

ISSUES

NO.	DESCRIPTION	DATE
1	ISSUED FOR DESIGN	10/23/2024
2	ISSUED FOR PERMIT	10/23/2024
3	ISSUED FOR PERMIT	10/23/2024
4	ISSUED FOR PERMIT	10/23/2024
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6	ISSUED FOR PERMIT	10/23/2024
7	ISSUED FOR PERMIT	10/23/2024

TERMINAL BUILDING

BURBANK RPT

2827 N. HOLLYWOOD WAY

Burbank, CA 91505

Faith Group

Pankow

REC

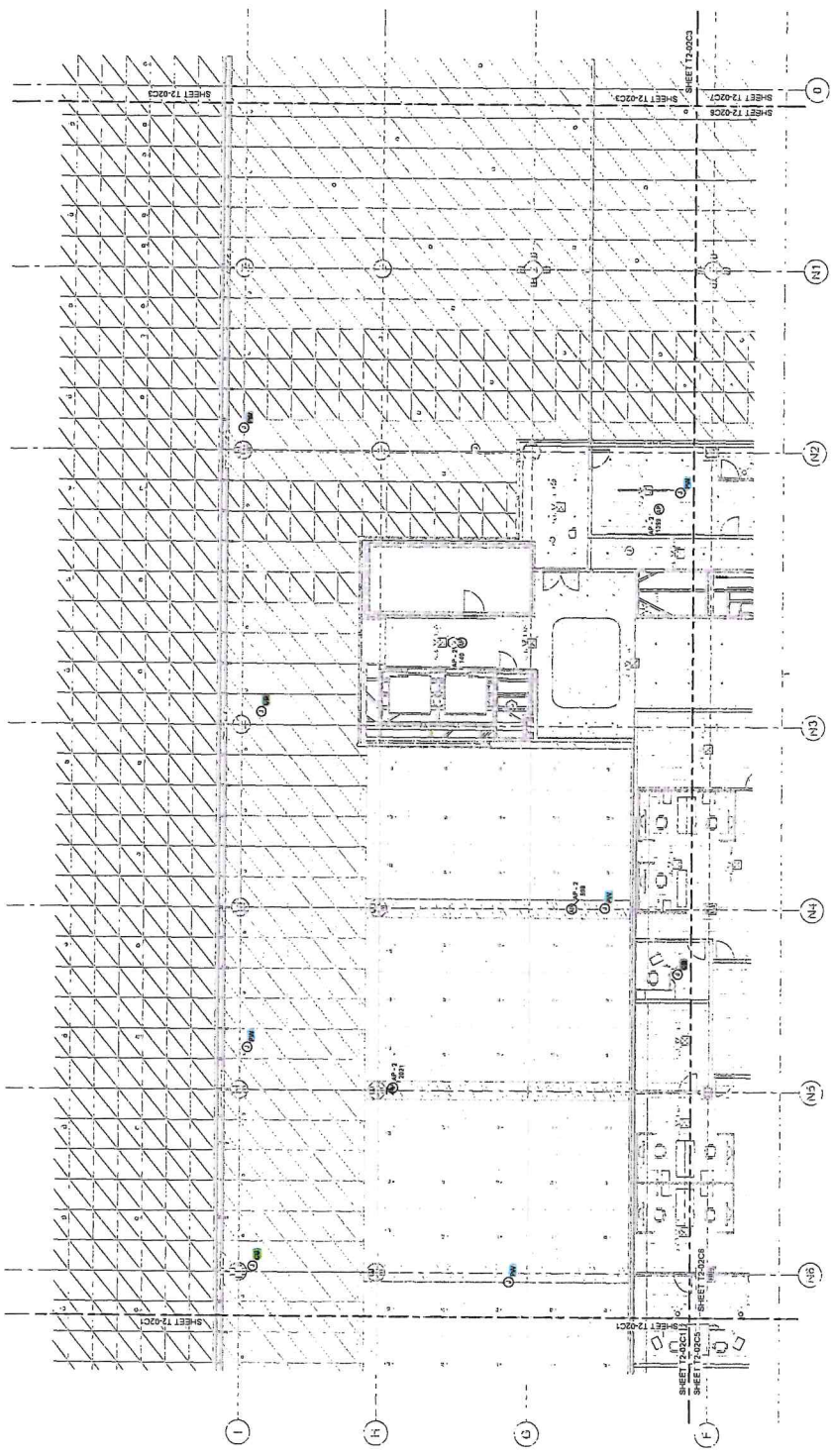
CONSULTING ENGINEERS

CORGAN

CANNONDESIGN

BURNS & MCDONNELL

Hollywood Burbank Airport



1 LEVEL 2 - TELECOM CEILING PLAN - Zone C2
1/17/2024 1:18:04 PM

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KEYPLAN



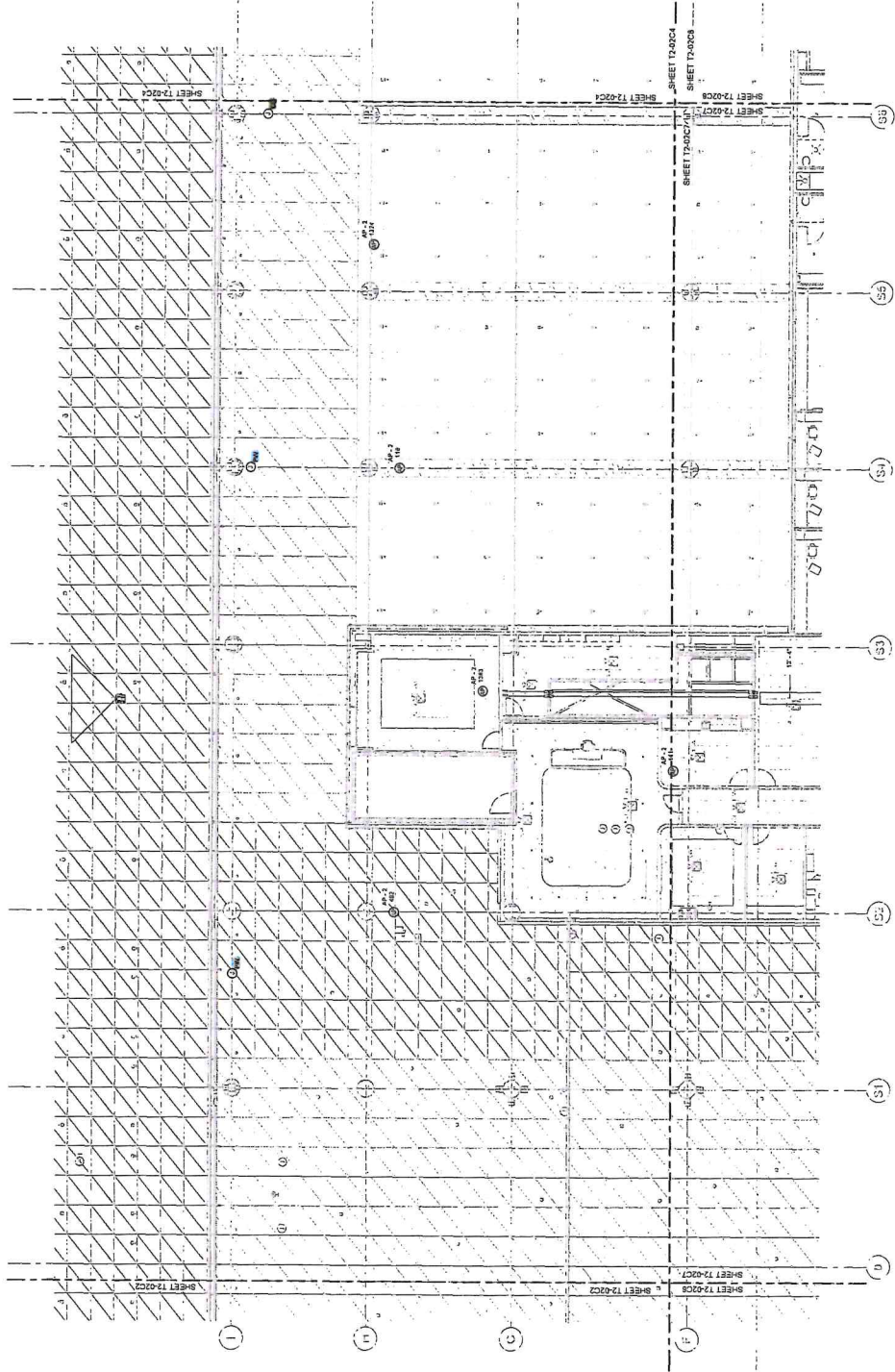
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4	10/23/2024	4	DESIGNED FOR PERMIT
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DATE	10/23/2024	DRAWING NO.	T2-02
DRAWN BY	TK	CHECKED BY	TERI
DATE OF ISSUE	10/23/2024	DATE OF REVIEW	

SHEET TITLE:	LEVEL 2 - TELECOM CEILING PLAN - Zone C2
PROJECT:	TERMINAL BUILDING
LOCATION:	BURBANK RPT
ADDRESS:	2827 N. HOLLYWOOD WAY
CITY:	Burbank, CA 91505

FAITH GROUP	CORGAN	PANKOW	HOLDER	HOLLYWOOD BURBANK AIRPORT
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RETURN TO INDEX	T2-02
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1 LEVEL 2 - TELECOM CEILING PLAN - Zone C3
1/8" = 1'-0"

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 10/23/2024
 KEYPLAN



DATE	10/23/2024
DRAWN BY	TK
CHECKED BY	HP
TERI	
RETURN TO INDE	T0-00

SHEET TITLE:
LEVEL 2 - TELECOM CEILING
PLAN - Zone C3

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



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
7	ISSUED FOR PERMIT	7	ISSUED FOR PERMIT

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TYLER KELLY

TYLER KEELY

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Date of issue:

— 60 —



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SAVING N

DATE	DR
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1

SHEET TITLE:

TERMINAL BILU DING

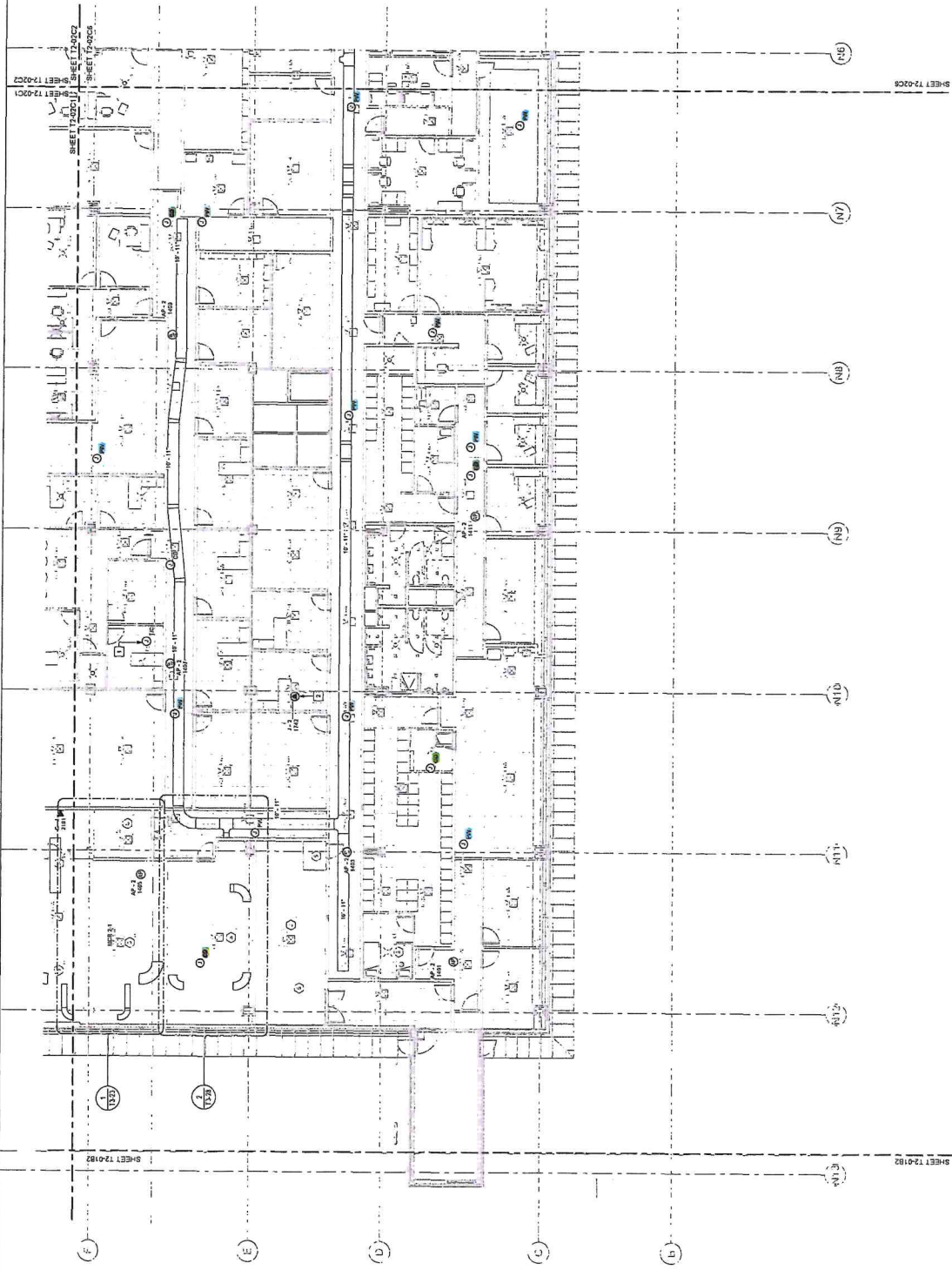
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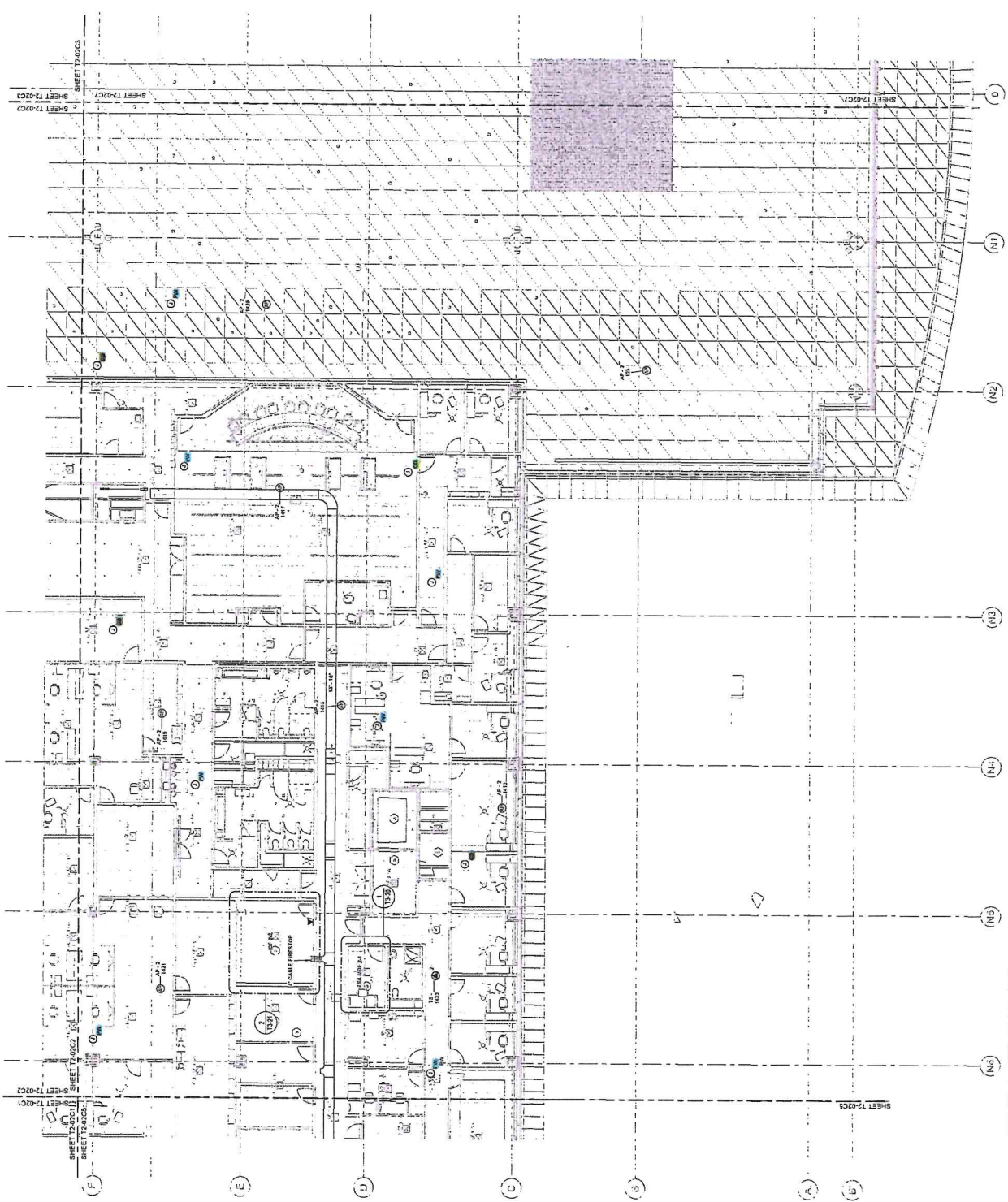


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REVISIONS		ISSUES
1	10/14/2021	20% ARCHITECTURAL DESIGN
2	10/14/2021	50% DESIGN DEVELOPMENT
3	10/14/2021	ISSUED FOR PERMIT #1
4	10/14/2021	ISSUED FOR PERMIT
5	10/14/2021	ISSUED FOR PERMIT #1
6	10/14/2021	ISSUED FOR PERMIT #2
7	10/14/2021	ISSUED FOR PERMIT #3

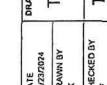
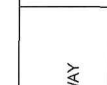
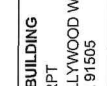
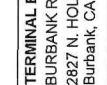
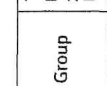
1 LEVEL 2 - TELECOM CEILING PLAN - Zone C5

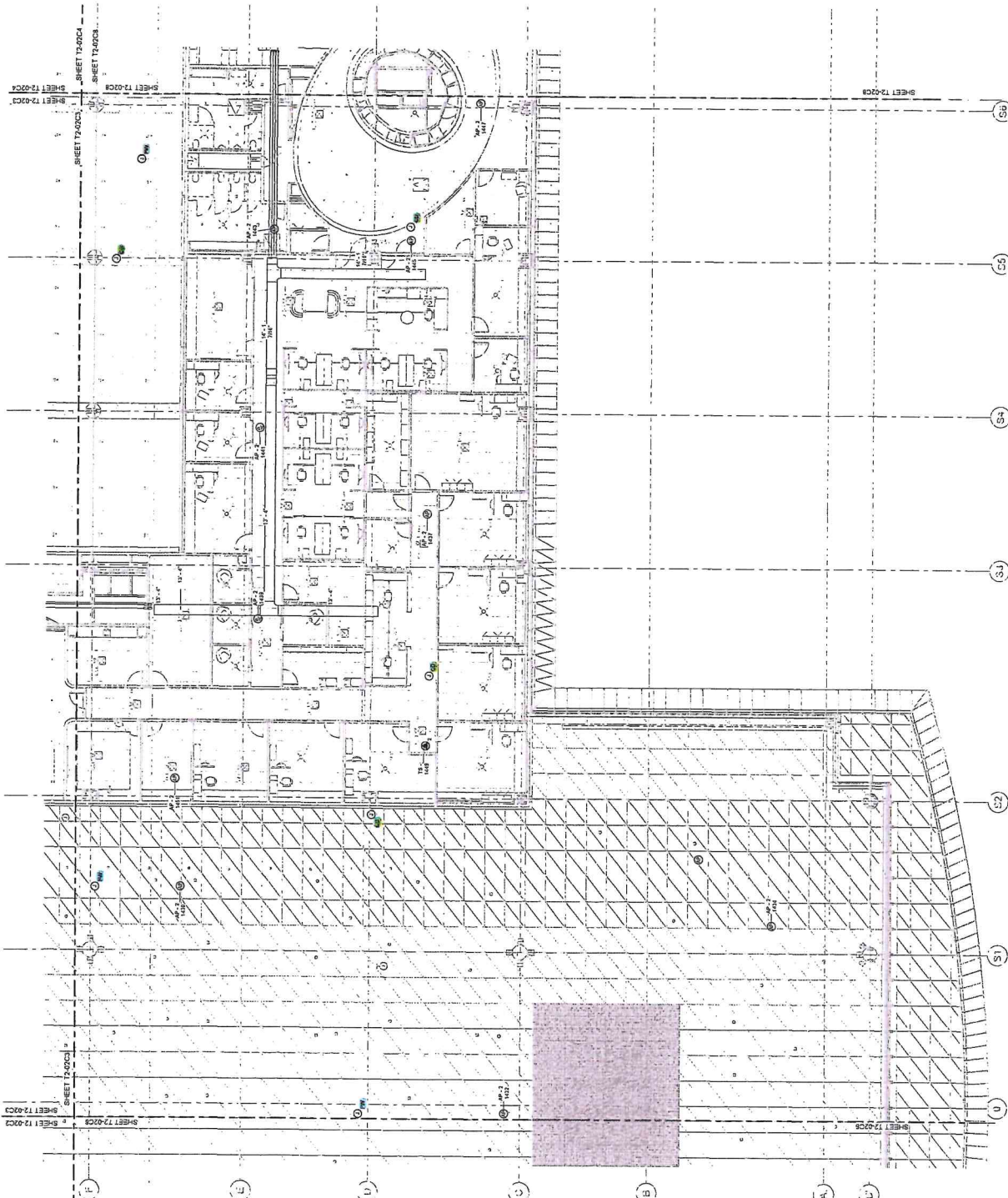




1 LEVEL 2 - TELECOM CEILING PLAN - Zone C6
1/8" = 1'-0"

REVISIONS		ISSUES
1	10/23/2024	30% ACQUISITION DESIGN
2	10/23/2024	60% DESIGN DEVELOPMENT
3	10/23/2024	DESIGN FOR PERMIT
4	10/23/2024	DESIGN FOR PERMIT
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98	10/23/2024	DESIGN FOR PERMIT
99	10/23/2024	DESIGN FOR PERMIT
100	10/23/2024	DESIGN FOR PERMIT





1 LEVEL 2 - TELECOM CEILING PLAN - Zone C7

REVISIONS	DATE	DESCRIPTION
1	10/23/2024	ISSUES
2	10/23/2024	20% QUALITY REVIEW
3	10/23/2024	40% QUALITY REVIEW
4	10/23/2024	60% QUALITY REVIEW
5	10/23/2024	80% QUALITY REVIEW
6	10/23/2024	100% QUALITY REVIEW
7	10/23/2024	ISSUED FOR CONSTRUCTION



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

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

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

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

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

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Date of Issue: 10/23/2024

KEYPLAN



N

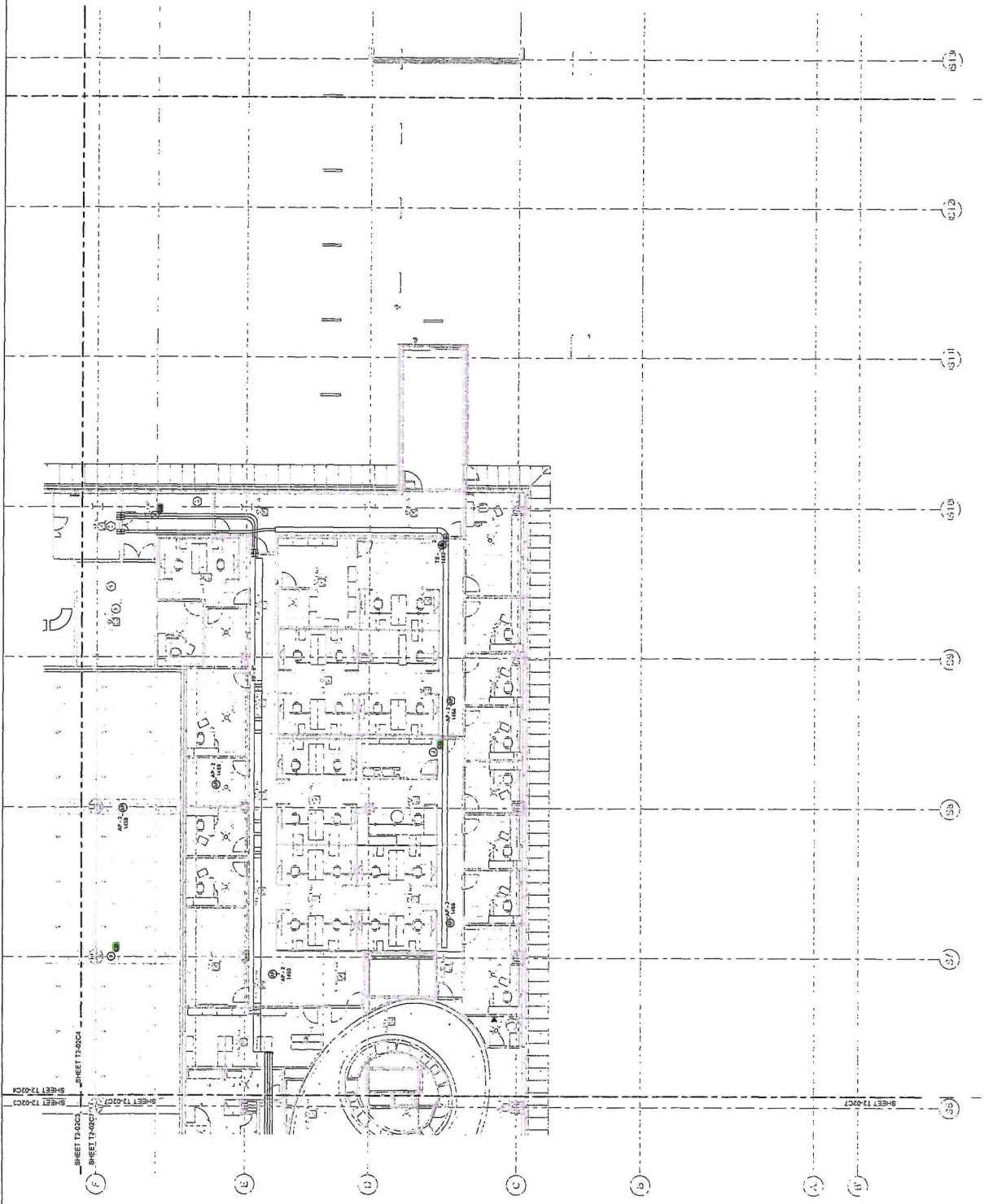
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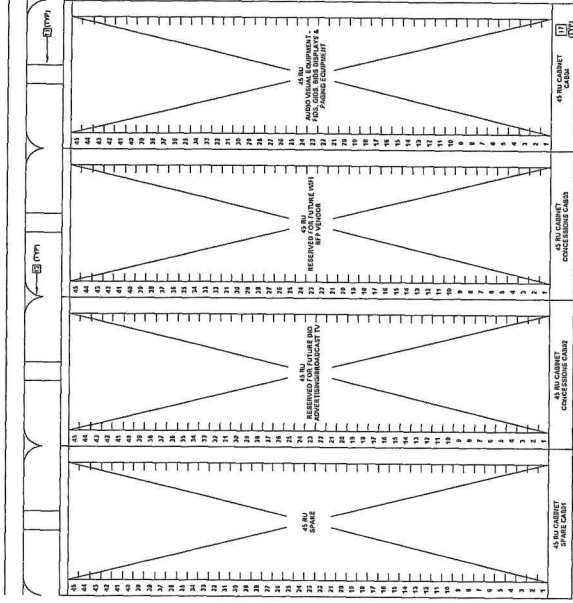
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RETURN TO INDEX

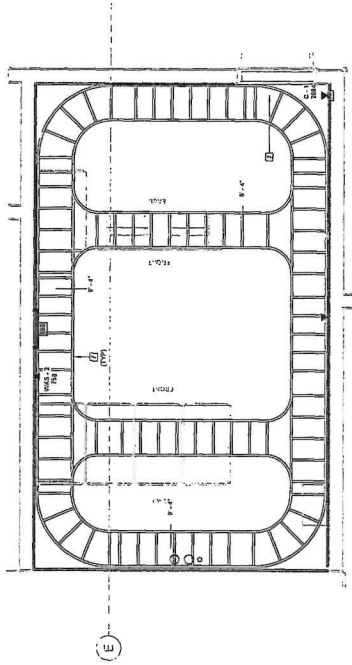
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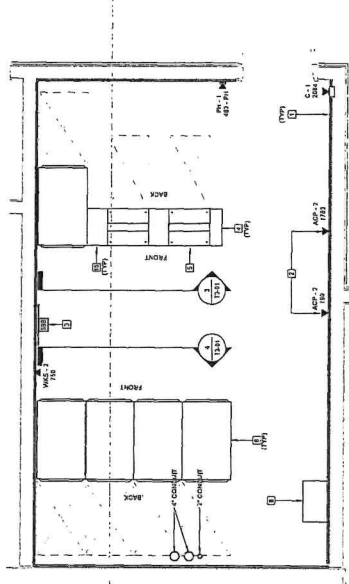
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3 LEVEL B1 - IDF B-1 CABINET ROW ELEVATION
1 1/2" = 1'-0"



2 LEVEL B1 - ENLARGED IDF B-1 ROOM RCP
1/2" = 1'-0"



1 LEVEL B1 - ENLARGED IDF B-1 ROOM PLAN
1/2" = 1'-0"

- GENERAL NOTE:
1. ALL DATA CABLES AND BACKSHEATHING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:
 - a. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS DAMAGE TO THE CABLES AND TO THE BUILDING STRUCTURE.
 - b. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS INTERFERENCE WITH OTHER SERVICES.
 - c. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS FIRE HAZARD.
 - d. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS EMI/RFI INTERFERENCE.
 - e. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS PHYSICAL DAMAGE.
 - f. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS CHEMICAL DAMAGE.
 - g. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS ENVIRONMENTAL DAMAGE.
 - h. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS VIBRATION DAMAGE.
 - i. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS WEAR AND TEAR.
 - j. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS DISINTEGRATION.
 - k. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS CORROSION.
 - l. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS OXIDATION.
 - m. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS RUSTING.
 - n. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS DETERIORATION.
 - o. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS DEGRADATION.
 - p. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS WEAKENING.
 - q. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS BREAKING.
 - r. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS SPLITTING.
 - s. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS FRACTURING.
 - t. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS CRACKING.
 - u. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS CHIPPING.
 - v. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS SCALING.
 - w. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS DISINTEGRATION.
 - x. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS CORROSION.
 - y. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS OXIDATION.
 - z. ALL DATA CABLES SHALL BE INSTALLED IN A MANNER THAT PREVENTS RUSTING.

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TYLER KELLY
Date of Issue: 10/23/2024

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REVISIONS	DATE	ISSUES
1	10/23/2024	ASK DESIGN DEVELOPMENT
2	10/23/2024	ASK DESIGN DEVELOPMENT
3	10/23/2024	ASK DESIGN DEVELOPMENT
4	10/23/2024	ASK DESIGN DEVELOPMENT
5	10/23/2024	ASK DESIGN DEVELOPMENT
6	10/23/2024	ASK DESIGN DEVELOPMENT
7	10/23/2024	ASK DESIGN DEVELOPMENT
8	10/23/2024	ASK DESIGN DEVELOPMENT
9	10/23/2024	ASK DESIGN DEVELOPMENT
10	10/23/2024	ASK DESIGN DEVELOPMENT

SHEET TITLE:
LEVEL B1 - ENLARGED IDF
ROOM PLAN - IDF B-1

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

Faith Group



Pankow
CORGAN
CANON DESIGN
HOLDERS

HOLLYWOOD BURBANK AIRPORT

11/17/2024 1:58:57 PM T3-01

LEVEL B1 - ENLARGED IDF B-1 ROOM PLAN - IDF B-1

11/17/2024 1:58:57 PM T3-01

LEVEL B1 - ENLARGED IDF B-1 ROOM PLAN - IDF B-1

LEVEL B1 - ENLARGED IDF B-1 ROOM PLAN - IDF B-1

LEVEL B1 - ENLARGED IDF B-1 ROOM PLAN - IDF B-1

LEVEL B1 - ENLARGED IDF B-1 ROOM PLAN - IDF B-1

LEVEL B1 - ENLARGED IDF B-1 ROOM PLAN - IDF B-1

LEVEL B1 - ENLARGED IDF B-1 ROOM PLAN - IDF B-1

LEVEL B1 - ENLARGED IDF B-1 ROOM PLAN - IDF B-1

LEVEL B1 - ENLARGED IDF B-1 ROOM PLAN - IDF B-1

LEVEL B1 - ENLARGED IDF B-1 ROOM PLAN - IDF B-1

11/17/2024 1 20 09 PM TS-11 LEVEL 1 - ENLARGED IDF ROOM PLAN - IDF 1-2



**Hollywood
Burbank
Airport**



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

DATE	10/23/2024	DRAWING T3-	TED
DRAWN BY	TK		
CHECKED BY			



- [illegible]

1/11/2024 12:20 PM T3-13 LEVEL 1 - ENLARGED IDF ROOM - IDF 1-1

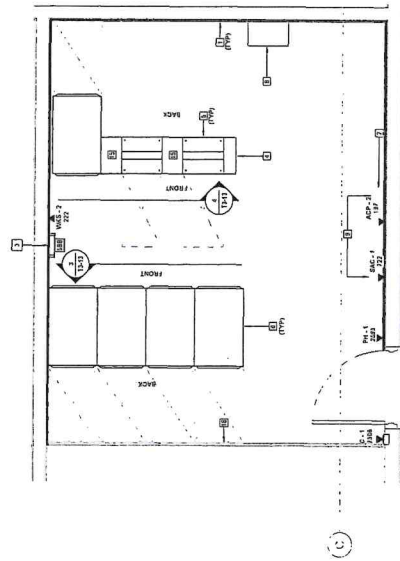


**Hollywood
Burbank
Airport**

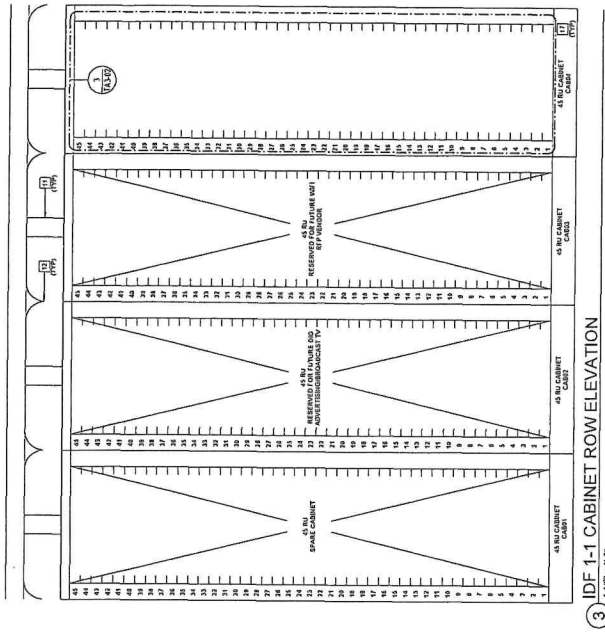


SHEET TITLE:
LEVEL 1 - ENLARGED IDF
ROOM - IDF 1-1

RETURN TO INDEX	TG-00
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1 LEVEL 1 - ENLARGED IDF 1-1 ROOM PLAN
1/2" = 1'-0"



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

- [illegible]

11/17/2024 1 20 30 PM 13-21 LEVEL 2 - ENLARGED IDF 2-2 ROOM PLAN



**Hollywood
Burbank
Airport**

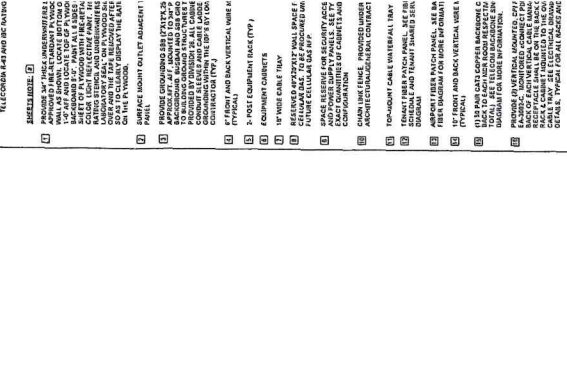
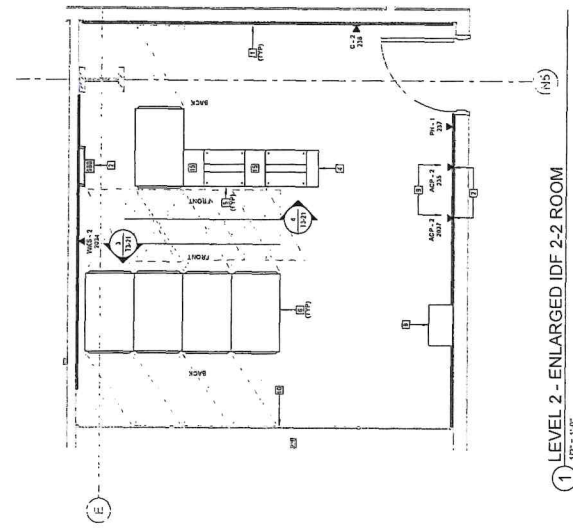


Faith Group

SHEET TITLE: LEVEL 2 - ENLARGED IDF 2-2 ROOM PLAN	DATE 10/23/2024	DRAWING T3-
	DRAWN BY TK	
	CHECKED BY	TED

	RETURN TO INDUSTRY
	70-80

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



Date of issue:

Δ	REVISIONS	○	ISSUES
		1	2x1 SCALE MATTER DESIGN
		2	2x1 SCALE DEVELOPMENT
		3	2x1 SCALE DEVELOPMENT
		4	2x1 SCALE DEVELOPMENT
		5	2x1 SCALE DEVELOPMENT
		6	2x1 SCALE DEVELOPMENT

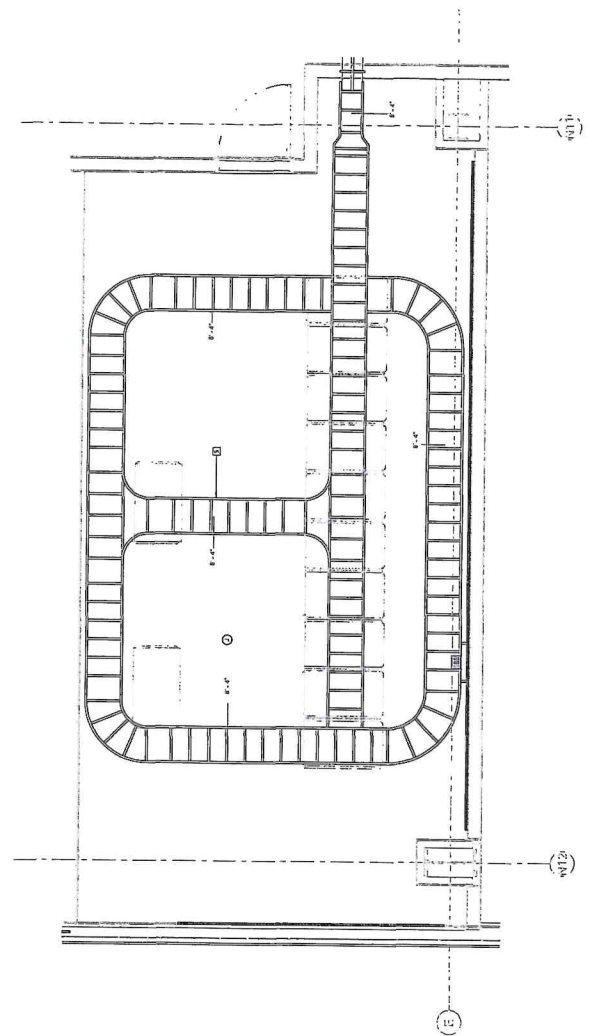


Faith Group

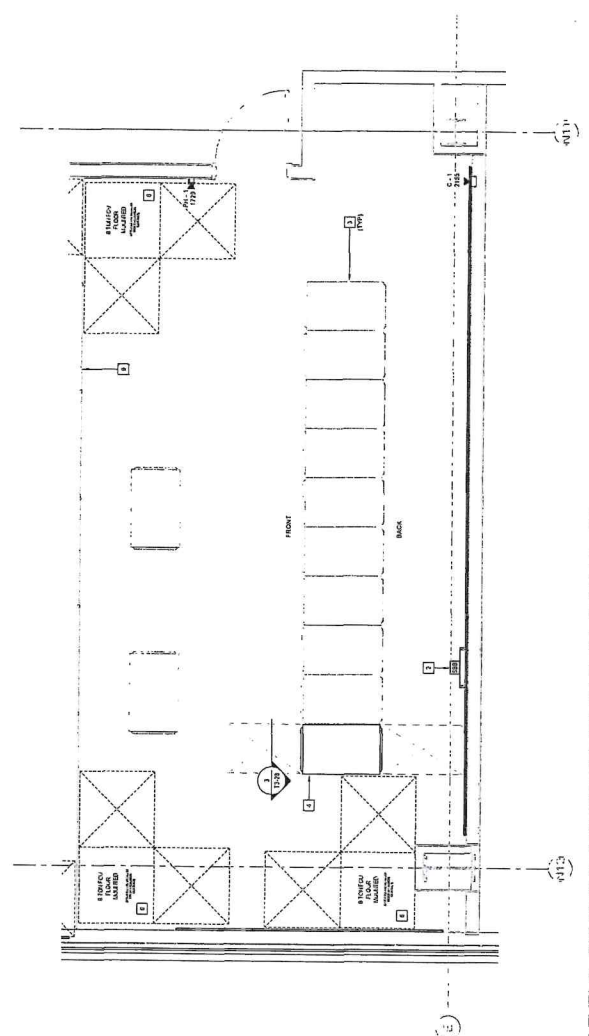
TERMINAL BUILDING
BURBANK RPT
2827 N. HOLLYWOOD WAY
Burbank, CA 91505

SHEET TITLE:
LEVEL 2 - ENLARGED DAS
CARRIER ROOM PLAN -
T-CN-02L-086

CHECKED BY HF	TERM
RETURN TO INDEX T0-00	



3 DAS CARRIER - FIBER BACKBONE CABINET ELEVATION
1" = 1'-0"



① LEVEL 2 - ENLARGED DAS CARRIER ROOM PLAN - T-CN-02L-086
1/2" = 1'-0"

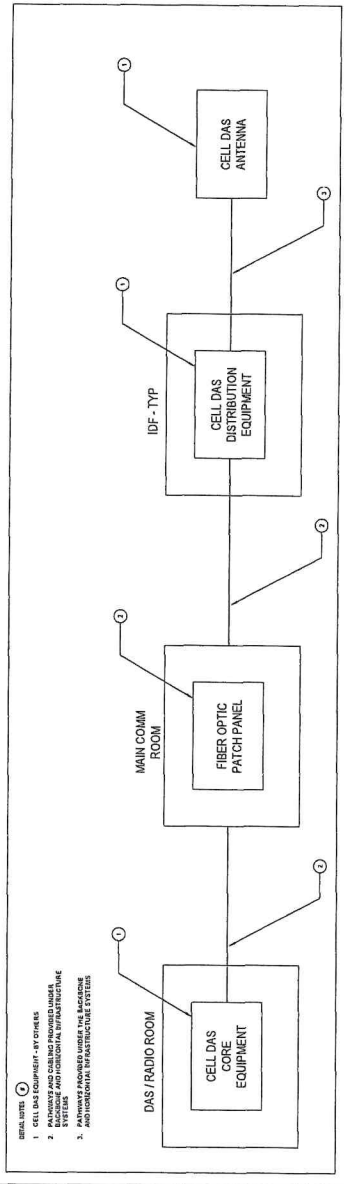
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TYLER KELLY

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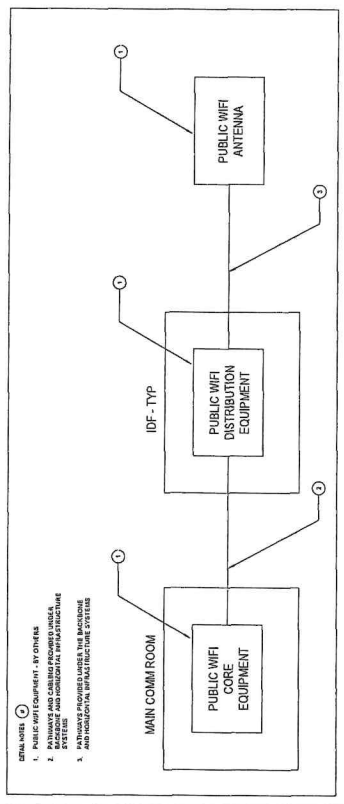
Date of issue: 10/23/2024

- [illegible]

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③ CELLULAR DAS BLOCK DIAGRAM
NO SCALE



② PUBLIC WIFI BLOCK DIAGRAM
NO SCALE

REVISIONS		ISSUES	
NO.	DESCRIPTION	DATE	REASON
1		09/15/2023	ISSUE SCHEDULE DESIGN
2		10/10/2023	ISSUE SCHEDULE DESIGN
3		10/10/2023	ISSUE SCHEDULE DESIGN
4		10/10/2023	ISSUE SCHEDULE DESIGN
5		10/10/2023	ISSUE SCHEDULE DESIGN
6		10/10/2023	ISSUE SCHEDULE DESIGN
7		10/10/2023	ISSUE SCHEDULE DESIGN

SHEET TITLE: WI-FI AND DAS BLOCK DIAGRAMS		TERMINAL BUILDING BURBANK RPT 2827 N. HOLLYWOOD WAY Burbank, CA 91505		DATE 10/23/2024		DRAWING NO. T6-0	
Faith Group		CORGAN CANNONDESIGN BURNS & MCDONNELL		DRAWN BY TK		CHECKED BY HP	
Hollywood Burbank Airport		Pankow FEC HOLDBR		DATE OF ISSUE 10/23/2024		TERMINAL T6-00	

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TYLER KELLY

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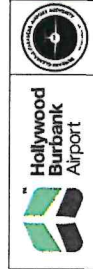
10/23/2024

WESTPLAN

DATE: 10/23/2024
TIME: 1:15 PM
BY: TK
CHECKED: HP

Exhibit C: DAS & Wi-Fi Coverage Areas

Δ	REVISIONS		Q	ISSUES
1	05/04/2023	1		BASIS OF DESIGN
2	09/06/2023	2		30% SCHEMATIC DESIGN
3	12/06/2023	3		60% DESIGN DEVELOPMENT
4	04/07/2024	4		10% 50% PROGRESS PAINT
5	08/02/2024	5		ISSUED FOR PERMIT
6	20/01/2024	6		ISSUED FOR REFERRAL

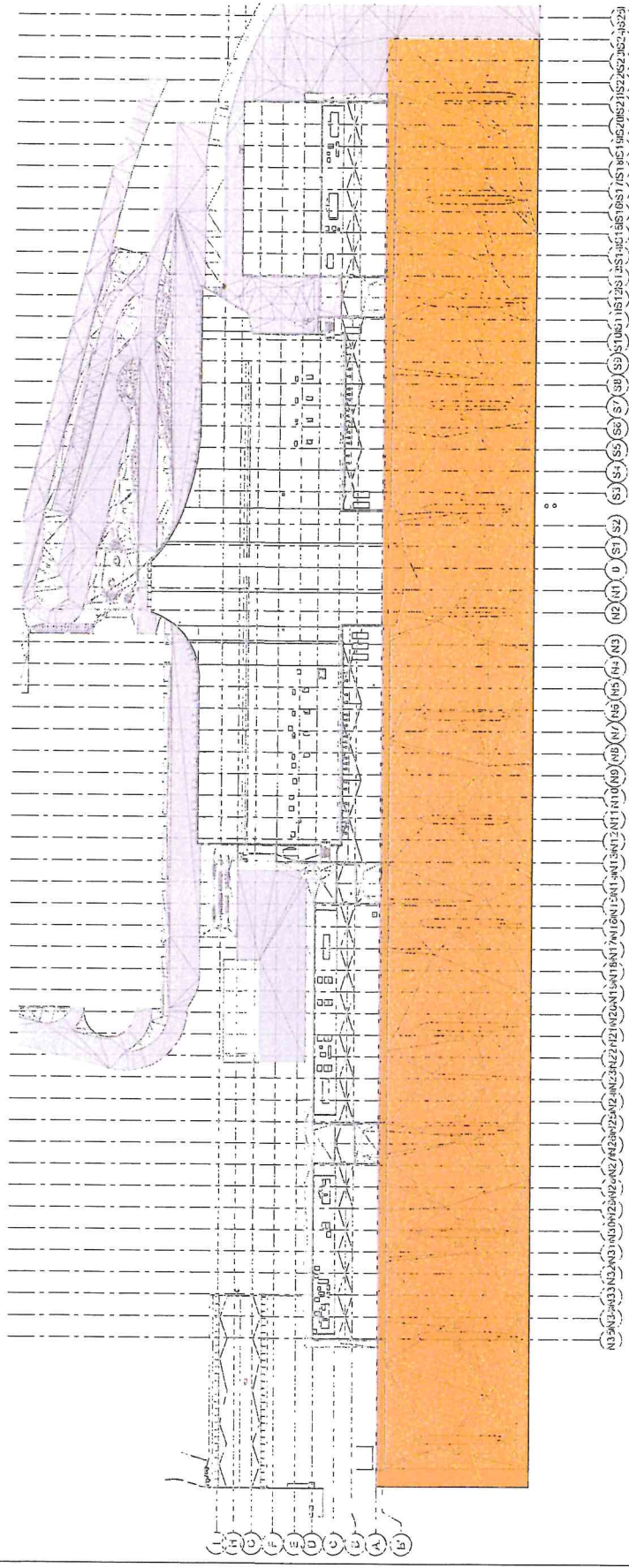


Faith Group

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

SHEET TITLE:
AIRPORT WIFI COVERAGE
RAMP PLAN

DATE 08/01/2024	DRAWN BY TK	DRAWING I T11-	T11-



① AIRPORT WIFI COVERAGE RAMP PLAN
1" = 500.0'

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Date of issue: 08/01/2024

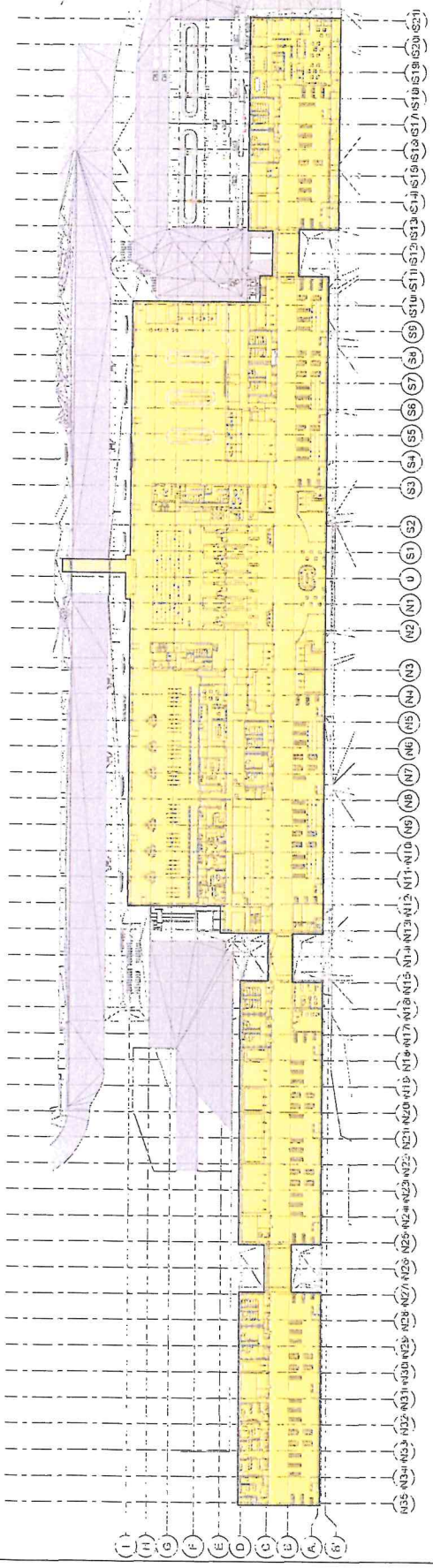
WHEEL COVERAGE / C.E.C.D.	SIGNAL STRENGTH
 HIGH DENSITY	-40 dBm
 MEDIUM DENSITY	-45 dBm
 LOW DENSITY	-70 dBm

GENERAL SHEET NOTE.

1. ALL WFT CABLES ARE TO BE CATEGORY 1.
2. ALL WFT ANTENNAS REQUIRE TWO (2) CAT 5 UTP CABLES.

WIFI COVERAGE LEGEND	WIFI COVERAGE LEGEND
HIGH DENSITY	LOW DENSITY
MEDIUM DENSITY	

GENERAL SHEET NOTE:
 1. ALL WIFI CHARTS ARE TO BE CATEGORICAL
 2. ALL WIFI CHARTS ARE TO BE CATEGORICAL



1 LEVEL 1 - AIRPORT WIFI COVERAGE PLAN
 1" = 50'

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 TYLER KELLY
 Date of Issue:
 08/01/2024

REVISIONS	ISSUES	DATE	DRAWING	CHECKED BY	DATE OF ISSUE
1	BASE OF DESIGN	08/01/2024	08/01/2024	TYLER KELLY	08/01/2024
2	30% ARCHITECTURAL DESIGN				
3	30% DESIGN DEVELOPMENT				
4	30% DESIGN DEVELOPMENT				
5	30% DESIGN DEVELOPMENT				
6	30% DESIGN DEVELOPMENT				

SHEET TITLE:
 LEVEL 1 - AIRPORT WIFI COVERAGE PLAN
 BURBANK RPT
 2827 N. HOLLYWOOD WAY
 Burbank, CA 91505

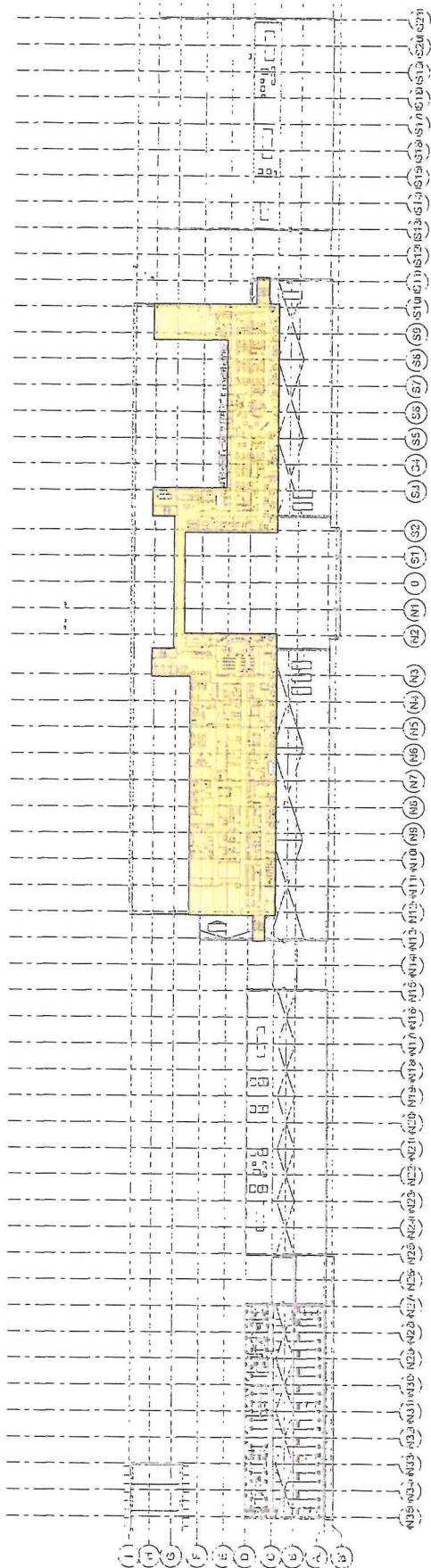


REVISIONS	ISSUES	DATE	DRAWING	CHECKED BY	DATE OF ISSUE
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2	30% ARCHITECTURAL DESIGN				
3	30% DESIGN DEVELOPMENT				
4	30% DESIGN DEVELOPMENT				
5	30% DESIGN DEVELOPMENT				
6	30% DESIGN DEVELOPMENT				

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TYLER KELLY

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N	DATE	06/01/2024	DRAWING N°	T11-C	TER
	DRAWN BY	TK			
	CHECKED BY		HF		



1 LEVEL 2 - AIRPORT WIFI COVERAGE PLAN

Δ	REVISIONS	Q	ISSUES
		01/04/2025	RARE OF DESIGN
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		19/02/2025	60% DESIGN DEVELOPMENT
		02/03/2024	FFP SNA PROGRESS PRINT
		04/02/2024	ISSUED FOR PERMIT
		04/02/2024	ISSUED FOR PERMIT V1



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

SHEET TITLE:
LEVEL 2 - AIRPORT WIFI
COVERAGE PLAN

WIFI COVERAGE LEVEL	SIGNAL STRENGTH
HIGH SECURITY	-45 dBm
MEDIUM SECURITY	-55 dBm
LOW SECURITY	-75 dBm

- GENERAL SHEET INDEX
1. ALL WIFI CABLES ARE TO BE C
 2. ALL WIFI ANTENNAS REQUIRE

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Tyler Kelly
Professional Engineer

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review, and construction.
Date of Issue:
08/01/2024

DATE	DRAWN BY	CHECKED BY
08/01/2024	TK	HF

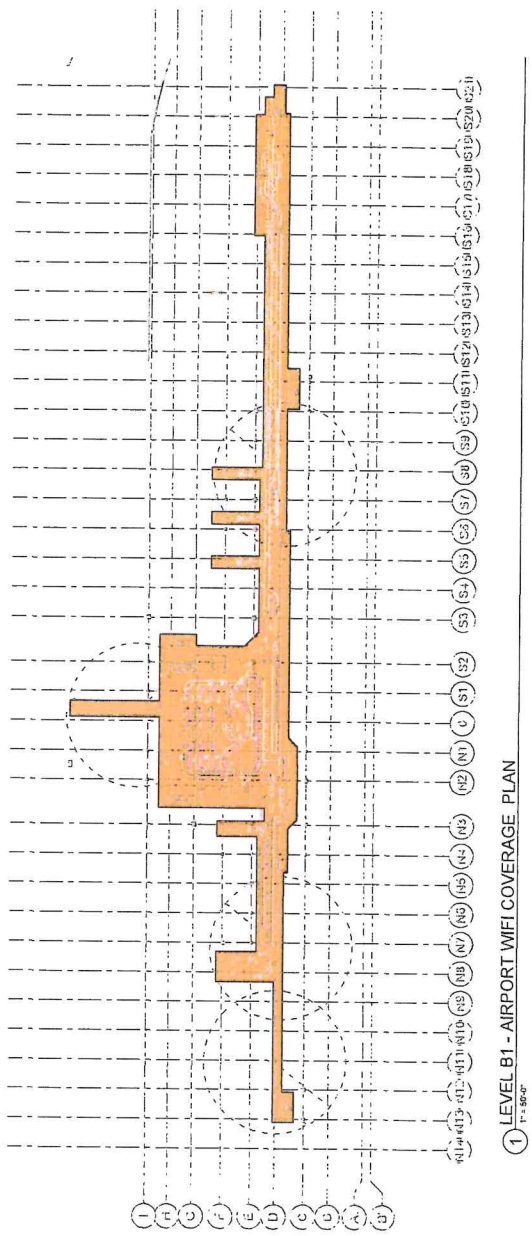
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LEVEL B1 - AIRPORT WIFI
COVERAGE PLAN

TERMINAL BUILDING
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Burbank, CA 91505

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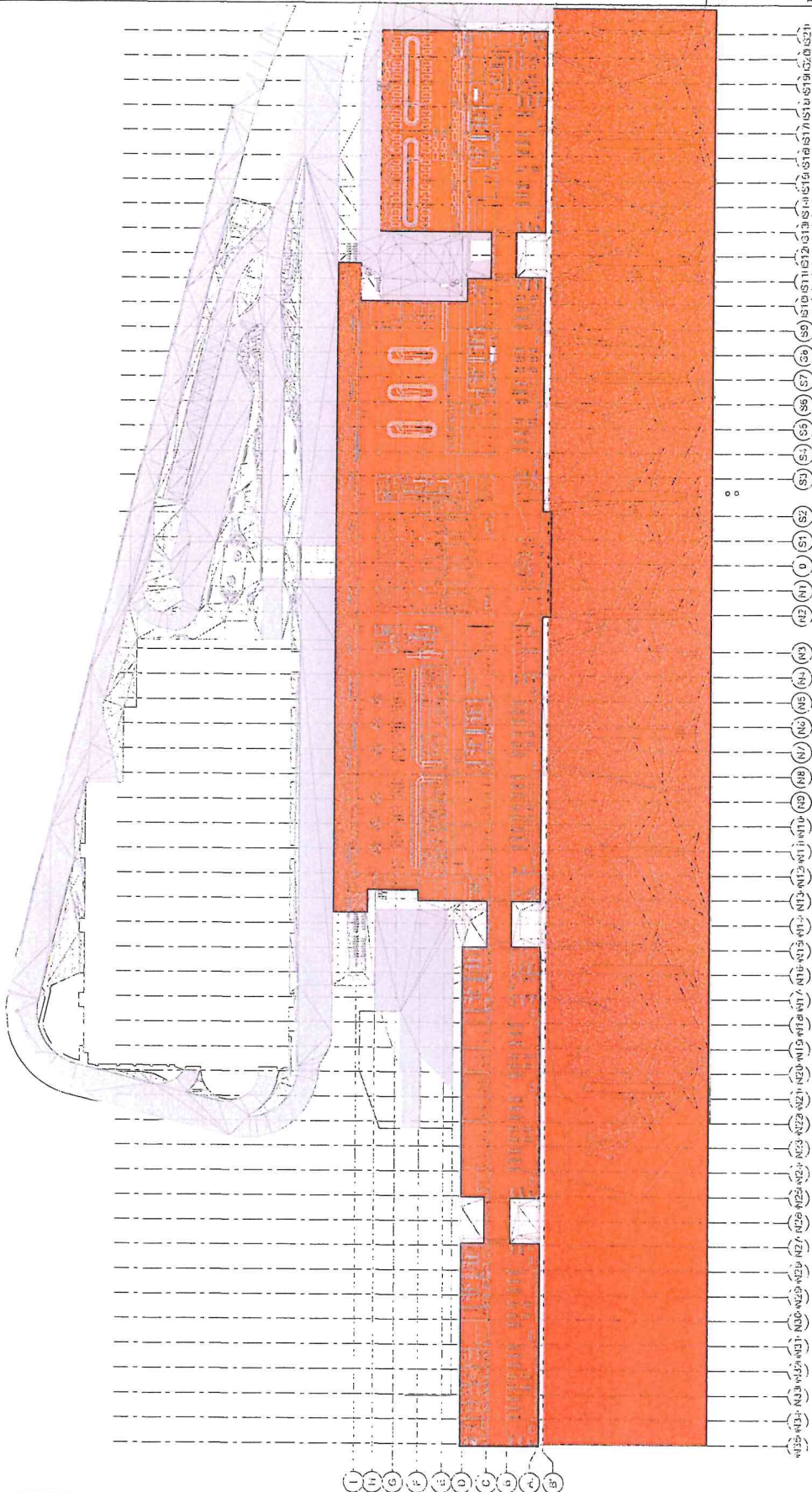


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2	PRELIMINARY DESIGN
3	FINAL DESIGN DEVELOPMENT
4	FINAL DESIGN DEVELOPMENT
5	DESIGN FOR CONSTRUCTION
6	DESIGN FOR CONSTRUCTION



GENERAL NOTES:
1. ALL INFORMATION TO BE CO-ORDINATED WITH THE ARCHITECT.
2. ALL INFORMATION TO BE CO-ORDINATED WITH THE ARCHITECT.

PUBLIC WIFI COVERAGE AREA



1 LEVEL 1 - IT/NETWORK OVERALL PUBLIC WIFI COVERAGE PLAN

1" = 50'-0"

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SHEET TITLE:
LEVEL 1 - PUBLIC WIFI
COVERAGE PLAN

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

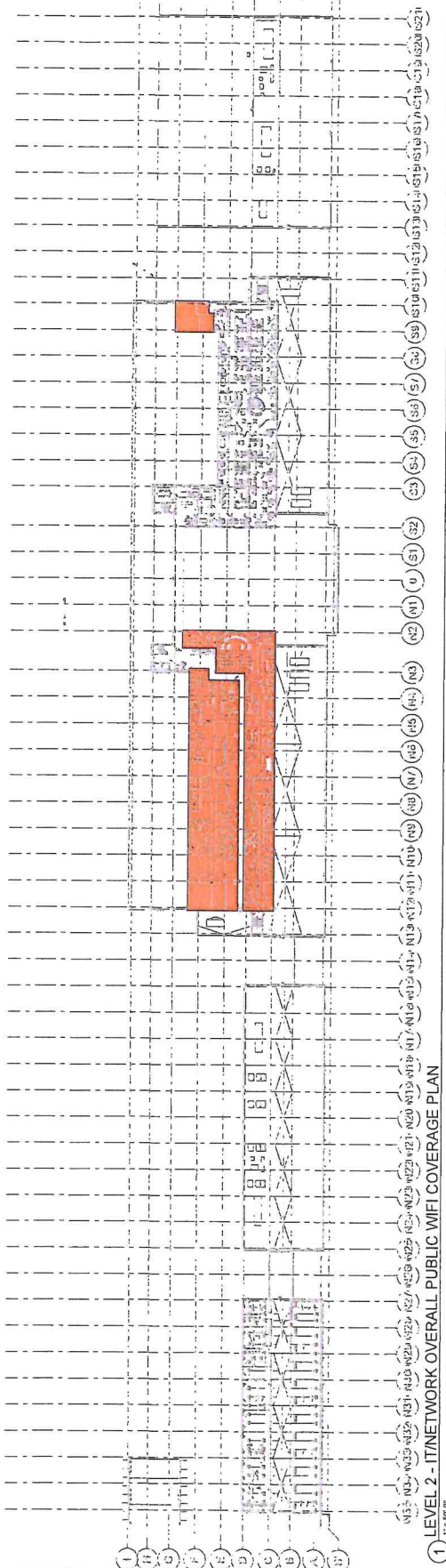
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5	08/01/2021	5	80% SCHEMATIC DESIGN
6	08/01/2021	6	80% SCHEMATIC DESIGN

GENERAL SHEET INDEX:
1. ALL WIFI CHANNELS TO BE ON
2. ALL WIFI CHANNELS TO BE ON
3. ALL WIFI CHANNELS TO BE ON

PUBLIC WIFI COVERAGE
AREA



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compliance
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LEVEL 2 - PUBLIC WIFI
COVERAGE PLAN

TERMINAL BUILDING
BURBANK RPT
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Burbank, CA 91505

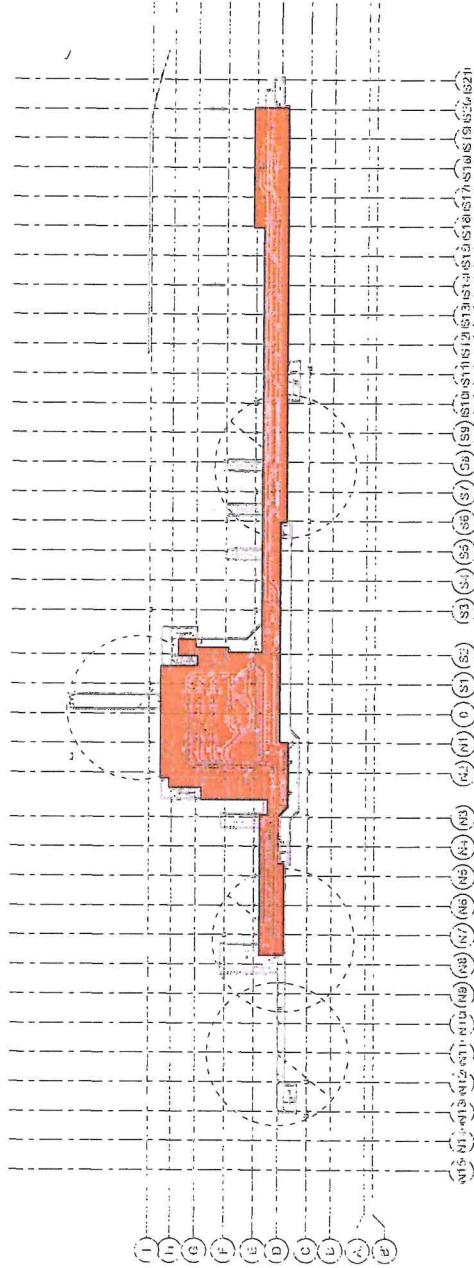
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6	08/01/2024	PPA PROCESS PRINT
7	08/01/2024	PPA PROCESS PRINT
8	08/01/2024	PPA PROCESS PRINT

GENERAL INSTRUCTIONS:
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

PUBLIC WIFI COVERAGE AREA



① LEVEL B1 - IT/NETWORK OVERALL PUBLIC WIFI COVERAGE PLAN

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TK	HP
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SHEET TITLE:
LEVEL B1 - PUBLIC WIFI
COVERAGE PLAN

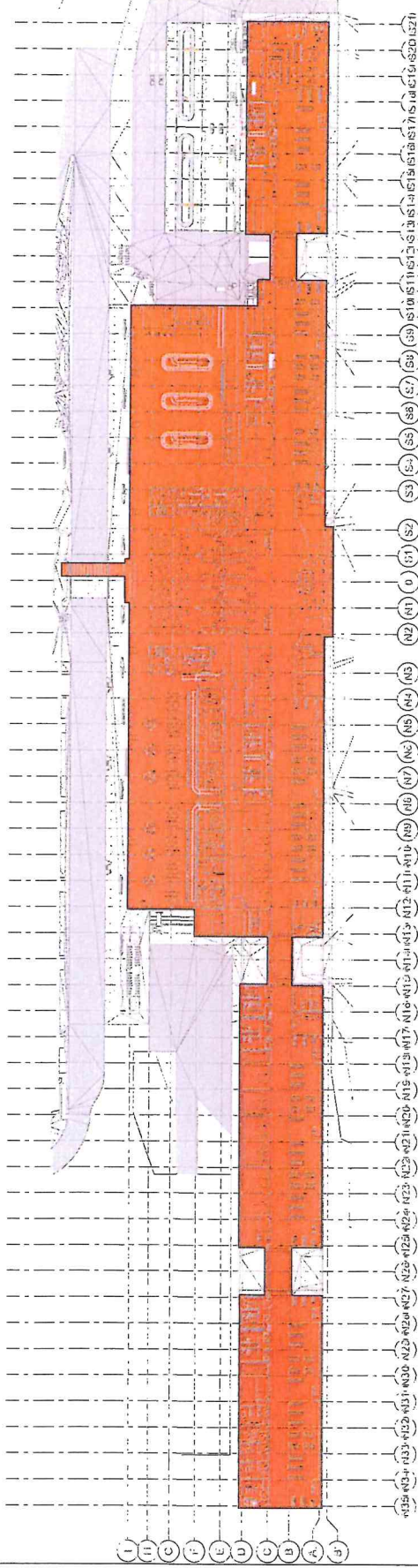
TERMINAL BUILDING
BURBANK RPT
2027 N. HOLLYWOOD WAY
Burbank, CA 91505

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7	08/01/2024	100% DESIGN DEVELOPMENT
8	08/01/2024	ISSUED FOR PERMIT

CELLULAR WIRE
COVERAGE AREA



1 LEVEL 1 - IT NETWORK OVERALL ERRCS COVERAGE PLAN
1" = 50'

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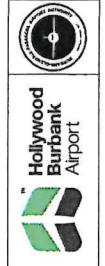
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specifications.
Date of Issue:
08/01/2024

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08/01/2024	T11
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TK	TK

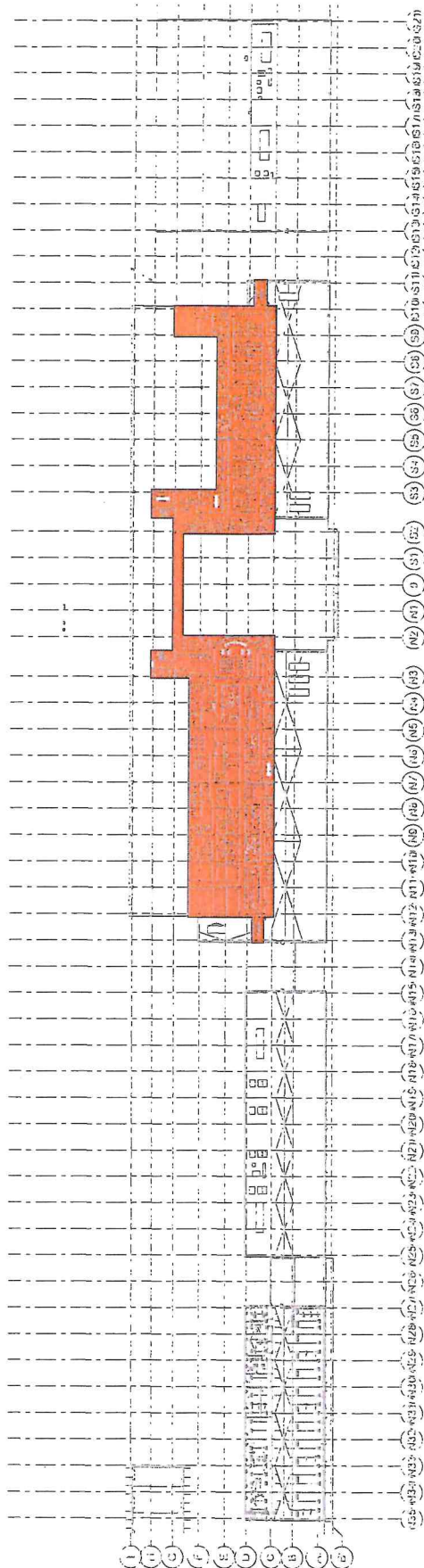
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LEVEL 1 - ERRCS COVERAGE
PLAN

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Burbank, CA 91505

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REVISIONS	ISSUES
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7	100% Design Development
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9	100% Design Development
10	100% Design Development



1 LEVEL 2 - IT/NETWORK OVERALL ERRCS COVERAGE PLAN

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TERMINAL BUILDING
BURBANK RPT
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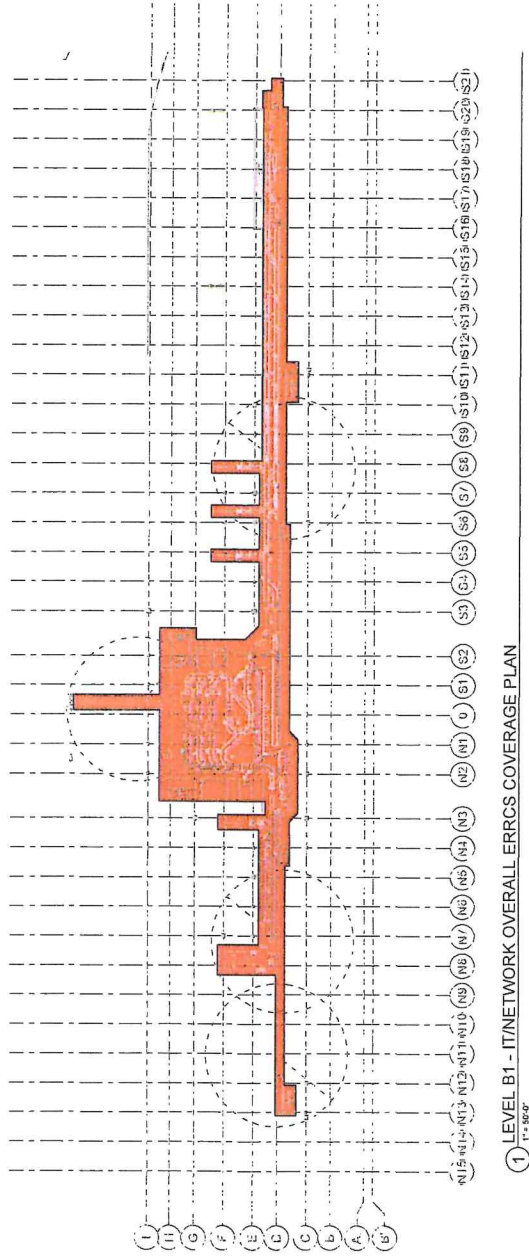
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LEVEL 2 - ERRCS COVERAGE
PLAN

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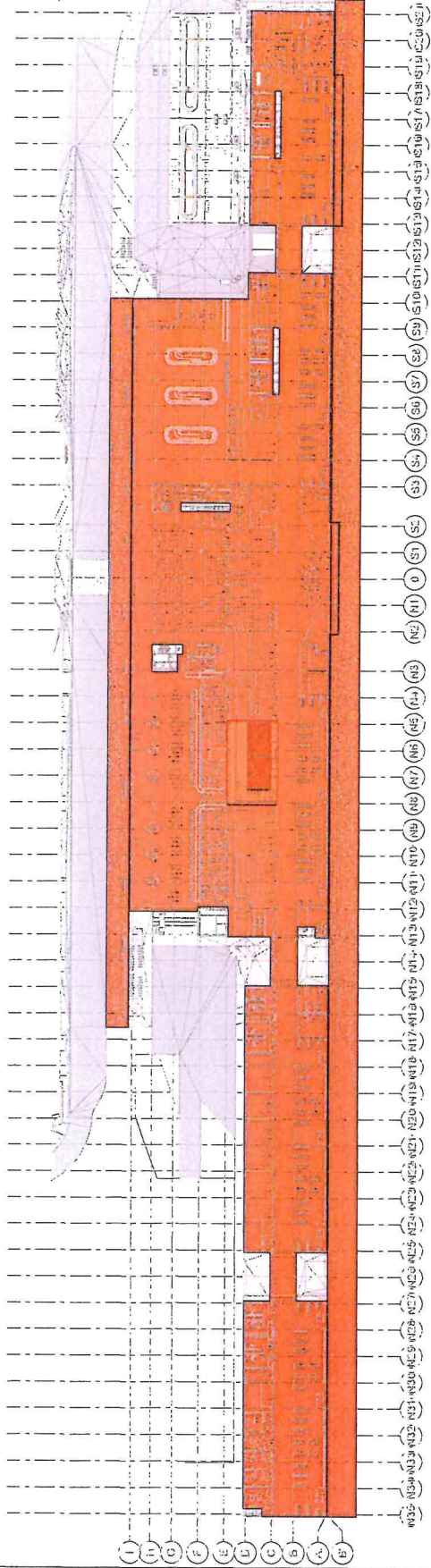


1 LEVEL B1 - IT/NETWORK OVERALL ERRCS COVERAGE PLAN

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		6	20070024		ISSUED FOR PERMIT R1

 Hollywood Burbank Airport	 HOLDER	 PANKOW CONSTRUCTION	 CANNON DESIGN	 BURNS McDONNELL	 Faith Group	TERMINAL BUILDING BURBANK RPT 2827 N. HOLLYWOOD WAY Burbank, CA 91505	SHEET TITLE: LEVEL B1 - ERRCS COVERAGE PLAN	DATE 08/01/2024	DRAWING T11
								DRAWN BY TK	CHECKED BY HFE



1 LEVEL 1 - IT NETWORK OVERALL CELLULAR DAS COVERAGE PLAN

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08/01/2024

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08/01/2024	T11
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TK	TK

SHEET TITLE:
LEVEL 1 - CELLULAR DAS
COVERAGE PLAN

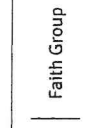
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REVISIONS	ISSUES
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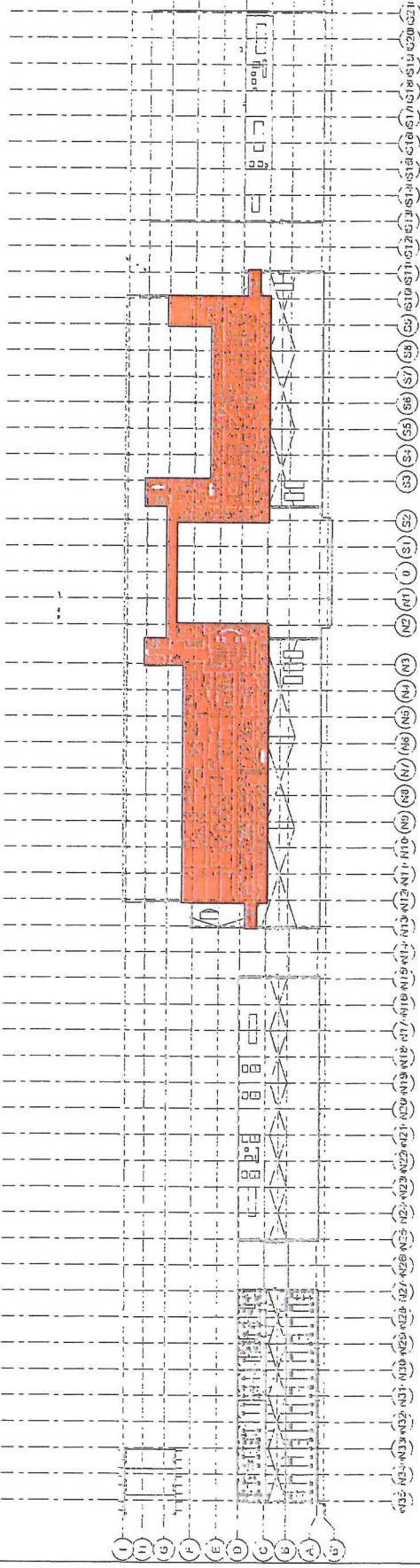
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LEVEL 2 - CELLULAR DAS
COVERAGE PLAN

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08/01/2024	TK	HF	08/01/2024	TK	HF



1 LEVEL 2 - IT/NETWORK CELLULAR DAS COVERAGE PLAN
1" = 32'-0"

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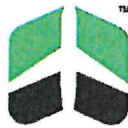
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Date of Issue:
08/01/2024

CELLULAR DAS
COVERAGE PLAN

Exhibit D: DAS Scope of Services



Hollywood Burbank Airport

NOTE TO RESPONDENTS: This document presents the proposed Scope of Work for the selected Respondent (Concessionaire) for the services specified in the Burbank-Glendale-Pasadena Airport (Authority) Cellular Carrier Neutral Host Distributed Antenna System RFP. The Authority reserves the right to modify this scope of work during contract negotiations. Respondents must outline their approach to delivering the specified services, meet the minimum requirements outlined, and provide details of experience fulfilling similar requirements.

EXHIBIT A – SCOPE OF WORK

A-1 Purpose: The journey to great travel experiences begins upon passengers' arrival at the airport. To ensure memorable journeys and showcase the economic and residential growth of the Southern California area, the Authority has initiated a new Replacement Passenger Terminal (RPT) project. This project aims to deliver a modernized facility enhancing passengers' experiences. A significant aspect impacting the passenger experience is quality Cellular coverage. The Authority is soliciting a qualified third party operator, or lead carrier, known as the "Concessionaire," proficient in delivering a Cellular Carrier Neutral Host Distributed Antenna System (DAS), with the goal of providing cellular network coverage within designated areas within the RPT. The Authority invites qualified firms to submit a written proposal based on the guidelines and requirements described herein and in exhibits. The solution shall enhance connectivity and communication for passengers, tenants, and other stakeholders all while strictly adhering to established airport security protocols of a Southern California airport, supporting the 2028 Olympic and Paralympic Games.

This document intends to provide Respondents with relevant context, background, and requirements. This document supersedes any previous conversations Respondents may have had with the Authority regarding this procurement process, unsolicited proposals for similar services to the Authority, and previous procurement events in relation to the same or similar services. This scope of work excludes Public Safety/Emergency Responder DAS.

A-2 Scope of Work Responsibilities, Services, and Deliverables: In accordance with the Design Documents provided in Exhibit H and Construction Schedule provided in Exhibit G, the Concessionaire will be responsible for designing, coordinating, constructing, installing, implementing, testing, operating, maintaining, and managing the Cellular DAS at the RPT. All references to the "Coverage Area" include the entire RPT, and the new Parking Garage. It is anticipated that Cellular DAS will be required in the parking garage to support communications for EV Chargers and to provide an elevated passenger experience.

****Important to note:** At this time, there is not a Cellular DAS Design incorporated into the parking garage. A forthcoming addendum will be issued clarifying the planned antenna locations in the parking garage.

Key scope items include, but not limited to:

Design

1. Provide a Cellular DAS solution that provides cellular capacity and quality coverage for the Users. It should be adequate to support all operations, passengers, tenants, airlines, and other stakeholders requiring cellular connectivity within the facility.
2. Exhibit H contains the design documents and details for the required Coverage Area. The Respondent must review the RPT coverage area and supply all components necessary for a fully functional Cellular DAS system in its proposal. This includes, but is not limited to, antennas, cabling, connectors, racks, head-end equipment, and remote units.
3. DAS Equipment rooms: Develop designs to accommodate both wireless carrier equipment and neutral host equipment within the designated Cellular DAS room on level 2. Identify other locations (such as additional IDFs, or back-of-house areas) where equipment will be required for the Cellular DAS. Given the anticipated constraints on space within the Telecom closets (IDF Closets) throughout the airport, if additional locations cannot be supported as part of the base building infrastructure (additional power, cooling, space, rack requirements) the Respondent shall include in Exhibit C – Pricing Structure the proposed funding mechanism to make necessary building modifications to support the Neutral Host system. Respondents shall assume that the existing Cellular DAS/Radio Room headend location on level 2 will be the only large room available at the airport that can host centralized Cellular equipment.
4. Antenna Locations and Infrastructure: The design drawings must include pathways provided by the project for use by the Concessionaire. The Concessionaire shall design a Cellular DAS system utilizing the cable tray infrastructure provided as part of the RPT project. For antenna locations where a cable tray is not present or the pathway is not specified, the Concessionaire is responsible for providing the necessary cable pathway.
5. The Concessionaire shall provide detailed iBwave heatmaps to illustrate and validate the design coverage area of the Cellular DAS. Heatmaps must accurately depict 99% coverage of the wireless signal coverage throughout the designated areas, meeting the coverage requirements and specifications of all Carriers involved.
6. The Concessionaire shall provide iBwave design files for validation.
7. Adequate Coverage is defined per band by the carrier for 99% of the Coverage Area. No areas within the Coverage Area may be completely excluded from coverage.
8. Any deficiencies resulting in less than 99% coverage will be the responsibility of the Concessionaire to correct.
9. Propose an integration of Carrier-required cellular bands and C bands with an option of 5G mm-wave to prepare for evolving communication needs.
10. The design of the Cellular DAS system will be subject to the Authority review and approval before the commencement of construction.
11. Include 100% spare fiber to all remote locations.
12. The Respondent shall forecast user density and data traffic, ensuring ample capacity, especially during peak holiday periods.
13. Provide Cellular connectivity to the EV chargers in the parking garage for secure transactions.
 - a. Establish stable and robust cellular network coverage for all EV charging stations to ensure uninterrupted communication.
 - b. Implement secure protocols and encryption to safeguard payment data and protect against unauthorized access during transactions.
 - c. Ensure compatibility with the current network architecture, including seamless integration DAS systems.

- d. Design the cellular network to support future expansion, allowing for additional EV chargers to be added without compromising performance.
- e. Adhere to industry standards and regulations for secure payment processing and data protection, including PCI DSS compliance.

Cellular DAS Coordination

1. The Concessionaire shall coordinate with the DB Contractor on all coordination items including but not limited to space, power, data, racking, sleeves, cooling, pathways, and scheduling.
2. The Concessionaire shall provide the coordination of the final location of all field devices.
3. The Concessionaire shall identify incoming provider pathways for fiber optic cabling if deemed necessary.
4. The Concessionaire will be solely responsible for negotiating and coordinating all legal requirements, technical requirements, utility costs, and financial obligations with each of the Cellular Carriers.
5. The Concessionaire shall coordinate with Carriers including AT&T, Verizon, and T-Mobile to negotiate and maintain the User agreements between the Carriers and the Authority.
6. The Concessionaire must initiate requests for wireless Carriers' tenancy within one month of contract award.
7. The Concessionaire shall ensure compliance with the carriers to the agreed upon terms and conditions for the utilization of service and clearly outline in the proposal the approach to ensuring compliance.
8. The Concessionaire must coordinate with the Authority and the DB Contractor to meet the construction timetable and related work zones.
9. The Concessionaire must coordinate with the Authority, the DB Contractor, and Carriers for phasing, temporary distribution/equipment, cutover, and implementation.
10. The Concessionaire will implement a scalable Cellular DAS solution that can accommodate future technological advancements and higher user demands, allowing for quick and cost-effective adaptation to new radio frequency bands required by Cellular Carriers.
 - a. Prepare a one-year lookahead roadmap for the Airport, detailing anticipated technology improvements, Cellular DAS changes, carrier updates, and impacts on the airport facility.
11. Implement a scalable solution that can accommodate future technological advancements and higher user demands. The architecture of the Cellular DAS will allow for quick and cost-effective adaptation to new radio frequency bands that Carriers require in the future.
12. The Concessionaire shall initiate a conversation between the Public Wi-Fi Concessionaire and the Authority to discuss the possibility regarding revenue generating from Wi-Fi data offloading.

Construction

1. The Concessionaire shall contract with a local electrical (EC) or low voltage contractor (LVC) for the construction of the approved design. The Concessionaire shall explore the use of onsite EC or LVC for construction efficiency.
2. Refer to the scope delineation in the design drawings. In cases of scope gaps between the DB Contractor and the Concessionaire, the Concessionaire shall be responsible for furnishing all labor and materials for a complete and working Cellular DAS system.

3. The Concessionaire shall be responsible for performing work in compliance with Exhibit G - Construction schedule.

Installation

1. The Concessionaire shall furnish, install, and configure all headend equipment and software including, management/administrative software, software licenses, and components that serve the purpose of performing system-wide coordination, monitoring, data processing, and system settings. This includes but is not limited to:
 - a. Base station interface, head-end units, remote units, and donor antennas.
 - b. The installation of omni or directional antennas, coaxial splitters, combiners, and filters as needed for system functionality.
 - c. Racks and cabinets for head-end equipment and providers.
 - d. Coax, coaxial jumpers, fiber, and fiber jumpers.
 - e. Concessionaire shall provide all new fiber for the project.
2. The Concessionaire is responsible for all cabling required for the connection of field devices that fall under the Concessionaire scope of work.
3. The Concessionaire is responsible for labelling all field equipment and associated cabling.
4. The Concessionaire shall furnish equipment and materials of the quality from the manufacturer specified in the proposal.
5. Propose a solution that complies with all codes, ordinances, regulations, and any other legal requirements of public authorities which will bear on the implementation of work for the project. Including but not limited to:
 - a. National Electric Code (NEC).
 - b. Code of Federal Regulations (CFR) [Telecommunications] Title 47 Part 15.
 - c. Code of Federal Regulations (CFR) [Telecommunications] Title 47 Part 22.
 - d. Code of Federal Regulations (CFR) [Telecommunications] Title 47 Part 90.
 - e. Association of Public Safety Communications Officers (APCO) "Avoiding Interference between Public Safety Wireless Communications Systems and Commercial Wireless Communications Systems at 800 MHz".
 - f. ANSI/TIA/EIA-568-B Commercial Building Telecommunications Wiring Standards.
 - g. ANSI/TIA/EIA-569-A Commercial Building Standard for Telecommunications Pathways and Spaces.
 - h. ANSI/TIA/EIA-606 Administration Standard for the Telecommunications Infrastructure of Commercial Buildings.
 - i. ANSI/TIA/EIA-607-Commercial Building Grounding and Bonding Requirements for Telecommunications.
6. It is the responsibility of the Concessionaire to ensure adherence to the latest versions of applicable codes and standards.
7. Install equipment and materials in a neat and orderly manner, in accordance with accepted industry practices, by competent technicians.
8. Ensure that Cellular DAS equipment installation in assigned RPT rooms is consolidated within a rack or cabinet as much as possible to maximize the use of the limited space available.
9. Install coaxial cable and coax jumpers in a manner to keep their length to a minimum between the fixed equipment on both ends.
10. The Concessionaire shall not damage existing fiber, cable, or other equipment from any installation work performed directly by the Concessionaire or by one of its contractors or subcontractors. Special care must be taken when installing new fiber or cable in existing pathways or conduits. Concessionaire shall be responsible for fixing, restoring, or

remediating any issues or damage it causes to existing RPT systems or infrastructure while performing work under the Agreement.

11. The Concessionaire shall also include the RPT garage coverage as an alternative option.

Implementation

1. The labeling scheme shall be provided by the Concessionaire and coordinated with the Authority and the DB Contractor prior to initiating any work. A sample scheme shall be submitted for approval.
 - a. Labeling shall include but not be limited to all equipment, cabling, components, terminations, enclosures, etc.
 - b. Labeling shall be visible from the ground below.
2. Any required adjustments to the installation plan, including the relocation of field devices, must be coordinated with relevant stakeholders and the DB Contractor to ensure optimal system performance.
3. The Concessionaire shall explore and provide cost for painting antennas using non-RF blocking paint to match the aesthetics of each antenna location.
4. Cable testing shall include the expected signal levels (both RF and optical) at each active and passive component and define the permissible variations from these expected levels. The performance of the test shall include documenting the actual signal strength measurements and identifying any variances from the predicted levels as shown in the design.
5. The Concessionaire shall test all cables using appropriate cable testing equipment. Coaxial cables shall be tested for Voltage Standing Wave Ratio (VSWR), continuity, shorts, reversals, and grounds, where applicable. This shall include a sweep test distance to fault (DTF) and Frequency return loss (FRL) of all coaxial cables after the cable is installed. All fiber shall be tested from end to end, pre-and post-installation for total loss and optical link loss budgets.
6. Passive Intermodulation (PIM) Testing -The proposed Cellular DAS solution must meet or surpass Passive Intermodulation (PIM) performance standards outlined by relevant Cellular Carriers for the intended deployment environment. Specific criteria include demonstrating PIM levels within acceptable limits for designated frequency bands and power levels, supporting required frequency bands without excessive PIM distortion, providing documented evidence of PIM testing results, complying with industry standards and regulations, and offering a warranty or guarantee for PIM performance throughout the warranty period.
7. All cable test results must be provided in the Operation & Maintenance (O&M)

Performance Testing

1. Acceptance Testing requirements must be approved by the Authority and the Carriers prior to commencement of testing.
2. Acceptance of the system shall take place after:
 - a. Inspection and approval by the Authority and Cellular Carriers to verify all installation work meets applicable codes and standards.
3. Acceptance testing for the implemented system shall include the following:
 - a. System Acceptance Test (SAT) - The purpose of this test is to ensure that system specifications and technical requirements have been met. The test will verify system design, architecture, management, monitoring, and security features.
 - b. Coverage Acceptance Test (CAT) - This test shall verify that the system meets the coverage and quality requirements described in the System Specifications. The test results shall be submitted to each Carrier for review and approval. After the approval by Carriers, the Concessionaire shall submit the test results to the

Authority for review and approval. The Concessionaire shall conduct a walkthrough of the entire coverage area and collect coverage data for each of the supported bands in two stages.

- c. Continuous Wave (CW) testing - The Concessionaire shall conduct CW testing where an unmodulated Carrier frequency will be used as the test signal in each band supported. The power level of the CW signal used shall be the same as the one designed for the actual live RF Carrier. This testing is a precursor to Live RF Carrier testing.
 - d. Live RF Carrier testing will be conducted where the actual operating frequency for each of the carrier technologies will be used as a live test signal in each band. The CW testing must pass before this test can start.
 - e. The Concessionaire will need to connect the carriers to the Cellular DAS headend before this test can be conducted. The test will be performed for each Carrier offering service in a specific RF band and will validate the Final RF design. This test will verify coverage and quality metrics per Carrier per band per technology. It will also include verification that handoffs between Cellular DAS sectors and in some cases with macro networks for each carrier meet design criteria. The Concessionaire will work with each Carrier to ensure their service on Cellular DAS is fully optimized to facilitate handoffs per design.
 - f. For both CW and Live RF carrier testing, the Concessionaire shall utilize an industry standard software-based coverage testing tool (iBwave.) for automated data collection overlaid on a floor plan.
 - g. Endurance Test - The purpose of this test is to ensure that the implemented system is stable and functions without any issues for 30 consecutive days before final acceptance. The endurance test shall test the system with final carrier configuration and capacity loads. If any major issues occur during the test that cause service outage(s), the test will restart in its entirety from the day the issue(s) has been resolved.
4. The data collected in both CW and Live RF Carrier coverage tests shall be provided to the Authority as coverage plots with heat maps.
 5. For failed tests, the Concessionaire shall make appropriate remediation, re-test, and submit new test results.
 6. The Concessionaire shall coordinate with Carriers to ensure any specific acceptance testing requirements are included in the testing scope.
 7. Endurance test completion signifies substantial completion.
 8. All test results must be provided in the Operation & Maintenance (O&M)

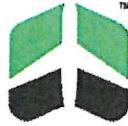
Operation & Maintenance

1. Operate and maintain the Cellular DAS after acceptance by the Authority including, but not limited to:
 - a. Guaranteeing a weekly availability/uptime of 99.9% of the system using commercially reasonable measures. The proportion of time (in minutes) that the designated system components are available over the course of a week or month constitutes uptime.
 - b. Provide a proposed preventive maintenance plan in the RFP response with the ongoing operational expense.
 - c. Providing all components, equipment, supplies, tools, and labor required for operation and maintenance.
 - d. Conducting all repairs and maintenance to maintain proper working conditions, in accordance with performance specifications.

- e. All modifications, enhancements, upgrades, or replacements will utilize familiar and pre-approved software and hardware components specified in the existing service contract with the Authority, including installing all software and firmware updates to keep the system up to date.
- f. Providing quarterly performance and usage reports due the 15th of the following month. The reports will constitute of at least the following:
 - i. Quarterly Uptime of the system
 - ii. Quarterly outage report with all the service outages
 - iii. Usage reports
 - iv. System performance report
 - v. Look-back period of 3 months.
- g. Repair or replace any equipment that fails to operate per the design specifications or malfunctions, for the term of the contract.
- h. Utilize a formal Change Management or Change Control process to make any changes to the operational Cellular DAS after go-live. The Concessionaire shall provide notifications to the Authority for all scheduled and emergency maintenance that causes service outages or degradation. In addition, the Concessionaire shall also notify the Carriers of such notifications.
- i. Operate the Cellular DAS on a 24x7 basis during the term of the Agreement.
- j. Provide monitoring, maintenance, and repair services on a 24x7x365 basis. The Concessionaire shall provide a toll-free number for its Network Operations Center (NOC) support for carriers and the Authority to report service issues in the Submittal section, Notices and Contacts, Emergency 24-Hour Contact.
- k. Concessionaire shall provide the response and resolution times for the following service impact scenarios:
 - i. Critical impact: A critical outage is defined as one that causes the entire Cellular DAS or multiple coverage zones service outages for one or more Carriers.
 - ii. Major impact: A major outage is defined as one where a single Cellular DAS zone is experiencing an outage, or Carriers are impacted but they continue to provide service due to a workaround.
 - iii. Minor impact: A minor impact is defined as one where the Cellular DAS is experiencing limited degradation of service, and a select number of end users are impacted.
- l. Conduct routine monitoring to ensure continuous service levels consistent with performance specifications, and as demonstrated during the verification testing and acceptance.
- m. Coordinate with the Authority on all maintenance and repair, which may result in critical or major outages. Emergency maintenance and repairs to restore service can be performed at any time with a notification sent to the Authority and the Carriers. However, service repair in public areas during events shall be approved.
- n. Provide event notifications and group management of components in the Cellular DAS. The Authority and the Carriers shall be capable of receiving specific event notifications based on the priority of events.
- o. Coordinate with the Authority and other stakeholders regarding future adds/moves/changes and construction activities that may impact Cellular DAS antennas or other field equipment. The Concessionaire shall be solely responsible for any temporary relocations or adjustments and final antenna, cabling, or equipment placements to facilitate such remodeling and constructions within the RPT environment.

2. The Concessionaire will be responsible for providing spare parts and listing inventories. The spare parts shall include but are not limited to coax cable, one active remote unit to cover all required bands on standby, connectors, antennas, etc.
3. The Concessionaire will provide a plan for improvement to address any coverage issues identified during annual testing.
4. The Concessionaire commits to Cellular DAS service as described herein, failure to do so may result in early contract termination, at no cost to the Authority.
5. The Concessionaire is accountable for the disposal and removal of all equipment associated with modifications, enhancements, upgrades, or replacements.

Exhibit E: Wi-Fi Scope of Services



Hollywood Burbank Airport

NOTE TO RESPONDENTS: This document presents the proposed Scope of Work for the selected Respondent (Concessionaire) for the services specified in the Burbank-Glendale-Pasadena Airport Authority (Authority) Public Wi-Fi RFP. The Authority reserves the right to modify this scope of work during contract negotiations. Respondents must outline their approach to delivering the specified services, meet the minimum requirements outlined, and provide details of experience fulfilling similar requirements.

EXHIBIT B – SCOPE OF WORK

A-1 Purpose: The journey to great travel experiences begins upon passengers' arrival at the airport. To ensure memorable journeys and highlight the economic and residential growth of the Southern California area, the Authority has initiated a new Replacement Passenger Terminal (RPT) project. This project aims to deliver a modernized facility that enhances passengers' experiences. A significant aspect impacting the passenger experience is the quality of Wi-Fi service. The Authority is soliciting a qualified third party operator or lead carrier, known as the Concessionaire, proficient in delivering a robust Wi-Fi 6 or better solution. The Wi-Fi system shall be compatible with the Wi-Fi 6 standard that supports the highest rate of data transmission with contemporary technology. The solution shall enhance connectivity and communication for passengers, tenants, and other stakeholders all while strictly adhering to established airport security protocols of a Southern California airport, supporting the 2028 Olympics and Paralympic Games.

This document intends to provide Respondents with relevant context, background, and requirements. This document supersedes any previous conversations Respondents may have had with the Authority regarding this procurement process, unsolicited proposals for similar services to the Authority, and previous procurement events in relation to the same or similar services. This scope of work excludes Cellular DAS.

A-2 Scope of Work Responsibilities, Services, and Deliverables: In accordance with the Design Documents provided in Exhibit H and the Construction schedule provided in Exhibit G, the Concessionaire will be responsible for designing, coordinating, constructing, installing, implementing, operating, maintaining, testing, and managing all Wi-Fi Coverage in the RPT and Parking Structure at Hollywood Burbank Airport (BUR).

Key scope items include, but are not limited to:

Design

1. The Concessionaire shall furnish and install a turn-key solution, including but not limited to all access points, enclosures, mounting hardware, cabling, and network equipment.

2. The Concessionaire shall provide the manufacturer's Wi-Fi solution design guidelines and/or manufacturer's best practices for network design and deployment processes. The Concessionaire will document any deviation or exception from these processes, which will be reviewed and approved by the Authority.
3. The Concessionaire will provide Public Wi-Fi services to all Airport end users, detailing the cost to Airport users, advertising revenues, paid membership or subscription revenues, access speeds, advantages to the Authority and passengers, the timeline for implementation, and any other pertinent information.
4. The Concessionaire solution shall support 2.4 GHz, 5 GHz, and 6 GHz frequency bands, be compliant with IEEE 802.1X, and include support for Bluetooth 5 (BLE5). It must utilize the latest Wi-Fi standard available and include both indoor and outdoor wireless access points.
 - a. APs installed in outdoor areas, including passenger boarding areas and Parking Garage, must meet outdoor rating standards (IP67 or better) and be capable of using omnidirectional and directional antennas. They must also comply with the IP6X Ingress Protection standard (IEC 60529) when placed outside conditioned spaces.
 - b. APs must support Wi-Fi 6 or greater, utilizing IEEE 802.11ax or the newest standard available at the time of installation. The network cabling must be CAT 6A or better, with slim CAT 6A patch cables used in headend/IDF closets.
5. The Wi-Fi solution shall provide a minimum bandwidth of 100 Mbps download and 100 Mbps upload per user. It must support seamless roaming and coverage overlap for uninterrupted connectivity as users move between APs.
6. Conduct Wi-Fi heat mapping with the recommended AP transmitter power. Deploy APs as specified in the design drawings and identify any additional key locations to maximize network coverage.
7. The Wi-Fi solution shall support all Wi-Fi-enabled devices, including laptops, iPads, and other personal devices used to access Wi-Fi services.
8. The Wireless Solution will include wireless security standards such as WPA2 Enterprise, WPA3, and 802.1X-based authentication methods.
9. Ensure seamless roaming within the Wi-Fi network by implementing wireless coverage with sufficient overlap, enabling uninterrupted connectivity as users transition between WAPs.
10. The Concessionaire shall adhere to all applicable rules, regulations, statutes, laws, policies, and guidelines governing the project, including but not limited to those from the Federal Communications Commission (FCC), the State of California, and the City of Burbank, during the contract period.
11. The Concessionaire shall engage in discussions with key stakeholders to explore opportunities for generating additional revenue streams through the Wi-Fi network. These discussions will cover potential strategies and business models that leverage the network's capabilities. The scope includes:
 - a. Facilitate a conversation between the Cellular Carrier Neutral Host Distributed Antenna System (DAS) Concessionaire and the Authority to evaluate the potential for revenue generation through offloading cellular data traffic to the Wi-Fi network.
 - b. Coordinate discussions between the Advertising Concessionaire and the Authority to explore the feasibility of generating revenue through in-network advertising, including ad placements and promotional content targeted at Wi-Fi users.

- c. Initiate conversations with RPT tenants to assess the possibility of generating revenue by providing enhanced wireless access services, including potential revenue-sharing models for tenant-sponsored Wi-Fi offerings.
12. The Concessionaire shall follow the major milestones schedule to provide a preliminary design with data sheets.
 - a. Approval for Antenna Locations and Design: Antennas and cables will be co-located in communal spaces and coordinated at all times. The Authority must approve the placement and design of all antennas.
 - b. The Concessionaire shall provide a proposed labeling schema for approval.
 - c. Labels must be preprinted or computer-printed, contrasting with equipment color, and comply with TIA-606-B standards.

Construction

1. The Concessionaire shall provide the DB Contractor requirements for all coordination items including but not limited to space, power, data, backing, sleeves, cooling, scheduling, and cabling pathways.
2. The Concessionaire shall coordinate with the DB Contractor to ensure standby power availability and meet UPS battery backup power requirements.
3. The DB Contractor will provide pathways, rack space, and power in the local IDF spaces.
4. In cases of scope gaps between the DB Contractor and the Concessionaire, the Concessionaire shall be responsible for furnishing all labor and materials for a complete and working Wi-Fi Solution.
5. The Concessionaire shall provide a set of as-built documentation.
6. The Concessionaire shall provide the coordination of the final location of all field devices.
7. The Concessionaire shall identify incoming provider pathways for fiber optic cabling if deemed necessary.
8. The Concessionaire shall safeguard all buildings, walls, floors, and property from damage during the installation process. Any damage caused to the property must be repaired by the Concessionaire at their own expense. If the Concessionaire encounters pre-existing damage (not caused by the Concessionaire), it must immediately notify the Authority to ensure the area is properly documented.
9. Following each day's work, the Concessionaire shall clean up the areas in which it has been working and dump all trash in the appropriate designated areas.

Installation

1. The Concessionaire shall install all system components, including furnished equipment and accessories, in accordance with the manufacturer's instructions, NFPA 70, ANSI-C2, and the provided specifications. The Concessionaire will supply all cables, connectors, terminators, interconnections, services, and adjustments needed for a complete and operational system.
2. Grounding will be installed as necessary to prevent issues such as ground loops, noise, and surges from affecting system operation. Coordination with the Low Voltage and/or Electrical contractor responsible for the overall installation of the Owner's grounding system is required.
3. Installation, configuration, and testing of all routers (including ISP router and equipment), switches, firewalls, and the wireless controller will be carried out by the Concessionaire.

4. Applicable software licenses for newly added equipment (Wireless Controllers, PoE edge switches, outdoor APs) will be acquired by the Concessionaire for the duration of the contract period, effective from the date of acceptance into service.
5. Approval from the Authority for the final layout of any equipment must be obtained before installation. Shop drawings showing proposed installation details must be submitted for approval beforehand.
6. Device commissioning will be performed by the Concessionaire, along with delivering an as-built performance assessment of the Wi-Fi solution to fulfill design criteria.
7. Coordinate with the DB Contractor to paint the antennas with non-RF blocking paint to match the aesthetics of each antenna location.
8. The Wi-Fi APs will need to be upgraded every five years, or sooner if mutually agreed upon by the Authority and the Concessionaire, to support the latest technology.
9. Submission of the plan and design with installation details, including proposed physical locations of all devices in AutoCAD (.dwg) format, is required. The submission must also include a parts list, with PDFs of the AutoCAD drawings provided.
10. The Concessionaire is responsible for routing its wireless traffic to its own ISP and provisioning its associated router/firewall where applicable.
11. All cabling for the Wi-Fi system must be a different color from the Local Area Network (LAN). The Concessionaire shall provide electrical conduits and cables for the necessary work.
12. For equipment mounted in drawers or on slides, interconnecting cables with a service loop of not less than three feet will be provided, ensuring sufficient cable length for full extension of drawers or slides.
13. Coordination with the Authority and the DB Contractor is essential for the final wireless solution design, procurement, installation, and configuration.
14. The Concessionaire will install and inspect all hardware necessary to fully meet the functional, operational, and performance requirements outlined, adhering to the manufacturer's installation guidelines.

Operation & Maintenance

1. The Respondent shall provide expected numbers of concurrent users on its proposed system and plans to accommodate peak passenger traffic.
2. Comply with all airport security and data privacy regulations to ensure the protection of sensitive information and prevent any potential cybersecurity threats.
3. Implement a comprehensive monitoring and maintenance system to promptly address any technical issues and ensure consistent performance.
4. Conduct regular system health checks to assess the overall performance and identify areas for optimization or preventive maintenance.
5. Implement a robust maintenance schedule to address routine updates, patches, and system upgrades to enhance overall system resilience and security.
6. Ensure compatibility with industry-standard network monitoring tools and protocols for seamless integration into existing network management systems.
7. The Concessionaire shall be required to provide live, user support services, 24 hours a day, 7 days a week, and maintain a 99% satisfaction level of Wi-Fi service availability.
8. The Concessionaire shall be responsible for all costs associated with implementing, operating, and maintaining the Wi-Fi network, including all necessary repairs, upgrades,

- and replacements of equipment throughout the term of the contract and any subsequent extensions of the term.
9. The Concessionaire shall provide all labor, materials, tools, transportation, storage cost, training, equipment, insurance, temporary protection permits, inspections, taxes, installation, software licenses, software, firmware, software integration, all required testing/documentation, and all necessary and related items required to provide complete and operational systems as described in this SOW.
 10. The Concessionaire is required to propose an innovative, efficient, and effective management strategy for the following network services:
 - a. Provisioning of SSID for passenger Wi-Fi and tenants.
 - b. Wi-Fi network performance monitoring and optimization.
 - c. Physical network monitoring and break-fix replacement of failed, failing components.
 - d. Additions and improvements as required by the Authority to add, move, and change APs and associated switches.
 - e. Monitoring, operating, and maintaining other wireless systems provided by the Concessionaire.
 11. The Concessionaire shall provide a yearly service improvement review with the Authority to assess overall system performance, schedule, and plans for continued improvements.
 12. The Concessionaire is expected to provide support for all design and construction projects and to attend construction meetings upon request.
 13. Review and markup tenant improvement pre/post-construction documents.
 14. Support Proof of Concept by other vendors for new IT solutions that require wireless connectivity upon request.
 15. The Concessionaire shall continuously review and optimize wireless systems, monitor and report on the health and trends of the BUR RF spectrum, conduct root cause analysis of incidents, and perform routine maintenance to ensure system functionality.
 16. The Concessionaire is tasked with the efficient management and upkeep of every facet of the Public Wi-Fi system, encompassing daily operations, maintenance, and system oversight, including associated expenses unless stated otherwise.
 17. The Concessionaire shall guarantee Cellular and Wi-Fi system availability of 99.999%, meaning no more than six minutes of complete system failure and downtime within a rolling twelve month period. The Concessionaire will be responsible for monitoring, operating, and maintaining the Wi-Fi system 24/7, year-round. The Respondent shall describe its ability to provide the necessary staffing and availability to meet this support level.
 18. The installed system must not interfere with other radio systems and any interference must be mitigated to the maximum extent possible. Specifically, the installed cellular system shall not interfere with existing RF systems within the premises, including but not limited to public safety (ERRCS).
 19. If the Authority determines that any radio frequency interference from the cellular DAS and Wi-Fi radio systems materially impacts airport operations or creates an immediate danger to safety, the Authority may direct the Concessionaire to immediately cease and suspend operation of the interfering portions. The Concessionaire must comply with this direction immediately. If the Concessionaire fails to cease operations as directed, the Authority may shut down the interfering portions without further notice.

Testing

1. The Concessionaire shall submit a thorough wireless system test plan for the Authority to review and approve, ensuring ongoing testing as new installations and replacements occur. This plan encompasses resolving system issues, managing system stability, addressing catastrophic outages, and applying software/hardware repairs through patches or upgrades.
2. The Concessionaire shall provide a testing plan that involves continuous evaluation of wireless system functionality, including addressing system issues, maintaining stability, resolving outages, and implementing necessary software/hardware repairs through patches or upgrades, throughout the RPT.
3. Testing includes performing FAT (Factory Acceptance Test) and UAT (User Acceptance Test). The Concessionaire shall include specific features and capabilities for each type of testing.
4. The Concessionaire shall develop and submit a comprehensive Test Plan (FAT and UAT) that has been coordinated with the Authority for testing wireless network connectivity services to the Authority for review and approval 30 days prior to the beginning of any testing activities. The tests shall demonstrate that the system and its components fully comply with the requirements specified herein.
5. The Concessionaire shall support the Authority during user augmentation.
6. Personnel performing the testing shall have at least three years of hands-on experience with the specific equipment, user augmentation support, hardware, and software installed.

Documentation

1. The Concessionaire is responsible for maintaining and updating all documentation and records related to BUR's wireless system. This includes, but is not limited to:
 - a. APs and associated components settings and configuration
 - b. Wireless system diagrams
 - c. Permanent users
 - d. Wiring diagrams
 - e. Field test data
 - f. Equipment manuals
 - g. Drawings and pictures depicting the location of each wireless device
 - h. Preventative Maintenance Records and Repair Records
 - i. Warranty information

Spare Equipment/Parts Inventory

1. The Concessionaire shall propose the number of spares of each type of equipment to keep on hand – for the Authority to review and approve.
2. The Concessionaire shall maintain the spare equipment inventory list. The inventory report shall include, but not be limited to:
 - a. Details of existing spares including condition, quantity, etc.
 - b. A recommendation for additional spares where justifiable.
 - c. A detailed cost estimate based on the approved percentage markup specified in the contract.

Software and Licenses

1. The Concessionaire shall provide the Authority with all manufacturer-released, developer-released, proprietary, and non-proprietary software and firmware upgrades and respective licenses for wireless systems - at no additional costs. All software licenses related to wireless systems will be assigned to and owned by the Authority.
2. The Concessionaire is required to stay updated with all available OEM software upgrades for each piece of equipment covered within this contract. The Concessionaire will inform the Authority of all available OEM software upgrades and, upon receiving written approval from the Authority, will proceed to purchase and install approved upgrades.
3. All software, firmware, and respective upgrades provided under this contract will be furnished by the Concessionaire, manufacturer, and developer technical support for firmware and software and their respective upgrade implementation in electronic format as specified by the Authority.
4. All software/firmware/support information must be issued and held in the name of the Authority, not the Concessionaire.

Warranty

1. Provide all manufacturer's warranties, ensuring they begin on the date of installation acceptance rather than the purchase date.
2. The Concessionaire shall provide electronic copies of all warranties and system documents in PDF format, along with the system configuration spreadsheet in a format approved by the Authority.
3. The Authority will have sole and exclusive ownership of all data generated by or as a result of using the wireless systems. Any use of this data by others, including the Concessionaire, will require written express permission from the Authority. Unauthorized use of the data is strictly prohibited without the Authority's written approval.
4. Warranty service entails the Managed Service Provider (MSP) being responsible for shipping malfunctioning device(s) to the manufacturer for repair using their Return Merchandise Authorization (RMA) process.

EXHIBIT F: Wi-Fi — Operational Standards

1. General.

A. Concessionaire shall provide, operate and maintain all components required to redirect users to the Wi-Fi landing page, host the access portal, display network usage terms and conditions requiring proactive opt-in, authenticate users and provide connectivity to the internet circuits.

B. Concessionaire shall publish and make available to end users, Terms and Conditions (“T&C”) requiring the users to acknowledge all associated risks, legal obligations and system limitations for their use of the Wi-Fi internet network at the Airport. The T&C must be approved by the Authority before posting.

C. Concessionaire shall publish and make available to end users, a privacy policy describing the collection, use and retention of personal information from end users of the Wi-Fi System. Concessionaire shall comply with its published privacy policy in connection with its performance.

D. Concessionaire shall design and construct a “Walled Garden.” The Walled Garden restricts users from navigating to the internet prior to authentication and acceptance of T&C. The Walled Garden shall include the splash page, portal pages, authentication pages, and message pages. Concessionaire shall host and maintain the Walled Garden on its servers. Concessionaire shall obtain the Authority’s approval of the content, look and feel of all Walled Garden pages prior to implementing them in a live environment and the Authority shall not unreasonably withhold such approval. Subsequent changes shall require the Authority’s approval in advance.

E. No user information or user credentials shall be required to gain access to the free Wi-Fi service, although Concessionaire may allow users to optionally register to streamline the authentication process for future visits.

2. Walled Garden Content.

A. At the beginning of the Wi-Fi session, on the landing page, Concessionaire shall provide all users the means to review the T&C and the privacy policy. Concessionaire shall require the user to accept the T&C before granting internet access.

B. Users shall not be required to sign up for or opt-in any sponsorship or offers as a condition for gaining access to the free Wi-Fi service.

C. The Authority shall be responsible for providing all Airport branding and content relevant to the Airport that Authority wishes to make available to passengers (e.g. terminal maps, concession information, local area information). Concessionaire shall work with the Authority staff to effect the integration of such content into the Walled Garden.

D. Concessionaire shall allocate additional space to the Authority, at no charge, as follows:

(i) At the Authority's option, Concessionaire shall provide to the Authority an area up to 45% of the landing page to display content of the Authority's choosing.

(ii) At the Authority's option with 30 days notice, Concessionaire shall allocate up to 10% of any interior pages to the Authority.

(iii) All space allocated to the Authority shall be controlled by the Authority.

(iv) The Authority shall supply Concessionaire with this content in a computer-readable format per the specifications supplied by Concessionaire.

E. The user shall prominently see how to access the free Wi-Fi service, regardless of any other access options or advertisers, on the welcome portal. This may include a prominently displayed link to a secondary connection options page where access to free Wi-Fi is prominently displayed.

3. Wi-Fi Experience.

A. While the user is accessing the internet, the Wi-Fi System may not limit or interfere with the browser original content in any way. This includes iframes or other web browser content filtering or HTML proxy that alters the original content requested. Concessionaire shall provide an access session that is non-invasive and open for all authorized ports normally provided by top Internet service providers.

B. Concessionaire shall be permitted to sell advertisement or secure sponsorship that shall be appear as part of users' access of the Wi-Fi System, provided that all such advertisement or sponsored messages shall comply with the Advertisement Guidelines and other provisions of this Agreement.

C. Following the welcome and landing pages, from the connection options page, Concessionaire may direct the user to view a sponsored video message or similar advertisement. The video must clearly disclose that content is provided by Concessionaire or its sponsorship partners. The video shall provide a countdown timer for the length of the sponsorship impression. The length of the sponsorship video may not exceed 30 seconds.

D. For free Wi-Fi service, there shall be no more than one advertising or sponsored pop-up or video per 45 minutes.

E. For any advertisement or sponsored message (in any form), whenever a user is offered the option to download an item, provide information, make a purchase, or other similar interactive action, the user also shall be presented an equally visible option to bypass these interactive items. Any interactive advertisement shall meet or exceed applicable Interactive Advertising Bureau standards.

4. Authority Advertising Guidelines.

A. Concessionaire shall only display Wi-Fi System advertisements that are consistent with the Advertisement Guidelines. Notwithstanding any other provision of this Agreement,

Concessionaire shall be solely responsible for: (i) evaluating proposed advertisements for consistency with the Advertisement Guidelines; and (ii) approving or rejecting proposed advertisements.

B. The Authority may, at any time and from time to time, unilaterally revise the Advertisement Guidelines by written notice to Concessionaire. In such event, the revised Exhibit D-6 shall automatically be incorporated by reference into this Agreement. Concessionaire shall use each revised Exhibit D-6 to evaluate and approve or reject proposed advertisements that are submitted after the Authority's issuance of such revised Exhibit D-6.

C. Upon the Authority's notice that an advertisement violates the Advertising Guidelines, Concessionaire shall promptly take corrective measures to the Authority's satisfaction, or if requested by the Authority, remove the advertisement in its entirety.

5. Data

A. Concessionaire shall comply with and shall cause all third parties to whom Concessionaire grants rights with respect to information and data under this Agreement to comply with all applicable laws regarding the protection, use and maintenance of such information and data, expressly including each of the requirements set forth below:

(i) *Malware*. Concessionaire shall use commercially reasonable efforts to ensure the services, including any content or other information, provided by Concessionaire pursuant to this Agreement are free from viruses, spyware, and other similar harmful and destructive code or malware. Concessionaire shall not insert any destructive mechanisms into any content or Airport system (which shall include any technical infrastructure located at the Airport), and shall not invoke such mechanisms at any time, including upon expiration or termination of this Agreement for any reason.

(ii) *Treatment of User Data*. With respect to any data collected from users of the Wi-Fi System ("User Data"), Concessionaire shall not gather, store, log, archive, use, or otherwise retain any User Data in any manner and shall not disclose, distribute, sell, share, rent, or otherwise transfer any User Data to any third-party, except as permitted by law (including Business and Professions Code Sections 22575-22579, and any other applicable law relating to spamming, privacy, confidentiality, data security, and consumer protection).

(iii) *Treatment of Airport Data*. With respect to Airport or Authority data collected from the Wi-Fi System in performance of this Agreement ("Airport Data"), Concessionaire shall not gather, store, log, archive, use, or otherwise retain any Airport Data in any manner and shall not disclose, distribute, sell, share, rent, or otherwise transfer any Airport Data to any third-party, except as expressly required by this Agreement and permitted by law. Concessionaire shall not retain any Airport Data for any period longer than necessary for Concessionaire to fulfill its obligations under this Agreement. As soon as Concessionaire no longer needs to retain such Airport Data in order to perform its duties under this Agreement, Concessionaire shall promptly return or destroy or erase all originals and copies of such Airport Data.

(iv) *Privacy and Security Procedures.* Concessionaire shall maintain and enforce information and data privacy and security procedures with respect to its access to, use and storage of all User Data and Airport Data that (A) are at least equal to industry standards taking into consideration the sensitivity of the relevant data, and the nature and scope of the service to be provided, (B) are in accordance with the Authority's reasonable security requirements, (C) comply with all applicable laws, and (D) provide reasonably appropriate administrative, technical, and physical safeguards to protect against accidental or unlawful destruction, loss, alteration or unauthorized disclosure, access or use of the data. Without limiting the generality of the foregoing, Concessionaire shall take all reasonable measures to secure and defend its location and equipment against "hackers" and others who may seek, without authorization, to modify or access Concessionaire systems or the information found therein without the consent of the Authority. Concessionaire shall periodically test its systems for potential areas where security could be breached. Concessionaire shall report to the Authority immediately any breaches of security or unauthorized access to Concessionaire systems that Concessionaire detects or of which it becomes aware. Concessionaire shall use diligent efforts to remedy such breach of security or unauthorized access in a timely manner and deliver to the Authority a root cause assessment and future incident mitigation plan.

B. The Authority reserves the right of co-ownership of any data collected by Concessionaire about Wi-Fi usage and information regarding the users, and Concessionaire agrees to share with Authority all such data. In the event that the Authority is required by law to disclose end user data collected from the Wi-Fi System to a third party, the Authority shall notify Concessionaire of such disclosure to the extent permitted by law,

6. Signs about Wi-Fi Service; Information for Airport Website.

A. Concessionaire, at its expense, shall create signage to be placed at locations around the Airport to inform the public about the Wi-Fi service availability. The signs shall be subject to the Authority's approval before use. The parties shall cooperate to identify the locations around the Airport where the signs shall be placed, provided that the Authority shall have the sole discretion to decide the final locations. Whenever the information on the signs becomes outdated, Concessionaire shall be responsible for promptly providing replacement signs.

B. Concessionaire shall also provide such information as the Authority may request to enable the Authority to inform Airport users about the Wi-Fi service on the Airport's website.

Exhibit G: Advertisement Guidelines

I. PURPOSE

The Burbank-Glendale-Pasadena Airport Authority periodically awards concession agreements in connection with the advertising program at the Hollywood Burbank Airport. The advertising program generates revenue for airport capital and operating expenses by displaying paid advertisements at designated physical or cyberspace locations. In its capacity of airport proprietor, the Airport Authority has made a managerial decision that advertisement content must be strictly regulated to promote substantial government interests including: (i) attraction of long-term, high caliber advertisers; and (ii) creation of a welcoming environment that presents airport patrons with family-friendly material that does not subject them to debates regarding political and religious issues.

The advertising program is not a forum for unlimited public expression. These guidelines are intended to preserve the nonpublic forum status of the airport advertising program by specifying the eligible content that may be displayed at the Hollywood Burbank Airport in paid advertisements. These guidelines shall be applied in a consistent and viewpoint neutral manner.

II. ELIGIBLE CONTENT

- A. Noncommercial Speech Exclusion. Eligibility for the advertising program is limited to speech that proposes a commercial transaction. Advertisements that consist of a political or religious message, or that combine a political or religious message with a commercial offer, are ineligible and shall be rejected.
- B. Additional Exclusions. The following advertisements are ineligible for the advertising program and shall be rejected:
 - 1. Advertisements that depict graphic violence or gore.
 - 2. Advertisements containing images or language that is obscene, profane, scatological, or vulgar.
 - 3. Advertisements containing sexually oriented materials, images of nudity, or sexually prurient material.
 - 4. Advertisements for any of the following entertainment media: films rated "X" or "NC17"; nude or partial nudity dance clubs or performances; pornography; television programs rated "MA"; or video games rated "A".
 - 5. Advertisements for any of the following items: contraceptives; electronic cigarettes; marijuana; sexual function medications or treatments; tobacco; or weapons.

6. Advertisements for any of the following businesses: bail bond services; check cashing services; pawn shops; massage parlors; tattoo parlors; or weapon shops.
7. Advertisements for an activity, product, or service that is prohibited by federal, state, or local law.
8. Advertisements for any rental car company that is not a concessionaire of the Authority, or any automobile parking lot or automobile parking garage that is not located on the Airport.
9. Advertisements that imply or declare an endorsement by the Authority, without prior written authorization of the Authority.
10. Advertisements containing deceptive or false statements.

Exhibit H: Concessionaire's Proposal in Response To RFP

FEBRUARY 14, 2025 | Confidential

**CELLULAR CARRIER NEUTRAL HOST DISTRIBUTED ANTENNA SYSTEM
WITH PUBLIC WI-FI ADDITIVE ALTERNATE
HOLLYWOOD BURBANK AIRPORT (BUR)**

RFP # ADM25-02

RFP Response Submitted by: Boingo Wireless
Main RFP Contact: Stephanie Gray | sgray@boingo.com | 909.477.9603
10960 Wilshire Boulevard Suite 2300 Los Angeles, CA 90024



Disclaimer: The contents of this proposal, including all figures, dollar amounts, and timelines, are based on Boingo's current best estimates given the information provided during the RFP process. It is possible that these may change as Boingo learns more about the project, including further site visits, testing, and project outcome and goal discussions with the vendor. In addition, any delays such as Acts of God, supply chain issues, and substantial changes to the project scope by the vendor may impact the final pricing and schedule. Nonobedience to any item of the RFP shall not be deemed a waiver; all responses subject to contract. This proposal contains confidential information belonging to Boingo, and the proposal may only be used in connection with recipient's evaluation of the proposal.

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1. COVER LETTER AND EXECUTIVE SUMMARY

February 14, 2025

Lanna Aguilera
C.P. Senior Manager, Procurement
laguilera@bur.org

RE: CELLULAR CARRIER NEUTRAL HOST DISTRIBUTED ANTENNA SYSTEM WITH PUBLIC WI-FI ADDITIVE ALTERNATE

Dear Ms. Aguilera,

Boingo Wireless, Inc., along with its subsidiaries (“Boingo”), is pleased to submit this proposal to the Burbank-Glendale-Pasadena Airport Authority (the “Authority”) to design, install, operate, maintain, monitor, and manage a neutral host distributed antenna system (DAS) and Wi-Fi network at Hollywood Burbank Airport (“BUR” or the “Airport”). As a Los Angeles-based company with deep roots in the community and a proven track record of delivering world-class connectivity solutions, Boingo is uniquely positioned to provide BUR with a seamless, reliable, and **elevated** wireless experience, perfectly aligned with the Airport’s “Elevate BUR” project goals, and designed to be completed well ahead of the 2028 Summer Olympics.

Boingo understands that BUR is undergoing a critical transformation and is excited to contribute to the Airport’s evolution into a modern, passenger-centric hub. The Authority requires a partner that can not only handle the complexities of a large-scale technology deployment but is also deeply familiar with the local landscape and committed to fostering a superior passenger experience. For nearly 25 years, we’ve called LA home. We proudly connect some of SoCal’s most prominent venues, from modernizing the passenger journey at John Wayne Airport to revolutionizing the fan experience at Intuit Dome. With over 170 California-based employees and strong community ties through partnerships with organizations like AMAC, AMAC-LA, NMSDC, and local chambers of commerce, Boingo offers the local knowledge, resources, and commitment to deliver exceptional results and superior passenger experience, realizing the Authority’s vision.

Our proposal directly addresses the need for an **elevated** wireless experience at BUR, incorporating the following key elements:

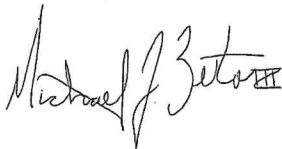
- **Expertise in DAS + Wi-Fi solutions.** Boingo is the ideal partner for this dual infrastructure approach. We have a proven track record of designing, implementing, and managing these combined networks in numerous airport environments, ensuring seamless connectivity for all passengers and stakeholders. In fact, there is no other company with more experience in converged wireless networks at airports than Boingo.
- **Carrier relationships for Day 1 service.** Our long-standing, robust relationships with all major wireless carriers will guarantee Day 1 service for all three major providers at BUR. Our business model and design approach prioritizes fast and efficient deployment, minimizing downtime and maximizing value.
- **A competitive financial offer.** Our **\$7.28M financial proposal** includes a fully managed, turnkey 5G Neutral Host Cellular DAS and Public Wi-Fi (7) network **at no cost to BUR** and over \$2.7 million of revenue to the Authority during the 10-year Concession Term.

- **Unrivaled capability in new construction.** We recently completed Portland International Airport's (PDX) newly remodeled main terminal, Newark Liberty International Airport's new Terminal A, and the converged network (DAS, Wi-Fi, Private 5G) at Intuit Dome, home of the Los Angeles Clippers.
- **Scalability and future-proof design.** Our solutions are designed with future expansion in mind, as evidenced by our deployments at PDX, EWR, and the Intuit Dome. We will ensure BUR's infrastructure is optimized for today's needs and easily adaptable to future technological advancements and increased demand, especially with the increased traffic anticipated for the 2028 Olympics.
- **World-class support from our LA-based NOC.** Boingo's 24/7/365 Network Operations Center (NOC), located here in Los Angeles, provides round-the-clock monitoring, maintenance, and support. Combined with our North Hollywood Innovation Lab and local engineering team, we are prepared to provide white-glove support to BUR throughout the project lifecycle.
- **Elevated passenger experience.** Boingo is committed to delivering an **elevated** wireless experience for all BUR passengers. Our technology and designs will enable a seamless and reliable connection, boosting customer satisfaction and increasing operational efficiency for the airport. Many of the airports Boingo serves are top performers in the Ookla Airport Wi-Fi Speed Test Rankings, as well as ACI Passenger Satisfaction scores.

We believe Boingo's expertise in new construction, deep roots in the Los Angeles community, and proven track record of success in similar projects make us the ideal partner for the Authority. Our commitment to delivering an elevated wireless experience for BUR well in advance of the 2028 Summer Olympics aligns perfectly with the Authority's vision for the future. Boingo confirms that our team will not have any potential conflicts that may arise in the performance of services requested in this RFP.

Thank you for considering Boingo's proposal. We welcome the opportunity to discuss our qualifications further and are confident we can successfully meet your requirements. Please do not hesitate to contact me directly with any questions.

Sincerely,



Michael J. Zeto III
Chief Commercial Officer

COMPANY HEADQUARTER DETAILS

BOINGO WIRELESS, INC.

10960 Wilshire Boulevard
Suite 2300
Los Angeles, CA 90024
310-586-5180 (p)
310-586-4060 (f)

MAIN POINT OF CONTACT

STEPHANIE GRAY

Senior Director of Business Development

sgray@boingo.com

909.477.9603 (p)

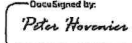
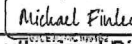
<http://www.boingo.com/>

COVER PAGE FORM

Docusign Envelope ID: 1D36C7A6-8316-4ED5-8BE4-729E2DF8938D

REQUEST FOR PROPOSALS ("RFP")
CELLULAR CARRIER NEUTRAL HOST DISTRIBUTED ANTENNA SYSTEM WITH
PUBLIC WI-FI ADDITIVE ALTERNATE
HOLLYWOOD BURBANK AIRPORT PROJECT
NUMBER ADM25-02

By submitting a proposal, Respondent acknowledges receipt of all content of the RFP package as delivered electronically and hereby attests to non-collusion regarding the competitive opportunity and any price submitted. Respondent acknowledges and accepts the terms of this solicitation, including any addenda, which will become part of any resultant agreement, and agrees that the terms as listed will supersede any conflicting contractual terms and/or conditions specified elsewhere. Respondent certifies that the information provided in its submission is complete, including the full disclosure of all subcontractors, suppliers, joint ventures, teaming agreements, and the like, and that the information submitted is true and accurate to the best of its knowledge. Respondent confirms that the signing party is an authorized representative of the entity submitting the proposal and has the individual authority to submit this proposal electronically on behalf of the entity and to bind the entity to all information set forth herein.

Date: <u>January 30, 2025</u>	Company Name: <u>Boingo LLC</u>	
Docusign by: 	Peter Hovenier	Chief Financial Officer
*Authorized Signature	Name	Title
Docusign by: 	Michael J. Finley	CEO
*Authorized Signature	Name	Title

*If the contracting party is a corporation, two (2) signatures are required: one (1) signature by either the Chairperson of the Board, the President, or any Vice President; and one (1) signature by either the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

RETURN THIS COVER PAGE WITH YOUR PROPOSAL – LATE, EMAILED, MAILED, HAND DELIVERED, OR FAXED SUBMISSIONS WILL NOT BE ACCEPTED.

RFP No. ADM25-02
Cellular Distributed Antenna System and Public Wi-Fi Alternate
Page | 2

3045369.3

2. FIRM QUALIFICATIONS

a. Legal name and physical business street address for headquarters offices, as well as the physical street address of servicing office, if not the same address as Respondent's headquarters office.

HEADQUARTERS OFFICE

Boingo Wireless, Inc.
17 Cowboys Way, Suite 400
Frisco, TX 75034

SERVICING OFFICE

Boingo Wireless, Inc.
10960 Wilshire Blvd, Suite 2300
Los Angeles, CA 90024

b. Number of years in business under the business name outlined in the proposal, current number of employees.



c. Include a brief description of the organization's history, capabilities, resources, structure, ownership, size, and services.

Brief History & Capabilities

When Boingo launched in 2001, there were fewer than 400 hotspots in the world – and Wi-Fi still went by the catchy name “802.11.” Today, we are undisputedly the worldwide leader in wireless solutions for airports and large-scale, high-density venues. We offer best-in-class 5G solutions to include Wi-Fi, small cells, DAS, private networks, and towers serving the airports and transportation, military and government, hospitality, commercial real estate, sports and entertainment, healthcare, and manufacturing and logistics industries.

20+ Years of Wireless Leadership



LARGEST

DAS Operator

Largest indoor DAS provider in the U.S.

3 Billion+

Cellular Connections Annually



LARGEST

Wi-Fi Operator

Largest operator of airport Wi-Fi networks in the world

2 Billion

Wi-Fi Sessions Annually



LARGEST

Military Provider

Largest Wi-Fi provider to US Military bases

100+

 U.S Military Bases

400k

 Troops Served

FIRST

Commercial DAS Network to market ('99)



FIRST

Passpoint Network to market ('14)



FIRST

CBRS Airport Private Network to market ('18)



FIRST

Wi-Fi 6 Airport Network to market ('19)



FIRST

Wi-Fi 7 Public Network at a Transportation Venue to market ('24)

Cellular data calculated based on total annual visitors, time in venue and estimated connections during visit.

In June 2021, Boingo was acquired by Digital Colony, now known as DigitalBridge, a leading global investment firm dedicated to digital infrastructure. With a heritage of over 25 years investing in and operating businesses across the digital ecosystem including towers, data centers, fiber, and small cells, DigitalBridge's strong operational capabilities, industry relationships, and access to capital has enabled Boingo to further innovate and address the needs of wireless connectivity.

Structure, Ownership, & Size

As a wholly owned subsidiary of DigitalBridge, Boingo Wireless is a private corporation with 367 employees governed by a diverse Board of Directors with extensive experience in building and operating networks that enable connectivity and power the digital economy. Led by an executive team with more than 120 years of combined experience, Boingo helps the world stay connected to the people and things they love. Please find the names and titles of Boingo's Executive Management Team below:

- Mike Finley, CEO
- Peter Hovenier, CFO
- Michael Zeto, CCO
- Derek Peterson, Ph.D., CTO
- Dawn Callahan, CMO
- Rebecca Gray, SVP, Military
- David Tokunaga, SVP, Enterprise

Services

Boingo simplifies complex wireless challenges to connect people, businesses, and things. Our vast footprint of distributed antenna systems (DAS), Wi-Fi, private networks, small cells, and macro towers securely powers innovation and connectivity for airports, transit stations, stadiums, hospitals, commercial properties, and enterprises worldwide.

We serve more than 120 major airports and transportation hubs, 70+ sports and entertainment venues, and are the largest provider of Wi-Fi to the United States military, connecting nearly 400,000 troops on 100+ military bases worldwide.

Additionally, Boingo provides around-the-clock monitoring, maintenance, and reporting through our 24/7/365 in-house Network Operations Center and Customer Care. Our 20+ years of experience financing, designing, building, managing, operating, and maintaining a Cellular neutral host DAS and public/private Wi-Fi and Passpoint networks uniquely positions us to achieve BUR's objectives, scope, and complexity.

d. Detail your firm's background in adhering to airport regulations regarding Cellular DAS.

With more than 20 years of experience designing, building, operating, and maintaining neutral host DAS and Wi-Fi networks in demanding locations like BUR and 120+ other airports and transportation hubs, our experience demonstrates a consistent ability to comply with all applicable airport regulations regarding Cellular DAS.

e. If including a proposal for the alternate Public Wi-Fi solution, detail your firm's background in adhering to airport regulations regarding Public Wi-Fi.

As a network provider to major airports, the TSA, the DOD, and military bases, Boingo is trusted to prioritize stringent security parameters for its networks, meeting federal-grade standards and adhering closely to NIST and ISO 27001 cybersecurity frameworks. Boingo meets all regulatory compliance requirements in the counties which we operate in, including, but not limited to:

- Payment Card Industry/Data Security Standard (PCI/DSS)
- General Data Protection Regulation (GDPR)
- California Consumer Privacy Act (CCPA)
- NIST 800-53 (audit in progress)
- Lawful Intercept (as requested by Law Enforcement)
- Access logs (as requested, typically kept for one year but can be customized)

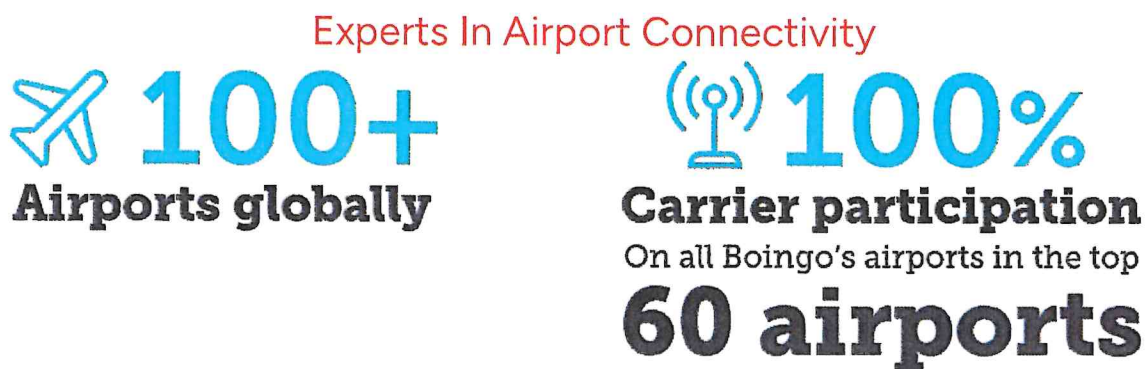


Safeguarding National Security: Boingo's work with the Federal Government ensures we comply with the strictest security parameters. As the Authority seeks to leverage a solution with a future-forward secure design, Boingo is ready to deliver the utmost safe and scalable solution for Burbank Hollywood Airport.

3. EXPERIENCE AND PAST PERFORMANCE

The proposal shall demonstrate the firm's significant, in-depth knowledge, past performance, and experience relating to the services required, as outlined in Exhibit A – Cellular Carrier Neutral Host Distributed Antenna System and Exhibit B – Public Wi-Fi Scope of Work. Specifically, Respondent shall address the following:

a. Submit a statement identifying how your firm has met the scope of services set forth in Exhibit A and Exhibit B on past projects.



As the **largest operator of airport DAS, Wi-Fi, and private networks** in the U.S., no other company has designed, implemented, and managed more transportation networks than Boingo. We power networks at our partner airports and take great pride in enabling their connectivity visions and business goals. We are proud to share the highlights below from our airport portfolio:

- **Proven experience** with new construction projects at the world's leading airports.
- 3 of the top 4 **Ookla Airport Wi-Fi Speed Test Rankings** are Boingo venues (Newark Liberty International Airport, John F. Kennedy International Airport, Phoenix Sky Harbor International Airport).
- Connectivity provider to **four of the top five mega airports** ranking highest in customer satisfaction.
- 12-time winner of Best Wi-Fi Service (Global Traveler annual survey).
- Winner: Aviation Pros' Project of the Year for LaGuardia Terminal B redevelopment.

Innovation is at the forefront of our airport operations, requiring secure, fast, reliable Wi-Fi connectivity. Boingo understands our diverse needs and has kept John Wayne Airport ahead of the technology curve to deliver a superior guest experience.

– Charlene Reynolds, John Wayne Airport Director

Please see below for an overview of past airport projects where Boingo has met the scope of services defined in Exhibits A and B.

A Trusted Partner of Iconic Airports



John Wayne Airport
Santa Ana, CA



Portland International
Airport
Portland, OR



Oakland International
Airport
Oakland, CA



Austin-Bergstrom
International Airport
Austin, TX



Minneapolis-St. Paul
International Airport
Minneapolis, MN



Newark Liberty
International Airport
Newark, NJ



Dallas Love Field Airport
Dallas, TX



Louis Armstrong New
Orleans Int. Airport
New Orleans, LA



Memphis International
Airport
Newark, NJ



Buffalo Niagara International
Airport
Buffalo, NY



= New Network Build

b. Include a comprehensive overview of the company's experience in financing, designing, building, managing, operating, and maintaining a Cellular DAS and Public Wi-Fi.

In addition to our experience in the aviation and transportation industry, Boingo has direct, real-world experience financing, designing, building, managing, operating, and maintaining Cellular DAS and Public Wi-Fi in high-traffic venues around the world. This practical experience enables our team to help the Authority make the best technology decisions today and well into the future. Venues near Burbank and around the world turn to Boingo for their DAS and Wi-Fi needs. Below is a summary of our diverse venue portfolio:



U.S. Military Ground and Air Bases: Boingo holds long-term contracts to provide comprehensive wireless connectivity, including high-speed Wi-Fi and cellular towers at military bases in the United States and abroad, including Camp Pendleton, MCAS Miramar, MCRD San Diego, Fort Irwin, Fort Hunter-Liggett, and Camp 29 Palms. We're proud to serve ~400,000 service members across **100+ bases worldwide**, with more bases added each year.



Sports and Entertainment Venues: Boingo's portfolio of sports (NFL, NBA, WNBA, NHL, MLB, MLS, NCAA) and entertainment arenas include Steve Balmer's new state-of-the-art Intuit Dome, Petco Park, Dodger Stadium, Hollywood Bowl, Soldier Field, Q2 Stadium, Delta Center, State Farm Arena, Hollywood Bowl, and many more. Our award-winning solutions help sports and entertainment venues wow fans, streamline operations, and boost revenue



Commercial Real Estate: Developers are turning to Boingo for next-generation wireless solutions to create smart buildings that increase efficiencies, build resilience, and generate new revenue. Boingo maintains long-standing agreements with Chicago's 1 North Wacker, Philadelphia's Cira Centre, and the State Farm headquarters campus.



University and College Campuses: Leading educators rely on Boingo to increase operational efficiencies and fast-track smart building bottom-line benefits. Today, our networks support faculty, staff, students, and visitors at San Diego State University, Kansas State University, South Dakota State University, Kansas State University, and many others.

Experience in Key Areas



Financing. With a history spanning nearly 25 years, Boingo has secured the necessary funding to undertake significant wireless deployments. We work closely with clients, often structuring network deals that offset the initial investment through monetization, advertising, tenant services, retail, and revenue-sharing programs.



Designing. Boingo boasts an award-winning in-house design team that develops best-in-class neutral-host networks tailored to specific needs. Based on client needs, we custom design 5G infrastructure with cellular, Wi-Fi, and private network capabilities. Our designs consider use cases and desired outcomes, ensuring the infrastructure is fit for purpose.



Building. Boingo has over 20 years of experience with converged network installation in new and existing large venues, working alongside other trades on all shifts, building out head ends in new shelters or into existing spaces, integrating into existing IDFs, finding creative spaces for DAS remotes and infrastructure, and mounting modern and inobtrusive antennas and APs in front and back-of-house spaces.



Managing. Boingo's Network Operations Center (NOC) is a 24x7x365 operation that actively monitors network performance, ensuring high uptime. This allows potential issues to be identified and quickly addressed, reducing potential downtime. Boingo also manages customer care and provides a full security service suite.



Operating. Boingo's commitment to uptime means we constantly evaluate the performance of our networks and look for areas of improvement. BUR's dedicated account manager will ensure the Authority has the support it needs and offer preventative maintenance programs, ensuring long-term reliability.



Maintaining. As a long-term partner, Boingo ensures upgrades are timely and meet clients' ongoing needs. Through our 24x7x365 NOC, we offer continuous monitoring and maintenance. Boingo's dedicated Account Manager will also meet with the Authority weekly to review network status and onsite spare inventory updates, provide recommendations on revenue generation opportunities, and review potential upgrades.

c. Provide a list of five references that demonstrate verifiable experience in providing these services: Two of the five references must be from public airports or other government agencies, where Respondent provided such services within the last five years. Specify the performance period for each of the five references ' contracts. Provide contact information for each of the references, including the name of the agency/company, street address, contact name, title/position, email address, and phone number from each reference company/ agency that can confirm the Respondent ' s experience. The preferred point of contact is representative who provides direct oversight and/or supervision of the contracted services. If the Authority cannot contact a listed reference and confirm experience due to inaccurate contact information, the proposal may be deemed nonresponsive and will be subject to rejection.

Please see the following pages detailing Boingo's references.

WITHIN LAST FIVE YEARS

Portland International Airport (PDX) Portland, OR

Performance Period: 2019 – Present

- Modernization project began: April 2024
- Modernization project completed: August 2024
- Maintenance and management: ongoing

Contact Name: Mabelle Campbell

Title/Position: Concessions Development
Manager

Email Address:

mabelle.campbell@portofportland.com

Phone Number: 503.415.6472

Street Address: 7200 NE Airport Way, Portland,
OR, 97218



Project Summary

Since 2019, Boingo has partnered with Portland International Airport as their Distributed Antenna System (DAS) and Wi-Fi provider. Recently, PDX completed a \$2 billion modernization project, unveiled on August 14, 2024, where Boingo played a vital role by deploying a comprehensive cellular DAS. This involved installing more than 550 antennas and 250 remote units across 70 Intermediate Distribution Frames (IDFs), utilizing extensive conduit, coaxial cable (140,000 feet), and fiber optic cable (70,000 feet) to ensure robust wireless coverage. Through Continuous Wave testing, including inside aircraft, Boingo addressed unique coverage challenges, setting a new standard for airport DAS designs.

The Boingo solution at PDX extends beyond basic connectivity, prioritizing safety with an FM200 fire suppression system integrated with PDX's fire and life safety monitoring. This partnership reinforces PDX's reputation as a leading airport consistently recognized for excellence and shows that Boingo provides cutting-edge technology to enhance the airport experience for travelers and operators alike.



Significance for BUR: This project showcases our experience overcoming the challenges of DAS installation within a new construction environment, even amidst accelerated timelines and stringent safety protocols, ensuring comprehensive coverage from all three carriers and dependable high-speed service.

Louis Armstrong New Orleans International Airport (MSY)
New Orleans, LA

Performance Period: 2019 – Present

- Project began: November 2018
- Project completed: June 2019
- Maintenance and management: ongoing

Contact Name: Frank Ruiz

Title/Position: Manager of Automated Systems

Email Address: fruiz@flymsy.com

Phone Number: 504.329.7658

Street Address: 1 Terminal Dr, Kenner, LA
70062



Project Summary

Boingo designed, built, and launched a 5G-ready neutral-host network, including cellular DAS and Wi-Fi, that delivers a reliable, seamless, and secure connected experience for MSY passengers, concessionaires, and staff. The program's success stemmed from Boingo's ability to join the MSY construction and architect team early in the process, enabling the wireless networks to be incorporated into the overall construction and design plan. Building in parallel provided economies of scale, minimized disruption, ensured architectural design aesthetics, and kept opening day on schedule.



Significance for BUR: The MSY success demonstrates Boingo's expertise in collaborating with airports, carriers and stakeholders in the design and build of greenfield DAS deployments. This experience showcases our ability to deliver a fully operational, high-speed converged network—cellular DAS and Wi-Fi—in a new airport environment, a key requirement for the BUR RFP.

Intuit Dome
Inglewood, CA

Performance Period:

- Project began: July 2023
- Project completed: August 2024
- Maintenance and management: ongoing

Contact Name: George Hanna

Title/Position: Chief Technology and Digital Officer

Email Address: ghanna@clippers.com

Phone Number: 714.658.8734

Street Address: 3930 W. Century Blvd.,
Inglewood, CA 90303



Project Summary

Intuit Dome partnered with Boingo to deliver one of the most advanced and tech-forward fan experiences in sports and entertainment. Using a neutral host network that features a first-of-its-kind combination of 5G, private networks, and Wi-Fi 6/6E, Boingo designed and constructed the network in tandem with the arena build itself, ensuring optimal integration and coverage across every square foot. This purpose-driven infrastructure delivers a seamless, high-speed connection for fans, athletes, and staff, no matter where they are in the arena.

Key highlights for this project include:

- A 6 GHz Wi-Fi network with over 3,000 Access Points enabling a seamless connected fan experience and streamlined operations
- One of the largest private 5G networks in the country
- 5G coverage for all three Tier One carriers went live ahead of Intuit Dome's grand opening event on August 15, 2024

Notably, Intuit Dome's converged 5G network supports myriad cutting-edge technologies to include AI concession stands and checkout-free technology, mobile ticketing, automated parking, and interactive seat lighting and armrests that feature built-in controllers to communicate with the arena's massive 4K halo screen. The 5G and Wi-Fi also support thousands of cameras throughout Intuit Dome, enabling facial recognition, a parallel reality wall, and arena security for a truly safe and fan-centric experience.



Significance for BUR: The Intuit Dome project demonstrates Boingo's expertise in deploying cutting-edge, converged private 5G, cellular DAS, and Wi-Fi networks in a large, high-demand venue. This success highlights our ability to design and construct a high-capacity network, align with aesthetic parameters, meet challenging build timelines, and open with all three carriers on Day 1 in the LA market.

ADDITIONAL REFERENCES

John Wayne Airport (SNA) Santa Ana, CA

Performance Period: 2013 – Present

- Maintenance and management: ongoing

Contact Name: Will Bodgan

Title/Position: IT Manager

Email Address: wbogdan@ocair.com

Phone Number: 949.375.2514

Street Address: 18601 Airport Way, Santa Ana, CA 92707



Project Summary

Since 2013, Boingo has been SNA's exclusive provider of public Wi-Fi and neutral host DAS, implementing a series of network enhancements, including AP densification, Wi-Fi speed increases, splash page enhancements, and 5G upgrades. These improvements raised passenger satisfaction scores, placing SNA #1 on Ookla's 2022 fastest airport Wi-Fi report. In July 2023, Boingo and SNA executed a 10-year contract extension that included a new Wi-Fi 6 network that was launched in Summer 2024. During this new term, Boingo expanded Wi-Fi and DAS coverage to SNA's high-traffic areas, including CBP security checkpoints, rideshare pick-up, and parking areas.



Significance for BUR: Our work at SNA showcases Boingo's ability to provide upgrades post-contract award, including a Wi-Fi 6 upgrade to meet the airport's growing needs. The example is also testament to Boingo's focus on customer service and our ability to build and maintain strong relationships by listening to our airport partners, collaborating and working together to achieve the airport's goals.

Memphis International Airport (MEM)
Memphis, TN

Performance Period: 2010 – Present

- Phase I – Wi-Fi Launch: 2010
- Phase II – DAS Launch: 2014
- Phase III – Wi-Fi and DAS Expansions: 2017
- Phase IV – MEM Modernization Wi-Fi and DAS Expansion: 2020

Contact Name: David Ritter

Title/Position: Director of Information Technology

Email Address: dritter@flymemphis.com

Phone Number: 901.922.0107

Street Address: 2491 Winchester Rd, Memphis, TN 38116



Project Summary

Boingo and Memphis International Airport have been strategic partners since 2010, a collaboration that has steadily evolved through four distinct phases. It began with the successful launch of basic Wi-Fi service in 2010, offering essential connectivity for passengers during Phase I. Four years later, Phase II saw the introduction of a DAS, significantly improving network coverage and communication throughout the airport. The partnership continued its growth in 2017, with Phase III bringing expansions to the Wi-Fi and DAS networks, accommodating the ever-growing demands of tech-dependent travelers. This strategic journey culminated in Phase IV in 2020, the MEM Modernization project. Here, Boingo invested substantially in infrastructure and cutting-edge Passpoint technology, delivering high-capacity, secure connectivity for authorized mobile devices, solidifying their long-term commitment to enhancing the airport's technology landscape.



Significance for BUR: This long-standing partnership with Memphis International Airport demonstrates Boingo's ability to manage, operate, and maintain a cellular DAS and Wi-Fi network. The network has evolved through multiple phases over several years, showing our ability to expand and modernize a long-standing network.

4. PROJECT ORGANIZATION AND KEY PERSONNEL

Respondent shall provide an organization chart showing: (i) all names, titles, and roles of individuals who will be assigned to the provision of services; (ii) the Corporate Account Manager, (iii) each key person on the services team, (iv) the role each will play in the provision of services, and (v) a written assurance that the listed key individuals will be performing the responsibilities as assigned and will not be substituted with other personnel or reassigned to another service contract without the Authority's prior written approval.

BUR's Service Team

The proposed key services team below will serve as the main advocates for the Authority and its initiatives. The Authority's ambitious goals require a partner that is a technology leader and innovator who can bring the right people with first-hand experience to oversee connectivity at BUR. Additionally, Boingo confirms that the listed key individuals will be performing the responsibilities as assigned and will not be substituted without the the Authority's written approval. The proposed project team Boingo has selected for BUR are:

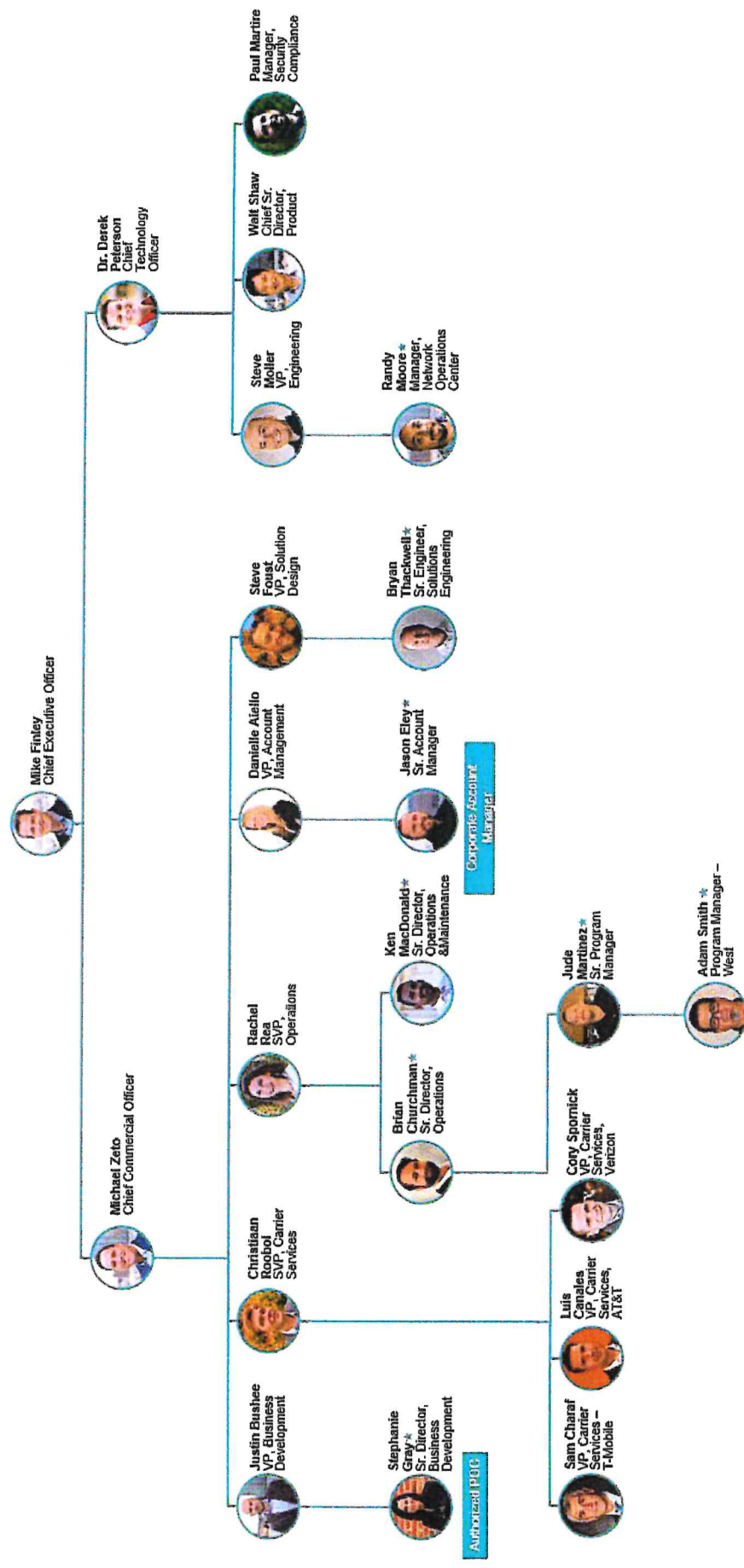
- Stephanie Gray, Senior Director of Business Development
- Bryan Thackwell, Senior RF Engineer
- Brian Churchman, Senior Director of Operations
- Adam Smith, Program Manager
- Jason Eley, Corporate Account Manager
- Randy Moore, Senior NOC Manager
- Ken MacDonald, Senior Director of Operations

Boingo's BUR service team organizational chart is below. The chart includes names, titles, and roles of individuals assigned to the provision of services, including Jason Eley, BUR's Corporate Account Manager. The following pages further detail each key member's role and duties.

Respondent shall provide resumes (limited to two pages per person) of all service team members and other key personnel anticipated to be assigned to the Authority, including any professional licenses and/or registration information, appropriate certifications, or other similar, pertinent credentials.

Following the organization chart are one-page resumes of all service team members and other key personnel.

★ BUR's Service Team





Michael J. Zeto III

EXECUTIVE SPONSOR

Chief Commercial Officer

Michael J. Zeto III is a seasoned technology executive and telecom operator with a successful track record of leading high-growth initiatives for Fortune 100 brands and emerging businesses. In his role as chief commercial officer (CCO) at Boingo Wireless, Michael leads all aspects of the company's global innovation and growth strategies. He is directly responsible for sales, carrier relationships, account management, operations, and end-to-end network designs, builds, and deployments across 5G, CBRS, Wi-Fi6/6E/7, IoT and private networks. Michael is focused on bringing the promise of 5G and digital transformation to large venues and enterprises worldwide, supporting Boingo's airport, stadium, commercial real estate, manufacturing, healthcare, and smart city partners.

Before Boingo, Michael was vice president of IoT solutions and founder and general manager for AT&T's smart cities and emerging IoT solutions. In this role, he led the business unit's strategy, product development, business development, and go-to-market plan. He was responsible for IoT-related smart cities, drones, FirstNet, and public-private partnerships. Michael previously served as AT&T's director of strategy in the mobile and business solutions organization, focused on emerging growth opportunities across IoT, big data, consumer engagement, and cloud technologies.

Before joining AT&T, Michael co-founded and served as CEO of Proximus Mobility, a location-based consumer engagement software company. His career also includes several general management, corporate development, and enterprise sales positions with leading technology companies.

Michael mentors and advises early-stage entrepreneurs throughout the U.S. and speaks at events to promote innovation, entrepreneurship, and intrapreneurship.



Justin Bushee

Vice President of Business Development

EXPERIENCE

As Vice President of Business Development, Justin is responsible for leading our Business Development team to anticipate and identify client needs, as well as delivering innovative solutions that exceed venue and customer expectations. Justin brings over 15 years of experience in the wireless industry leading various sales organizations at AT&T and Sprint.

EDUCATION AND TRAINING

Mount Saint Mary's University

MBA in Organizational Leadership

Georgetown University

Bachelor of Arts in Economics

PREVIOUS ROLES

Boingo Wireless, Inc.

- | | |
|--|----------------|
| • Vice President, Business Development | 2021 – Present |
| • Sr. Director, Business Development | 2020 – 2021 |
| • Director, Business Development | 2018 – 2020 |

Sprint

- | | |
|------------------------------|-------------|
| • Director, Enterprise Sales | 2017 – 2018 |
| • Corporate Sales Manager | 2015 – 2017 |

AT&T

- | | |
|--------------------------|-------------|
| • Global Account Manager | 2011 – 2015 |
| • Regional Sales Manager | 2006 – 2011 |

PROJECT EXPERIENCE

- Intuit Dome
- San Diego State University
- Dodgers Stadium
- Citi Field
- Phoenix Sky Harbor International Airport
- Louis Armstrong New Orleans International Airport
- Penn Station
- Rock Center



Stephanie Gray

Senior Director of Business Development

EXPERIENCE

Stephanie leverages over 12 years of experience working in the wireless industry and brings a comprehensive background from all major facets of the wireless ecosystem. Throughout her career, she has successfully developed strategic national relationships with large public venues having negotiated over 70 DAS agreements with owners across the transportation, commercial real estate, hospitality, retail, sports and entertainment, higher education, and healthcare verticals.

EDUCATION AND TRAINING

John Cabot University

Bachelor of Arts in International Affairs

PREVIOUS ROLES

Boingo Wireless, Inc.

- Sr. Director, Business Development 2022 – Present

Airwavz Solutions, Inc.

- Vice President Marketing & Communications 2019 – 2022

Mobilitie

- Sr. Director Wireless Coverage Solutions 2013 – 2019

PROJECT EXPERIENCE

- Las Vegas Convention Center
- BMO Stadium
- City National Plaza
- USC (Student Section Wi-Fi)
- Venetian Resort
- Bay Area Rapid Transit (BART)
- Camping World Stadium (DAS + Wi-Fi)
- Sound Transit
- Tacoma Dome (DAS + Wi-Fi)
- Greater Tacoma Convention and Trade Center (DAS + Wi-Fi)



Jason Eley

Senior Account Manager

EXPERIENCE

Jason is a telecommunication professional with over a decade of experience specializing in airport Wi-Fi solutions. Over the past seven years, he has managed Boingo's airport accounts, focusing on optimizing connectivity. Jason actively contributes to crucial technology projects in airports, including Passpoint migrations and tenant service enhancements. Additionally, Jason is committed to mentoring future professionals, previously involved in UCLA's tech industry mentorship program.

EDUCATION AND TRAINING

The University of Georgia

Bachelor of Business Administration in Finance

PREVIOUS ROLES

Boingo Wireless, Inc.

- Senior Account Manager 2020 – Present
- Account Management, Operations Manager 2017 – 2020

DirecTV/AT&T/VXI

- Coordinator/team lead 2015 – 2017

PROJECT EXPERIENCE

- 6+ years of oversight of all tenant connections across the Boingo footprint
- Subject matter expert (SME): Airport Wi-Fi, Passpoint protocols, tenant service implementation and commissioning
- Oversight of Boingo venues in Southern California, including Dodger Stadium, Intuit Dome (under construction), Hollywood Bowl, and John Wayne Airport



Bryan Thackwell

Senior RF Engineer

EXPERIENCE

Bryan has 30 years of telecom experience, including 14 years of designing and deploying in-building neutral host systems and four years of private wireless network experience. As the lead system architect for Boingo's wireless infrastructure, Bryan creates network designs from concept to final phases while providing engineering support during launch, testing, proof of concept (POC), and pilot phases. As a U.S. Army Veteran, Bryan holds numerous decorations and certifications, including a Department of Defense Top Secret Security Clearance, three Army Commendation Medals, five Army Achievement Medals, an Expeditionary Service Medal, and a Humanitarian Service Medal.

EDUCATION AND TRAINING

DeVry University

UMTS Engineering Courses – 2008

PREVIOUS ROLES

Boingo Wireless, Inc.

- Senior RF Engineer 2022 – Present

Pierson Wireless

- Director Advance Solutions & Development 2021 – 2022

Crown Castle

- RF Engineer 2017 – 2020

Repeated Signal Solutions

- Process Development Mgr/Sr. RF Engineer 2011 – 2017

T-Mobile

- Senior RF Engineer 2008 – 2011

PROJECT CERTIFICATIONS

- Dale Carnegie Management Course 2017
- iBwave Level 3 Certified 2016
- DAS Commissioning Certifications (multiple platforms)
- Ericsson UMTS Radio Access Network courses 2010
- 3G/EVDO Engineering Course 2005
- EVDO Optimization Course
- RF CDMA Engineering Course 2001



Brian Churchman

Senior Director of Operations

EXPERIENCE

Brian will continue to manage the design and construction phases of the BUR project and future upgrades and expansions. Before Boingo, Brian worked as Vinculums's project manager, arranging transport for AT&T special events. For Raytheon, he was the RF communications lead at the South Pole. Brian also worked for Sprint/Nextel, where he was responsible for the performance of first Detroit and then San Francisco Sprint and Nextel cellular networks. His experience spans all project phases: initial venue engagement to planning, installation, closeout, and ongoing optimization and maintenance. Brian is a United States Air Force decorated veteran.

EDUCATION AND TRAINING

US Air Force

Satellite Communications Technician Course

PREVIOUS ROLES

Boingo Wireless, Inc.

- Senior Director 2014 – Present

Princess Cruises

- Systems Administrator 2010

PROJECT EXPERIENCE

- John Wayne Airport
- Gonzaga University
- F5 Tower in Seattle
- Spokane Veterans Memorial Arena
- Angel of the Winds Arena
- Portland International Airport
- Salesforce Transit Center
- All five major airports in Hawaii
- Vivint Smart Home Arena
- University of Arizona



Adam Smith

Program Manager – West

EXPERIENCE

Adam manages all designated projects and their associated budgets and schedules, including coordinating all deliverables and requirements of the cross-functional project team that comprises internal and external customers. His experience includes managing network installations and deployment at Phoenix International Airport, Intuit Dome, University of Arizona McKale Center, Bell Bank/Legacy Sports Park, Gila River Resorts and Casino, and the private wireless network for Costco locations nationwide. Adam has served the wireless industry since 1999, working with leading OEM Ericsson as senior Construction Manager and Alcatel/Lucent as Construction Manager. He also partnered with the AT&T Wireless affiliate, Cricket Communications, to roll out their initial personal communications service (PCS) networks in Denver, CO.

EDUCATION AND TRAINING

Villanueva University

Project Management

CERTIFICATIONS

OSHA 30

PREVIOUS ROLES

Boingo Wireless, Inc.

- Program Manager 2021 – Present

Phoenix Tower International

- Regional Operations Manager-West Region 2021

InSite Wireless Group, LLC

- Tower Operations Manager – West Region 2020 – 2021

Crown Castle

- Maintenance Process Supervisor 2013 – 2020

PROJECT EXPERIENCE

- Los Angeles International Airport
- Phoenix International Airport
- Intuit Dome (current PM)
- University of Arizona McKale Center
- Bell Bank/Legacy Sports Park
- Isleta Amphitheater
- Gila River Resorts and Casino
- Costco (nationwide deployment)



Walt Shaw

Senior Director of Product

EXPERIENCE

Walt manages the converged network solution for Boingo, overseeing the product development, delivery, and technology roadmap for public/private cellular, Wi-Fi, and IoT. Before Boingo, Walt managed the \$1B+ Wi-Fi LAN access point portfolio while leading Cisco's Private 5G product strategy for over ten years. Walt has been intimately involved in prior wireless network deployments and use case developments at various high-impact consumer facing venues, such as Apple, Amazon, and Westfield retail stores and many leading airports, transportation hubs, and hospitality properties worldwide.

EDUCATION AND TRAINING

Santa Clara University

Master of Business Administration

Bachelor of Science in Electrical Engineering and Computer Science

PREVIOUS ROLES

Boingo Wireless, Inc.

- Senior Director of Product 2021 – Present

Stealth Startup

- Product Consultant 2020

Cisco

- Director of Product Management 2014 – 2019
- Senior Product Line Manager 2012 – 2014
- Product Line Manager 2007 – 2012
- Senior RF Engineer 2008 – 2011

Juniper Networks

- Senior Product Manager 2005 – 2007



Paul Martire

Manager of Security Compliance

EXPERIENCE

Paul leads the cybersecurity program at Boingo, overseeing governance, risk, compliance (GRC), and security operation activities to mitigate risks and meet compliance requirements. Paul has over 20 years of experience in cybersecurity program governance, risk management, compliance assessment, vendor security risk management, security awareness, and data center IT infrastructure management.

PREVIOUS ROLES

Boingo Wireless, Inc.

- Manager, Security compliance 2024 – Present
- Service Manager 2022 – 2024

Mediacom Communications

- Network Security Engineer – GRC 2016 – 2022

KPMG

- Associate Director 2002 – 2016

Alamo EMS

- Systems Manager 1994 – 2002

CERTIFICATIONS

- PCI ISA – 2018
- ISC2 CISSP – 2016



Ken MacDonald

Sr. Director of Operations & Maintenance

EXPERIENCE

Ken oversees Boingo's corporate Operations and Maintenance department. In this role, Ken works with the regional Operations team to support Boingo processes, training, break-fix finances, and meeting network performance meets Standard Level Agreements. Ken has over 10 years of telecommunication experience.

PREVIOUS ROLES

Boingo Wireless, Inc.

- Sr. Director, Operations & Maintenance 2022 – Present
- Director, Operations & Maintenance 2020 – 2022
- Director, Integration & Operations 2018 – 2020
- Sr. Field Operations Manager 2016 – 2018

Samsung Telecommunications America

- Project Manager 2012 – 2016

Ericsson/Clearwire

- Field Engineer 2009 – 2012



Randy Moore

Sr. Network Operations Manager

EXPERIENCE

Randy will oversee the team responsible for providing 24x7x365 network monitoring, maintenance, and ongoing operations to ensure optimal uptime and operational efficiency. Randy has over 20 years of experience in network and IT operations and service at EarthLink, Charter Communications, and The Marines.

PREVIOUS ROLES

Boingo Wireless, Inc.

- Sr. Network Operations Center Manager 2023 – Present
- Network Operations Supervisor 2022 – 2023
- Sr. Network Operations Center Analyst 2010 – 2022

Charter Communications

- HSD Specialist 2001 – 2006

5. PROPOSED APPROACH

Describe the services and activities that your firm proposes to provide the Authority. Include the following information:

a. Describe your firm's proposed approach to services and activities described in Exhibit A and Exhibit B. Include information on the overall service tasks to demonstrate your understanding of the Authority's Cellular DAS and Public Wi-Fi needs.

We have included a brief overview below confirming our abilities to meet and exceed the detailed requirements related to a Cellular DAS and Public Wi-Fi system deployment in Exhibits A and B.

ADDRESSING EXHIBIT A: CELLULAR DAS

As BUR is currently undergoing a construction and modernization phase, Boingo possesses real-world experience building networks from the ground up while working in tandem with construction crews onsite. Our project history at various airports reflects the ability to provide high-quality, scalable, and reliable cellular coverage as required in the Exhibit A documents. Specifically, Boingo's past projects show we can deliver:

Design

Boingo understands the critical design requirements for a robust DAS and Wi-Fi solution at BUR. Our award-winning in-house design and engineering team has developed a comprehensive solution encompassing all necessary equipment and components for a converged network. This includes detailed considerations for space requirements within the designated Cellular DAS room, accompanied by drawings illustrating optimal antenna placement. Utilizing ***iBwave** for heat mapping and validation, our design accounts for forecasted user density and data traffic, ensuring increased capacity during peak seasons like the upcoming Super Bowl. The modular design allows for future scalability and expansion into new bands without requiring a complete system overhaul, minimizing costs and upgrade time. Furthermore, Boingo leverages its unique experience in the retail consumer space, with decades of adhering to strict U.S. and California data privacy laws to protect private personal information (PPI), a commitment further solidified by our Fortress Cybersecurity Award.

iBwave link access has been provided to Lana Aguilera. If the Authority requires additional users, please contact **Stephanie Gray.*

Cellular DAS Coordination

As seen on previous projects, Boingo holds weekly and monthly sessions with DBs, carriers, and venue stakeholders. These routine meetings align all parties on project objectives, milestones, and goals, emphasizing steps to meet construction timelines and removing barriers from doing so. More coordination efforts are detailed in the **Project Implementation Plan**. Additionally, Boingo meets with current venue clients and discusses how to upgrade current systems and plan for future technological advancements. Boingo's Sr. Director of Product, Walt Shaw, can meet with the Authority to prepare a one-year technology roadmap. For more information regarding Walt Shaw, view his resume in **Section 4: Project Organization and Key Personnel**.

Construction

Our installation resources include an extensive list of Boingo-qualified local and regional local electrical and low voltage contractors. These top local systems integrators, design houses, architectural and engineering firms, and installation and support contractors help to ensure a

successful installation. Additionally, please see the **Detailed Parts List** for a breakdown of all materials required for this project.

Installation

Boingo confirms our capability to provide, install, and configure all equipment and software as specified in Exhibit A. Our extensive experience with prominent venues in Los Angeles and Southern California ensures our familiarity with and adherence to all applicable codes, ordinances, and regulations. Furthermore, we commit to a clean and organized installation process at every venue and strive to minimize any potential damage to existing infrastructure. Our design also includes enhanced Wi-Fi coverage for the garage.

Implementation

Boingo’s project implementation plan details our processes regarding listed items such as labeling, relocations, and testing of all cables. Aligning with BUR’s Passive Intermodulation Testing, Boingo utilizes Passive Intermodulation (PIM) rated components and shielded cabling to prevent interference with physically adjacent systems. Careful consideration is taken during installation to be sure coaxial cables are clear of any other public safety cables in common cable trays or conduit paths. All cabling and jumpers are checked to be sure dissimilar metals are not used and that all metals are corrosion resistant to prevent PIM on aging cable structures. Adequate sealing and weather proofing of connections is also a quality assurance check for PIM prevention.

Performance Testing

Our Test Plan Methodology, detailed below, is a comprehensive network test program which can be customized to include all requirements listed in Exhibit A. Additionally, Boingo confirms we will submit any test plans to the Authority and carriers for inspection and approval. As seen throughout our portfolio of venues, Boingo undergoes a detailed test plan methodology and works with the carriers for any specific testing. Boingo confirms that all testing will be done in the operation and maintenance phase. Please see below for a detailed description of Boingo’s test plan methodology.

TEST PLAN METHODOLOGY			
TYPE	WIRELESS	WIRED / NETWORK	SECURITY
Pre-Work Surveys	Identify existing RSSI, SNR, sources of interference, and current network speeds.	- Review existing network design. - Review network makeup (make/model/software version). - Review network usage trends. - Review network upgrade plan against the current network.	- Review current network security practices. - Review data from the existing SOC/NOC Security monitoring.



TEST PLAN METHODOLOGY			
Phase 1 Upgrade	• Post site survey. • Install aps to facilitate better RF coverage and performance. • Tune RF (where applicable) to provide the best coverage possible for the existing RF environment.	• Update network equipment to provide up to date bugfix/security coverage. • Configure network equipment to operate in the current network.	• Transfer existing firewall policies to net NGFW platform. • Review security policies with stakeholders and make suggestions to the current policies to adhere to industry best practices.
Phase 1 Test / Validation	• Team will validate: • RF coverage • Application performance • Network speeds • Jitter/latency • Post validation QA team will provide documentation and reports for the network performance. • Any issues identified by QA team will be addressed prior to network certification.	• Same as wireless test / validation process.	• Network team will validate NGFW policies to verify they meet the industry best practices and stakeholder requirements.

Operation & Maintenance

Boingo guarantees 99.9% network availability uptime through a proactive and comprehensive network operations center (NOC) equipped with both commercial and in-house tools. This advanced system provides real-time control and visibility, verifying device status and service quality from the customer all the way to the internet or cellular network. This enables the NOC to not only monitor network status and device functionality, but also collect, warehouse, and analyze extensive data for both scheduled and on-demand performance reviews, ensuring strict adherence to Service Level Agreements (SLAs).

Crucially, our system aggregates all detected outages, defects, degradations, and threats into a unified event management interface, triggering a rigorous workflow encompassing verification, impact assessment, severity assignment, communication, diagnostics, and swift dispatch of fix agents. This proactive monitoring drastically reduces restoration times compared to traditional methods that only assess network performance at a more aggregated level. Moreover, event status and resolution are meticulously tracked in a ticketing system with customized update and escalation schedules, guaranteeing timely communication and resolution during critical service-impacting events. For more information, please see our **DAS and Wi-Fi Maintenance Plan**,

which includes our comprehensive preventative maintenance plan, corrective action plan, and performance and usage reports.

Below is an example severity matrix, which can be personalized according to BUR's needs.

SLA - SEVERITY MATRIX		
Severity	Impact	SLA*
Priority 1	70-100% service outage	Notify: 20 Mins
		Resolve: 4 Hrs
Priority 2	30-69% service outage or severe degradation	Notify: 20 Mins
		Resolve: 6 Hrs
Priority 3	5-29% service outage or minor degradation	Notify: 1 Hr
		Resolve: 24 Hrs
Priority 4	<5% service outage and non-service-impacting alerts	Notify: 1 Hr
		Resolve: 3 Days

*Calculated as the meantime over one calendar month.

Boingo's NOC is strategically located across our Los Angeles and Frisco offices. Our dedicated team specializes in turnkey solutions that monitor, manage, and maintain the network in real-time using industry-standard systems. The Escalation Matrix and Notification Types table below details Boingo's process of mobilizing staff members to support incidents at BUR.

NOC ESCALATION MATRIX		
Tier 1 – Network Operations Support (NOC)	Boingo NOC	noc@boingo.com 877-726-4646 Hours: 24/7
Tier 2 – Sr. Manager, NOC	Randy Moore	rmoore@boingo.com (310) 405-8520 Hours: 24/7
Tier 3 – VP, Network Operations	Steve Moller	smoller@boingo.com (310) 309-5903 Hours: 24/7

Additionally, Boingo uses a strict Change Management policy, regardless of whether the change has any customer impact. Any time a system is modified, a change ticket must be opened and approved before completing any activity. A Change Management call occurs every day at noon, during which each change is reviewed by the person implementing the change. Emergency changes can be completed as needed without prior approval and are reviewed the following day on the change management call before the ticket is closed. Once approved, the change will occur as scheduled, and the ticket will be closed. Detailed reporting of changes can then be tracked and used to identify common issues or evaluate forensic systems.

Change Ticket Example

The screenshot displays a 'Change Management' ticket interface for ticket ID CHG-328272. At the top, there is a navigation bar with options: Edit, Add comment, Assign, Log Time, Add Expense, Plan Time, and More. The main content area is divided into several sections:

- Details:** Type: CHG - Minor; Priority: Normal; Status: CERTIFIED; Resolution: Done; Fix Version/s: None. Other fields include Affects Version/s: None, Component/s: None, Labels: None, Location Region: South, Location: None, and Change Category: DAS - Activation/Deactivation - Carrier - Minor.
- Description:** None.
- Attachments:** A section with a 'Drop files to attach or browse' prompt.
- Sub-Tasks:** A list of tasks, with one task '1. Task' marked as 'COMPLETED' by 'James McLean'.
- Tempo:** A section with a message: 'THERE ARE NO ACTIVITIES FOR YOU TO SEE FOR THIS ISSUE. You have not recorded any activity on this issue.' It includes buttons for 'Log Time', 'Plan Time', and 'Add Expense'.
- Structure:** A section with a gear icon and a link to 'Your Ji'.
- Activity:** A section with tabs for All, Comments, Work Log, History, Activity, Source, and Reviews. A comment is visible: 'Dev Server added a comment - 16/Feb/23 2:16 PM' with the text 'Approved by: Daniel Wojciechowski'.

On the right side, there is a sidebar with sections: People (Assignee, Reporter, Voter, Watchers), Dates (Created, Updated, Resolved), Time Tracking (Estimated, Remaining, Logged, Include sub-t), Collaborators, Development (Create branch), Agile (View on Board), and PagerDuty (Login with PagerDuty).

ADDRESSING EXHIBIT B: PUBLIC WI-FI

Boingo's expertise in deploying and managing public Wi-Fi networks at airports and other venues indicates a strong capacity to meet the requirements of Exhibit B. We acknowledge the requirements set forth in Exhibit B, and will provide the Authority with:

Design

Boingo will leverage our expertise in building and managing robust, revenue-generating, and compliant Wi-Fi networks. Our solution ensures seamless roaming, providing passengers with uninterrupted connectivity as they navigate the airport. We will utilize our experience in commercial Wi-Fi deployments to maximize revenue generation through strategic advertising and partnerships, including monetized splash pages and potential cellular offload on the Wi-Fi network. Furthermore, Boingo's infrastructure will incorporate multi-band support, encompassing

the latest Wi-Fi standards such as 2.4 GHz, 5 GHz, and 6 GHz along with Bluetooth 5 (BLE5) capabilities. Above all, Boingo remains committed to regulatory compliance, adhering to all applicable policies and regulations set forth by the FCC, the State of California, and the City of Burbank.

Construction

Boingo’s previous experience details our success in performing all associated tasks, including coordination with DB contractor requirements, at other projects similar to the new construction and modernization at BUR. For further information, see the proposed **Implementation Plan**.

Installation

We are experts at installing, testing, and commissioning high-capacity public Wi-Fi systems. Boingo will submit all design details, including physical locations of all devices in AutoCAD, to the Authority for approval prior to commencement. Additionally, we have provided the Authority a detailed **Parts List**, featuring all system components. Boingo also agrees to work with the Authority to upgrade APs every five years, or as needed.

Operations and Maintenance

Boingo prioritizes security with advanced measures like WPA2 Enterprise, WPA3, and 802.1X authentication. We maintain consistent Wi-Fi performance through a comprehensive network monitoring plan and offer 24/7 user support to ensure high satisfaction. For more information, please see our **DAS and Wi-Fi Maintenance Plan**.

Testing

Boingo is committed to providing quality networks for our partners. As part of this commitment, we conduct comprehensive interference testing and analysis to protect Public Safety frequencies used by operational personnel, concession staff, and security from interference. When a commercial carrier proposes collocating its wireless system in the same structure as a Public Safety system, several interference scenarios exist to evaluate. To determine if interference is anticipated, Boingo will conduct an Intermodulation Analysis. This study will assess the following sources of interference:

- Transmitter Noise; Receiver Desensitization.
- Transmitter Inter-modulation; Receiver Inter-modulation.
- Transmitter Spurious Radiation; Receiver Spurious Radiation.
- Co-Channel Interference; Adjacent-Channel Interference.
- Any other additional tests required by the Authority, including FAT and UAT.

Additionally, Boingo’s dedicated quality assurance team ensures the quality of all work and will use the testing objectives and strategies below to provide a seamless connection for all network users. Boingo also confirms that our staff have at least three years of hands-on experience and official training with the proposed technology.

BOINGO QUALITY ASSURANCE TESTING STRATEGY OVERVIEW		
ITEM	TESTING OBJECTIVE	TESTING STRATEGY



Network Coverage	• Coverage throughout required service areas in the scope of work.	• Boingo QA and Operations teams conduct site survey walks, using specialized tools to verify that our wireless networks provide adequate coverage throughout all areas within scope.
Network Quality	• Performance for each venue's service type. • User experience for each unique service type.	• Leverage our quality assurance test plans that assess the user experience. • QA team measures network speed (signal strength, upload/download speed, latency, and other network aspects) from user perspective.
Service Availability & Monitoring	• 24x7x365 service availability. • 24x7x365 monitoring and uptime per specified SLAs.	• QA and Network Operations Center (NOC) teams use data generated via our systems (log files) and production systems. (traps/alerts) to validate that all areas within our networks are performing at optimal levels and available for our end users.
End User Access and Authentication	• In-venue user onboarding and authentication for service type. • Lab testing to replicate in-venue user experience.	• QA tests that end users can get online through various methods, including via: – Connection Portal – Passpoint – MAC Authentication – Boingo's Wi-Finder App • QA team conducts in-venue testing with various tools to: – Track test cases and defects (bugs). – Confirm the performance of Boingo systems (software, hardware, networks). • For diagnoses and fixes, we can extend any venue's physical network into our state-of-the-art lab to mimic real production issues. – Our state-of-the-art lab examines different access points (APs), RF chambers, various devices (laptops, tablets, mobile phones) and QA team-specific systems for testing pre-production code. • QA team uses various trailblazing tools (Ekahau, iBwave Scanners, Spirent Load Test Generation Tool, nPerf, Speedtest, etc.) to measure different network/RF characteristics. • QA team utilizes in-house and commercial automation tools (SILK, Selenium, Epitiro, Visualware, etc.) to automate test execution and monitor venue networks.

Documentation

To document progress and stay on schedule, Boingo will conduct regular project status meetings with the Authority and the wireless carriers. Boingo will facilitate project documentation and status

reports. Reports will outline project progress with the percentage of tasks and subtasks completed, major milestones, issues, proposed mitigation, scheduled changes, and/or any other related information for the Authority and wireless carriers to assess the status of the project adequately. Documentation will be maintained on site in paper and electronic format to include but not limited to:

- As-Built Documents, APs and Associated Components Settings and Configuration, and wireless system diagrams
- Drawings and pictures depicting the location of each wireless device
- Operations and Maintenance and Equipment Manuals
- Maintenance Schedule, Preventative Maintenance Records, and Repair Records
- Maintenance Company Contact Information
- Troubleshooting Guide
- Product Data and Manufacturer Cut-Sheets
- Warranty Information and Contact
- Manufacturer's Product and Installation Certificate
- Logs of field test data (permanent users, troubleshooting, replacement, expansion, and replacements)
- Labeling Scheme
- Spare Parts List

Spares

Boingo provides a spare management plan for all venues. The Boingo Operations team will work to have 5%-10% spares available for BUR. Critical components are preferably stored at the venue. If not, the local Field Engineer or subcontractor will hold on to it. At the same time, non-critical parts that are needed regularly will be kept regionally at a warehouse or with a subcontractor. All other parts are held centrally at a warehouse where the team can "order" gear via overnight shipping.

Software and Licenses

Boingo confirms to provide the Authority with all manufacturer-released, developer-released, proprietary, and non-proprietary software and firmware upgrades and respective licenses for wireless systems, at no additional costs. Also, detailed in the following sections for the Authority, Boingo has included our upgrade methodology to ensure that the system remains up to date with all software upgrades.

Warranty

Boingo confirms that the warranty for the Wi-Fi solution will begin once it has been accepted at BUR. We will provide electronic copies of all warranties and system documents. Additional warranty information is detailed in sections below.

b. Detail the allocation of tasks within the Respondent's team and describe the involvement of Authority staff in the process.

CORE SERVICE TEAM



POINT OF CONTACT FOR THE AUTHORITY

Stephanie Gray, Sr. Director of Business Development

Stephanie leverages over 12 years of experience working in the wireless industry and brings a comprehensive background from all major facets of the wireless ecosystem, including her roles with Powerwave Technologies, BTI Wireless, RF Connect, Mobilitie, and Airwavz Solutions. She has successfully developed strategic national relationships with large public venues having negotiated over 70 agreements with owners across the commercial real estate, hospitality, transportation, retail, sports and entertainment, higher education, and healthcare verticals. Some of these venues include Las Vegas Convention Center, Dream Hotel, Palms Hotel and Casino, Venetian Resort, Ball Arena, Dick's Sporting Goods Park, Bay Area Rapid Transit (BART), Camping World Stadium, Soboba Hotel and Casino, BMO Stadium, City National Plaza, Sound Transit, and the Tacoma Dome. Stephanie received her B.A. in International Affairs from John Cabot University in Rome, Italy.

BUR Responsibilities

For BUR, Stephanie will be the cross-functional liaison during contract negotiations and lead discussions with Boingo's carrier team.



PROJECT MANAGER

Adam Smith, Program Manager – West

Adam manages all designated projects and their associated budgets and schedules, including coordinating all deliverables and requirements of the cross-functional project team that comprises internal and external customers. His experience includes managing network installations and deployment at Phoenix International Airport, Intuit Dome, University of Arizona McKale Center, Bell Bank/Legacy Sports Park, Gila River Resorts and Casino, and the private wireless network for Costco locations nationwide. Adam has served the wireless industry since 1999, working with leading OEM Ericsson as senior Construction Manager and Alcatel/Lucent as Construction Manager. He also partnered with the AT&T Wireless affiliate, Cricket Communications, to roll out their initial personal communications service (PCS) networks in Denver, CO.

BUR Responsibilities

Adam will serve as the dedicated Operations contact for the project, ensuring availability for core business hours. Adam will work on site.



CORPORATE ACCOUNT MANAGER

Jason Eley, Senior Account Manager

Jason is a telecommunication professional with over a decade of experience specializing in airport Wi-Fi solutions. Over the past seven years, he has managed Boingo's airport accounts, focusing on optimizing connectivity. Jason actively contributes to crucial technology projects at airports, including Passpoint migrations and tenant service enhancements.

BUR Responsibilities

Jason will act as the cross-functional liaison throughout the contract lifecycle.



Bryan Thackwell, Senior RF Engineer

Bryan will be the lead system architect for the solution. He will create network designs from the conception through final phases and provide engineering support during launch, testing, POC, and pilot phases.

BUR Responsibilities

For this project, Bryan will be the lead system engineer for the wireless infrastructure. He will create network designs from the conceptual through final phases and provide engineering support during launch and testing phases.



Brian Churchman, Senior Director of Operations

Brian is responsible for overseeing the execution of Boingo's DAS networks on the West Coast and is a crucial touchpoint for our partners. He plays a major role in the deployments at Gonzaga University, F5 Tower/The Mark, Spokane Veterans Memorial Arena, Xfinity Arena, Salesforce Transit Center, and Delta Center. Prior to joining Boingo, Brian worked as a Project Manager at Vinculums where he served as the single point of contact arranging transport for AT&T Special Events COWs (Cell Sites on Wheels). His experience spans all project phases from site walks to planning to install. He also worked at Sprint as an RF Tech II where he was responsible for the performance of San Francisco Sprint and Nextel cellular networks.

BUR Responsibilities

Brian will manage the design and construction phases of the project and future upgrades and expansions.



Ken MacDonald, Sr. Director of Operations and Maintenance

Based out of Los Angeles, Ken is the Senior Director of Operations & Maintenance and oversees the day-to-day activities at Boingo's live venues. With a team of Boingo Field Engineers and Operations Managers, they manage DAS, Wi-Fi, CBRS, and Small Cell networks across the country at large commercial venues like SNA, LAX, HNL, PDX, ORD, Soldier Field, World Trade Center, and University of Arizona. Ken takes a proactive approach to managing networks and systems, getting ahead of issues or preventing them altogether.

BUR Responsibilities

Ken will oversee corporate Operations and Maintenance. Ken works with the regional Operations team to support Boingo processes, training, and break-fix finances while ensuring network performance meets SLAs.



Paul Martire, Manager of Security Compliance

Paul leads the cybersecurity program at Boingo, overseeing governance, risk, compliance (GRC), and security operation activities to mitigate risks and meet compliance requirements.

BUR Responsibilities

Paul will verify BUR and Boingo security risks are mitigated and that compliance requirements are met.



Walt Shaw, Senior Director of Product

Walt manages the converged network solution for Boingo, overseeing the product development, delivery, and technology roadmap for public/private cellular, Wi-Fi, and IoT.

BUR Responsibilities

Walt will work with the Authority to provide a technology roadmap for the public/private cellular and Wi-Fi system in addition to ideating innovative use cases on both networks.



Randy Moore, Senior NOC Manager

Randy has over 13 years of experience operating within Boingo's 24/7/365 NOC and Service Desk center. Randy and his team will support the Owner by providing 24/7/365 remote monitoring and support of the Airport's network, adeptly and quickly resolving any issues that may arise. Currently, he oversees Boingo's incident management, change and release management, and service management for venues around the globe.

BUR Responsibilities

Randy will oversee the team responsible for providing 24/7/365 network monitoring, maintenance, and ongoing operations.

EXECUTIVE SUPPORT

EXECUTIVE SPONSOR

Michael Zeto, Chief Commercial Officer

Michael is an established industry thought leader, recognized for driving innovation and growth and receiving multiple recognitions and awards. He mentors and advises early-stage entrepreneurs throughout the U.S. and speaks at events to promote innovation, entrepreneurship, and intrapreneurship.



Justin Bushee, Vice President of Business Development

Justin leads our Business Development team, anticipating and identifying client needs, as well as delivering innovative solutions that exceed venue and customer expectations. Justin brings over 15 years of experience in the wireless industry leading various sales organizations at AT&T and Sprint.



Rachel Rea, Senior Vice President of Operations

Rachel builds and operates wireless networks throughout the Northeast and is a recognized technology leader known for creating a strategic vision with a practical and efficient execution to achieve business goals. With over 20 years in the wireless industry, she has managed Business Development, Sales, RF Engineering, Project Implementation, PMO, Budget and Asset Management, Product Innovation, Operations, Real Estate, and Contract Management. Before Boingo, Rachel held national leadership roles with an OEM and a wireless operator. She also currently owns a Certified Women Owned Business. Her industry knowledge and experience, along with her vast network, enables her to creatively design, build, and operate venue-specific neutral-host wireless networks.



Christiaan Roobol, Senior Vice President of Carrier Services

Through executive-level relationships, Christiaan implements strategic partnership programs, bulk transactions, and master license agreements and oversees contract negotiations for network integration. With over 20 years of wireless infrastructure development and operations experience, Christiaan empowers his team is meeting or exceeding Boingo's standards to facilitate building the most advanced wireless networks for our customers. Originating in Research and Development, he is the author of 10 publications in international scientific journals and holder of 10 patents in the wireless industry.

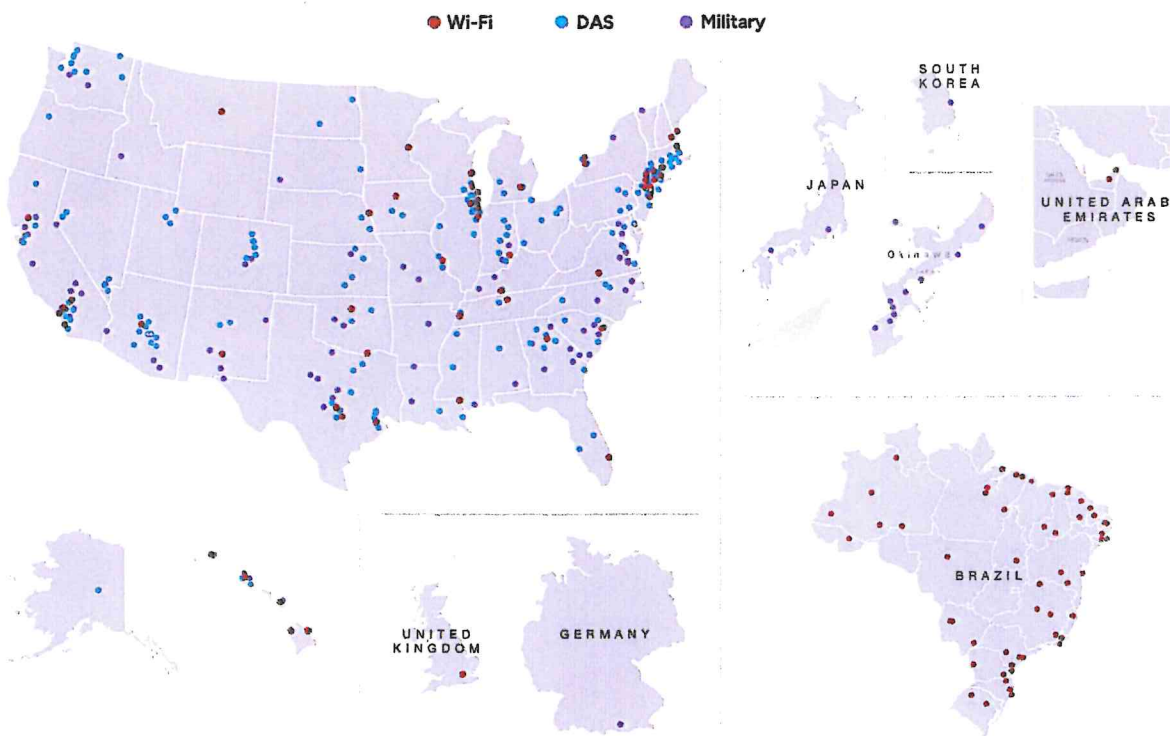


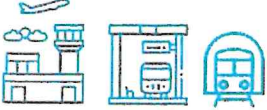
c. Describe any other asset, expertise, experience, data, or technology that provides your firm with a competitive edge or advantage. If you believe that your firm's approach to providing the described services is different or more effective than other firms providing the same services, describe those differences in methodology, staff roles and responsibilities, and documentation processes as applicable.

Boingo simplifies complex wireless challenges to connect people, businesses, and things. A wireless leader for nearly 25 years, Boingo designs, builds, and manages converged, neutral host public and private networks at major venues around the world. Our vast footprint of distributed antenna systems, Wi-Fi, small cells, and macro towers securely powers innovation and connectivity in airports, transit stations, stadiums, military bases, hospitals, commercial properties, and enterprises is unmatched. We are passionate about being the **best** and **elevating world-class customer experience** for our passengers. This is foundational to every Boingo employee, and we believe this is what sets Boingo apart. When you partner with Boingo, this is our commitment to you:

Best in class Neutral-host DAS & Wi-Fi Networks

Boingo is a national leader in the neutral-host DAS model and is known worldwide for fast, free, secure Wi-Fi. We are experts in implementing DAS, private networks, and Wi-Fi services in complex, large-scale, densely populated venues like BUR. We have deployed networks in over 100 airports globally, and as seen in the map below, our expertise extends beyond transportation hubs.

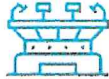




120+
**Air and
transportation venues**



100+
**Military
bases**



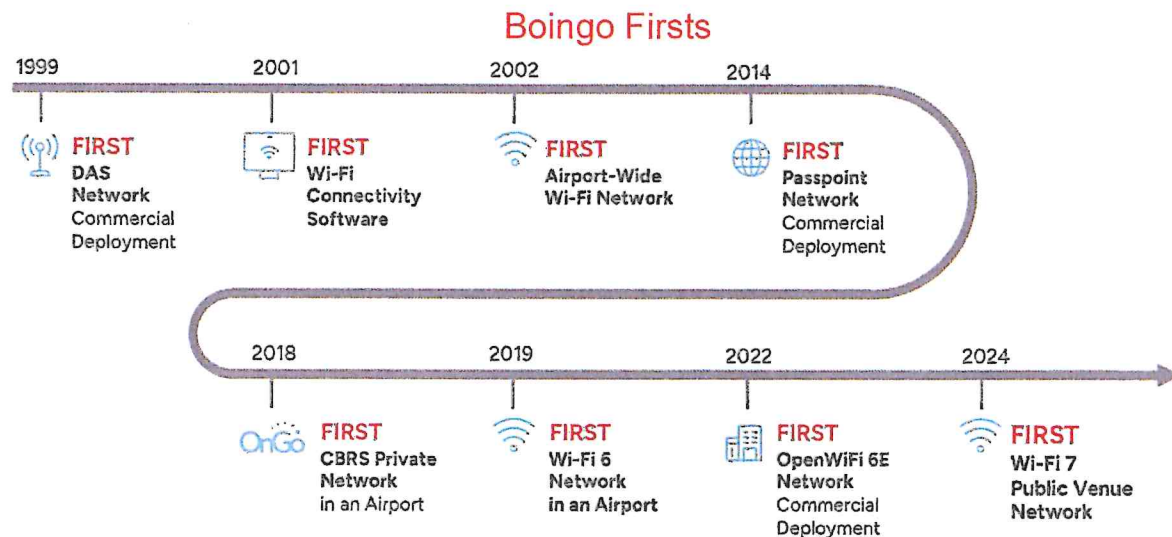
70+
**Major sports and
entertainment venues**

Ongoing Network Upgrades

As technology evolves, passenger expectations increase. And as BUR's infrastructure is poised for reconstruction and modernization, Boingo is ready to respond with little to no downtime. We are pleased to share dozens of examples of expansions and renovations demonstrating our ability to deliver on this promise.

Continuous Innovation

We believe the more we innovate, the better we can help our partners solve the challenges they face. We regularly test and showcase new wireless use cases across industries at [the Boingo Innovation Center](#), effectively shaping the future of wireless connectivity. Additionally, our team serves in leadership positions on industry standards groups, including CTIA, Wireless Broadband Alliance, Wi-Fi Alliance, OnGo (CBRS Alliance), and the Telecom Infra Project.



Federal-grade Security Standards

In addition to serving as the wireless network provider to major airports, we proudly serve the Department of Defense and U.S. military bases. Boingo is trusted to prioritize stringent security parameters for its networks. We meet federal-grade standards and adhere closely to NIST and ISO 27001 cybersecurity frameworks.

Elevated Customer Experience

It isn't enough to say that we are the largest operator of airport DAS, Wi-Fi, and private networks in the U.S., At Boingo, we prioritize quality over quantity and design wireless networks that place passenger experience front and center. Boingo's network deployment and management expertise is validated by recognized and revered industry groups, rating agencies, and surveys. A few accolades and honors include:

- **2024 WBA Industry Award Best Customer Experience:** Transforming the Customer Experience at Grand Central Madison
- **2024 Leading Lights for Driving Digital Transformation:** Modernizing the MTA's Atlantic Branch with Next Generation 5G & Wi-Fi
- **J.D. Power 2024 North American Airport Satisfaction Study:** Connectivity provider for the top four mega airports ranked highest in customer satisfaction
- **2023 Airport Service Quality Award (ASQ) for Best Airport:** LaGuardia Airport
- **2023 ACI North American Airport Traffic Report:** Connectivity provider to half of the top 50 busiest airports
- **2023 Best Wi-Fi Network Operator:** Wireless Broadband Alliance Awards
- **Skytrax 5 Stars:** Connectivity provider to two of the three North American airport terminals awarded
- **12-time Best Wi-Fi Service Winner:** Global Traveler annual survey
- **Winner:** Aviation Pros' Project of the Year for LaGuardia Terminal B redevelopment

Wireless Awards



Winner
Solution Provider of the Year



Winner
Driving Digital Transformation



12-Time Winner
Best Wi-Fi Service



Winner
Judge's Choice Award



Winner
IoT Network Solutions



Moments of Excellence Award
Commercial Broadband Network



Winner
Best Wi-Fi
Customer Experience 2024



CTO of the Year
Dr. Derek Petersen



HIRE Vets Medallion
8 consecutive years

A World-Class Wi-Fi Network with Additional Revenue Streams

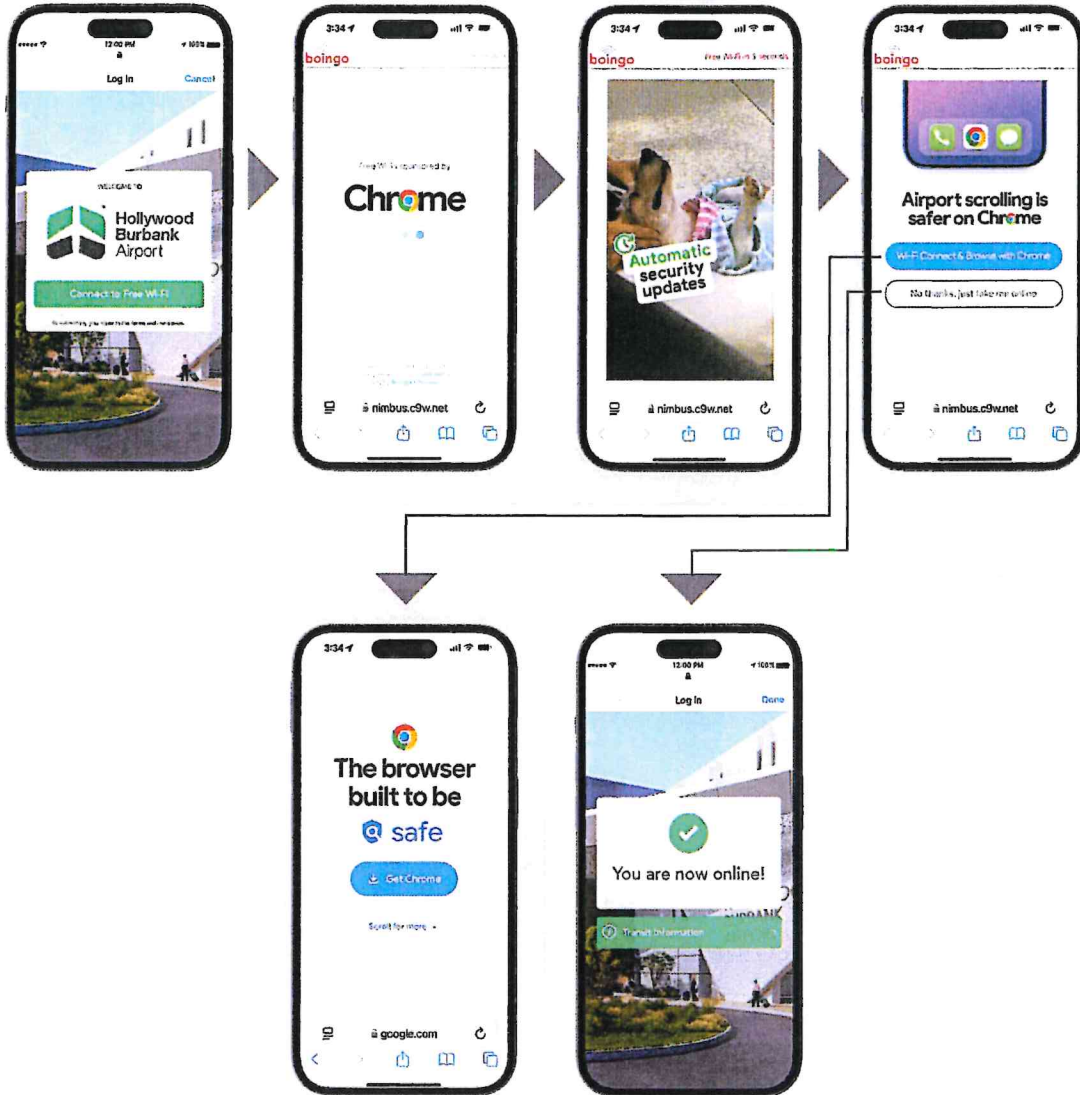
Boingo's Wi-Fi solutions can power advanced 5G services with high speeds, low latency, power efficiency, and enhanced security. Our networks are SMART, an acronym for Secure, Multi-Platform, Analytics-Driven, Responsive, and Tiered, which describes the core elements delivered through Boingo's network gateways. Boingo's gateways can discern what type of device is making a connection request and provide the proper experience.

Our flexible interface can also drive user engagement and monetize the Wi-Fi network with advertising and media, offloading, custom splash pages, and unlimited free public Wi-Fi. Boingo's digital platform includes the following:

- An award-winning advertising platform that can enable the Authority to monetize networks, generating additional revenue streams, and enhance marketing efforts.
- An additional digital platform that can expand your media offerings by boosting sponsorship opportunities and increasing your digital capabilities.
- A comprehensive suite of media marketing tools to increase revenue streams.

BUR Landing page

Video ad flow



A Local Partner

With 170+ employees who call **California** home, we are excited to partner with the Authority to support Southern California's economic and residential growth. Our local portfolio includes many iconic venues throughout SoCal, as well as our LA office and NOC located just 30 minutes from BUR.



Key Staff and Responsibilities

Boingo's most valuable asset to the Authority is our staff. Each member brings extensive experience delivering state-of-the-art wireless solutions that position venues like BUR to meet and surpass growing connectivity demands. Below is an overview of BUR's dedicated Key Staff. More information about their experience and qualifications can be found in section, **4. Project Organization and Key Personnel.**

KEY PERSON	ROLE	PROVISION OF SERVICES	% OF TIME
Stephanie Gray	Senior Director, Business Development	Contract Negotiation	70%*
Bryan Thackwell	Senior RF Engineer	Wireless Systems Design	35%
Brian Churchman	Senior Director, Operations	Construction / Installation	20%
Ken MacDonald	Senior Director, Operations	Operations & Maintenance	30%
Adam Smith	Program Manager, West	Onsite Project Management, Safety Compliance	100%
Jason Eley	Senior Account Manager	Cross-functional liaison throughout the contract lifecycle	40%

Randy Moore	Senior NOC Manager	Execute NOC SOP Provide BUR network incident reports Ensure all service-related concerns are addressed and resolved	30%
Paul Martire	Senior Security Compliance Engineer	Security - Cyber Security - Physical	20%
Walt Shaw	Senior Director, Product	Technology Roadmap Development Use Cases Analytics and Reporting	30%
EXECUTIVE SUPPORT			
Mike Zeto	Chief Commercial Officer	Executive oversight, approvals	5%

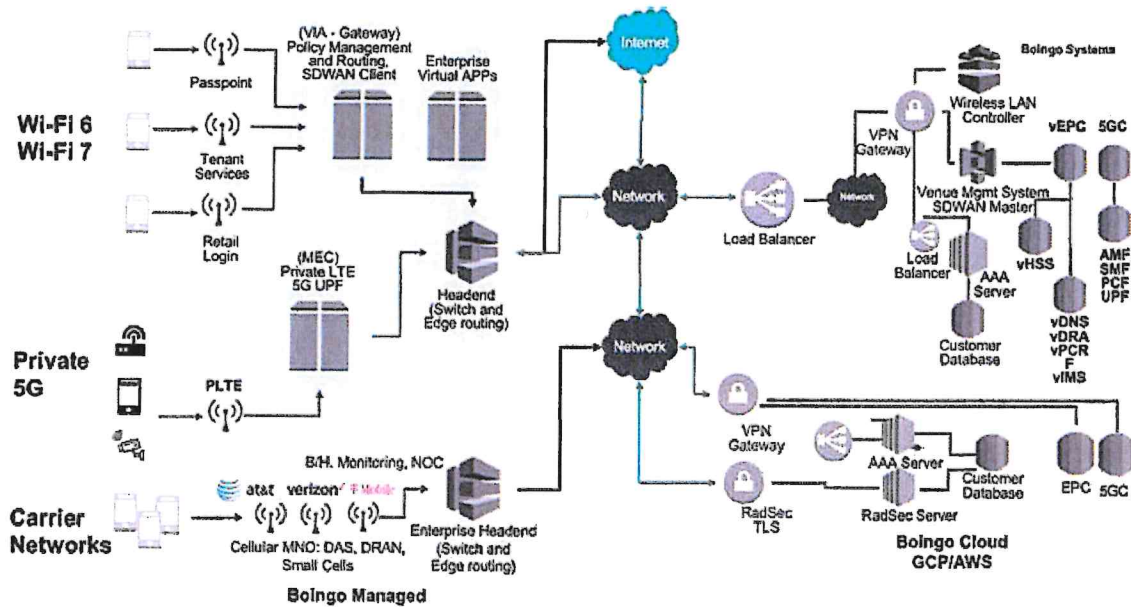
*Stephanie will dedicate her time solely to the Authority during the contract negotiation to ensure the we meet proposed timelines. Boingo also confirms that we will have team members on standby to assist when any of the proposed core services are absent or unable to assist. We will provide bios and resumes for those members as needed.

d. Provide technical information on your proposed solutions that will encompass the following: Provide a complete design for the solution that includes system architecture, antenna placements, heatmaps, network prerequisites, security protocols, power and cooling needs, space allocations (for IDF and main headend rooms), and potential scalability plans.

System Architecture

Boingo's approach to developing BUR's technology guidelines centers on a secure, modular, and open 5G DAS architecture designed for adaptability. This future-proof design is technology and frequency agnostic, enabling easy accommodation of new spectrum releases, emerging industry standards, and terminal modernization. We'll collaboratively develop roadmaps with carriers, OEMs, and BUR to explicitly incorporate future technologies. Boingo's high-availability, redundant distributed wireless network leverages dedicated data centers, cloud services, VPN/SD-WAN secure tunnels, and integrates with BUR's LAN/WAN. We manage premises switches, routers, firewalls, and local virtual servers hosting local virtual functions to support BUR applications. See below for a visual representation of a Boingo converged network.

BOINGO'S NETWORK INFRASTRUCTURE CAPABILITY



Illustrative example of Boingo's full capability in providing converged network solutions. Note, private network is not included in the BUR response.

We also use cloud function assets hosted in Boingo Data Centers and AWS and GCP clouds. All the network devices herein will be certified against our NOC and cybersecurity criteria.

DAS Architecture

For this proposal, Boingo recommends a SOLiD DAS. SOLiD's network architecture meets and exceeds the network performance requirements outlined in the RFP and will allow for efficient deployment based on the venue characteristics and each carrier's current requirements. In addition to Boingo and SOLiD's track record of success in airport deployments, Boingo considered the following factors when selecting our proposed OEM:

- Meets technical requirements outlined in Exhibit A of this RFP.
- Carrier-approved platform and equipment provider with relevant experience in major transportation hubs, including:
 - O'Hare International Airport
 - John F Kennedy International Airport
 - La Guardia Airport International Airport
 - Austin Bergstrom International Airport
 - Portland International Airport
 - John Wayne Airport
 - Sacramento International Airport
- 3-year standard Warranty with advanced replacement (next day).
- Low rate of failure <1% out of box failure rate.
- Equipment features that are currently available and suitable for deployment.
- Up-to-date product roadmaps for expanded capabilities.
- Ease of future upgrades and expansion.
- Equipment availability and delivery times.

If project stakeholders wish to review alternative solutions during the initial design process, Boingo would be happy to share pricing and design approach for another carrier-approved OEM, such as CommScope, Corning, or JMA. Boingo is technology-agnostic and has vast experience and relationships with other leading equipment manufacturers.

Areas of Coverage

We understand that the passenger journey is not just within the walls of the Replacement Passenger Terminal and have provided a design and solution that will elevate the overall connected experience with end-to-end coverage and capacity. Our design includes cellular coverage and capacity in the following areas:

Design Details: 3 sectors

- 1. Replacement Passenger Terminal
- 2. Passenger Arrivals/Departures
- 3. Apron (Entire Tarmac, Gates)

The RPT, Passenger Arrivals and Departures, and Apron are designed to provide excellent 5G coverage and capacity as passengers enter, travel through, and exit the facilities. Additionally, the network is planned to handle operational traffic for staff, tenants, and visitors.

Frequency Plan:

TMO: 1900,2100 and 2500 MIMO
AT&T: 700,850,1900,2100,2300 and C-Band. MIMO
VZW: 700,850,1900,2100 and C-Band. MIMO

4. Parking Garage

The Parking Garage is designed to provide excellent coverage for passengers, visitors, staff, and EV Charging stations. The SISO design will meet the requirements of the specifications of the RFP, offer excellent user experience, and will be provided to the carriers at a cost point that is proven to increase their propensity to invest.

Frequency Plan

TMO: 1900,2100 SISO
VZW: 1900,2100 SISO
AT&T: 1900,2100 SISO

Power & Cooling Needs

As indicated in the network design, the active network equipment will be installed in the headend (DAS room) and designated IDF locations throughout.

Headend Location

EQUIPMENT	WATTS	BTU/HOUR	RACKS
Neutral Host (Boingo)	760	2,593.31	2
Verizon	1,200	4094.57	2
AT&T	1,200	4094.57	2
T-Mobile	1,200	4094.57	2
Total	4,360	14,877.02	8



Note: Carrier equipment specifications modeled after similar deployments. Carriers will provide exact requirements for their BTS equipment during the design review process.

HVAC

In the headend location, Boingo will require two (2), Two-Ton HVAC units to provide adequate cooling for the anticipated heat from the active gear and can accommodate additions during the term.

Power

Boingo will require four (4) 100A panels 120/208v in the headend room. Our requirements take future growth into consideration. Power will be sub metered as required in the Concession Agreement.

IDF Locations

EQUIPMENT	WATTS	BTU/HOUR	WALL SPACE
Remote Unit (2) 5-Watt Sub-3 + 1 C-band RU	1,797	6,130	6'x6'
Remote Unit (4) 20W Sub- 3+1 C-band RU	2,829	9,652	6'x12'
Total	4,626	15,782	-

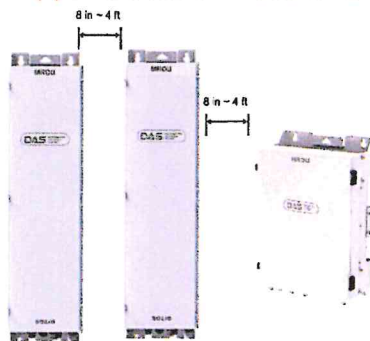
Power

Boingo will require a standard quad 120v receptacle.

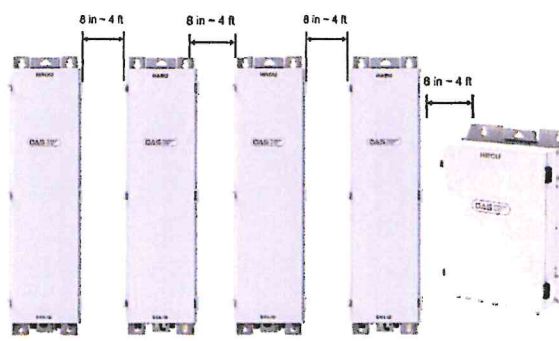
Space Allocations

Boingo will locate the neutral host headend and carrier BTS equipment in the DAS headend room provided by the Authority's floor plans. Boingo will need approximately 200 sq ft to accommodate the eight projected 19" racks. In the IDF locations there are two configurations with varying space needs. The low power (5W) Remote Unit configuration will be installed on a 6 ft x 6 ft fire rated backboard. The high-power (20W) Remote Unit configuration will be installed on a 6ft x12 ft fire rated backboard.

Low-Power IDF Configuration (2) 5-Watt Sub-3 + 1 C-band RU



High-Power IDF Configuration (4) 20W Sub-3 + 1 C-band RU



Scalability Plans

Boingo's approach to developing technology guidelines for BUR prioritizes a forward-thinking and adaptable strategy. Our methodology centers around creating secure, modular, and open 5G DAS architecture agnostic to specific technologies and frequencies. This design philosophy ensures that the system can readily accommodate future advancements, including new spectrum releases by the FCC and adopting emerging industry standards.

One of the advantages of utilizing the SOLiD DAS equipment is the platform's modular, scalable design, which allows for expansion to future band/technologies without having to overhaul the system, reducing cost and impact to venue operations. Like the neutral host equipment, the modular design of the remote units provides a low impact maintenance action in the rare instance of an amplifier failure (<1%). If a failure occurs, the amplifier is simply swapped with a new module. This drives reduction in downtime should failure occur.

Boingo will work collaboratively with carriers and BUR to develop detailed roadmaps that explicitly account for these future technologies throughout the process. We will also engage with application and IoT providers to explore and refine use cases that leverage 5G's advanced capabilities, addressing communication challenges and costs that may have existed previously. By focusing on scalability and expandability, Boingo ensures the DAS solution can adapt to the current and planned needs of BUR stakeholders.

Wi-Fi Architecture

Boingo has carefully reviewed the requirements for the Public Wi-Fi Additive Alternative outlined in Exhibit B. We recommend Extreme Networks equipment to deliver a robust, cutting-edge solution that is scalable, highly reliable, and proven to perform in dense airport environments. Our Wi-Fi design and approach will help to streamline operations, improve passenger satisfaction, and stay ahead of the ever-evolving demands of modern air travel. Boingo considered the following factors when selecting our OEM:

- **Scalable Network Infrastructure.** Extreme's solution is built on latest generation technology and offers a scalable network infrastructure that is specifically designed to support high-density environments like airports, ensuring reliable connectivity even during peak times. Future-proof technology allows for easy expansion to accommodate growth and the introduction of new technologies. Additionally, Extreme's solutions offer flexible deployment options, enabling seamless scaling across various locations and environments to meet evolving demands.

- **High Reliability & Security.** Extreme integrates robust security features across all infrastructure components, ensuring data protection and network resilience against potential threats. The solution is designed to deliver high reliability with minimal downtime, crucial for maintaining seamless airport operations. Network segmentation and advanced security protocols further enhance the security posture, providing a secure environment for both operational and customer-facing services.
- **Enhanced Warranty Option.** Extreme has committed to begin the equipment warranty at the time of equipment installation and acceptance as requested in the RFP. Additionally, indoor AP's have a lifetime warranty and Extreme does not void the warranty on their AP's if painted. This is advantageous for a newly constructed terminal where aesthetics is paramount.
- **Trusted by Top 25 State-of-the-Art Airports & Transportation Agencies:** Extreme has extensive experience supporting airports around the globe including Harry Reid International Airport, Philadelphia International Airport, Charles de Gaulle Airport, and Logan Airport, among others. Their proven expertise in designing and deploying networks in complex environments like airports and large venues is well-established.



Boingo is pleased to propose a Wi-Fi 7 solution that will deliver a highly reliable, seamless, and elevated connectivity for passengers at Hollywood Burbank Airport.

113 Total Access Points (APs)

- 67 AP5020 WiFi7 Omni APs in the Main Terminal
- 16 AP5050D WiFi6e Directional APs in Main Terminal Outdoor Pickup & Dropoff location
- 14 AP5020 WiFi7 Omni APs in Basement
- 16 AP5020 WiFi7 Omni APs on 2nd Level

AP Transmitter Power

The AP's maximum output power is 23dBm. Our initial design will be tuned at 14dbm transmit power –a best practice for design is to include margin for optimization when the RPT is under load.

Speed/Users

Dense design that will support the 100mbps up/100mbps down requirement for 100 concurrent users.

Space

6 Total IDF's, consisting of:

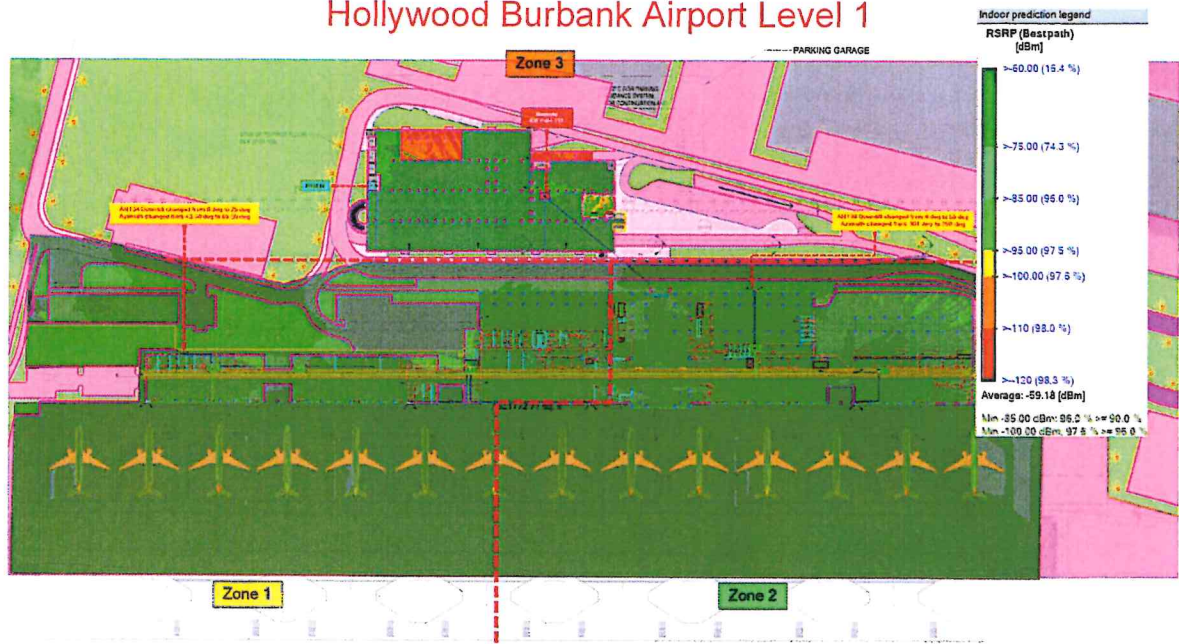
- 4 in Main Terminal
- 1 in Basement
- 1 on 2nd Level

Antenna Placements & Heatmaps

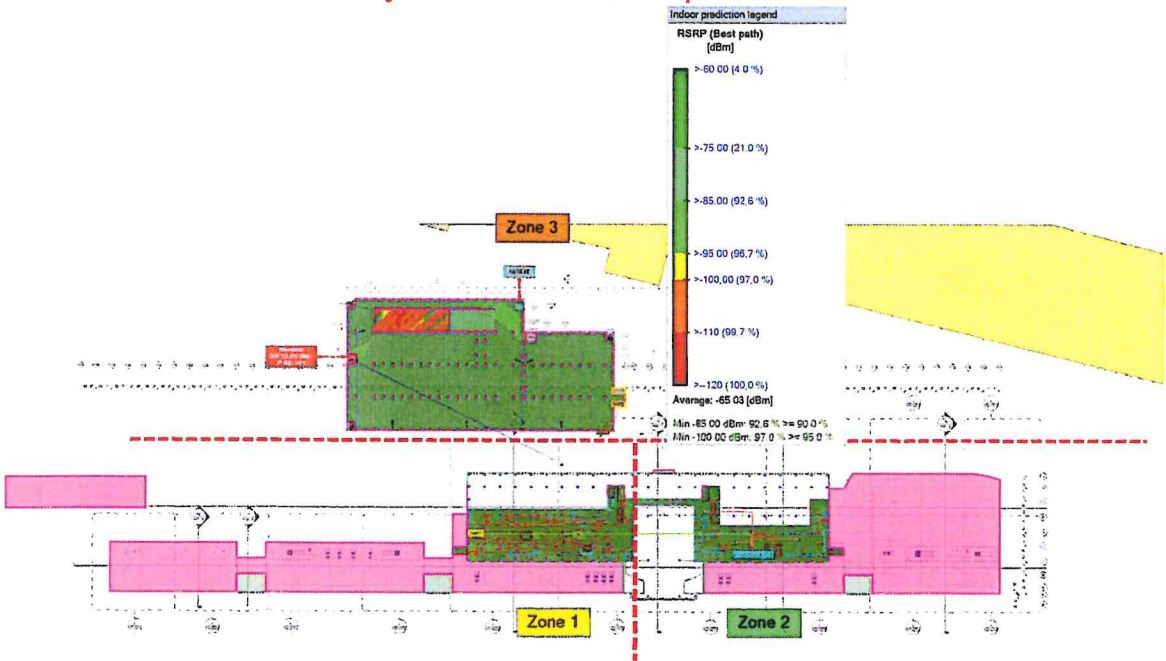
Please see below for antenna placements and heat maps for the DAS and Wi-Fi solution.

DAS

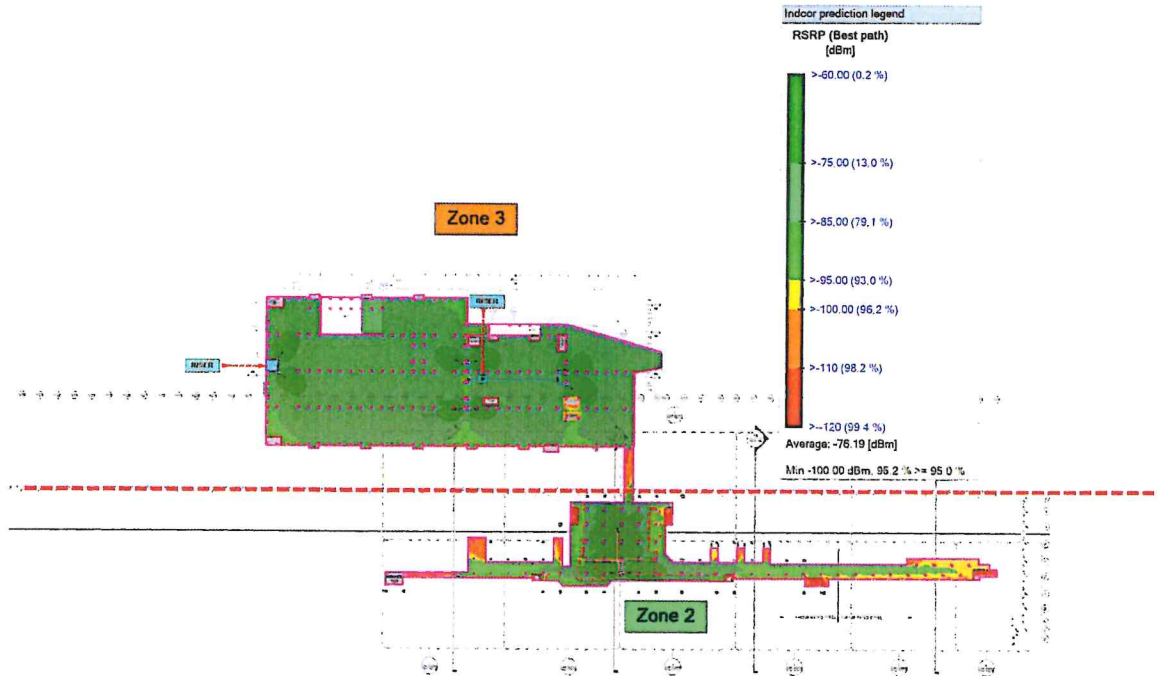
Hollywood Burbank Airport Level 1



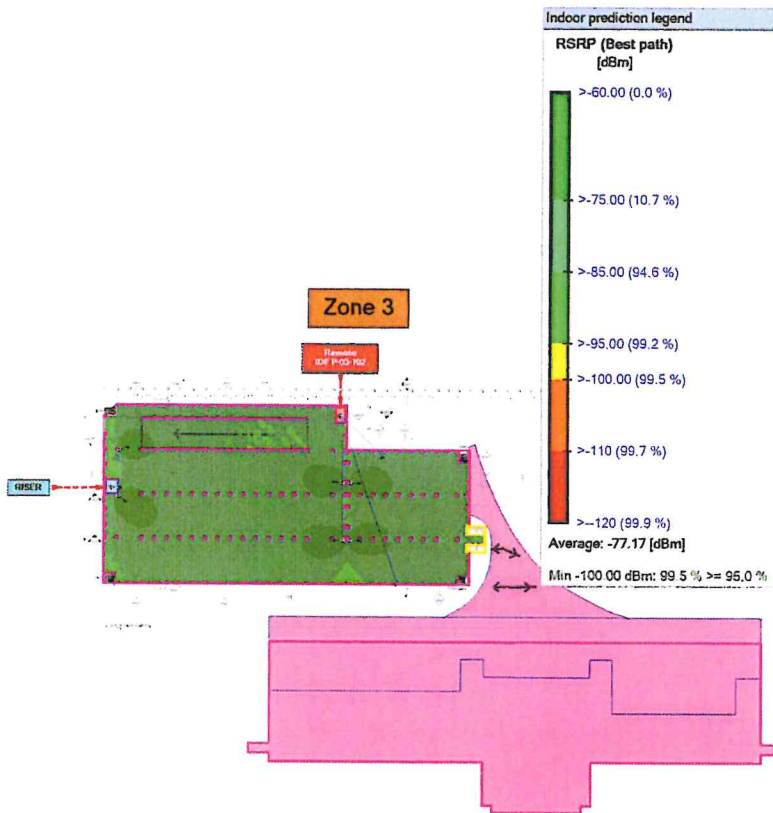
Hollywood Burbank Airport Level 2



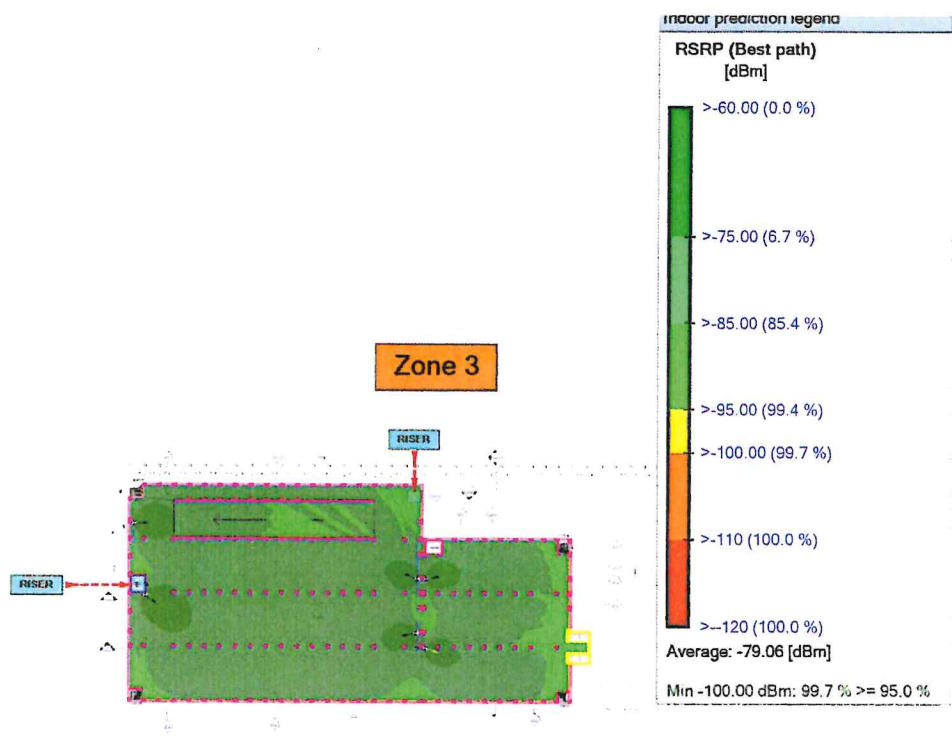
Hollywood Burbank Airport Level B1



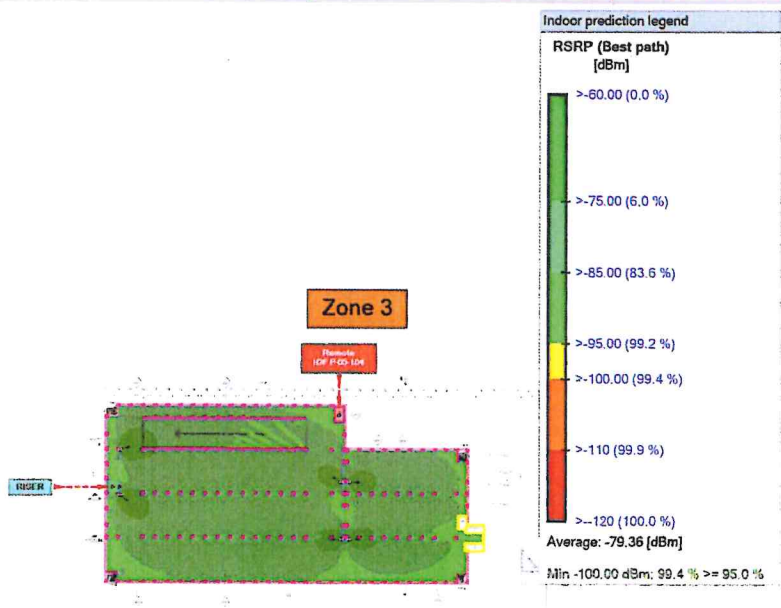
Hollywood Burbank Airport Parking Level 3



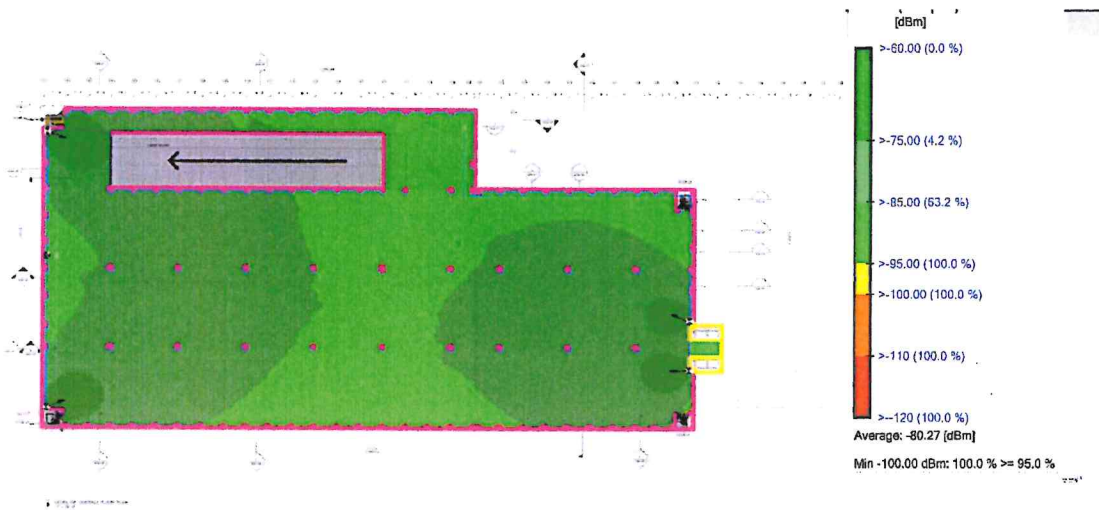
Hollywood Burbank Airport Parking Level 4



Hollywood Burbank Airport Parking Level 5

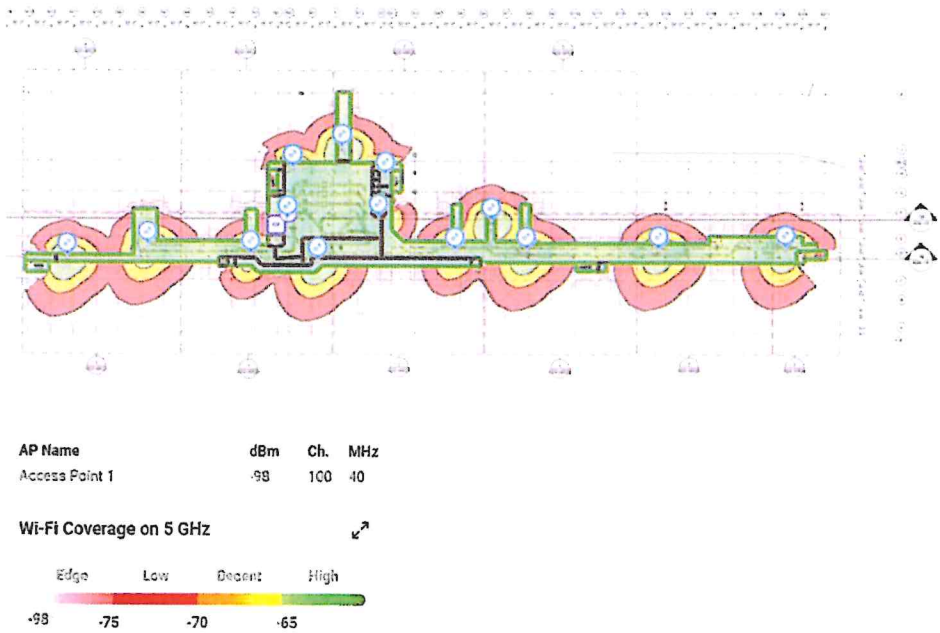


Hollywood Burbank Airport Parking Level 6

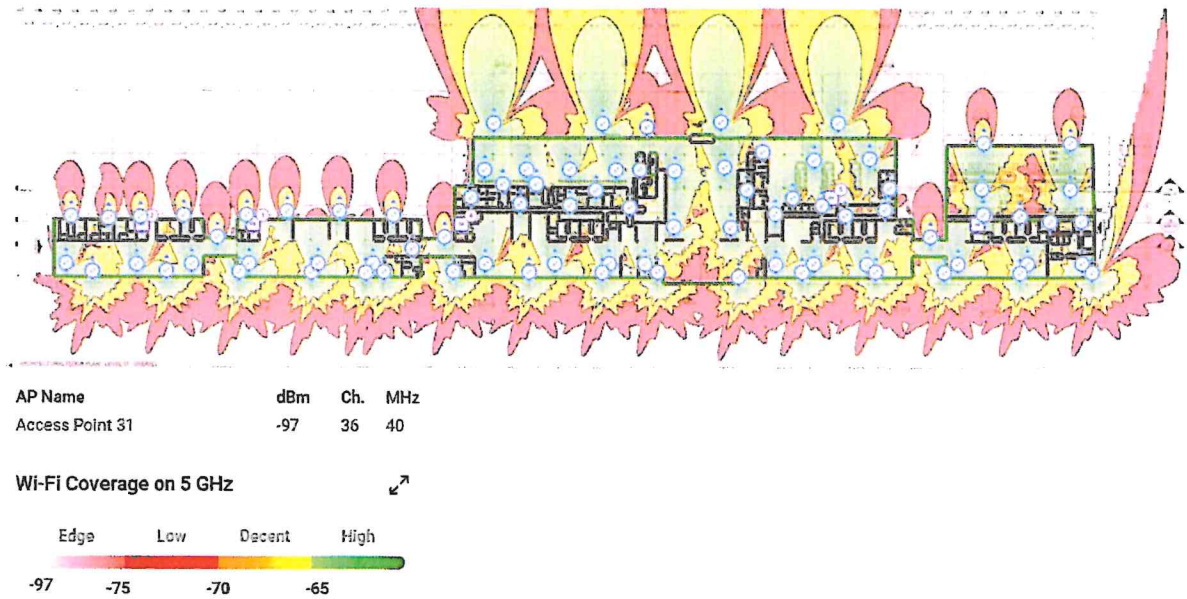


Wi-Fi

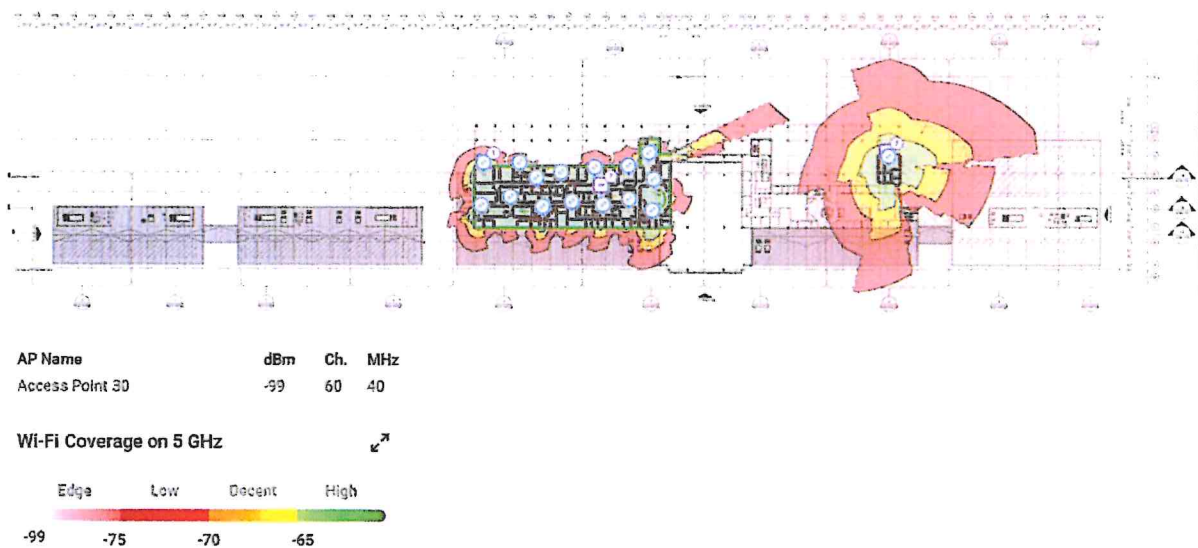
Terminal Level 1



Terminal Level 2



Terminal Level 3



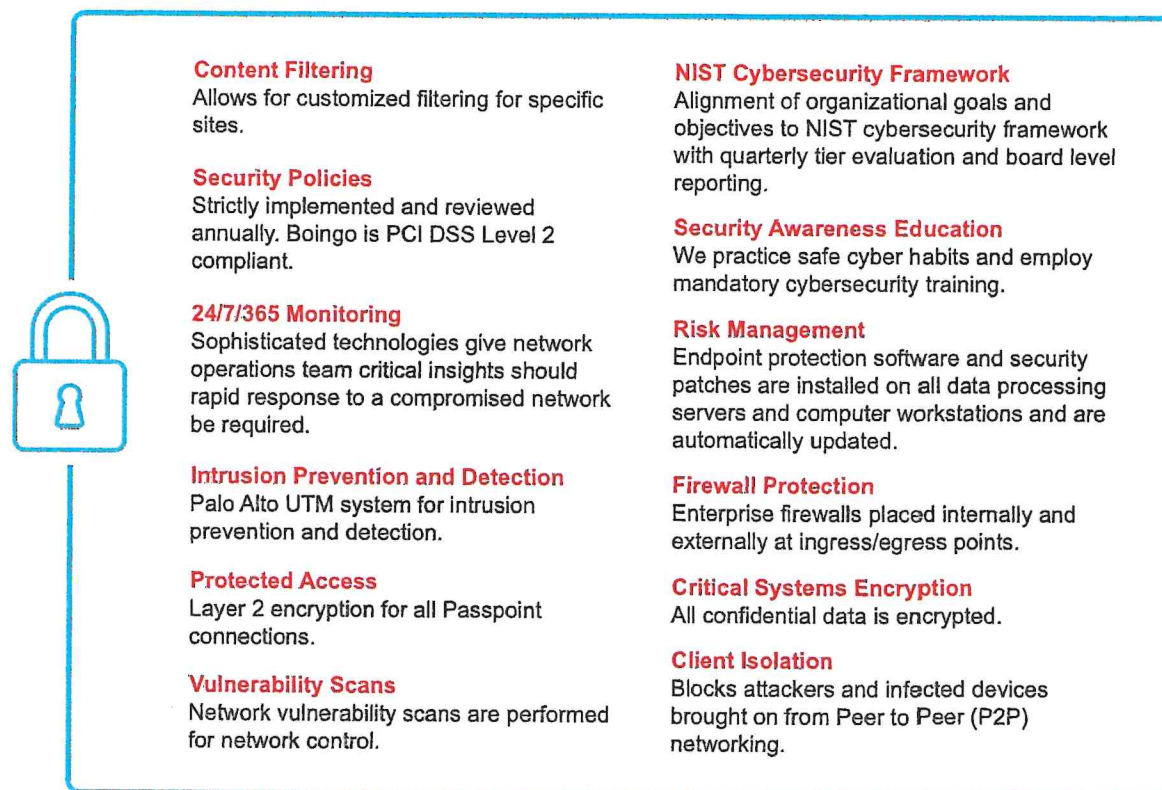
Security Protocols

Boingo networks are backed by a 24/7/365 Network Operation Center (“NOC”) with a zero-trust architecture. These heightened security measures are essential in today’s threat landscape for protecting BUR’s airport networks from unauthorized access and potential breaches.

We prioritize the security and confidentiality of customer data with a comprehensive IT security framework that encompasses a range of measures to ensure the protection of passenger information and safeguard various aspects of airport operations and infrastructure. Boingo is

unique among third party Wi-Fi and private network operators when it comes to privacy due to our retail consumer business. We have decades of experience adhering to and working within strict U.S. and California data privacy laws to protect private personal information (“PPI”). We are also a proud winner of a Fortress Cybersecurity Award for advancing technology to protect organizations from data breaches and compromises.

Boingo’s Layered Cybersecurity Platform



Configuring Security Controls

Boingo networks have customizable content filtering capabilities to oversee and manage user’s access to sites defined inappropriate by the Authority. Boingo is well-versed and capable in web content filtering. Our web content filtering is provided by Boingo’s Deep Packet Inspection (DPI) technology that can block content by category (e.g. block all streaming media sites, block sports sites, etc.). Category lists are updated by frequent software updates and adjusted by service plan. Boingo will work with the Authority to determine the web filtering and category requirements.

Bench Test Patches and Updates

Boingo adheres to a standardized patch management process with critical patches installed within one month of release from vendors and third parties. In addition, Boingo regularly performs vulnerability scans against critical systems and patches as needed.

Security Plan

Boingo’s comprehensive Security Plan addresses access management, asset security, incident analysis, incident handling, penetration testing, business continuity, risk management, security in software development, and security operations.

- **Access Management:** Boingo's access management framework includes user authentication, authorization mechanisms, and privileged access controls. We employ industry-standard best practices to ensure that access to sensitive data and systems is limited to authorized individuals only.
- **Asset Security:** Boingo recognizes that protecting BUR's valuable assets is critical. Our plan includes strategies for identifying, classifying, and securing assets such as data, hardware, software, and intellectual property. We implement controls to prevent unauthorized access, theft, or damage to these assets.
- **Incident Analysis:** Boingo's incident analysis plan includes real-time monitoring, incident detection, response protocols, and detailed incident analysis to minimize the impact of security breaches and facilitate timely resolution.
- **Identity and Access Management:** Boingo implements robust identity and access management (IAM) practices, including secure authentication mechanisms, user provisioning, role-based access controls, and regular user access reviews to ensure that user privileges align with their roles and responsibilities.
- **Incident Handling:** We have a well-defined incident handling process that includes incident reporting, escalation procedures, evidence preservation, containment, eradication, and recovery measures. Our team follows industry-recognized incident response frameworks to minimize the impact and restore normal operations swiftly.
- **Penetration Testing:** To assess the effectiveness of our security measures, we conduct regular PCI DSS penetration testing exercises.
- **Business Continuity:** Boingo establishes robust backup and recovery processes, off-site data replication, and disaster recovery plans to ensure minimal disruption and timely resumption of critical operations in the event of a disaster.
- **Security in Software Development:** Security is an integral part of Boingo's software development life cycle. We adhere to secure coding practices, conduct regular code reviews, and employ automated security testing tools to identify and remediate vulnerabilities early in the development process.

Security Assessment

Boingo implements a systematic approach to identify, assess, and manage information security risks. Our plan includes risk assessment methodologies, risk treatment plans, and ongoing monitoring to proactively mitigate security risks and maintain a secure environment.

Security Remediation

Our years of experience with public/private Wi-Fi networks have provided us with acute awareness and the necessary protocols to prevent an attack. We have implemented advanced technologies to remedy any instances of a potential security breach for full system recovery. Boingo's networks are engineered with the visibility required for rapid response should someone try to compromise our wireless networks.

Remediation Reviewed by Auditor

To ensure ongoing compliance and identify potential vulnerabilities, we conduct regular security audits performed by both internal and external experts. These audits assess our systems, policies, and controls, enabling us to proactively address any identified weaknesses. Additionally, we provide annual reports on our security measures, outlining our progress, and detailing any enhancements made to our security infrastructure.

Detail both hardware and software specifications, along with features, emphasizing security, scalability, and customization.

Please see above for software specifications and features regarding security, scalability, and customization. Detailed below is an itemized equipment list of the proposed DAS and Wi-Fi solution.

DETAILED PARTS LIST

DAS

Component Group: Airport Headend				
Type	Manufacturer	Model	Description	Qty
Cable	RFS	LCF12-50JFN-A11	CELLFLEX - 1/2" Low-Loss Foam Coaxial Cable, Halogene Free, Polyethylen, PE, Flame Retardant, LS0H	0.00 feet
Cable	ConductRF	FMP29-41NF-W02	Jumper / 2 ft / Din 4.1/9.5 Male - N Female / Low PIM / .141 Hand Formable (A29CPJ) / 50 ohm	36
Cable	Wireless Supply	402/NF-QMAM/24	TrueConnect - Low PIM (-160dBc) Semi-Rigid 402 Jumper Cable; N Female Connector to QMA Male Connector, 2ft.	20
Cable	Generic	25 ft Demarc Jumper Cable	Generic 25 ft. Jumper Cable (Demarc)	8
Connector	RFS	NM-LCF12-D01	N Male OMNI FIT Connector for LCF12-50 Cable	112
Fiber BDA Hub	SOLiD	iOM_4_100	ALLIANCE 4 Port optical module, use with iBIU, iODU, iOEU, supports 2500TDD_100 RDUs	8
Fiber BDA Hub	SOLiD US	iOM_4_4000	ALLIANCE 4 Port optical module, use with iBIU, iODU, iOEU, supports 136 - 4000MHz	4
Filter	SOLiD	eMBIU_C_AC	Master eBIU, AC Version (Includes: eMCPU,eMPSU_AC, eMCDU)	4
Filter	SOLiD	eMDBU_1900P	1900 MHz Input Module for the eBIU	8
Filter	SOLiD	eMDBU_AWS13	2100MHz (AWS 1+3) Input Module for the eBIU	8
Filter	SOLiD	eMDBU_8085_700LTE_FN	817-849/862-869 MHz Cellular, 700MHz Full Band Input Module for the eBIU. Includes Extended 700 band for FirstNet	8
Filter	SOLiD	HPOI_8085_700LTE_FN	High Power POI Module (20W), 800MHz Sprint, 850MHz Cellular, 700LTE + FirstNet, 4 Ports	4

Filter	SOLiD	HPOI_1900 P	High Power POI Module (20W), 1900MHz PCS, 4 Ports	4
Filter	SOLiD	eMDBU_23_25	2300 WCS, 2500MHz TDD Input Module for eBIU	4
Filter	SOLiD	HPOI_23_25	High Power POI Module (20W), 2300MHz WCS, 2500MHz TDD, 4 Ports **Available Q3 2016	4
Filter	SOLiD	HPOI_AWS 13	High Power POI Module (20W), 2100MHz (AWS 1+3), 4 Ports	4
Filter	SOLiD	eSBIU_C_A C	Slave eBIU, AC Version (Includes: eMCPU,eMPSU_AC, eSCDU)	4
Filter	SOLiD	eBIU_B (eBIU BLANK)	Blank eBIU Module	4
Filter	SOLiD US	LPOI_AWS 13	ALLIANCE Low Power POI Module (100mW), 2100MHz (AWS 1+3), 4 Ports	4
Filter	SOLiD US	LPOI_1900 P	ALLIANCE Low Power POI Module (100mW), 1900MHz PCS, 4 Ports	4
Filter	SOLiD US	LPOI_8085_700LTE_FN	ALLIANCE Low Power POI Module (100mW), 800MHz Sprint, 850MHz Cellular, 700LTE + FirstNet, 4 Ports	4
Filter	SOLiD US	iBIU_AC	ALLIANCE iBIU Chassis, AC Version Includes: iMCPU, iMPSU_AC	2
Filter	SOLiD US	iMDBU_Cband	ALLIANCE Input Module, C-Band, supports 3700-3980 MHz. Path A (n77)	2
Filter	SOLiD US	iMDBU_Cband_M	ALLIANCE Input Module, C-Band, Path B for MIMO, supports 3700-3980 MHz (n77)	2
Filter	SOLiD US	HPOI_4000	ALLIANCE High Power POI Module (20W), 3300~4000MHz TDD, 4 Ports (n77)	8
Filter	SOLiD US	iMDBU_345	ALLIANCE Input Module,A110, Path A for SISO, supports 3450-3550 MHz (n78)	2
Filter	SOLiD US	iMDBU_345_M	ALLIANCE Input Module,A110, Path B for MIMO, supports 3450-3550 MHz (n78)	2
Miscellaneous	SOLiD	ODU_C	Optical Distribution Unit Chassis	4
Splitter	SOLiD US	iMCDU_4000	ALLIANCE Main Combiner/Divider Unit that is connected to the iBIU chassis to operate as the main iBIU (n77)	2

Component Group: Apron Passive				
Type	Manufacturer	Model	Description	Qty
Antenna	CommScope	CMAX-LHM2-60-I53 preliminary	Cell-Max™ Low PIM Directional High Capacity Venue MIMO Antenna, 617–960 MHz 1695–2700 MHz and 3300-4200MHz 60-Deg, 4.3-10, (2 PORTS 617-4200MHz)	6
Antenna	CommScope	CMAX-LHM2-30-I53 preliminary	Cell-Max™ Low PIM Directional High Capacity Venue MIMO Antenna, 617–960 MHz, 1695–2700 MHz and 3300-4200MHz 30-Deg, 4.3-10, (2 PORTS 617-4200MHz)	2
Cable	ConductRF	PLA44-D131-W03	Jumper / 3 ft / Din 7/16 Male - Din 4.3/10 Male / Low PIM Plenum Rated / SPP250LLPL / 50 ohm	7
Cable	RFS	*ICA12-50JPL-A11	ClearFill®Line 1/2" low loss air dielectric cable, Plenum-rated, CMP	1551.33 feet
Cable	ConductRF	*PLA44-3F31-W03	Jumper / 3 ft / Din 4.3/10 Female - Din 4.3/10 Male / Low PIM Plenum Rated / SPP250LLPL / 50 ohm	24
Cable	ConductRF	FMP29-3131-W02	Jumper / 2 ft / Din 4.3/10 Male - Din 4.3/10 Male / Low PIM / .141 Hand Formable (A29CPJ) / 50 ohm	4
Cable	ConductRF	FMP29-D1D2-W02	Jumper / 2 ft / Din 7/16 Male - Din 7/16 Male R/A / Low PIM / .141 Hand Formable (A29CPJ) / 50 ohm	1
Connector	Microlab/FXR	4.3-10 - Male	Microlab 4.3-10 - Male Coaxial Connector, PIM <-158 dBc <Last Modified: 14-05-15>	48
Filter	SOLiD	MROU_EF1	Cellular Passband, Public Safety Reject Filter, External filter for ALLIANCE 5W & 20W Remotes	8
Filter	Microlab/FXR	BK-261E	In-Line Diplexer, PIM <-161 dBc, 80-2690 MHz and 3300-5925 MHz - Type 4.3-10 Connectors <Last Modified: 07-13-2018>	8
Splitter	Microlab/FXR	D2-83FE	2-way Tube Style - Reactive Power Divider- Ultra Wide Band, PIM <-161 dBc, 617-5925 MHz - 4.3-10 Connectors, Low PIM <Last Modified: 28-08-19>	8
Component Group: Apron Remote				
Type	Manufacturer	Model	Description	Qty
Cable	ConductRF	PLA44-D1D1-W06	Jumper / 6 ft / Din 7/16 Male - Din 7/16 Male / Low PIM Plenum Rated / SPP250LLPL / 50 ohm	8

Cable	ConductRF	FMP29-3131-W02	Jumper / 2 ft / Din 4.3/10 Male - Din 4.3/10 Male / Low PIM / .141 Hand Formable (A29CPJ) / 50 ohm	1
Cable	ConductRF	FMP29-D1D2-W02	Jumper / 2 ft / Din 7/16 Male - Din 7/16 Male R/A / Low PIM / .141 Hand Formable (A29CPJ) / 50 ohm	1
Fiber BDA	SOLiD	HROU_C_A C	20 WATT Remote Optical Unit Chassis - AC Power	8
Fiber BDA	SOLiD	HARU_C_A C	20 WATT Add-on Unit Chassis - AC Power -No Combiner Note: RF jumper cables required to connect HROU_C to HARU_C are included with HARU. They need not be ordered separately.	8
Fiber BDA	SOLiD US	HROU_C_4000_AC	ALLIANCE 20 WATT Mid-Band Remote Optical Unit Chassis, AC Power, includes Optics and CPU (n77)	4
Filter	SOLiD	HROU_CU1	20 WATT Combiner Unit, 1 Antenna port. Combines 700LTE, 800/850, 1900, 2100	8
Filter	SOLiD	HROU_CU7	20 WATT Combiner Unit: 1 Antenna port. Combines 2300 WCS & 2500TDD bands	8
Repeater	SOLiD	HRDU_AW S13	20 WATT 2100MHz Amplifier Module	7
Repeater	SOLiD	HRDU_800I_850C	20 WATT 800MHz (Sprint Only) and 850MHz Module	8
Repeater	SOLiD	HRDU_700LTEF	20 WATT 700MHz Full Band LTE Module	8
Repeater	SOLiD	HRDU_1900P	20 WATT 1900MHz Amplifier Module	7
Repeater	SOLiD	HRDU_2300_WCS	20 WATT 2300 MHz WCS Amp Module **Available Q4 2016	7
Repeater	SOLiD	HROU_B	20 WATT Blank Module	16
Repeater	SOLiD	HRDU_2500_100TDD	ALLIANCE 20 WATT 2500 MHz TDD Amplifier Module, 100MHz Contiguous, LTE + NR *2019Q3	7
Repeater	SOLiD US	HRDU_Cband_M	ALLIANCE 32 WATT C-Band TDD MIMO Amplifier Module, supports 3700-3980 MHz (n77)	4
Repeater	SOLiD US	HRDU_Cband	ALLIANCE 32 WATT C-Band TDD SISO Amplifier Module, supports 3700-3980 MHz (n77)	4
Repeater	SOLiD US	HRDU_345	ALLIANCE 20 WATT C-Band TDD SISO Amplifier Module, supports 3450-3550 MHz (n78)	4

Repeater	SOLiD US	HRDU_345_M	ALLIANCE 20 WATT C-Band TDD MIMO Amplifier Module, supports 3450-3550 MHz (n78)	4
Splitter	SOLiD	HROU_ECU 1	2-Way Splitter / Combiner - 0-6000 MHz	8
Component Group: Drop off area Passive				
Type	Manufacturer	Model	Description	Qty
Antenna	CommScope	CMAX-LHM2-30-I53 preliminary	Cell-Max™ Low PIM Directional High Capacity Venue MIMO Antenna, 617–960 MHz, 1695–2700 MHz and 3300-4200MHz 30-Deg, 4.3-10, (2 PORTS 617-4200MHz)	2
Antenna	CommScope	CMAX-LHM2-60-I53 preliminary	Cell-Max™ Low PIM Directional High Capacity Venue MIMO Antenna, 617–960 MHz 1695–2700 MHz and 3300-4200MHz 60-Deg, 4.3-10, (2 PORTS 617-4200MHz)	2
Cable	RFS	*ICA12-50JPL-A11	ClearFill®Line 1/2" low loss air dielectric cable, Plenum-rated, CMP	554.00 feet
Cable	ConductRF	*PLA44-3F31-W03	Jumper / 3 ft / Din 4.3/10 Female - Din 4.3/10 Male / Low PIM Plenum Rated / SPP250LLPL / 50 ohm	12
Cable	ConductRF	FMP29-3131-W02	Jumper / 2 ft / Din 4.3/10 Male - Din 4.3/10 Male / Low PIM / .141 Hand Formable (A29CPJ) / 50 ohm	3
Cable	ConductRF	PLA44-D131-W03	Jumper / 3 ft / Din 7/16 Male - Din 4.3/10 Male / Low PIM Plenum Rated / SPP250LLPL / 50 ohm	3
Cable	ConductRF	FMP29-D1D2-W02	Jumper / 2 ft / Din 7/16 Male - Din 7/16 Male R/A / Low PIM / .141 Hand Formable (A29CPJ) / 50 ohm	1
Connector	Microlab/FXR	4.3-10 - Male	Microlab 4.3-10 - Male Coaxial Connector, PIM <-158 dBc <Last Modified: 14-05-15>	24
Filter	SOLiD	MROU_EF1	Cellular Passband, Public Safety Reject Filter, External filter for ALLIANCE 5W & 20W Remotes	4
Filter	Microlab/FXR	BK-261E	In-Line Diplexer, PIM <-161 dBc, 80-2690 MHz and 3300-5925 MHz - Type 4.3-10 Connectors <Last Modified: 07-13-2018>	4
Splitter	Microlab/FXR	DN-94FE (MOB)	Unequal Power Splitter (Tapper), PIM -161 dBc, 30:1 (15 dB), 350-5930 MHz, 500W, 4.3-10 Connectors, Low PIM <Last Modified: 13-11-17>	2

Splitter	Microlab/FXR	D2-83FE	2-way Tube Style - Reactive Power Divider- Ultra Wide Band, PIM <-161 dBc, 617-5925 MHz - 4.3-10 Connectors, Low PIM <Last Modified: 28-08-19>	2
Component Group: Drop off area Remote				
Type	Manufacturer	Model	Description	Qty
Cable	ConductRF	PLA44-D1D1-W06	Jumper / 6 ft / Din 7/16 Male - Din 7/16 Male / Low PIM Plenum Rated / SPP250LLPL / 50 ohm	6
Cable	ConductRF	FMP29-3131-W02	Jumper / 2 ft / Din 4.3/10 Male - Din 4.3/10 Male / Low PIM / .141 Hand Formable (A29CPJ) / 50 ohm	1
Fiber BDA	SOLiD	HROU_C_A C	20 WATT Remote Optical Unit Chassis - AC Power	4
Fiber BDA	SOLiD	HARU_C_A C	20 WATT Add-on Unit Chassis - AC Power -No Combiner Note: RF jumper cables required to connect HROU_C to HARU_C are included with HARU. They need not be ordered separately.	4
Fiber BDA	SOLiD US	HROU_C_4000_AC	ALLIANCE 20 WATT Mid-Band Remote Optical Unit Chassis, AC Power, includes Optics and CPU (n77)	2
Filter	SOLiD	HROU_CU1	20 WATT Combiner Unit, 1 Antenna port. Combines 700LTE, 800/850, 1900, 2100	4
Filter	SOLiD	HROU_CU7	20 WATT Combiner Unit: 1 Antenna port. Combines 2300 WCS & 2500TDD bands	4
Repeater	SOLiD	HRDU_AW S13	20 WATT 2100MHz Amplifier Module	4
Repeater	SOLiD	HRDU_800I_850C	20 WATT 800MHz (Sprint Only) and 850MHz Module	4
Repeater	SOLiD	HRDU_700 LTEF	20 WATT 700MHz Full Band LTE Module	4
Repeater	SOLiD	HRDU_1900P	20 WATT 1900MHz Amplifier Module	4
Repeater	SOLiD	HRDU_2300_WCS	20 WATT 2300 MHz WCS Amp Module **Available Q4 2016	4
Repeater	SOLiD	HROU_B	20 WATT Blank Module	8
Repeater	SOLiD	HRDU_2500_100TDD	ALLIANCE 20 WATT 2500 MHz TDD Amplifier Module, 100MHz Contiguous, LTE + NR *2019Q3	4
Repeater	SOLiD US	HRDU_Cband_M	ALLIANCE 32 WATT C-Band TDD MIMO Amplifier Module, supports 3700-3980 MHz (n77)	2

Repeater	SOLiD US	HRDU_Cband	ALLIANCE 32 WATT C-Band TDD SISO Amplifier Module, supports 3700-3980 MHz (n77)	2
Repeater	SOLiD US	HRDU_345	ALLIANCE 20 WATT C-Band TDD SISO Amplifier Module, supports 3450-3550 MHz (n78)	2
Repeater	SOLiD US	HRDU_345_M	ALLIANCE 20 WATT C-Band TDD MIMO Amplifier Module, supports 3450-3550 MHz (n78)	2
Splitter	SOLiD	HROU_ECU1	2-Way Splitter / Combiner - 0-6000 MHz	4

Component Group: Parking Fiber

Type	Manufacturer	Model	Description	Qty
Cable	Generic	Optic Fiber Jumper	FO-Loose Tube Standard Fiber Cable - 4 Number of Fibers - E9/125 Singlemode - 850/1310/1383/1550 nm Range	10.76 feet
Connector	Generic	SC-APC	Fiber Optic Connector - SC-APC	8

Component Group: Parking Headend

Type	Manufacturer	Model	Description	Qty
Cable	Generic	25 ft Demarc Jumper Cable	Generic 25 ft. Jumper Cable (Demarc)	6
Fiber BDA Hub	SOLiD US	iOM_4_2700	ALLIANCE 4 Port optical module, use with iBIU, iODU, iOEU, supports 136 - 2700 MHz	1
Fiber BDA Hub	SOLiD US	iOM_B	ALLIANCE Blank optical module, use with iBIU, iODU	1
Filter	SOLiD US	iBIU_AC	ALLIANCE iBIU Chassis, AC Version Includes: iMCPUs, iMPUs_AC	1
Filter	SOLiD US	iMDBU_1900P_E	ALLIANCE 1900 MHz with extension for Band 70 Input Module for the iBIU	1
Filter	SOLiD US	iMDBU_AWS13_B66B70	ALLIANCE 2100MHz (AWS 1+3) with extension for Band 70 and AWS-4 Input Module for the iBIU	1
Filter	SOLiD US	HPOI_1900P	ALLIANCE High Power POI Module (20W), 1900MHz PCS, 4 Ports	1
Filter	SOLiD US	HPOI_AWS13	ALLIANCE High Power POI Module (20W), 2100MHz (AWS 1+3), 4 Ports	1
Filter	SOLiD US	iBIU_B	ALLIANCE Input module, blank	2
Miscellaneous	SOLiD US	DMS_1200	ALLIANCE DAS Management System (DMS) for ALLIANCE - For use with Rel. 6	1

Splitter	SOLiD US	iMCDU	ALLIANCE Main Combiner/Divider Unit that is connected to the iBIU chassis to operate as the main iBIU	1
Component Group: Parking Passive				
Type	Manufacturer	Model	Description	Qty
Antenna	CommScope	CMAX-O-43-UW-i53	Cell-Max™ Low PIM Omni In-building Antenna, 617–6000 MHz	1
Antenna	CommScope	CMAX-D-43-UW-i53	Low PIM Directional In-building Antenna, 617–960 MHz, 1695–2700, 3300-3800 and 4900-6000MHz	43
Cable	Times Microwave Systems	SPP25043F 43M1.0F	3ft - 50 Ohm Low Loss, Low PIM Plenum Rated Coaxial Jumper Cable	91
Cable	RFS	ICA12-50JPL	ClearFillLine - 1/2in Low Loss Air Dielectric Cable - Plenum Rated/ Indoor/ Outdoor Usage/ Color Blue UV rated to ASTM G155 Steiner Tunnel Test Method UL 910 NEC 820-53 (a) CMP NFPA-262 NEC Article 800 Communication Circuits ETL Listed to UL444 Canadian CSA C.22.2/FT6	3608.73 feet
Cable	Times Microwave Systems	SPP25043M DM3.0F (MOB)	3ft - 50 Ohm Low Loss, Low PIM Plenum Rated Coaxial Jumper Cable	1
Cable	Times Microwave Systems	SPP25043M 43MR3.0F	3ft - 50 Ohm Low Loss, Low PIM Plenum Rated Coaxial Jumper Cable	19
Connector	JMA Wireless	UPL-4MT-12	UPL 4.3-10 Male Torque Connector for Cables 1/2" Annular	122
Splitter	Microlab/FXR	DN-44FE (MOB)	Unequal Power Splitter (Tapper), PIM -161 dBc, 3:1 (4.8 dB), 350-5930 MHz, 500W, 4.3-10 Connectors, Low PIM <Last Modified: 13-11-17>	6
Splitter	Microlab/FXR	DN-64FE (MOB)	Unequal Power Splitter (Tapper), PIM -161 dBc, 6:1 (8 dB), 350-5930 MHz, 500W, 4.3-10 Connectors, Low PIM <Last Modified: 13-11-17>	4
Splitter	Microlab/FXR	DN-54FE (MOB)	Unequal Power Splitter (Tapper), PIM -161 dBc, 4:1 (6 dB), 350-5930 MHz, 500W, 4.3-10 Connectors, Low PIM <Last Modified: 13-11-17>	7

Splitter	Microlab/FXR	DN-34FE (MOB)	Unequal Power Splitter (Tapper), PIM -161 dBc, 2:1 (3 dB), 350-5930 MHz, 500W, 4.3-10 Connectors Low PIM <Last Modified: 13-11-17>	7
Splitter	Microlab/FXR	D2-83FE	2-way Tube Style - Reactive Power Divider - Ultra Wideband 617-5925 MHz - 300W - Low PIM <-165 dBc - 4.3-10 Connectors, IP67 <Last Modified: 05-14-21>	13
Splitter	Microlab/FXR	DN-74FE (MOB)	Unequal Power Splitter (Tapper), PIM -161 dBc, 10:1 (10 dB), 350-5930 MHz, 500W, 4.3-10 Connectors, Low PIM <Last Modified: 13-11-17>	2
Splitter	Microlab/FXR	D2-83FE (MOB)	2-way Tube Style - Reactive Power Divider- Ultra Wide Band, PIM <-161 dBc, 617-5925 MHz - 4.3-10 Connectors, Low PIM <Last Modified: 28-08-19>	1

Component Group: Parking Remote

Type	Manufacturer	Model	Description	Qty
Fiber BDA	SOLID US	MROU_C_M_AC	ALLIANCE 5 WATT Remote Optical Unit Chassis - AC Power	4
Filter	SOLID US	MROU_CU7	ALLIANCE 5 WATT Combiner Unit, 8 band, includes 600/700LTE+FN, 850IC, 1900 PCS, 2100 AWS13, 2300, 2500	4
Repeater	SOLID US	MRDU_1900P	ALLIANCE 5 WATT 1900MHz Amplifier Module	4
Repeater	SOLID US	MRDU_AWS13	ALLIANCE 5 WATT 2100MHz Amplifier Module	4
Repeater	SOLID US	MROU_B	ALLIANCE 5 WATT Blank Amplifier Module MROU	16

Component Group: Terminal Passive

Type	Manufacturer	Model	Description	Qty
Antenna	CommScope	CMAx-OMF8-43-UW153	Cell-Max™ Low PIM Omni MIMO In-building Antenna, 617-6000 MHz	8
Antenna	CommScope	CMAx-LHM2-30-153	[Preliminary] Cell-Max™ Low PIM Directional High Capacity Venue 2x2 MIMO Antenna 4G/5G/C-Band, 617-960 MHz, 1695-2700 MHz and 3300- 4200MHz, 4.3-10 MHz This is an interim vex file that is based on preliminary specifications prior to official product release. Please consider design as budgetary and verify with CommScope before executing designs	6

Antenna	CommScope	CMAX-LHM2-3030-I53	[Preliminary] Cell-Max™ Low PIM Directional High Capacity Venue 2x2 MIMO Antenna 4G/5G/C-Band, 617–960 MHz, 1695–2700 MHz and 3300-4200MHz, 4.3-10 This is an interim vex file that is based on preliminary specifications prior to official product release. Please consider design as budgetary and verify with CommScope before executing designs	2
Cable	Sym Technology	SFP-3F-4310M-4310F	[3 feet] 1/4" Super Flexible Low PIM Jumper Cable, Straight 4.3-10(M) to Straight 4.3-10(F)	66
Cable	RFS	ICA12-50JPL	ClearFillLine - 1/2in Low Loss Air Dielectric Cable - Plenum Rated/ Indoor/ Outdoor Usage/ Color Blue UV rated to ASTM G155 Steiner Tunnel Test Method UL 910 NEC 820-53 (a) CMP NFPA-262 NEC Article 800 Communication Circuits ETL Listed to UL444 Canadian CSA C.22.2/FT6	3090.01 feet
Cable	Generic	Fiber_SC-APC	1 FO strand, SC-APC connectors	22641.64 feet
Cable	Sym Technology	SFP-3F-4310M-4310M	[3 feet] 1/4" Super Flexible Low PIM Jumper Cable, Straight 4.3-10(M) to Straight 4.3-10(M)	4
Cable	RFS	LCF12-50J	CELLFLEX - 1/2in Low Loss Flexible Cable - Standard Jacket/ Outdoor Usage	102.65 feet
Cable	Sym Technology	SFP-3F-716M-4310M	[3 feet] 1/4" Super Flexible Low PIM Jumper Cable, Straight 7/16 DIN (M) to Straight 4.3-10(M)	4
Connector	Microlab/FXR	4.3-10 - Male	Microlab 4.3-10 - Male Coaxial Connector, PIM <-158 dBc <Last Modified: 14-05-15>	88
Connector	Generic	SC-APC	Fiber Optic Connector - SC-APC	66
Filter	Sym Technology	SCDX-TO	Twin Diplexer, Wall mountable, -161dBc, 150W, Outdoor & Salt Fog Test Complaint IP67 & 4.3-10 (F) (Rev.2) Port 1 & 4: 80-2690MHz, Port 2 & 5: 3300-5925MHz	5
Splitter	Sym Technology	SS-3-60-W	3-Way Wilkinson Power Splitter, 600-6000MHz, -155dBc, 50W, IP67 & 4.3-10 (F)	10
Splitter	Sym Technology	SC-20-60	20dB Directional Coupler, 600-6000MHz, -161dBc, 300W, IP67 & 4.3-10 (F)	2

Component Group: Terminal Remote				
Type	Manufacturer	Model	Description	Qty
Cable	Sym Technology	SFP-3F-716M-4310M	[3 feet] 1/4" Super Flexible Low PIM Jumper Cable, Straight 7/16 DIN (M) to Straight 4.3-10(M)	1
Cable	ConductRF	FMP29-D1D2-W03	Jumper / 3 ft / Din 7/16 Male - Din 7/16 Male R/A / Low PIM / .141 Hand Formable (A29CPJ) / 50 ohm	9
Cable	Sym Technology	SFP-3F-4310M-4310M	[3 feet] 1/4" Super Flexible Low PIM Jumper Cable, Straight 4.3-10(M) to Straight 4.3-10(M)	2
Fiber BDA	SOLiD US	HROU_C_4000_AC	ALLIANCE 20 WATT Mid-Band Remote Optical Unit Chassis, AC Power, includes Optics and CPU (n77)	5
Fiber BDA	SOLiD	MROU_C_M_AC	5 WATT Remote Optical Unit Chassis - AC Power	10
Filter	SOLiD	MROU_CU4	5 WATT Combiner Unit, 7-band, includes 700LTE, 800/850, 1900 PCS, 2100 AWS, 2.5TDD, & 2.3 WCS	10
Filter	SOLiD Technologies	MROU_EF1	Cellular Pass Filtering for 5W MROUs - Rejects Public Safety Bands	9
Repeater	SOLiD	MRDU_1900P	5 WATT 1900MHz Amplifier Module	10
Repeater	SOLiD	MRDU_700LTEF	5 WATT 700MHz Amplifier Module	10
Repeater	SOLiD	MRDU_800_850C	5 WATT 800MHz & 850MHz Amplifier Module	10
Repeater	SOLiD	MRDU_AWS13	5 WATT 2100MHz Amplifier Module **Available Q3 2016	10
Repeater	SOLiD	MRDU_2300_WCS	5 WATT 2300MHz WCS Amplifier Module **Available Q3 2016	9
Repeater	SOLiD	MRDU_2500_FB_TDD	ALLIANCE 5 WATT 2500 MHz TDD Amplifier Module, 194MHz Contiguous, LTE + NR *PRELIMINARY	10
Repeater	SOLiD US	HRDU_Cband	ALLIANCE 32 WATT C-Band TDD SISO Amplifier Module, supports 3700-3980 MHz (n77)	5
Repeater	SOLiD US	HRDU_Cband_M	ALLIANCE 32 WATT C-Band TDD MIMO Amplifier Module, supports 3700-3980 MHz (n77)	2
Repeater	SOLiD US	HRDU_345	ALLIANCE 20 WATT C-Band TDD SISO Amplifier Module, supports 3450-3550 MHz (n78)	5

Repeater	SOLID US	HRDU_345_M	ALLIANCE 20 WATT C-Band TDD MIMO Amplifier Module, supports 3450-3550 MHz (n78)	3
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Wi-Fi

Line#	Part Number	Quantity	Description	Manufacturer
Core Switches				
1.0	7520-48YE-8CE-AC-F	2	Extreme 7520-48YE Switch with front-back airflow; Ships with two AC power supplies, six fans, one 4-post rack mount kit; Supports 48x 25G/10G ports with MACsec and 8x 100G/40G ports with MACsec	Extreme Networks
1.1	97004-7520-48YE-8CE-AC-F	2	EW NBD AHR 7520-48YE-8CE-AC-F	Extreme Networks
1.2	10061	4	Pwr Cord, 10A, NEMA 5-15P, IEC320-C13	Extreme Networks
1.3	25G-LR-SFP10KM	18	25G LR SFP28 10km LC connector Single-Mode MSA P/N ESPT251LR1LCL100.	Extreme Networks
2.0	100G-DACP-QSFP1M	2	100G Passive DAC QSFP28 1m MSA P/N EQPC1HPC010C0100.	Extreme Networks
IDF Switches				
3.0	5720-24MW	9	ExtremeSwitching 5720 24 100Mb/1Gb/2.5Gb/5Gb 802.3bt 90W PoE 2 stacking/QSFP28 1 unpopulated VIM slot MACsec capable includes fan modules 2 unpopulated modular PSU slots.	Extreme Networks
3.1	97004-5720-24MW	9	EW NBD AHR 5720-24MW	Extreme Networks
3.2	XN-ACPWR-1100W-FB	18	1100 Watt AC PoE Power Supply Module - Front to Back airflow	Extreme Networks
3.3	10099	18	Power Cord, 15A, USA, NEMA 5-15, IEC320-C15	Extreme Networks
3.4	5720-VIM-6YE	9	5720 Versatile Interface Module with 6 25GbE SFP28 ports, MACsec capable.	Extreme Networks
3.5	25G-LR-SFP10KM	18	25G LR SFP28 10km LC connector Single-Mode MSA P/N ESPT251LR1LCL100.	Extreme Networks
DMZ Switches				
4.0	5520-24X	2	ExtremeSwitching 5520 24 1Gb/10Gb SFP+ ports 2 stacking/QSFP28 1 unpopulated VIM slot includes 2 fan modules 2 unpopulated modular PSU slots.	Extreme Networks
4.1	97004-5520-24X	2	EW NBD AHR 5520-24X	Extreme Networks
4.2	XN-ACPWR-350W-FB	4	350 Watt AC Power Supply Module - Front to Back airflow	Extreme Networks

4.3	10061	4	Pwr Cord, 10A, NEMA 5-15P, IEC320-C13	Extreme Networks
4.4	100G-DACP-QSFP1M	2	100G Passive DAC QSFP28 1m MSA P/N EQPC1HPC010C0100.	Extreme Networks
Wireless Controllers				
5.0	E3125	2	ExtremeCloud IQ Controller E3125 – Large Venues edition, expandable to 10,000 devices per appliance. 20,000 in HA mode. Version 10 and above requires separate activation key (XIQ-CACT-HW) and XIQ Pilot or XIQ Navigator right-to-use licenses per managed device.	Extreme Networks
5.1	97000-E3125	2	EW TAC & OS E3125	Extreme Networks
5.2	XIQ-CACT-HW	2	ExtremeCloud IQ Controller Activation License for Hardware Appliances	Extreme Networks
5.3	PSI-1300W-APL	2	1300W Redundant power supply for network appliances E3120/E2122/4120C (validate supported model numbers before ordering)	Extreme Networks
5.4	10138	4	PWR CORD, NEMA, 13A, NEMA 5-15P, C13, ST	Extreme Networks
5.5	100G-DACP-QSFP1M	4	100G Passive DAC QSFP28 1m MSA P/N EQPC1HPC010C0100.	Extreme Networks
Access Points				
6.0	AP5020-WW	93	Indoor Tri Radio Wi-Fi 7 AP, 2.4 GHz, 5GHz, 6GHz & Multirate Port, Internal antennas. TBar, Incl Mt (AH-ACC-BKT-AX-TB). Domain: World SKU	Extreme Networks
6.1	97000-AP5020-WW	93	EW TAC & OS AP5020	Extreme Networks
8.0	AP5050D-WW	16	Outdoor Internal Directional Antenna Tri Radio WiFi 6E AP (4x4:4), 2.4 GHz, 5GHz, 6GHz & Multirate Port, Directional Antennas: software selectable: 30° or 70°. Mounting sold separately. Domain: World Sku	Extreme Networks
8.1	97000-AP5050D-WW	16	EW TAC & OS AP5050D-WW	Extreme Networks
8.2	MBO-ART03	16	MBO-ART03 2-axis articulating mounting bracket (+/- 80 deg tilt, 10 deg increments). 3 position extension arm (7.0, 8.5, 10.0 inches). Must be used with ACC-MBO-KT-AX	Extreme Networks
9.0	AP5050U-WW	4	Outdoor Tri Radio WiFi 6E AP (4x4:4), 2.4 GHz, 5GHz, 6GHz & Multirate Port, Internal Omni antennas. Mounting sold separately, Domain: World Sku	Extreme Networks
9.1	97000-AP5050U-WW	4	EW TAC & OS AP5050U-WW	Extreme Networks

9.2	MBO-ART03	4	MBO-ART03 2-axis articulating mounting bracket (+/- 80 deg tilt, 10 deg increments). 3 position extension arm (7.0, 8.5, 10.0 inches). Must be used with ACC-MBO-KT-AX	Extreme Networks
Licenses				
7.0	XIQ-PIL-S-C-EW	128	ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for one (1) device (1 year) [Term: 1 Year]	Extreme Networks

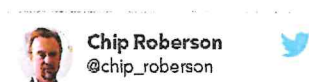
Incorporate a revenue-generating advertisement element into the Public Wi-Fi solution additive alternate.

As the world's largest Wi-Fi sponsorship platform, Boingo Media enables one-click, sponsored access to lightning-fast, free Wi-Fi. This enables BUR to generate revenue with every Wi-Fi session while ensuring passengers have an outstanding passenger experience.

For more than 15 years, Boingo has pioneered the use of sponsored Wi-Fi access. The Boingo Media platform is the world's leading Wi-Fi advertising platform and was awarded the "Best Digital Video Ad Platform" in the Cynopsis Digital Model D Awards.

Our experienced media sales and operations team is in-house—**something no other third-party operator or Tier 1 carrier can boast**. This has enabled us to develop rich, long-term partnerships with some of the world's leading brands and agencies. Below is just a partial list of the brands that have utilized the Boingo Media platform to reach travelers.

Airlines	Consumer Goods	Finance	Luxury	Technology	Tourism Boards
- Air France - American Airlines - Austrian Airlines - Avianca Brazil - Cathay Pacific - Hawaiian Airlines - Southwest Airlines - Turkish Airlines - United Airlines	1-800-Flowers - Absolut Pernod - Advil - Chives - Dockers - Duracell - Kaiser - McDonald's - Nissan - Pandora - Peloton - Starbucks - Vineyard Vines - Volkswagen - Wonderful Pistachios	- American Express - Bank of America - Blackrock - Chase - Discover Card - Fifth Third Bank - H&R Block - HSBC - MasterCard - PWC - Santander Bank - Visa - Zelle	- Armani - Calvin Klein - Carolina Herrera - Chanel - Dior - Dolce & Gabbana - Estee Lauder - L'Oréal - Prada - Ralph Lauren - Tiffany	- Amazon - AOL - Apple - Audible - AWS - Cisco - Duck Duck Go - eBay - IBM - LinkedIn - Microsoft - Norton - Postmates - Salesforce - Samsung - SAP - Shutterfly - Yelp	- Arizona Tourism - Aspen Tourism - Jackson Hole - Mexico Tourism - New Mexico Tourism - Taipei Tourism - Texas Tourism - Tourism Australia - Visit Orlando - Visit Phoenix - Visit South Walton - Visit Tucson
Travel		Entertainment	Hotels		
- Amtrak - Celebrity Cruises - Disneyland - Enterprise - Lyft - Norwegian Cruise Lines - Sea World - Uber - Walt Disney World		- Amazon Prime - HBO - Hulu - Netflix - Showtime	- Choice Hotels - DoubleTree - Hotels.com - Hyatt - IHG - La Quinta - Marriott - Wynn Las Vegas		



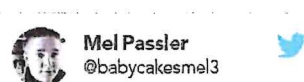
Chip Roberson
@chip_roberson

The one time I don't mind watching an ad is when I'm given real value in return, like airport #wifi. @boingo @Delta @AmericanExpress #MSP



Erin McNamara
@erinemac

Wow, thanks @BankofAmerica for the free wifi at @flyLAXairport! Now able to get work done...and the travel card looks good too #travelperks



Mel Passler
@babycakesmel3

Free #wifi at #JFKAirport for downloading the @amazon app! Thanks @united !!!

In addition to paid sponsorships, the BUR team can use the Boingo Media platform to run “house ads” at no cost. Furthermore, local governments, like the Los Angeles Department of Public Health, have utilized the Boingo Media platform to reach the traveling public with campaigns such as “Vaccinate LA County.”

We understand the Authority's goal of creating a revenue-generating advertisement element while enabling a frictionless user experience. For BUR, we have identified two options BUR can leverage.

- A short-form pre-roll (0:15), similar to what a user encounters on websites/apps like ESPN or Instagram or to connect to free in-flight Wi-Fi. Select “**See How It Works**” for a demonstration of this format.
- A one-click to connect splash page without video known as the "billboard" format.

Our experienced, in-house media team will work with the Authority to determine the best path forward to reach the optimal balance between revenue generation and passenger experience.

Describe a detailed implementation plan and timeline outlining key milestones, tasks, and strategic approach to ensure efficient deployment and ongoing services.

IMPLEMENTATION PLAN

Boingo understands the importance of timely delivery of the DAS and Wi-F for this project and the need for carrier support, design approval, and onboarding. Accordingly, if awarded, Boingo will work closely with BUR and the carriers to establish and finalize a build scope, plan, and schedule acceptable to the parties. Additionally, Boingo will work closely with all parties to assess opportunities to accelerate the process to meet project objectives.

Based on the construction schedule and dates provided by the Authority and our experience, we are confident that Boingo can meet the Authority’s objectives of having the DAS and Wi-Fi network fully installed and carriers **on air well ahead of the RPT opening date**. We expect to have the network fully installed by July 2026 and will be performing testing, optimization, and closeout tasks from July to September. Ongoing optimization will occur after the opening of the Airport when the airport is operational and at load.

PROJECT SCHEDULE			
TASK	START	FINISH	COMMENTS
BUR Service Commencement Date	04/03/25	04/03/25	Milestone
Preliminary Design Phase	04/03/25	05/02/25	
Preliminary DAS and Wi-Fi Designs	---	---	Included with proposal.
Initial Team Site Walks/Project Kickoff	04/07/25	04/09/25	
Develop DAS/Wi-Fi/HE Design Construction Drawings	04/07/25	04/30/25	
Complete Venue DAS/Wi-Fi Design Reviews	04/08/25	04/09/25	
Update DAS/Wi-Fi Designs	04/10/25	04/24/25	
Review 50% DAS/Wi-Fi/HE Design Construction Drawings	05/01/25	05/02/25	



Obtain Venue Approval for DAS/Wi-Fi Designs	05/01/25	05/02/25	
Final Design Phase	05/05/25	08/29/25	Milestone
Share DAS Designs with Carriers/Obtain Feedback	05/05/25	05/30/25	
Develop 90% DAS/Wi-Fi Construction Drawings	05/05/25	05/24/25	
Develop DAS Design (90% Design)	06/02/25	06/13/25	
Generate Scopes of Work for Installation	06/02/25	06/06/25	
Obtain Venue Approval for 90% Design & CDs	06/16/25	06/17/25	
Conduct Bid Walk with Contractors	06/18/25	06/20/25	
Compile Final Design Project Costs	07/14/25	07/18/25	
Deliver Final Design Project Costs to the Carrier Team	07/23/25	07/23/25	
Execute First Carrier Access Agreement	07/23/25	08/29/25	Milestone
Construction Phase	09/01/25	08/07/26	Interior work completed in advance of 05/08/25 BUR Interior Finishes complete
Obtain Venue Approval for Construction	09/01/25	09/01/25	
Order NOC Monitoring Circuit	09/02/25	09/02/25	
Obtain Electrical/Construction Permits	09/01/25	12/01/25	
Update Project Costs and Budget	09/01/25	09/12/25	
Order Long Lead Items & Issue Critical POs	09/15/25	09/19/25	
Order Remaining Materials & Issue Remaining Construction POs	10/20/25	11/08/25	
Receive Materials	11/11/25	12/13/25	
Configure APs/Switches	12/01/25	12/20/25	
Complete Pre-Construction Meeting	01/05/26	01/06/26	Garage install to be completed before 02/25/26
Install Cable Conduit/Pathways	01/05/26	03/27/26	
Complete Fiber Backbone Installation	01/23/26	04/15/26	As Needed
Complete DAS & Wi-Fi Cabling, DAS Antenna and AP Installation	01/23/26	4/15/26	Interior work complete in advance of 05/08/25 BUR Interior Finishes complete
Install Headend/IDF Electrical	01/05/26	03/27/26	
Install DAS Remote Hardware, Wi-Fi Switches in IDFs	03/03/26	07/10/26	
Install Headend Hardware	06/08/26	07/10/26	
Obtain Substantial DAS Construction Complete Certificate from Carriers	07/13/26	07/13/26	Milestone

Confirm NOC Monitoring	07/31/26	07/31/26	
Wi-Fi Network Certification	08/03/26	08/07/26	
Test, Accept, Launch Phase	07/13/26	09/30/26	Milestone
Complete DAS Green Light, CW Testing & Optimization	07/13/26	08/14/26	
Complete WIFI QA Field Survey/RF Review/Optimization	08/14/26	09/18/26	
Issue Notice to Proceed to Carriers for Radio Installation	07/31/26	07/31/26	Carrier Contracts could pull this date in
Carriers BTS Equipment/POI Connections Installed and Tested	08/03/26	09/18/26	Stagger VZW/TMO/ATT HE installs as needed
Complete Carrier Integrations & DAS Commissioning	08/17/26	09/29/26	Stagger VZW/TMO/ATT DAS Commissioning
DAS & Wi-Fi Launch/In-Service Date	09/30/26	09/30/26	Milestone
Optimization and Closeout Phase	10/01/26	12/23/26	Network
Complete DAS & Wi-Fi Optimizations	10/01/26	11/30/26	
Compile DAS Carrier Closeout Packages	10/01/26	11/30/26	
Carrier DAS Acceptance Certifications	12/15/26	12/15/26	
Submit DAS & Wi-Fi As-Built Designs & CDs to Venue	12/23/26	12/23/26	
Operations & Maintenance Phase	09/30/26	---	Ongoing

Design Packages

To ensure a positive customer experience, Boingo will develop the as-built documents in AutoCAD and submit them electronically to the Authority for review and approval. The Final As-Built Drawings will include:

FINAL AS-BUILT DRAWING SUBMITTALS	
DELIVERABLE	DESCRIPTION
Detailed Design	- Final RF Design - Reviewed and stamped by an RF Engineer - Final Installation Design - Reviewed and stamped by a Professional Engineer
Floor Plan Drawings	- Reflect the true "installed conditions" and indicates: - Device locations - Device legends - Device names - All cable and fiber routes
Rack Elevations	Featuring installed equipment in IDF/MDF/TR/IT/DAS headend rooms

Provide a brief description of how the Respondent plans to effectively integrate with the DB Contractor for an efficient deployment.

As mentioned in the sections above, Boingo has worked extensively deploying DAS and Wi-Fi network infrastructure in new construction environments. Our team has an established track record of success integrating with design-build contractors and project stakeholders, having recently completed new builds at iconic venues such as Intuit Dome, SDSU's Snapdragon Stadium, and, most similar to BUR, the PDX Terminal Core Redevelopment Project. Boingo has an established playbook and best practices that will be applied to ensure the project is completed on time, safely, and exceeds the standards of the Authority. Some of these best practices include:

- Boingo project team will familiarize themselves and follow the guidelines and standards set forth in the "Hollywood Burbank Airport Replacement Passenger Terminal Project Tenant Construction Information" document provided as part of this RFP.
- Boingo will complete all prerequisites to begin work on site
- Boingo will conduct a kickoff meeting with DB Contractor and any necessary partners to review the design, project and overall approach, and attend weekly meetings held by the DB Contractor.
- Boingo will work with DB Contractor and respective trades to stay ahead of room and ceiling closures. It is critical to have the network infrastructure installed ahead of interior finish work to meet the overall project schedule and ensure TCO.
- Boingo will communicate concisely and transparently with DB Contractor and project stakeholders. Boingo will work as a part of the collective team which is paramount to the overall success of the project.
- Boingo will ensure its employees and contractors complete all Site Safety Orientation and Weekly Safety Meetings and comply with all Personal Protective Equipment Requirements.

Provide a brief description of how the Respondent plans to effectively integrate with the Authority for ongoing service contracts.

Boingo will effectively work with the Authority and its stakeholders, partners, and vendors during both the Pre-Concession Phase and during the Concession. During Pre-Concession, Boingo will meet with the Authority and DB Contractor to understand any contractual obligations and navigate accordingly. The Boingo dedicated Account Manager will be responsible for understanding the framework working with the Authority, tenants, and partners on a day-to-day basis.

Provide details on the warranty and maintenance terms, specifying durations of coverage, and services, and outlining options for warranty extensions, and maintenance plans to ensure a comprehensive understanding of ongoing support and services.

The proposed DAS equipment is covered under SOLiD's 3-year warranty, starting at the time of delivery. For the Wi-Fi solution, Extreme Networks has agreed to start the warranty once it has been accepted at BUR. Additionally, Extreme Networks allows the APs to be painted without voiding the warranty—unlike other Wi-Fi OEMS—providing BUR with the benefit of aesthetically camouflaging APs as needed. Boingo acknowledges that we will effectively operate and maintain each component of the system and all the hardware and software necessary for its efficient operation. Boingo will work with the hardware manufacturers to stock a variety of critical equipment spares and develop an advanced return merchandise authorization (RMA) strategy.

Boingo maintains the experience, processes, and relationships to fulfill any level of onsite repair and troubleshooting during and after equipment warranty periods. Each support option below is subject to the terms outlined in the SLA and related commercial agreements. Boingo maintains

an installation and on-demand break/fix relationship with a number of nationwide and regional on-site services providers. We are accustomed to and proficient at rapidly building and maintaining global wireless access networks down to the venue level, leveraging the below solutions, as appropriate, to adhere to required service levels.

- **Dedicated on-site engineers:** To support the largest, most critical locations and services, Boingo has dedicated engineers on-site for a minimum of eight hours/day for maintenance and immediate local support of issues.
- **Shared on-site engineers:** For slightly less critical services in which several locations are geographically clustered, Boingo has dedicated engineers on-site in at least one location daily with a short transit to other clustered locations, if needed.
- **Retained contracted services:** Where appropriate, Boingo retains break/fix and maintenance contracts with local trained, badged, and preferred contractors for 24/7 response within agreed upon SLAs.

DAS & WI-FI MAINTENANCE PLAN

Boingo's solution includes a detailed maintenance plan designed to integrate with the Authority's ongoing service contracts while driving consistency and delivering optimal system performance. Please see the overview below of the activities and frequency associated with preventative maintenance Boingo will perform over the duration of the contract:

ITEM	DESCRIPTION
Network Maintenance & Repair	• Address network issues according to agreed-upon Service Level Availability (SLA). • Alarm Management Process: 1. The Boingo NOC Analyst receives an alert from the monitoring system or a user. 2. The Boingo NOC Analyst troubleshoots and generates an internal NOC Ticket that automatically generates an external notification to the venue customer. 3. If the NOC cannot resolve the issue, the ticket will be sent to the Boingo Operations Field Engineer (FE) assigned to the venue. 4. The Boingo FE will begin advanced remote troubleshooting (timeline & additional venue notifications depend on the issue Severity) and, if unable to resolve, will dispatch themselves and/or a subcontractor partner to the venue. 5. With the Boingo NOC & Engineering teams, the Operations FE will troubleshoot until it is repaired. 6. The Boingo NOC will continue monitoring the problem area as needed before formally resolving the issue and closing the ticket. • All network device software/firmware configurations are backed up and maintained per company policy. • All service-affecting maintenance performed during established maintenance window periods except as needed to restore service. • Troubleshoot and repair known existing issues via remote connection.



	• Order required materials to complete repairs during the health check. • Continue troubleshooting during health checks as necessary • Troubleshoot and repair all alarms as currently present in the network management system, as possible via remote connection. • Verify in the DAS management system that all carriers have the expected input power into the DAS. • Verify in the DAS management system that all amplifiers are outputting the expected output power. • Confirm Wi-Fi controller configurations: – Access point groups – Tx power – Channel assignments – Frequency band utilization – Verify switch and router port labeling • Note any potential areas of concern and plan a resolution timeline accordingly. • Submit Weekly Performance Report. • Review and Discuss Report Findings during Bi-Weekly Status Meetings.
HVAC Maintenance (if applicable)	• Schedule: 1-4 times/year as the manufacturer requires. • Perform standard maintenance per manufacturer guidance. • Standard maintenance for inspection/replacement: – Inspect refrigerant charge as needed – Clean and/or replace all air filters – Clean indoor and outdoor units from any debris – Inspect for proper cooling – Inspect and clean drain pans and drain lines for any algae buildup – Inspect blower and grilles to ensure that air moves freely – Inspect Fan belts – Inspect and clean condenser and evaporator coils – Inspect wiring and connections – Make sure the unit cycles on and off properly – Inspect amperes on the fan motor and compressor for regular readings
Fire Suppression System Maintenance (if applicable)	• Check for any undue noise or vibration • Schedule: 1-4 times/year as required by the manufacturer and Authority Having Jurisdiction (AHJ), usually the local Fire Department. • Inspect the system to determine whether it is in service and satisfactory condition per NFPA standards. • Identify potentially detrimental site conditions that could compromise the performance of mechanical and/or electronic components of the system. • Inspect for adequate clearance and condition of the discharge devices to allow for proper distribution and activation.

	- Inspect each release control device for proper position, general condition, accessibility, and appropriate signage: - Inspect and conduct required tests for each particular hazard system. - Inspect the fire department connection couplings, caps, threads, clappers, check valves, and drains (where applicable). - Inspect the general condition of visible and accessible piping, hoses, hangers, drain valves, gauges, and related equipment. - Inspect cylinders, straps, and outlet fittings connected to the discharge manifold for tightness and bracing. - Check for the proper quantity of extinguishing agent, check storage pressure, and record the last hydro-test for agent cylinders and hoses.
Physical Inspection of Wireless Networks/Systems	- Schedule: Annually or per SLA. - Headend/Core: System physical inspection for proper labeling, security, cable management, connections, cleanliness, and device alarms not detected remotely. Clean filters on equipment where applicable. Ensure equipment is secure, and there are no safety concerns. - DAS Remote Radio Units: Inspect the physical condition of the DAS remotes, looking for signs of damage, corrosion, or loose connections. - Access Points & Antennas: Visual inspections are done to ensure the device is secure and, where applicable, the azimuth is as designed and that there are no environmental changes that would impede the RF signal. - IDFs: Verify that all cables and connectors are securely attached and undamaged. Inspect for general cleanliness and vacuum for dust and debris as needed. Ensure equipment is secure, temperature is within operating limits, and no safety concerns exist. - Fiber Infrastructure: Physical inspection to check for signs of damage, loose connections, or cable degradation. Clean all fiber connectors on any system with greater than 2.5 dB of optical loss and validate that connections are correctly labeled.
UPS Maintenance	- Physical Inspection of all connections and battery cells for corrosion, deterioration, torque, signs of overheating, and abnormalities. - Physical inspection of UPS for any alarms/notifications not detected remotely. - General cleanliness. Vacuum for dust/debris. - Verify proper voltage from each cell
Remote Maintenance	Remotely complete system software upgrades, security patches, and backups.
Network Performance Monitoring Probes	Probes simulate users by completing speed tests, watching online videos, uploading and downloading files to file-share

Periodic RF Walk Testing

- sites, and collecting information from the RF environment regularly throughout the day.
- Probes provide data to expand system monitoring capabilities and enhance network KPIs for reports and dashboards.
- Schedule: Following all hardware upgrades and per SLA.
- Collect signal data to ensure no degradation from design specifications.
- Using a spectrum analyzer, collect UL noise at the head-end (DAS only).
- Plots of individual channels on which macro interference is present (DAS only).
- Collect RF KPI measurements using an RF scanner in all areas covered by the DAS network for all active DAS inputs, including:
 - TOPN plots
 - RSRP
 - RSRQ
 - SINR
- Identify channel utilization and check for interference.
- RF power level validation testing.
- Complete throughput testing.
- Test connectivity, latency, & roaming.

Additional Disaster Recovery and Backup Plan

Due to the ever-evolving nature of network needs and related project risks, it is critical that BUR partners with a provider with a solid track record of deployment and operational experience across multiple technologies in the transportation sector. Our Disaster Recovery and Backup Plan provides continuity and recovery of our technology infrastructure and information, prevents the loss of company information, customer data, and transactions, and resumes primary business functions as soon as possible.

Methodology

Boingo is committed to the continuity of wireless service despite unpredictable events. Because we regularly test our critical business applications, we are fully equipped to continue operations in the event of a business interruption and resume operations quickly following a disaster.

Scenario Testing

Additionally, we partner with a vendor that provides data center and network recovery services if our facilities are unusable because of an incident. We have also established and rehearsed standardized procedures, including regularly scheduled back-ups and offsite storage, and teams that can quickly assess the incident, communicate the situation to senior management, and manage the recovery process.

The proposal shall be fully inclusive of all direct and indirect costs, fees, risks, and profits to deliver the Scope as defined in Exhibits A & B, relevant attachments, and the design drawings. This includes costs for day-to-day operations and maintenance and modifications or replacements of any equipment.

Boingo confirms that the proposed solution includes all direct and indirect costs, fees, risks, and profits to deliver the Scope as defined in Exhibits A & B, relevant attachments, and the design drawings.

6. PRICING STRUCTURE - CELLULAR CARRIER NEUTRAL HOST DISTRIBUTED ANTENNA SYSTEM

Provide a transparent and comprehensive pricing structure for the installation, maintenance, and continuous support of Cellular DAS and Public Wi-Fi. Clearly outline all relevant costs and details to ensure clarity and understanding of the financial aspects associated with the proposed Cellular DAS and Public Wi-Fi. Refer to Exhibit C – Pricing Structure. In the event the Concessionaire and/or the individual cellular carriers begin to provide new service offerings, utilizing new technologies (e.g., providing broadband data service using 5G technologies, and future Wi-Fi standards), any additional revenue generated, through the use of the Cellular DAS and Public Wi-Fi, will be subject to a new revenue sharing agreement with the Authority, to be negotiated prior to such services being brought online.

Revenue and Financing Model

Boingo is a leading neutral host provider with more than 25 years' experience delivering both DAS and Wi-Fi solutions to some of the world's most iconic venues and dynamic ownership groups. As the leader in new construction and airport deployments, we believe we are uniquely positioned to deliver the services described in the DAS and Wi-Fi RFP(s). Our proposal is designed to meet the priorities of Hollywood Burbank Airport, however, if there are categories, timing, etc., that better meet your operational needs, we would happily tailor a financial structure that meets and exceeds your objectives.

CELLULAR DAS + PUBLIC WI-FI (\$7.28M IN VALUE TO BUR)

Boingo proposes to design, build, operate, and maintain a state-of-the-art 5G Neutral Host DAS and Public Wi-Fi network at **no cost to Hollywood Burbank Airport**. The DAS and Wi-Fi will be deployed with the latest technology and our proposed solutions exceed the requirements outlined in Exhibit A and Exhibit B and throughout the RFP.

Included at no cost to Hollywood Burbank Airport (\$4,550,000 in value to BUR)

- Turnkey 5G Neutral Host DAS (\$2.96M)
- Turnkey Public Wi-Fi 7 (\$850,000)
- World Class Maintenance Monitoring Program (\$740,000)

Revenue to Hollywood Burbank (\$2,734,000)

In addition to the zero-cost infrastructure and full management of the DAS and Public Wi-Fi, our proposal includes both guaranteed revenue in the form of milestone-based payments, and Minimum Annual Guarantee (MAG) with a 5% escalator, and variable revenue that allows the Authority to share in additional upside throughout the 10-year term.

Revenue Payment Summary- Cellular DAS + Public Wi-Fi

	Payment Type	Amount
Milestone Payments	Upfront Payment at Construction Start	\$75,000
Milestone Payments	Carrier On Boarding	\$375,000
Recurring Payments	Minimum Annual Guarantee	\$1,509,000
Recurring Payments	Revenue Share (50%)	\$775,000
	Total Payments to Authority (10 yr)	\$2,734,000

The subsequent section provides further clarification and detail to our financial proposal.

Milestone Payments: (\$450,000)

Upfront (\$75,000)

Boingo will pay the Authority seventy-five thousand dollars (\$75,000) at commencement of construction.

Carrier On-Boarding Payments (\$375,000)

Boingo will pay the Authority one hundred twenty-five thousand dollars (\$125,000) per carrier at executing a carrier user agreement for a total of three hundred seventy-five thousand dollars (\$375,000).

Recurring Payments: (\$2,284,000)

Minimum Annual Guarantee (\$1,509,000)

Boingo will pay the Authority a Minimum Annual Guarantee (MAG) in the amount of one hundred twenty thousand dollars (\$120,00) per year. The MAG will also include an annual escalator of 5%. The total of MAG with the 5% escalator applied is (\$1,509,000) over the 10-year term. Boingo is flexible on the payment schedule and will accept monthly, quarterly or annual payments based on the Authority's preference.

Estimated Revenue Share Upside to Authority ~ (\$775,000 additional upside)

If revenue exceeds the Minimum Annual Guarantee, Boingo will provide a 50% share of revenue collected from the DAS and Wi-Fi networks to the Authority. Boingo has carefully evaluated Hollywood Burbank Airport and, given extensive experience operating DAS and Wi-Fi networks in airports. We estimate payments to the authority to exceed (\$775,000) dollars in addition to the (\$1,509,000) MAG for a total of (\$2,284,000) recurring revenue payments over the 10-year term.

Cellular DAS + Public Wi-Fi

Construction Commencement Payment	\$75,000
Carrier On Boarding Payment	\$375,000
Guaranteed Upfront Payments to Authority	\$450,000
Estimated Respondent Costs (Boingo)	\$3,811,000

	Year 0	Yrs 1-10 Total	Yrs 1-20 Total
Estimated Carrier Access Fees		\$3,742,257	\$8,483,296
Revenue Share			
MAG		1,358,412	3,571,123
Payments to Authority	\$850,000	\$1,871,128	\$4,254,365

Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
	\$336,000	\$343,920	\$352,045	\$360,381	\$368,934	\$377,710	\$386,714	\$395,953	\$405,435	\$415,165
	72,000	74,160	76,385	78,676	81,037	83,468	85,972	88,551	91,207	93,944
	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
	120,000	126,000	132,300	138,915	145,861	153,154	160,811	168,852	177,295	186,159
\$450,000	\$204,000	\$209,040	\$214,215	\$219,529	\$224,985	\$230,589	\$236,343	\$242,252	\$248,321	\$254,554

Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
\$425,128	\$435,330	\$445,778	\$456,476	\$467,430	\$478,648	\$490,135	\$501,897	\$513,942	\$526,276
96,762	99,665	102,655	105,734	108,906	112,174	115,539	119,005	122,575	126,252
50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
195,467	205,241	215,503	226,278	237,592	249,471	261,945	275,042	288,794	303,234
\$260,945	\$267,498	\$274,216	\$281,105	\$288,168	\$295,411	\$302,837	\$310,451	\$318,259	\$326,264

Assumptions and Clarifications

- Our financial proposal and assumptions are based on the technical requirements and information provided in the RFP, including all Addendums, Exhibits, and documentation during the solicitation.
- Revenue will be generated from both the DAS and Public Wi-Fi solutions. Wireless Carriers will pay access fees for DAS, and Wi-Fi will generate revenue through authority-approved advertising, media, and off-loading opportunities.
- The model assumes the internet backhaul for the Public Wi-Fi will be furnished by the Authority.
- The upfront Public Wi-Fi capital investment is limited to (\$850,000) per the current scope outlined in the RFP.
- There are no upfront or recurring fees to build, manage, and operate the Cellular DAS and Public Wi-Fi network at Hollywood Burbank Airport.
- Upgrades and new revenue-generating technologies throughout the term will be handled with either an amendment or new agreement per the RFP.
- Boingo provides timely payments to its clients, however, if payment is late to the Authority, Boingo would recommend a 15-day grace period and a 10% penalty fee.
- Boingo would be happy to discuss a mechanism that works for the Authority to ensure a transfer of assets at the end of term.

ALTERNATIVE STRUCTURE: CELLULAR DAS WITH NO PUBLIC WI-FI (\$6.21M)

In addition to the above proposal, Boingo is willing to provide Cellular DAS as a standalone solution should the Authority prefer to remove the Wi-Fi additive Alternate from the proposed scope.

Boingo would design, build, operate, and maintain state-of-the-art 5G Neutral Host DAS at **no cost to Hollywood Burbank Airport**. The DAS will be deployed with state-of-the-art technology and follow the requirements outlined in Exhibit A of the RFP. Similar to the structure above, Boingo would provide a turnkey DAS and ongoing operation at no cost to the Authority.

Included at no cost to Hollywood Burbank Airport \$3,490,000 in value to BUR)

- Turnkey 5G Neutral Host DAS (\$2.96M)
- World Class Maintenance Monitoring Program (\$530,000)

Revenue to Hollywood Burbank Airport (\$2,720,000)

In addition to the zero-cost infrastructure and full management of the DAS, the proposal includes guaranteed revenue in the form of milestone-based payments and a Minimum Annual Guarantee (MAG) with a 5% escalator and variable revenue that allows the Authority to share in additional upside throughout the 10-year term.

Guaranteed Revenue Payment Summary- Cellular DAS only

	Payment Type	Amount
Milestone Payment	Upfront Payment at Construction Start	\$100,000
Milestone Payment	Carrier On Boarding	\$750,000
Recurring Payments	Minimum Annual Guarantee	\$1,358,000
Recurring Payments	Revenue Share (50%)	\$512,000
	Total Guaranteed Payments to Authority	\$2,720,000

Milestone Payments: (\$850,000)Upfront (\$100,000)

Boingo will pay the Authority one hundred thousand dollars (\$100,000) at the commencement of construction.

Carrier On-Boarding Payments (\$750,000)

Boingo will pay the Authority two hundred fifty thousand dollars (\$250,000) per carrier at executing a carrier user agreement for a total of seven hundred fifty thousand dollars (\$750,000).

Recurring Payments: (\$1,870,000)Minimum Annual Guarantee (\$1,358,000)

Boingo will pay the Authority a Minimum Annual Guarantee (MAG) in the amount of one hundred eight thousand dollars (\$108,00) per year. The MAG will also include an annual escalator of 5%. The total of MAG with the 5% escalator applied is (\$1,358,000) over the 10-year term. Boingo is flexible on the payment schedule and will accept monthly, quarterly or annual payments based on the Authority's preference.

Estimated Revenue Share Upside to Authority ~ (\$512,000) additional upside)

If revenue exceeds the Minimum Annual Guarantee, Boingo will provide a 50% share of revenue collected from the DAS and Wi-Fi networks to the Authority. We estimate payments to exceed (\$512,000) dollars in addition to the (\$1,358,000) MAG for a total of (\$1,870,000) dollars in recurring revenue payments over the 10-year term.

Cellular DAS Only

Construction Commencement Payment	\$100,000
Carrier On Boarding Payment	\$750,000
Guaranteed Upfront Payments to Authority	\$850,000
Estimated Respondent Costs (Boingo)	\$2,961,000

	Year 0	Yrs 1-10 Total	Yrs 1-20 Total
Estimated Carrier Access Fees		\$3,742,257	\$8,483,296
Estimated Offload and Advertising		825,399	1,934,667
Revenue Share			
MAG		1,509,347	3,967,914
Payments to Authority	\$450,000	\$2,283,828	\$5,208,982

Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
	\$336,000	\$343,920	\$352,045	\$360,381	\$368,934	\$377,710	\$386,714	\$395,953	\$405,435	\$415,165
	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
	108,000	113,400	119,070	125,024	131,275	137,838	144,730	151,967	159,565	167,543
\$850,000	\$168,000	\$171,960	\$176,023	\$180,191	\$184,467	\$188,855	\$193,357	\$197,977	\$202,717	\$207,582
Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	
\$425,128	\$435,330	\$445,778	\$456,476	\$467,430	\$478,648	\$490,135	\$501,897	\$513,942	\$526,276	
50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	
175,921	184,717	193,952	203,650	213,833	224,524	235,750	247,538	259,915	272,911	
\$212,564	\$217,665	\$222,889	\$228,238	\$233,715	\$239,324	\$245,067	\$250,949	\$259,915	\$272,911	

Assumptions and Clarifications

- Our financial proposal and assumptions are based on the technical requirements and information provided in the RFP, including all Addendums, Exhibits, and documentation during the solicitation.
- Revenue will be generated from Neutral Host DAS. Wireless Carriers will pay access fees for DAS, which will be shared with The Authority.
- There is no cost or fee to Hollywood Burbank Airport for the DAS.
- Upgrades and new revenue-generating technologies throughout the term will be handled with either an amendment or new agreement per the RFP.
- Boingo provides timely payments to its clients, however, if payment is late to the Authority, Boingo would recommend a 15-day grace period and a 10% penalty fee.
- Boingo would be happy to discuss a mechanism that works for the Authority to ensure a transfer of assets at the end of the term.

7. CONCESSION AGREEMENT ACKNOWLEDGEMENT STATEMENT

A sample Concession Agreement will be issued in an addendum to this RFP as Exhibit D. Respondent must include in its proposal a sample agreement acknowledgment statement indicating either: (i) Respondent will execute the sample agreement as presented; or (ii) Respondent objects to language in the sample agreement. If Respondent objects to any language contained in the sample agreement, then Respondent must identify the contested contract language and shall submit alternative contract language for consideration. Proposals that do not expressly declare such a statement related to their acceptance of the sample agreement, and that do not identify contested contract language and include alternative contract language, shall be deemed nonresponsive. The scope, nature, and severity of the alternative contract language submissions (particularly as they relate to the indemnification requirement) may result in a reduced score. The Authority reserves the right to alter the sample agreement after the selection of a firm with notice and agreement to the proposed awardee.

#	LOCATION IN RFP DOCUMENT	OBJECTION	ALTERNATIVE PROVISION
1	20.6	Business Interruption Insurance	Boingo will provide a more reasonable limit to the amount of economic loss that could occur due to our system.
2	20.8	Commercial Crime Insurance	Criminal, Intentional, or Fraudulent Acts are excluded from most insurance policies and likely would not apply in this situation in any event.
3	2.3	Expiration Date; Option to Extend	Boingo is willing to discuss this further with the Authority but would prefer to align the Expiration Date to the System On Air Date in the event the RPT Opening Date changes.
4	3.3	Non-Exclusive Rights	We understand the Authority cannot grant Boingo exclusive rights to all FCC licensed frequencies, such as those utilized by Air Traffic Control or Ground Operations; however, Boingo would just need exclusivity to frequencies used by wireless carriers.

8. INSURANCE

Respondent shall provide a sample certificate of insurance that accurately represents and verifies that the required insurance coverage will be met. The requirements are listed in Exhibit D – Concession Agreement.

LIABILITY INSURANCE

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 1/31/2025	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo CA 92656		CONTACT NAME: RJ Simmons PHONE (A/C, No. Ext): 949-544-8461 FAX (A/C, No.): E-MAIL ADDRESS: occerts@MarshMMA.com			
INSURED Boingo Wireless, Inc. 17 Cowboys Way, Suite 400 Frisco, TX 75034		License#: 0H18131 BOINGWIREL		INSURER(S) AFFORDING COVERAGE INSURER A: Berkley National Insurance Company INSURER B: Berkley Regional Insurance Company INSURER C: Riverport Insurance Company INSURER D: Underwriters at Lloyd's London INSURER E: INSURER F:	
				NAIC # 38911 29580 36684 55555	
COVERAGES CERTIFICATE NUMBER: 790623879 REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSUR	TYPE OF INSURANCE	ADULT SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP
LTIR		INSO		(MM/DD/YYYY)	(MM/DD/YYYY)
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PER ☐ LOC OTHER:	N	TCPT00875518	7/1/2024	7/1/2025
					LIMITS EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	TCA701131017	7/1/2024	7/1/2025
					COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	N	TUL700875718	7/1/2024	7/1/2025
					EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	TWC700803618	7/1/2024	7/1/2025
		N/A			☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	CYBER/TECH E&O \$50,000 - RETENTION PER CLAIM	N	W1BDAB240901 ACX1106424	7/1/2024 7/1/2025	7/1/2025 7/1/2025
					POLICY AGG LIMIT: \$5,000,000 POLICY AGG LIMIT: \$5,000,000 SUBLIMITS/ RETRODATES: "SEE BELOW"
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CYBER / TECH E&O SUBLIMITS: PRIVACY NOTIFICATION COSTS - \$5,000,000 REGULATORY DEFENSE & PENALTIES - \$5,000,000 PCI FINES, EXPENSES & COSTS - \$5,000,000 CYBER / TECH E&O RETROACTIVE DATES: BOINGO WIRELESS, INC. - 1/18/2003 ENDEKA GROUP, INC. - 2/21/2013 ELECTRONIC MEDIA SYSTEMS, INC. - 10/31/2013 See Attached...					
CERTIFICATE HOLDER			CANCELLATION		
Evidence of Coverage			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
			AUTHORIZED REPRESENTATIVE <i>La Laft</i>		

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AGENCY CUSTOMER ID: BOINGWIREL

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Boingo Wireless, Inc. 17 Cowboys Way, Suite 400 Frisco, TX 75034
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE
ADVANCED WIRELESS GROUP, LLC - 10/31/2013
FOR SCHEDULED INSURING AGREEMENTS:
TECH & PROF SERVICES AND TECH PRODUCT LIABILITY- 7/1/2016

RE: Evidence of coverage.

ACORD 101 (2008/01)

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NAMED INSURED SCHEDULE

Boingo Wireless, Inc.
Concourse Communications Group, LLC
New York Telecom Partners, LLC
Chicago Concourse Development Group, LLC
Concourse Communications Canada, Inc.
Concourse Communications Minnesota, LLC
Concourse Communications Nashville, LLC
Concourse Communications SSP, LLC
Concourse Communications St. Louis, LLC
Concourse Communications UK, Ltd.
Concourse Holding Co., LLC
InGate Holding, LLC
InGate Technologies, LLC
Opti-Fi Networks, LLC
Tego Communications, Inc.
Concourse Communications Illinois, LLC
Boingo Holding Participacoes Ltda.
Concourse Telecomunicacoes Brasil Ltda.
Endeka Group, Inc.
Advanced Wireless Group, LLC
Electronic Media Systems, Inc.
Boingo Broadband LLC
Boingo Limited
Boingo LLC
Boingo MTA, LLC
Sobey Networks, LLC

PROPERTY INSURANCE



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
1/31/2025

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo, CA 92656	PHONE I/A/C No. Ext: 949-900-1780	COMPANY Berkley National Insurance Company P O Box 1594 Des Moines, IA 50306
FAX I/A/C No:	E-MAIL ADDRESS:	License#: OH18131
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:	INSURED Boingo Wireless, Inc. 17 Cowboys Way, Suite 400 Frisco TX 75034	LOAN NUMBER POLICY NUMBER TCP700875518
	EFFECTIVE DATE 07/01/2024	EXPIRATION DATE 07/01/2025
	CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

COVERAGE INFORMATION

PERILS INSURED	BASIC	BROAD	X	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
COVERAGE / PERILS / FORMS						
Blanket Business Personal Property, Replacement Cost, No Coinsurance					\$500,156,539	\$50,000
Blanket Business Income & Extra Expense					\$3,000,000	48 Hours
Earth Movement, Sprinkler Leakage- 72 Hour Waiting Period					BPP Limits	\$50,000
Unscheduled Locations					\$500,000	\$50,000

REMARKS (Including Special Conditions)

RE: Evidence of coverage.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Evidence of Coverage	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE <i>La Left</i>		

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NAMED INSURED SCHEDULE

Boingo Wireless, Inc.
Concourse Communications Group, LLC
New York Telecom Partners, LLC
Chicago Concourse Development Group, LLC
Concourse Communications Canada, Inc.
Concourse Communications Minnesota, LLC
Concourse Communications Nashville, LLC
Concourse Communications SSP, LLC
Concourse Communications St. Louis, LLC
Concourse Communications UK, Ltd.
Concourse Holding Co., LLC
InGate Holding, LLC
InGate Technologies, LLC
Opti-Fi Networks, LLC
Tego Communications, Inc.
Concourse Communications Illinois, LLC
Boingo Holding Participacoes Ltda.
Concourse Telecomunicacoes Brasil Ltda.
Endeka Group, Inc.
Advanced Wireless Group, LLC
Electronic Media Systems, Inc.
Boingo Broadband LLC
Boingo Limited
Boingo LLC
Boingo MTA, LLC
Sobey Networks, LLC

9. AUDITED FINANCIAL STATEMENTS

Respondents shall submit audited financial statements to the Authority reflecting the last three fiscal years of operation.

We have [linked here](#) for your reference the Form 10-K for Boingo Wireless, Inc. (“Company” or “Boingo”) for the year ended December 31, 2020 as filed with the U.S. Securities and Exchange Commission on March 1, 2021. On June 2, 2021, the Company was acquired by [DigitalBridge Group, Inc.](#) (NYSE: DBRG), which resulted in a merger of the Company into a wholly owned subsidiary of DigitalBridge called White Sands Bidco, Inc., which was incorporated on February 25, 2021. The audited financial statements for the period ended December 31, 2021 include the operating results of the Company from the date of the closing of the merger transaction which includes the effect of pushdown accounting recorded in accordance with US GAAP. Below is our audited financial statements for the period from February 25, 2021 to December 31, 2021 and for the year ended December 31, 2022 and 2023.

Boingo Wireless, Inc.

Consolidated Financial Statements
December 31, 2023 and 2022



Report of Independent Auditors

To the Management and Board of Directors of Boingo Wireless, Inc.

Opinion

We have audited the accompanying consolidated financial statements of Boingo Wireless, Inc. and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of operations, of comprehensive loss, of stockholders' equity and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery,

PricewaterhouseCoopers LLP, 601 South Figueroa, Los Angeles, CA 90017
T: (213) 356 6000, www.pwc.com/us



intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises management discussion & analysis, but does not include the consolidated financial statements and our auditors' report thereon. Our opinion on the consolidated financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the consolidated financial statements or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

PricewaterhouseCoopers LLP

Los Angeles, California
April 29, 2024

Boingo Wireless, Inc.
Consolidated Balance Sheets
December 31, 2023 and 2022

<i>(in thousands, except share amounts)</i>	2023	2022
Assets		
Current assets		
Cash and cash equivalents	\$ 21,165	\$ 22,585
Accounts receivable, net of allowance for credit losses of \$360 and \$91, respectively	70,867	57,994
Prepaid expenses and other current assets	11,660	7,452
Total current assets	103,692	88,031
Property and equipment, net	500,550	496,306
Operating lease right-of-use assets, net	10,777	11,329
Intangible assets, net	177,775	230,073
Goodwill	322,975	322,975
Other assets	38,906	26,024
Total assets	<u>\$ 1,154,675</u>	<u>\$ 1,174,738</u>
Liabilities and Stockholders' Equity		
Current liabilities		
Accounts payable	\$ 31,763	\$ 34,233
Accrued expenses and other liabilities	61,376	70,947
Due to affiliate	8,792	6,313
Deferred revenue	84,048	72,828
Current portion of operating leases	3,812	3,395
Current portion of long-term debt	18,635	5,780
Total current liabilities	208,426	193,496
Deferred revenue, net of current portion	283,157	271,683
Long term portion of operating leases	10,106	10,834
Long term debt	320,800	256,944
Deferred tax liabilities	-	7,581
Total liabilities	822,489	740,538
Commitments and contingencies (Note 12)		
Stockholder's equity		
Common stock, \$0.001 par value; 1,000 shares authorized, issued and outstanding	-	-
Additional paid-in capital	594,125	594,125
Accumulated deficit	(259,994)	(159,962)
Accumulated other comprehensive income	74	69
Total common stockholders' equity	334,205	434,232
Noncontrolling interests	(2,019)	(32)
Total stockholders' equity	332,186	434,200
Total liabilities and stockholders' equity	<u>\$ 1,154,675</u>	<u>\$ 1,174,738</u>

The accompanying notes are an integral part of these consolidated financial statements.

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Boingo Wireless, Inc.
Consolidated Statements of Operations
Years Ended December 31, 2023 and 2022

<i>(in thousands)</i>	2023	2022
Revenue	\$ 277,761	\$ 233,007
Cost of sales	<u>187,417</u>	<u>140,658</u>
Gross profit	90,344	92,349
Selling, general and administrative expenses	<u>177,772</u>	<u>164,145</u>
Loss from operations	(87,428)	(71,796)
Interest expense and amortization of debt discount	(24,283)	(13,978)
Interest income and other expense, net	<u>2,592</u>	<u>(1,090)</u>
Loss before income taxes	(109,119)	(86,864)
Income tax benefit	<u>7,505</u>	<u>22,137</u>
Net loss	(101,614)	(64,727)
Net income attributable to noncontrolling interests	<u>(1,582)</u>	<u>99</u>
Net loss attributable to common stockholders	<u>\$ (100,032)</u>	<u>\$ (64,826)</u>

The accompanying notes are an integral part of these consolidated financial statements.

Boingo Wireless, Inc.
Consolidated Statements of Cash Flows
Years Ended December 31, 2023 and 2022

<i>(in thousands)</i>	2023	2022
Cash flows from operating activities		
Net loss	\$ (101,614)	\$ (64,727)
Adjustments to reconcile net loss including noncontrolling interests to net cash provided by operating activities		
Depreciation and amortization of property and equipment	115,768	101,181
Amortization of intangible assets	52,298	48,651
Losses on disposals and abandonment of property and equipment, and other	2,603	1,510
Equity-based compensation	2,581	2,824
Amortization of deferred financing costs, net of amounts capitalized	2,574	2,397
Noncash operating lease cost	3,045	2,578
Bad debt expense	269	93
Change in deferred income taxes	(7,581)	(22,466)
Changes in operating assets and liabilities, net of effect of acquisition		
Accounts receivable	(13,022)	4,725
Prepaid expenses and other assets	(15,831)	(15,060)
Accounts payable	9,165	(698)
Accrued expenses and other liabilities	4,955	1,605
Due to affiliate	(101)	(321)
Deferred revenue	19,517	58,447
Operating lease liabilities	(2,604)	(3,266)
Net cash provided by operating activities	<u>72,020</u>	<u>118,873</u>
Cash flows from investing activities		
Purchases of property and equipment	(147,648)	(112,068)
Acquisitions, net of cash acquired	-	(11,970)
Proceeds from sale of assets	-	2,500
Net cash used in investing activities	<u>(147,648)</u>	<u>(121,538)</u>
Cash flows from financing activities		
Payments on convertible notes	(530)	-
Proceeds from credit facility	102,000	-
Payments on credit facility	(25,863)	(700)
Debt issuance costs	(1,328)	-
Payments to noncontrolling interests	(250)	(250)
Net cash provided by (used in) financing activities	<u>74,029</u>	<u>(950)</u>
Effect of exchange rates on cash	<u>179</u>	<u>92</u>
Net decrease in cash and cash equivalents	<u>(1,420)</u>	<u>(3,523)</u>
Cash and cash equivalents		
Beginning of period	<u>22,585</u>	<u>26,108</u>
End of period	<u>\$ 21,165</u>	<u>\$ 22,585</u>
Supplemental disclosure of cash flow information		
Cash paid for		
Interest, net of amounts capitalized	\$ 21,568	\$ 10,307
Taxes, net of refunds	302	129
Supplemental disclosure of noncash investing and financing activities		
Property and equipment costs included in accounts payable, accrued expenses and other liabilities	\$ 36,375	\$ 64,540
Property and equipment costs received as noncash consideration	3,177	-
Issuance of Parent company's shares for business acquisition	-	4,125
Right-of-use assets obtained in exchange for operating lease liabilities	2,487	3,166

The accompanying notes are an integral part of these consolidated financial statements.

Boingo Wireless, Inc.
Consolidated Financial Statements
December 31, 2022 and February 25, 2021 (Inception)
to December 31, 2021



Report of Independent Auditors

To the Management and Board of Directors of Boingo Wireless, Inc.

Opinion

We have audited the accompanying consolidated financial statements of Boingo Wireless, Inc. and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2022 and December 31, 2021, and the related consolidated statements of operations, of comprehensive loss, of stockholders' equity and of cash flows for the year ended December 31, 2022 and for the period from February 25, 2021 (Inception) to December 31, 2021, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and December 31, 2021, and the results of its operations and its cash flows for the year ended December 31, 2022 and for the period from February 25, 2021 (Inception) to December 31, 2021 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial

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likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises management discussion and analysis, but does not include the consolidated financial statements and our auditors' report thereon. Our opinion on the consolidated financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the consolidated financial statements or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

PricewaterhouseCoopers LLP

Los Angeles, California
April 27, 2023

Boingo Wireless, Inc.
Consolidated Balance Sheets
December 31, 2022 and 2021

<i>(in thousands, except share amounts)</i>	2022	2021
Assets		
Current assets		
Cash and cash equivalents	\$ 22,585	\$ 26,108
Accounts receivable, net of allowance for doubtful accounts of \$91 and \$0, respectively	57,994	61,980
Prepaid expenses and other current assets	7,452	12,260
Total current assets	88,031	100,348
Property and equipment, net	496,306	458,291
Operating lease right-of-use assets, net	11,329	10,989
Intangible assets, net	230,073	268,802
Goodwill	322,975	315,542
Other assets	26,024	11,363
Total assets	<u>\$ 1,174,738</u>	<u>\$ 1,165,335</u>
Liabilities and Stockholders' Equity		
Current liabilities		
Accounts payable	\$ 34,233	\$ 21,297
Accrued expenses and other liabilities	70,947	56,351
Due to affiliate	6,313	3,809
Deferred revenue	72,828	63,453
Current portion of operating leases	3,395	2,904
Current portion of long term debt	5,780	669
Total current liabilities	193,496	148,483
Deferred revenue, net of current portion	271,683	220,420
Long term portion of operating leases	10,834	11,668
Long term debt	256,944	262,724
Deferred tax liabilities	7,581	27,204
Total liabilities	<u>740,538</u>	<u>670,499</u>
Commitments and contingencies (Note 13)		
Stockholders' equity		
Common stock, \$0.001 par value; 1,000 shares authorized, issued and outstanding	-	-
Additional paid-in capital	594,125	590,000
Accumulated deficit	(159,962)	(95,136)
Accumulated other comprehensive income (loss)	69	(161)
Total common stockholders' equity	434,232	494,703
Noncontrolling interests	(32)	133
Total stockholders' equity	<u>434,200</u>	<u>494,836</u>
Total liabilities and stockholders' equity	<u>\$ 1,174,738</u>	<u>\$ 1,165,335</u>

The accompanying notes are an integral part of these consolidated financial statements.

Boingo Wireless, Inc.
Consolidated Statements of Operations
Year Ended December 31, 2022 and Period From February 25, 2021 (Inception) to
December 31, 2021

<i>(in thousands)</i>	2022	2021
Revenue	\$ 233,007	\$ 133,742
Cost of sales	<u>140,658</u>	<u>122,766</u>
Gross profit	92,349	10,976
Selling, general and administrative expenses	<u>164,145</u>	<u>127,643</u>
Loss from operations	(71,796)	(116,667)
Interest expense and amortization of debt discount	(13,978)	(5,204)
Interest income and other expense, net	<u>(1,090)</u>	<u>(16)</u>
Loss before income taxes	(86,864)	(121,887)
Income tax benefit	<u>22,137</u>	<u>26,835</u>
Net loss	(64,727)	(95,052)
Net income attributable to noncontrolling interests	<u>99</u>	<u>84</u>
Net loss attributable to common stockholders	<u>\$ (64,826)</u>	<u>\$ (95,136)</u>

The accompanying notes are an integral part of these consolidated financial statements.

Boingo Wireless, Inc.
Consolidated Statements of Cash Flows
Year Ended December 31, 2022 and Period From February 25, 2021 (Inception) to December 31, 2021

<i>(in thousands)</i>	2022	2021
Cash flows from operating activities		
Net loss	\$ (64,727)	\$ (95,052)
Adjustments to reconcile net loss including noncontrolling interests to net cash provided by operating activities		
Depreciation and amortization of property and equipment	101,181	133,171
Amortization of intangible assets	49,651	28,823
Losses on disposals and abandonment of property and equipment, and other	1,510	199
Equity-based compensation	2,824	-
Amortization of deferred financing costs, net of amounts capitalized	2,397	1,394
Noncash operating lease cost	2,578	1,360
Bad debt expense	93	32
Change in deferred income taxes	(22,466)	(27,097)
Changes in operating assets and liabilities, net of effect of acquisition		
Accounts receivable	4,725	(31,738)
Prepaid expenses and other assets	(15,060)	(13)
Accounts payable	(598)	827
Accrued expenses and other liabilities	1,905	(7,816)
Due to affiliate	(321)	3,809
Deferred revenue	58,447	52,034
Operating lease liabilities	(3,266)	(1,768)
Net cash provided by operating activities	118,873	58,165
Cash flows from investing activities		
Purchases of property and equipment	(112,068)	(62,556)
Acquisitions, net of cash acquired	(11,970)	(616,818)
Proceeds from sale of assets	2,500	-
Net cash used in investing activities	(121,538)	(679,374)
Cash flows from financing activities		
Proceeds from issuance of common stock	-	590,000
Payments on convertible notes	-	(200,720)
Proceeds from credit facility	-	270,000
Principal payments on credit facility	(700)	(350)
Debt issuance costs	-	(11,533)
Payments of finance leases and notes payable	-	(17)
Payments to noncontrolling interests	(250)	-
Net cash (used in) provided by financing activities	(950)	647,380
Effect of exchange rates on cash	92	(63)
Net (decrease) increase in cash and cash equivalents	(3,523)	26,108
Cash and cash equivalents		
Beginning of period	26,108	-
End of period	\$ 22,585	\$ 26,108
Supplemental disclosure of cash flow information		
Cash paid for		
Interest, net of amounts capitalized	\$ 10,307	\$ 2,642
Taxes, net of refunds	129	96
Supplemental disclosure of noncash investing and financing activities		
Property and equipment costs included in accounts payable, accrued expenses and other liabilities	\$ 64,540	\$ 38,197
Issuance of Parent company's shares for business acquisition	4,125	-
Right-of-use assets obtained in exchange for operating lease liabilities	3,166	-

The accompanying notes are an integral part of these consolidated financial statements.



Report of Independent Auditors

To Management and the Board of Directors of Boingo Wireless, Inc.

Opinion

We have audited the accompanying consolidated financial statements of Boingo Wireless, Inc. and its subsidiaries (the "Company"), which comprise the consolidated balance sheet as of December 31, 2021 and the related consolidated statement of operations, of comprehensive loss, of stockholder's equity and of cash flows for the period from February 25, 2021 (inception) to December 31, 2021, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021, and the results of its operations and its cash flows for the period from February 25, 2021 (inception) to December 31, 2021 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

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Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
Los Angeles, CA
May 27, 2022

Boingo Wireless, Inc.
Consolidated Balance Sheet
December 31, 2021

(in thousands, except per share amounts)

Assets	
Current assets	
Cash and cash equivalents	\$ 26,108
Accounts receivable, net	61,980
Prepaid expenses and other current assets	12,260
Total current assets	100,348
Property and equipment, net	458,291
Operating lease right-of-use assets, net	10,989
Goodwill	315,542
Intangible assets, net	268,802
Other assets	11,363
Total assets	<u>\$ 1,165,335</u>
Liabilities and Stockholder's Equity	
Current liabilities	
Accounts payable	\$ 21,297
Accrued expenses and other liabilities	56,351
Due to affiliate	3,809
Deferred revenue	63,453
Current portion of operating leases	2,904
Current portion of long-term debt	669
Total current liabilities	148,483
Deferred revenue, net of current portion	220,420
Long-term portion of operating leases	11,668
Long-term debt	262,724
Deferred tax liabilities	27,204
Total liabilities	<u>670,499</u>
Commitments and contingencies (Note 16)	
Stockholder's equity	
Common stock, \$0.001 par value; 1 shares authorized, issued and outstanding	-
Additional paid-in capital	590,000
Accumulated deficit	(95,136)
Accumulated other comprehensive loss	(161)
Total common stockholder's equity	494,703
Noncontrolling interests	133
Total stockholder's equity	<u>494,836</u>
Total liabilities and stockholder's equity	<u>\$ 1,165,335</u>

The accompanying notes are an integral part of these consolidated financial statements.

Boingo Wireless, Inc.
Consolidated Statement of Operations
Period From February 25, 2021 (Inception) to December 31, 2021

(in thousands)

Revenue	\$ 133,742
Cost of sales	<u>122,766</u>
Gross profit	10,976
Selling, general and administrative expenses	<u>127,643</u>
Loss from operations	(116,667)
Interest expense and amortization of debt discount	(5,204)
Interest income and other expense, net	<u>(16)</u>
Loss before income taxes	(121,887)
Income tax benefit	<u>26,835</u>
Net loss	(95,052)
Net income attributable to noncontrolling interests	<u>84</u>
Net loss attributable to common stockholder	<u>\$ (95,136)</u>

The accompanying notes are an integral part of these consolidated financial statements.

10. EXHIBIT E – ADDITIONAL QUALIFICATIONS AND PROCESS QUESTIONS

In addition to the questions in this RFP, Respondents shall submit responses to the questions in Exhibit E.

PRE-CONSTRUCTION PROCESS

1. Q: How do you plan to engage the carriers to establish brand new User Agreement?

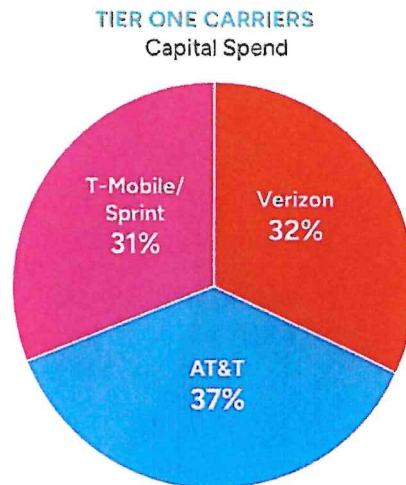
Our Process to Securing Carriers

Once BUR becomes a Boingo partner, we share a venue marketing deck providing them with an overview of the system and the location, amenities, distinguishing features, nearby attractions where it was built, scope of coverage, and specifics of the design and capabilities of the Boingo network. Next, the carrier allocates project funds and adds them to its budget. Boingo then works with the carrier to approve the final design, pricing, and contract. Once all is agreed upon, we execute the contract and move to the build phase. Boingo holds weekly calls with the carriers to discuss the project's status and ensures the carriers are up to date with the latest information. **Boingo has a proven track record of success onboarding carriers on similar new construction projects, most recently seen at the PDX modernization and Intuit Dome with all three major carriers on opening day.**

Additionally, Boingo has the necessary deployment experience and strong carrier relationships to execute the DAS installation at BUR successfully. We understand that optimal passenger and staff experience is a top priority. The Boingo Carrier Team will work directly with the carriers throughout the process to develop and deploy a 5G-capable solution that meets the needs of both the BUR and wireless carriers. Our Carrier Team will also facilitate carrier-specific engagement, satisfaction, and performance indicators to ensure the project's success.

CARRIER PARTICIPATION

- **Deep carrier relationships** with dedicated account managers marketing our premier portfolio of venues
- Boingo designs wireless communications networks/structures **intended to benefit all carriers**



Carrier Experience: Boingo has designed approximately \$500 million of carrier infrastructure over the past three years alone.

Boingo's Carrier Marketing Plan

As noted above, Boingo's success and track record with securing carriers on neutral-host DAS networks at major airports (e.g., largest 60 airports by enplanements) is unrivaled among its peer group. This is evidenced by our 100% success rate securing full carrier participation at the venues we represent, including John Wayne International Airport (SNA), Kahului Airport (OGG), and General Mitchell International Airport (MKE).

Market Status

The wireless industry is poised for years of continued growth. New cellular-enabled devices continue to proliferate, driving tremendous demand for mobile data. Carrier capital expenditure budgets have steadily increased in recent years to ensure incremental revenue derived from data consumption is captured. These trends represent a significant opportunity to improve wireless coverage/capacity at countless venues.

Boingo Approach

Boingo has built sales, engineering, and project management teams dedicated to working with wireless carriers to fulfill their network expansion and upgrade plans. These teams are focused solely on carrier satisfaction and performance indicators to ensure maximum participation and investment. Specifically, each team will be responsible for the following elements of the Airport's carrier marketing plan:

TEAM	RESPONSIBILITIES
Carrier Sales	• Work directly with wireless operators nationally and locally to guarantee Boingo's existing and planned projects are included in their capital budgeting process. • For each venue, Boingo will perform a thorough analysis using benchmark data and propagation maps at the properties so carriers can see what service their customers (and their competitors' customers) can expect. • Facilitate dialogue between Boingo and the carriers to ensure a smooth design, build, and launch. • Create proposals and negotiate contracts with the carriers.
Carrier Engineering	• Work closely with their carrier counterparts to design and build a network consistent with their specifications. • Combine the requirements of all carriers into a single, neutral design to accommodate the specifications of all carriers. • Redistribute the design to all carriers for review and approval. • Review all requests and update the design until all carriers are satisfied and a final design is approved.
Carrier Project Management	• Oversee the construction of the system. • Work with the carriers on all "punch list" items, including testing, optimization (jointly with engineering), and final acceptance.

To date, Boingo has maintained existing relationships with, but are not limited to:

- AT&T
- Verizon Wireless
- T-Mobile/Sprint
- US Cellular

- Dish
- Cricket
- MetroPCS

2. Q: How many carriers User Agreements are required to begin construction?

Boingo will immediately commence work during the Pre-Concession Period as defined in Section 2.2 in the Concession Agreement. It is necessary to begin work with the construction of the Replacement Passenger Terminal and Parking Structure to meet the Authority's timeline. Our ability to build the DAS and Wi-Fi network during the construction phase is considered within our model and will allow Boingo to control costs on behalf of the wireless carriers—a key component in our strategy for on-board carriers prior to Concession start. In summary, Boingo will not require a carrier agreement to begin work on the project.

3. How do you plan to coordinate critical milestones, schedules, and timeframes involved in transitioning User Agreements into Construction process with the Design/Builder?

Boingo's skilled team of project and construction managers oversee the design, engineering, development, construction, installation, and commissioning of all Boingo systems. The project and construction managers work with local Boingo-certified and trained installation and integration contractors and Boingo's RF Engineering team to ensure compliance to accepted workmanship standards; partner and carrier expectations; international, national, and local building codes; and all requirements set by the RFP. Please see **Section 5: Proposed Approach** which includes an **Implementation Plan** detailing how Boingo coordinates critical milestones, schedules, and timeframes.

4. Detail your approach to communicating and managing User Agreement negotiations during the onboarding process. Include strategies for addressing potential resistance and facilitating a positive experience.

Our team excels at collaborative problem-solving, achieving full carrier participation at top airports by prioritizing mutually beneficial solutions for all stakeholders, including venues. When conflicts arise, we conduct thorough analyses to balance carrier needs, venue limitations, and overall performance to identify the most effective resolution.

5. Have you included a complete design that can be used for coordination during the Respondent contracting process?

Yes. See design **Section 5: Proposed Approach**.

A: Technology

1. Q: How do you evaluate and choose technology for medium to large venue DAS projects, ensuring alignment with stakeholder considerations like those of the airport and carriers?

Boingo's in-house team has extensive experience with all major DAS Original Equipment Manufacturer (OEMs) and leverages a standardized process for final OEM selection during the formal design process. This approach considers the short and long-term technical and financial objectives of the stakeholders, as well as unique characteristics of the venue. Based on Boingo's preliminary due diligence, Boingo chooses an OEM that can support all the licensed carrier bands,

and in the case that any wireless carriers have additional requirements, Boingo will work with the carriers' RF teams to ensure the system meets any specific requirements they may have.

2. What are your preferred manufacturers or systems, and what factors, such as space, power, performance, feature set, and expandability, influence your selection process?

Boingo is technology agnostic but leverages carrier approved OEM's such as SOLiD, JMA, Corning, and CommScope. Our preferred solution for BUR is SOLiD, which enables a modular approach and focuses on avoiding future replacement costs, ensuring the system is designed for scalability and expansion into future bands cost-effectively without requiring an overhaul. Additional features and benefits include:

- Multiple power options allow cost-effective deployment to meet the RSRP KPI without wasting power or negatively impacting SNR. SOLiD Alliance has a power class for any problem between Fiber to the Edge low-power, 2W, 5W, and 20W options. All these options can coexist within the same sector without conflict.
- Fiber efficiency provides an easier path to full spectrum deployments with the existing fiber infrastructure while giving room for future growth or failover support
- The modular design of the remote optic units provides a low-impact maintenance action in the rare instance of an amplifier failure (<1%). If a failure occurs, the amplifier is swapped with a new module. This drives down the total cost of ownership through reductions in downtime and maintenance actions.
- Analog transport.
- Low latency – reduces BTS hotel locations.
- Maximum bandwidth reduces the number of remotes and fiber strands.
- Fiber Efficiency leveraging a single strand of fiber per remote.
- Three fiber strands total for a full spectrum MIMO deployment.
- UL Type 4X enclosures for challenging environments.
- C-Band Superiority: If DoD is deployed, SOLiD can support MIMO in the same remote.
- Sync Superiority enabled by a Sync Detection Module, (SDM) located at each remote, eliminating a single point of failure.
- Low total cost of ownership, with Green Mode capabilities that further reduce power consumption by up to 15%.
- Green Mode may be scheduled for regular hours of low traffic or whenever the amplifiers operate below a threshold you set
- Energy efficiency during periods of reduced traffic.
- A Three-Year Standard Warranty with next-day advanced replacement for the entire duration

3. Q: How do you approach designing and building DAS infrastructure, specifically in an airport environment? Please include in your response what lessons or best practices you have taken from other airports or major facilities that would benefit the Authority.

Boingo considers the following criteria when designing and building a DAS infrastructure in an airport environment.

- **Space optimization.** Given limited airport real estate and leasing considerations, Boingo's DAS design prioritizes a minimal footprint with strategic remote placement, minimizing disruption to existing operations and maximizing space efficiency.
- **Aesthetic integration.** In alignment with BUR's expansion and modernization, Boingo leverages discreet and aesthetically sensitive solutions, seamlessly blending with the architecture and avoiding bulky or visually intrusive equipment.

- **Flexible and robust platform.** As tarmac coverage is usually needed, Boingo uses a range of power classes and environmental settings, such as NEMA4. Boingo's DAS solution is adaptable and considers diverse coverage needs, from parking garage to tarmac, while remaining scalable and future-proofed for evolving technologies and bandwidth demands.

4. Q: How do you future-proof your solution (e.g., advances in 5G, new spectrum, Carrier requirements evolution, or beyond)? How will your solution support the Burbank-Glendale-Pasadena Airport Authority ("Authority") goals of supplying the "best 5G airport coverage and capacity"? Please provide a typical high-band network design that would support all Carriers.

We will design a secure, modular, open 5G DAS architecture that is forward-looking and agnostic to technology and/or frequencies. To integrate newer technologies like 6G, we will work closely with the carrier, OEM, and BUR to develop roadmaps that plan for future technologies throughout the design process as the FCC releases new spectrum and the industry adopts them.

Most notable for the Authority is the DAS platform modular approach. Leveraging SOLiD DAS equipment, this modular, scalable design enables expansion into future band/technologies without having to overhaul the system.

As seen with our previous expansion experience at Portland International Airport and [Newark Liberty International Airport's new Terminal A](#), our solutions are designed to seamlessly accommodate future growth and is upgradeable to meet the evolving needs of both the Authority and its passengers, including a converged DAS and Wi-Fi solution with monetization.

5. Q: Explain how you accommodate the following situations during the period of your operational engagement: System growth (coverage, capacity, and geography/space) Carrier growth (adding new carriers) Changes in Carrier requirements

System Growth

Boingo's networks are built to be expandable, making it seamless to deliver multiple RF sources to new areas via a single remote unit.

Carrier Growth

The proposed DAS is signal-source and technology agnostic, meaning the carrier's signal can be received via dedicated on-premises radios, over-the-air repeaters, and small cells. Should another carrier wish to utilize a common public radio interface (CPRI) module, our solution can also support that interface. Boingo's success and track record with securing carriers on neutral-host DAS networks at major airports is unrivaled among our peer group, as evidenced by our 100% success rate securing full carrier participation at similarly sized airports such as John Wayne International Airport (SNA), Kahului Airport (OGG), and General Mitchell International Airport (MKE).

Changes in Carrier Requirements

Boingo thoroughly analyzes the existing carrier signal and quality levels during the design process. This data will become a primary design input, enabling Boingo to customize the neutral host design to meet every carrier's current and future needs. Boingo's sales, engineering, and project management teams will work with wireless carriers to fulfill their network expansion and upgrade plans as changes occur. These teams are focused solely on carrier satisfaction and performance indicators to ensure maximum participation and investment.

7. Q: How do you monitor coverage, capacity, and system performance over time, including methodologies for testing, optimization, and ongoing maintenance of the CDAS? Additionally, how do you benchmark coverage and capacity to validate system performance over time?

Monitoring Coverage, Capacity, and System Performance

Boingo supports 24/7/365 operations and management oversight utilizing industry-standard monitoring and ticketing systems through a centralized NOC. Our NOC is staffed around the clock as our nerve center for all aggregated systems operations. The infrastructure is managed by various tools to ensure continuous network monitoring.

Our tools enable real-time network uptime visibility for each carrier. All outages, defects, degradations, and threats these tools detect surface an alarm. Alarms are aggregated into a single event management interface and processed in Boingo’s event management workflow. The event management workflow includes verification, qualification, impact assessment, severity assignment, classification, communication, triage, diagnostics, escalation, and fix agent engagement and dispatch.

Our proactive approach to network monitoring reduces restoration times and ensures the strictest SLAs are upheld. We track event status and resolution in a ticketing system with update and escalation schedules appropriate to the severity and associated SLA. Please see Section 5: Proposed Approach for more details on our NOC monitoring capabilities.

Testing Methodology

Boingo will provide BUR with ongoing service post-installation, including maintenance, active monitoring, system restoration, upgrades, and enhancements to support the latest carrier technologies and carrier access to the neutral-host DAS. Additionally, Boingo is committed to providing quality networks for our partners. As part of this commitment, we conduct comprehensive interference testing and analysis to protect Public Safety frequencies used by operational personnel, concession staff, and security from interference. When a commercial carrier proposes collocating its wireless system in the same structure as a Public Safety system, several interference scenarios exist to evaluate. To determine if interference is anticipated, Boingo will conduct an Intermodulation Analysis. This study will assess the following sources of interference:

- Transmitter Noise; Receiver Desensitization.
- Transmitter Inter-modulation; Receiver Inter-modulation.
- Transmitter Spurious Radiation; Receiver Spurious Radiation.
- Co-Channel Interference; Adjacent-Channel Interference.

Benchmarking Coverage and Capacity

As a part of our agreement to provide wireless services at the BUR, we will draft service plan requirements that meet the Authority’s requirements and cover service tiers, network KPIs, and user experience requirements, indirectly driving the quality program requirements. Typical quality requirements cover the following:

QUALITY ASSURANCE	
Item	Description



Post-Installation Checklist	Once DAS installation is completed, our Quality Assurance (QA) and Operations teams conduct a comprehensive walk-through and venue test, including headend, to validate the network installation.
Network Coverage	- The QA team verifies coverage areas defined in the scope of work to ensure our networks provide adequate coverage and comply with venue and carrier service level agreements (SLAs). - Our QA and Operations teams conduct site surveys using specialized tools to validate that all covered areas have adequate coverage for wireless networks.
Network Quality	- With multiple carriers participating on the network, we maintain quality assurance test plans to ensure that everyone gets the experience they are expected to achieve. - Our QA team measures KPIs for DAS networks, including the call quality (mobile originated, mobile terminated, call handoff), signal strength (RSSI/RSRP), and quality (SRQ/RSRP SNR, CINR/SINR), upload/download speed, latency, and other user experience (UE) metrics.
Service Availability & Monitoring	- The QA team works closely with our NOC to certify Boingo services are available 24x7x365 and are monitored according to agreed-upon SLAs (service level agreements). - Our QA and NOC teams use data generated through our systems (log files) and production systems (traps/alerts) to affirm that all areas within our networks perform optimally and are available for end users. - Our QA team uses various state-of-the-art tools, such as RF scanners, UE devices, iBwave collection surveys, and Spirent load test generation tools, to measure different network/RF characteristics. In addition, the QA team has developed in-house and commercial automation tools (i.e., SILK, Selenium, Epitiro, Visualware, etc.) to automate test execution and monitor venue networks for better network management and response. Lastly, the team centralizes the data and coordinates with the NOC and DAS Operations to triage and resolve any network incidents as quickly as possible.

7. Q: How do you ensure interoperability with different carrier networks?

Boingo maintains master agreements with all major carriers and will work closely with each carrier to seamlessly onboard the new DAS solution. Our carrier partnerships are so robust that Boingo has built sales, engineering, and project management teams dedicated to working with wireless carriers to fulfill their network expansion and upgrade plans. These teams are focused solely on carrier satisfaction and performance indicators to ensure maximum participation and

investment. Boingo has successfully onboarded all three major cellular carriers at similar-sized airports.

To ensure interoperability with different carrier networks, Boingo will conduct post-installation testing once the installation is complete to ensure carriers' signals are transmitted on the DAS. These test reports include the following information at a minimum. Boingo can provide additional information that might aid in design efforts or enhance carrier performance at BUR, such as:

- Descriptions of the Airport, walk routes, equipment for testing, and basic test equipment set-up.
- A list of best servers identified at BUR.
- Histograms showing several data points for each range (cumulative distribution function or CDF plots).
- Color-coded plots (see below) showing the relevant measurements overlaid on the floorplans in PDF format. The percentage of data points collected for each range shall be displayed in the legend.

RSSI/RSRP/RSCP		EC/IO AND RSRQ	
	[Min, -105]		[Min, -16]
	[-105, -95]		[-16, -14]
	[-95, -85]		[-14, -10]
	[-85, -75]		[-10, -7]
	[-75, -65]		[-7, Max]
	[-65, 0]		

- A table summary by technology and carrier showing minimum and maximum signal levels and approximate percent of the area covered based on data points collected meeting minimum threshold values. The minimum threshold values are "Fair," as the summary table below defines.
- Summary of findings for each Zone or Floor based on the metrics below with at least 75% of the data points within the ranges shown.

ZONE	EXCELLENT	GOOD	FAIR	POOR
Signal Levels – LTE RSRP	>-85 dBm	-85 to -95 dBm	-96 to -100 dBm	
Quality Levels – LTE RSRQ	>-10 dB	-10 to -14 dB	-14 to -16 dB	
Signal Levels – UMTS RSCP	>-75 dBm	-76 to -85 dBm	-86 to -95 dBm	
Quality Levels – UMTS Ec/Io	>-10 dB	-10 to -14 dB	-14 to -16 dB	
Signal Levels – CDMA/EVDO RSSI	>-75 dBm	-76 to -85 dBm	-86 to -95 dBm	
Quality Levels – CDMA/EVDO Ec/Io	>-10 dB	-10 to -14 dB	-14 to -16 dB	

- Recommendations for turning down or adjusting coverage from the macro cell network to best support the DAS.
- CSV files for all data collected for import into design software during the design process.

8. Q: Explain your company's most innovative DAS implementations that enhanced customer service and experience. Further, explain how the DAS directly contributed to this outcome and how you and/or your partner measured the impact.

Boingo has consistently driven innovation in DAS implementations, focusing on enhancing customer experience through strategic partnerships with carriers and leveraging our pioneering history. We've developed a unique approach that has enabled us to address evolving connectivity challenges and deliver high-quality service.

Boingo Delivers High-Speed Cellular Connectivity for PATCO Rapid Transit

The Port Authority Transit Corporation (PATCO), a vital regional connector serving more than 5.5 million riders annually between Philadelphia and Camden County in New Jersey, struggled with cellular dead zones in its underground stations. These connectivity gaps significantly hindered the passenger experience, preventing commuters from making phone calls, sending text messages, checking emails, streaming content, and utilizing mobile applications. The lack of reliable connectivity was a major frustration for PATCO's riders, impacting on their ability to remain connected during their commute.

Boingo's Innovative Solution

We deployed a state-of-the-art, neutral host distributed antenna system (DAS) across six PATCO's underground stations. This implementation was more than a simple network upgrade; it was a strategic and innovative solution designed to deliver unparalleled connectivity. The multi-carrier DAS allows riders access to 5G cellular connectivity from T-Mobile, complementing Verizon coverage.

How Boingo's DAS Directly Contributed to an Enhanced Experience

The deployment of Boingo's DAS directly addressed the challenge of cellular dead zones, dramatically enhancing customer experience in several ways:

- **Seamless Connectivity:** Riders experience continuous, high-speed 5G cellular coverage underground. This has eliminated the frustration of dropped calls, failed messages, and interrupted data usage, making their commutes more enjoyable, safer, and productive.
- **Improved Productivity and Communication:** With reliable connectivity, commuters can effortlessly check emails, participate in virtual meetings, access important information, and stay connected with friends and family during their travels.
- **Enhanced Use of Digital Services:** Passengers can now use their mobile devices to access real-time transit information, purchase tickets, and use other digital services without interruption. This gives them more control over their commute and streamlines their overall transit experience.
- **Future-Proofed Infrastructure:** The advanced, neutral-host DAS infrastructure is designed to accommodate future technological advancements, ensuring that PATCO's network remains robust and reliable for years to come.

Measuring the Impact

The impact of the DAS implementation was measured through:

- **Increased Customer Satisfaction:** By addressing the connectivity challenge head-on, PATCO can expect improved ridership satisfaction ratings due to the enhanced ability to stay connected and productive during their commute.
- **Carrier Participation:** The multi-carrier DAS has led to greater adoption by mobile network providers, who are invested in offering their services in key locations such as transit hubs. This demonstrates the effectiveness of Boingo's neutral host solution in appealing to multiple carriers simultaneously.
- **Operational Efficiency:** The seamless nature of the network allows data to travel across all platforms easily, aiding the daily operations of all facets of the transit system. This

efficient digital infrastructure ensures that PATCO remains reliable, modern, and forward-thinking.

By deploying a state-of-the-art neutral host DAS, Boingo not only solved the immediate problem of cellular dead zones but also transformed the commuting experience for PATCO riders. This implementation exemplifies how strategic, innovative DAS solutions can significantly enhance customer service and experience in public transportation.

A: OPERATIONS

1. Q: Please provide a detailed communication plan for interacting with the Authority. How do you plan on monitoring the DAS and communicating with the Authority? Provide sample(s) of system performance reports.

All communication regarding report summaries, account-related inquiries, and more will go through the Authority's dedicated Boingo Account Manager, Jason Eley. In addition to the agreed-upon cadence of check-ins between the Authority and their dedicated Account Manager, the Authority can contact Jason for any ad-hoc meetings or to relay information to the relevant department within Boingo as needed, acting as the liaison between BUR and Boingo and facilitating the efficient flow of information. Please see below for a communication plan outline that can be tailored to the needs of the Authority.

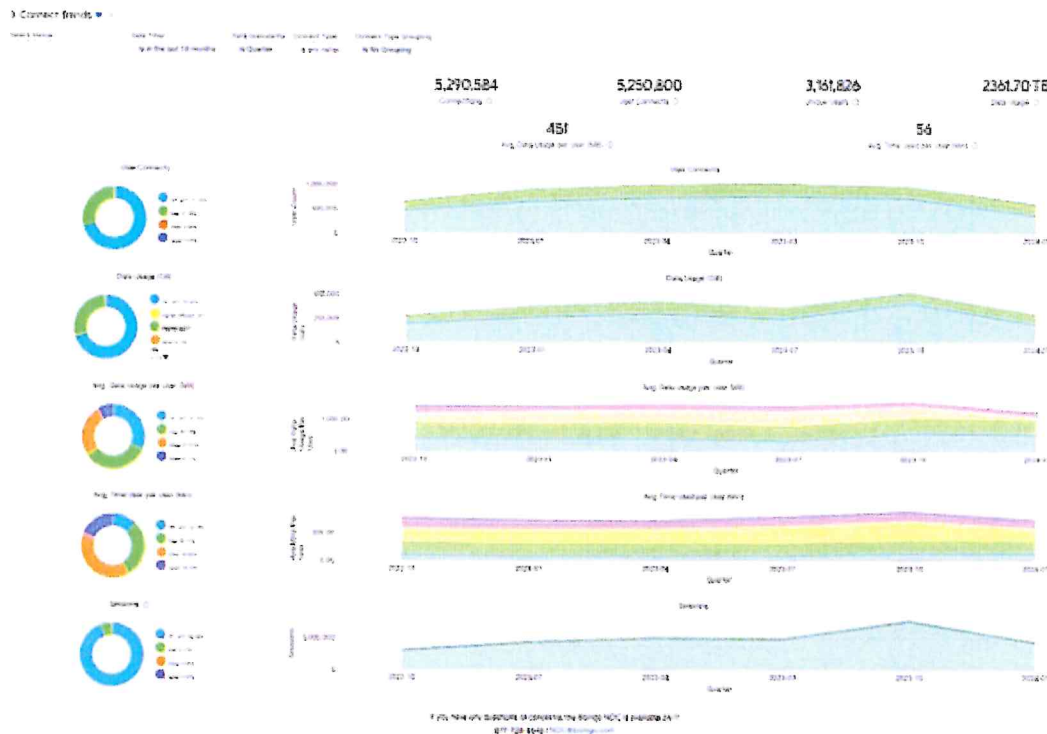
COMMUNICATION PLAN

ITEM	DESCRIPTION
Program Kickoff	• Identification of all stakeholders from each party. • Kickoff meeting with Boingo, Airport representatives, and stakeholders. Agenda includes introductions, alignment on goals, milestone schedule, communication cadence, escalation paths, risks, RACI Matrix, and next steps. • Contingency planning.
Near Term Modifications	• Baseline current network and document a plan for future modifications. • Participate in stakeholder meetings and seek appropriate approvals. • Review and evaluate options for Passpoint services and associated revenue potential. • Document all agreed-upon network modifications and upgrades, create appropriate Change Control tickets, and track them through Change Management SOP. • Support a communication plan as directed by the Airport and update all passenger-facing touchpoints.
Ongoing Communications and Coordination	• Create a detailed 3-week look-ahead plan and meeting cadence with the project team to track all agreed-upon actions, tasks, and milestones. • Agree on document control and future repository.
Close Out	• Quality Assurance Site Walk. • Close Out of cut-over deliverables. • Track and certify.

System Performance Reports Samples

Reports samples include, but not limited to:

- Total Unique Users
- User Connects Source (Passpoint, Free, Retail, etc.)
- Total Data Usage (GB)
- Avg. Data Usage per User (MB)
- Avg. Time per User (Min)
- Sessions
- Customizable time period, granularity



2. Q: Articulate your expectations of the Authority in making the operations successful from your perspective. For example, what access (physical and remote), points of contact, etc. do you require?

Boingo has detailed the Authority's expectations below to ensure successful operations and project completion.

Negotiation Period

- Authority to assign point of contact(s), including legal resources to finalize Concession Agreement amongst the parties.

Pre-Concession Period

- Integrate Boingo with RPT Design Builder and RPT Program manager.

Concession Period

- Provide a point of contact(s) with which the Boingo team would regularly communicate for day-to-day operations, escalations, and approvals.
- Attend Planning Meetings every 6 months to discuss network performance, and strategy (revenue and technology).
- At its own discretion, share any upcoming modifications, improvements, renovations, or expansions with Boingo for planning purposes.
- Attend Annual Boingo Training on DAS and Wi-Fi networks. (Training content and timing will be developed with Authority input)
- Attend Annual Technology Review with Boingo team to review specifications and performance of the network of previous year. Boingo will also provide state of the market, inclusive of any upcoming changes or evolutions in technology and any associated upgrades to existing network.

Construction, Operations, and Maintenance Period

- Complete inspections and provide approvals.
- Provide drawings and floor plans as needed.
- As we integrate a new circuit, assist with shutting down equipment such as water and shutdown power when needed.
- Coordination with the schedule reporting.
- Coordinate construction between different companies. Liaise between Boingo and other companies that are completing work in the area.
- Coordinate access for fieldwork, gain approval to access or work in an area, and shut down airport systems, such as the escalator.
- Approve requests from Boingo for access to BUR's facilities as needed.

3. Q: How do you plan to achieve a 99.9% uptime?

Boingo is pleased to affirm our unwavering commitment to meeting or surpassing industry-standard SLAs at BUR. We guarantee a 99.9% service availability for our DAS and Wi-Fi networks through our 24/7/365 NOC support team. All outages, defects, degradations, and threats these tools detect surface an alarm. Alarms are aggregated into a single event management interface and processed in Boingo's event management workflow. The event management workflow includes verification/qualification, impact assessment, severity assignment, classification, communication, triage/diagnostics, escalation, and fix agent engagement and dispatch. Boingo's SLA agreement guarantees 99.9% availability of core systems, except during outages caused by circumstances outside Boingo's control, including acts of nature, site power outages, third-party circuit outages, etc. Please see Questions 4 and 5 which further details Boingo's NOC capabilities, SLAs, Escalation Matrix, and Notification Types.

4. Q: Do you have a 24/7/365 network operations center where you actively monitor DAS? If yes, describe its capabilities and characteristics.

Yes. Boingo possesses an in-house Network Operations Center to proactively monitor DAS and other networks. Boingo's NOC is strategically located across our Los Angeles, CA and Frisco, TX offices. Our dedicated team specializes in turnkey solutions that monitor, manage, and maintain the network in real-time using industry-standard systems.

Boingo supports 24/7/365 operations and management oversight utilizing industry standard monitoring and ticketing systems through a centralized NOC. Our NOC is staffed around the clock to serve as our nerve center for all aggregated systems operations. The infrastructure is managed by a variety of tools to ensure continuous monitoring of the Wi-Fi network. The Boingo NOC is equipped with the most comprehensive set of commercial and in-house tools available today to verify device status and service quality from the customer to the Internet or cellular network.

Our tools enable real-time control and visibility of all the systems that provide the service to the customer. Not only can these tools provide a view of the status of the network and the function of the devices, but they also provide a wide range of data which can be collected, warehoused, and indexed, allowing for periodic—weekly/monthly/annual—and ad hoc reviews of system performance and SLA adherence. These reports can be catered to the individual needs of the Authority.

All outages, defects, degradations, and threats detected by these tools surface an alarm. Alarms are aggregated into a single event management interface and processed in Boingo's event management workflow. The event management workflow includes verification/qualification, impact assessment, severity assignment, classification, communication, triage/diagnostics, escalation, and fix agent engagement and dispatch.

5. Q: Describe your high-level incident management process for assessing the criticality of an issue and responding to a degradation of service. How do you determine when to mobilize staff to the facility?

Our proactive approach to network monitoring reduces restoration times and ensures the strictest SLAs are upheld. The more traditional approach to assessing network performance only captures one dimension of the network's overall performance at the base transceiver station (BTS) level or across many BTS aggregated at the switch – this misses the immediate, real-time analysis of the conditions that create these issues.

Event status and resolution are tracked in a ticketing system, with update and escalation schedules appropriate to the severity and associated SLA. The NOC sends event notifications via email during high-impact, critical service-impacting events. Below is an example severity matrix that can be tailored to the Airport's needs.

Below is an example severity matrix, which can be personalized according to BUR's needs.

SLA - SEVERITY MATRIX		
Severity	Impact	SLA*
Priority 1	70-100% service outage	Notify: 20 Mins
		Resolve: 4 Hrs
Priority 2	30-69% service outage or severe degradation	Notify: 20 Mins
		Resolve: 6 Hrs
Priority 3	5-29% service outage or minor degradation	Notify: 1 Hr
		Resolve: 24 Hrs
Priority 4	<5% service outage and non-service-impacting alerts	Notify: 1 Hr
		Resolve: 3 Days

*Calculated as the meantime over one calendar month.

Mobilizing Staff for BUR

Boingo’s NOC is strategically located across our Los Angeles and Frisco offices. Our dedicated team specializes in turnkey solutions that monitor, manage, and maintain the network in real-time using industry-standard systems. The Escalation Matrix and Notification Types table below details Boingo's process of mobilizing staff members to support incidents at BUR.

NOC ESCALATION MATRIX		
Tier 1 – Network Operations Support (NOC)	Boingo NOC	noc@boingo.com 877-726-4646 Hours: 24/7
Tier 2 – Sr. Manager, NOC	Randy Moore	rmoore@boingo.com (310) 405-8520 Hours: 24/7
Tier 3 – VP, Network Operations	Steve Moller	smoller@boingo.com (310) 309-5903 Hours: 24/7

NETWORK OPERATIONS CENTER (NOC) NOTIFICATION TYPES	
TYPE	DESCRIPTION
Initial Notification	Announces the event with preliminary details of service impact.
Update Notification	Provides milestone information regarding the event and Estimated Time to Resolution (ETR).
Final Notification	Provides resolution information and event stop time.

6. Q: Explain the approach for managing recurring and chronic incidents.

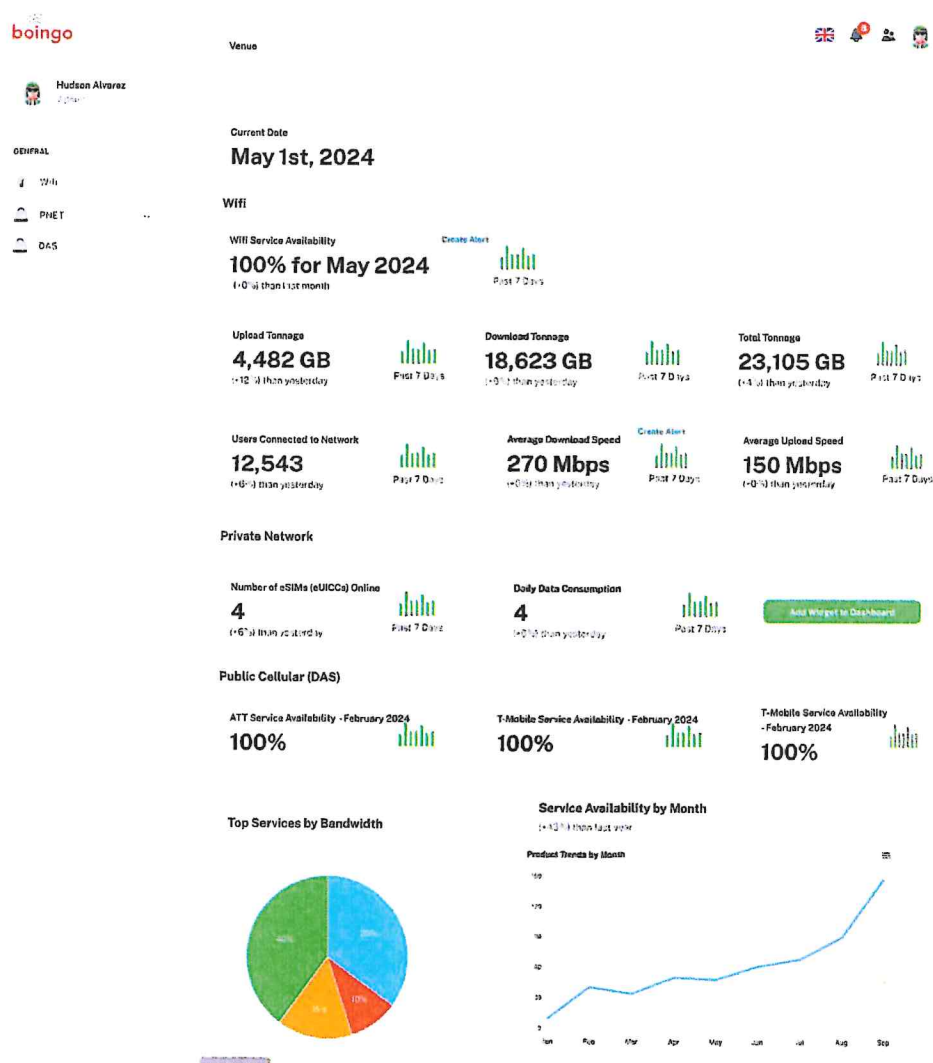
Boingo proactively addresses recurring and chronic incidents to ensure optimal network performance. We leverage a multi-faceted approach when faced with challenges like intermittent interference or initial component issues from manufacturers. In instances of difficult PIM or other interference, Boingo collaborates closely with both our in-house Performance team and our extensive network of performance-specialized partners, as well as local and national carrier engineers. This collaborative effort allows us to identify and resolve the source of the interference efficiently. For persistent technology issues, Boingo works directly with manufacturers to expedite part replacements, often securing overnight delivery. Our dedicated onsite technicians then work around the clock to replace the components as they arrive. In rare, more challenging situations, we may even pivot to an alternative technology model. Throughout this process, our primary focus is on minimizing any impact to our subscribers and venue partners while swiftly restoring optimal performance. We have successfully implemented this approach with various challenges, including those related to antennas and fiber cards, ensuring a reliable and seamless connectivity experience.

7. Q: Share an example of a system performance report you provide to a customer. This can be redacted to prevent disclosure of sensitive information.



Boingo's NextGen dashboard – Converged Network View snapshot below offers a detailed overview of Wi-Fi and Public Cellular DAS. It showcases key performance indicators such as Wi-Fi service availability, essential for passengers and operations.

The data includes upload and download volumes, expressed in gigabytes, providing insights into the amount of data transferred within the network and indicating usage patterns. The number of users connected to the network is also tracked, offering a direct measure of demand and network load.

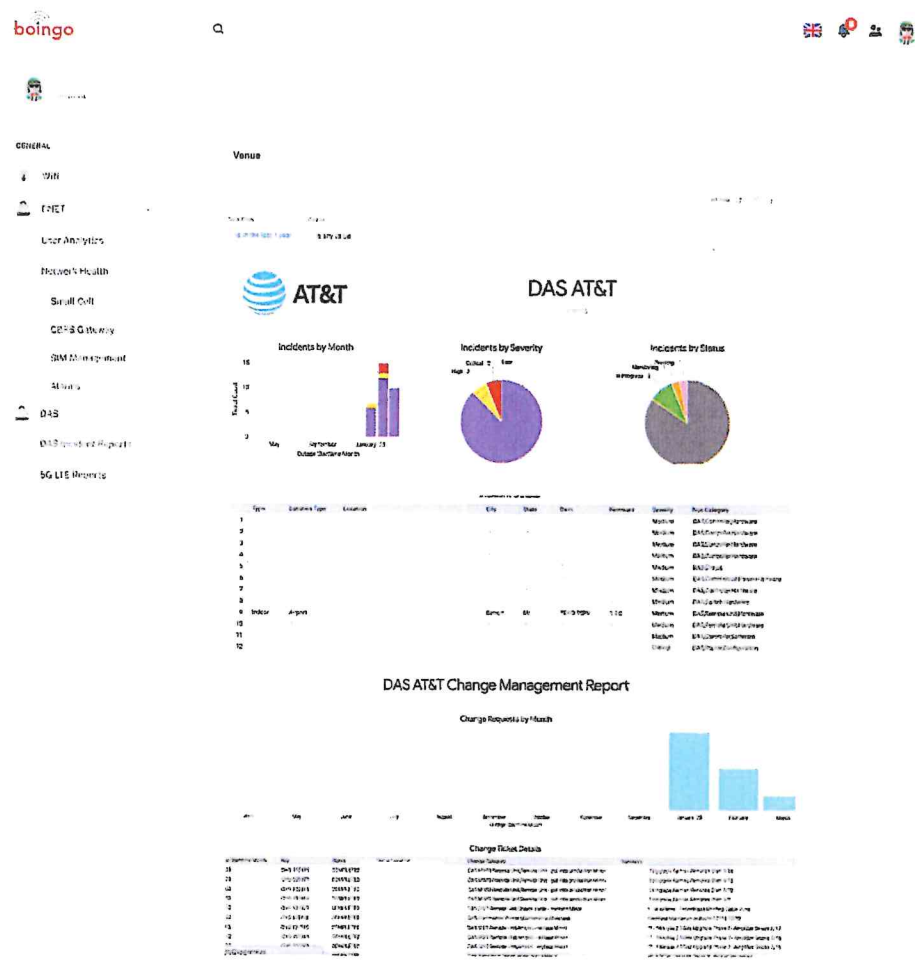


Furthermore, the dashboard displays average download and upload speeds in megabits per second (Mbps), crucial for assessing the quality of service delivered to users. Breakdowns of private network usage, such as the number of SIMs online and daily data consumption, offer a look into specific network segments and user engagement. Public cellular (DAS) service availability from providers like AT&T, T-Mobile, and Verizon is reported reflecting the network reliability for mobile users at the airport. The 'Top Services by Bandwidth' pie chart provides a distribution of network usage across different services, allowing for the identification of the most data-intensive applications.

Lastly, the 'Service Availability by Month' graph tracks the percentage of service availability over time, indicating the network's consistency and helping to identify long-term trends or seasonal fluctuations. This comprehensive set of data enables network administrators to manage resources efficiently, ensure a high quality of service, and plan for future network improvements.

DAS Incident Dashboard

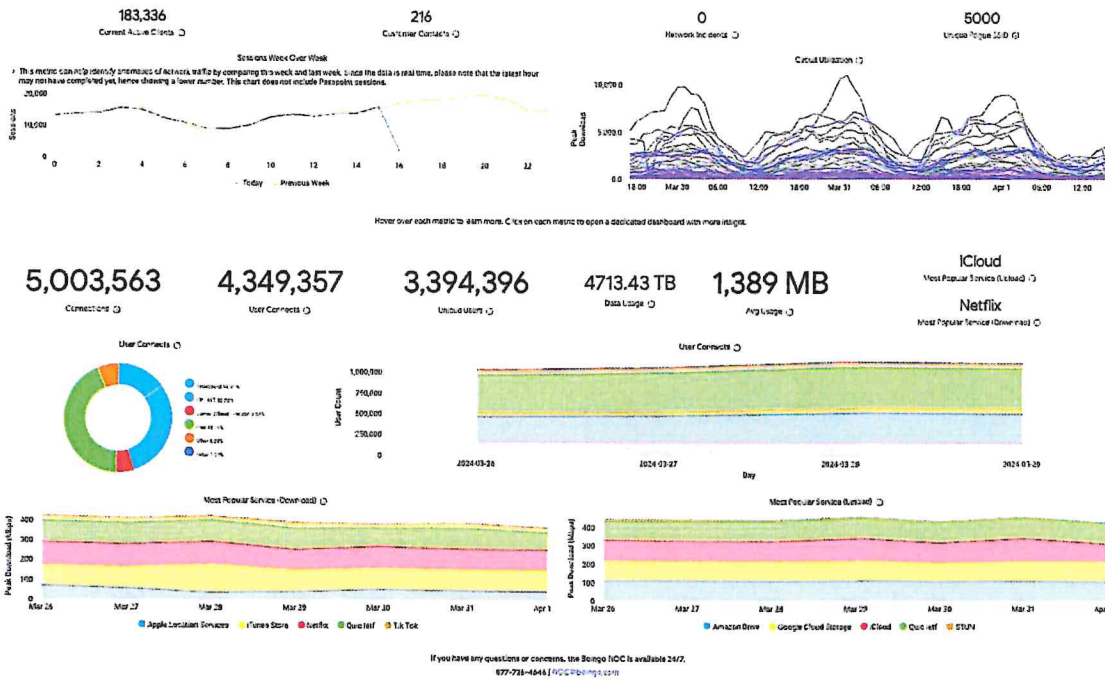
Please see below for an example of our DAS incident dashboard, which can be customized to the Authority's needs.



DAS Incident Report

Below is an example of an incident report that can be accessed from the Incident Report Dashboard:





8. Q: Do you have live systems or portals, where the Authority can log in and view performance, tickets, and response times?

Yes, Boingo leverages Looker, an external facing portal which the Authority can log in and view performance KPIs like uptime percentages, live incident tickets, and tracking.

9. Q: How will you manage a situation where one carrier seeks a different arrangement or technical solution compared to the other carriers, especially if these changes are proposed during the mid-lifecycle of the DAS?

Balancing the varying technical, financial, and strategic needs of our carrier clients while protecting the needs of our venues is at the core of our business. When one carrier seeks a different arrangement or technical solution compared to the others, we leverage our deep understanding of each carrier's individual requirements and integrate those needs early in the neutral design phase of the project. We strive to ensure that our designs accommodate the performance requirements of each carrier, can scale as new frequencies, and adapts to technology upgrades while remaining cost-effective to encourage carrier investment.

While our initial designs aim to anticipate diverse needs, if a carrier requests an alternative solution later, Boingo conducts a thorough evaluation of the technical and financial implications for both us and the Authority. We then present these findings to the Authority for their review and decision. If the alternative solution emerges during the middle of the concession lifecycle and requires an upgrade, Boingo presents the proposal to the Authority. If all parties deem it beneficial, a separate agreement, as outlined in the RFP, can be established to accommodate the changes.

10. How do you plan to collaborate with the Authority to justify and enable a carrier's request for an independent arrangement or solution, and what potential commercial implications do you anticipate?

Boingo's priority is to provide optimal cellular connectivity at BUR through a neutral-host cellular DAS solution, ensuring seamless service for both staff and travelers, regardless of their mobile carrier. To that end, we are committed to working with all carriers to operate on this proposed system.

While we expect the DAS solution to be implemented as planned, Boingo would thoroughly assess the technical and financial impact of any alternative a carrier proposes. We would then present this information to the Authority for their consideration. Some potential commercial implications of alternative arrangements could include:

- Degraded network performance/ passenger experience for certain carriers.
- Amendment to Concession Agreement.
- Loss of revenue.
- Impact on space, power usage, operations, aesthetics.

11. Q: If there is a misalignment in contract terms, carrier technology life cycle, or DAS technology life cycle, how do you handle, manage, or mitigate potentially diverging interests?

At Boingo, we proactively manage potential conflicts of interest among carriers through a multi-faceted approach. Each carrier's master lease agreement (MLAs) contains clauses that prevent interference between individual carrier networks. We also leverage our expertise in deploying multiple technologies, like cellular DAS and Wi-Fi, to offer solutions that accommodate diverse carrier needs. Our team prioritizes collaborative problem-solving, striving to find mutually beneficial outcomes for all parties involved, including the venue. In the rare instances where diverging interests arise, we conduct a comprehensive analysis to identify the most effective solution that balances carrier requirements, venue constraints (space, power), and overall performance. An example of this is at ORD where we convinced AT&T to join the neutral host DAS solution instead of deploying a standalone RDOT to give equal opportunity across the venue.

12. How do you balance the need to minimize disruptions caused by activities like construction projects with the imperative to maintain and improve technological capabilities, ensuring continued functionality at Hollywood Burbank Airport (BUR)?

Boingo has a proven track record of successfully navigating complex, 24/7 environments like airports. Our expertise lies in minimizing disruptions caused by changes like construction while still ensuring seamless and continuous wireless connectivity. Specifically, we are skilled at:

- **Responding swiftly to unexpected challenges.** We're used to quickly finding solutions when renovations impact existing infrastructure, such as when antennas or equipment are moved or disconnected, or when cables need to be rerouted.
- **Maintaining consistent coverage.** We proactively adapt to such changes by adjusting existing antennas, expanding networks, deploying temporary equipment, and closely coordinating with carriers. This ensures uninterrupted service for both passengers and staff.

Therefore, when balancing the need to minimize construction-related disruptions with the need to maintain and improve technological capabilities at BUR, we have prepared the risk management plan below:

RISK MANAGEMENT PLAN	
RISK	MITIGATION
Equipment Delays	We will identify any long-lead time or at-risk equipment in the project planning phases and leverage our suppliers' warehousing and/or other professional services (e.g., staging, configuration) to ensure minimal delays or impact on project costs.
Engineering Review & Design Approval	If 30% of the designs are not approved, another 30-45 days may need to be added to the schedule. An AE firm will provide Plan B and C designs.
Terminal / Apron Access	Access to areas within Terminals and Apron, when needed, may become a challenge due to tenants/stakeholders' requirements and will require careful coordination.
Construction Schedule Delays	Depending on the source of delay, Boingo and construction partners will pivot quickly to add staff, extend work hours, or run tasks simultaneously to work towards staying on schedule.
Data Highway Infrastructure Upgrades	A thorough survey is conducted to identify congested cable racks, fiber troughs, and conduits potentially needing mitigation. Boingo will work with BUR to develop a solution.
Equipment Staging and Storage	Boingo will require a secure staging area to receive inventory and store equipment, tools, and materials. A staging area at each location would be preferred to optimize logistics and work schedule.
Technology Aesthetic Concerns	Should there be any aesthetic concerns related to wireless network infrastructure placement, Boingo will collaborate with architects, terminal operators, and BUR stakeholders to develop stealthing strategies to mitigate problems.

A: CARRIERS & AIRPORT CUSTOMER SERVICE

1. Q: How do you foster collaboration with carriers to establish and maintain positive working relationships?

Boingo has dedicated sales, engineering, and project management teams working with wireless carriers to fulfill their network expansion and upgrade plans. These teams are hyper-focused on carrier satisfaction and performance indicators that provide maximum participation and investment. Each team will be responsible for the following elements of Hollywood Burbank Airport (BUR)'s carrier marketing plan:

TEAM	RESPONSIBILITIES
Carrier Sales	Work directly with wireless operators nationally and locally to verify Boingo's existing and planned projects are included in their capital budgeting process.

	• Perform a thorough analysis using benchmark data and propagation maps at the properties so carriers can see what service their customers (and competitors) can expect. • Facilitate dialogue with carriers to map out a smooth design, build, and launch. • Create proposals and negotiate contracts with carriers.
Carrier Engineering	• Work closely with carrier counterparts to design and build a network consistent with identified specifications. • Combine the requirements of all carriers into a single, neutral design to accommodate the specifications of all carriers. • Redistribute the design to all carriers for review and approval. • Review all requests for consideration and modify the design until all carriers are satisfied and approve a final design.
Carrier Project Management	• Oversee the construction of the system, including working with carriers on all “punch-list” items including testing, optimization (jointly with engineering), final acceptance and launch.

2. Q: How have you utilized your carrier relationships to address challenges?

Boingo leverages its deep and long-standing relationships with major carriers to address challenges in a variety of ways:

- **Successful Carrier Participation:** Boingo's 100% success rate securing full carrier participation at various venues, including airports of similar size such as John Wayne International Airport, Kahului Airport, and General Mitchell International Airport, demonstrates our ability to navigate and satisfy the unique needs and requirements of each carrier. This strong track record provides confidence in our ability to secure full carrier participation for new projects.
- **Staying Ahead of Changing Technologies and Requirements:** Boingo's proactive approach to maintaining close contact with carriers, original equipment manufacturers (OEMs), and third-party contractors allows us to stay abreast of changing technologies, equipment capabilities, and evolving demands of carriers. This ensures we are positioned to address issues arising from changing expectations and competitive goals.
- **Direct Carrier Coordination:** We work directly with carriers on design approval, onboarding, RF integration, and optimal ongoing performance. Our dedicated sales, engineering, and project management teams focus on carrier satisfaction and key performance indicators (KPIs). These relationships ensure timely and efficient project delivery as well as prevent service disruptions.
- **Dedicated Account Teams and RF Engineering:** Boingo has dedicated account teams and RF Engineering teams who partner with major carriers to align coverage and capacity objectives. These teams have established relationships, experience, and unique knowledge to work at all levels within carrier organizations (national, regional, and local) to drive design objectives and achieve network performance goals.

In summary, Boingo's established carrier relationships, and dedicated approach allows us to effectively address challenges by ensuring seamless maintenance, and operations, and allowing them to identify best-in-class solutions for their clients by working with multiple carriers and their ever-changing requirements.

3. Q: Over the past five years, what has been the retention rate for the Respondent's current active clients?

Boingo takes pride in its outstanding track record. For the past five years, we have maintained an impressive 95% retention rate for our airport partners for whom we provide DAS, the highest retention rate in the industry. Our commitment to delivering exceptional service has resulted in continued partnerships with most of our airport partners. With only one airport opting out of renewal during this period, Boingo's high retention rate underscores the trust and satisfaction our venues place in Boingo.

Many of the airports under Boingo's operational umbrella have been elected to expand the scope of services that we provide them. These expansions stand as a testament to Boingo's ability to meet and exceed the evolving needs of airports. In the past two years, 17 of our venue partners have opted to renew their trust in Boingo, opting for an extension of term agreements, and 15 of our venue partners have chosen to expand the services that Boingo provides through new products and solutions, product upgrades, and additional coverage areas.

4. Q: Over the past five years, what has been the retention rate for the Respondent's current active employees?

The retention rate for Boingo's current active employees has been 82% over the past five years.

- 2024: 87.6%
- 2023: 88.3%
- 2022: 86.6%
- 2021: 62.1%
- 2020: 85.9%

5. How should the Authority measure your impact on the traveling public's customer satisfaction, and which metrics, measurements, rates, or scores should be considered?

Net Promoter Score (NPS) is a measure used to gauge customer loyalty, satisfaction, and enthusiasm with a company, calculated by asking customers one question: "On a scale from 0 to 10, how likely are you to recommend this product/company to a friend or colleague?" This survey can be provided to customers using the Wi-Fi at the airport.

6. How do you and your proposed solution increase travel public customer satisfaction for the Authority?

Beyond providing highly accessible Customer Care, Boingo views all customer contacts as an opportunity to gain insight into the qualities of the user experience. We analyze qualitative data to understand not only the functional elements of our experience, but also how customers perceive the experience. By establishing a customer feedback loop, we are able to continually optimize venue performance and attain industry-wide recognition for customer service – such as our 12 wins for "Best Wi-Fi Service" in *Global Traveler's* GT Tested Reader Survey Award.

By eliminating the need for app downloads, we ensure frictionless customer user experience, with the web portal serving as a revenue-generating tool for the Authority. Based on the SOW and goals, we propose a similar yet flexible structure that prioritizes the passenger experience, minimizing friction and providing a seamless connection process.

Additionally, Boingo maintains an agreement with a leading customer service provider to deliver our Tier 1 customer service. These Boingo-trained and certified customer service representatives are supported by our in-house Tier 2 Customer Service Center and NOC. They are also supported by our Field Engineers and our contracted break/fix personnel in individual locations around the world. Upon award of contract, we will review customer service procedures and desired training programs or event-based support models.

7. Can you provide details regarding your organization's customer service policy, along with evidence of its implementation?

Boingo's Tier 1 Support team is available 24/7/365 and is trained to answer consumer questions that may arise during the connection experience. Of all calls received, 80% were answered by a Technical Service Representative in three minutes or less. This includes technical issues with the ability to escalate to Tier 2 and Tier 3 NOC support.

The table below details the multiple channels that provide our customers with the support they need.

CUSTOMER CARE SUPPORT CHANNELS	
ITEM	DETAILS
Telephone Support	- Staffed 24/7/365 with agents specifically trained to support our systems. - All calls are logged and tracked to ensure issue resolution. - Escalated calls will be "warm transferred" to Tier 2. - Any trends that develop will be escalated to the Network Operations Center (NOC) following the Customer Care to NOC escalation process.
Modular Connection Portal Feedback Link	End users who get to the Modular Connection Portal can communicate with us if they are having issues and we will respond via either email or telephone.
Live Chat Support	- Boingo call center accepts multi-lingual Live Chat sessions initiated from the portal. - Support technicians are available to quickly resolve most user issues.
Email	Support emails are responded to in 24 hours or less
Social Media	Support is available to customers through social media channels including Facebook and Twitter. Posts are responded to in less than 15 minutes.

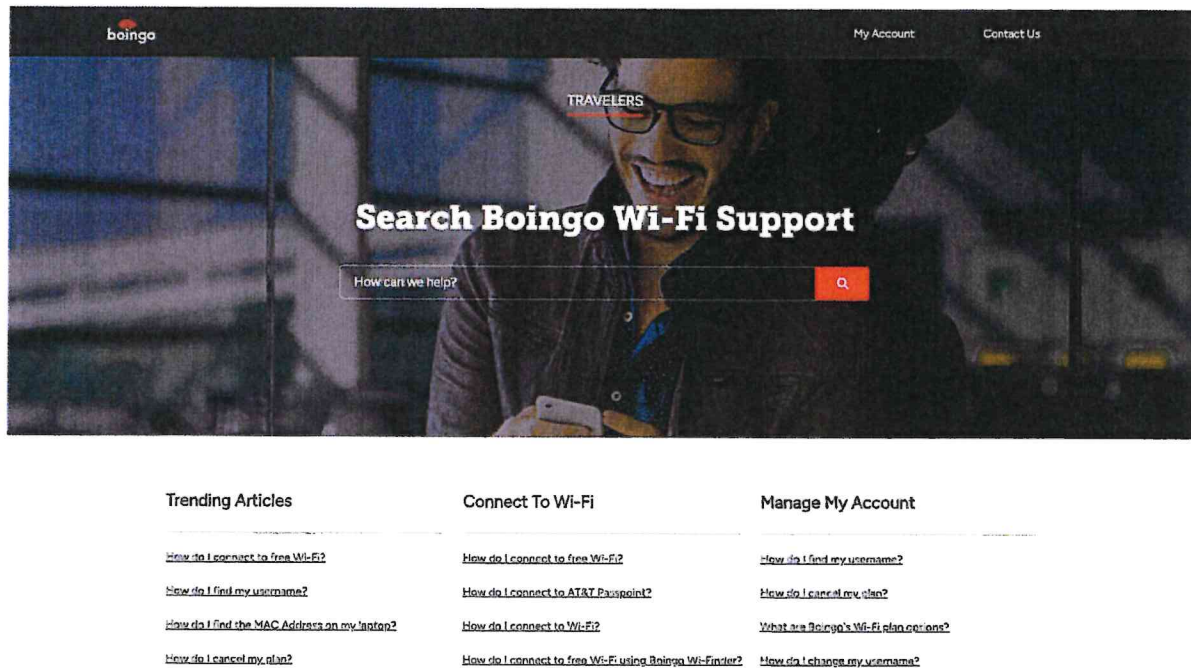
All Customer Care agents are required to complete a comprehensive training course that includes simulated customer calls and contacts. Agents are evaluated on several criteria and must achieve a satisfactory rating before taking live customer calls. Agents are routinely monitored during live calls and evaluated periodically to ensure they maintain the required performance standards.

Evidence of Boingo's Customer Care

Included below are examples of our interactions with passengers along with a web interface for passengers to leverage for help.



Additionally, BUR's landing page can include information on email and social media support, as well as a link to extensive FAQs and Terms and Conditions. Please see below for a screenshot of Boingo's Customer Support landing page, which can be modified to BUR's login portal.



Consumer Wi-Fi > Connect To Wi-Fi

How do I connect to free Wi-Fi?

At a location with free Wi-Fi? Sweet! Let's get you connected.

Option 1:

1. Set a wireless network to Boingo Hotspot or your location's "free Wi-Fi" signal
2. Launch a web browser on your device. If you are not directed to the Boingo login page, visit <http://www.wifilauncher.com/>
3. Under the free section, select "Watch an ad to Connect" (or similar) to begin your free session
4. Enjoy Wi-Fi bliss!

Option 2 (Webbased)

Accidentally select Cancel or "Keep Connected Without Internet"? We can help.

- Forget the Boingo networks. -or- Toggle the Auto-login to "Green/On" and turn Wi-Fi Off and back On.

Still confused? No problem. Here are some additional instructions to help.

- Select the "Boingo Hotspot" network from your Settings or Network Preference menu.
- Launch your Internet browser (ex. Safari, Chrome, Firefox). Note: If nothing happens, try going to a new website to prompt the Wi-Fi access page.
- The Wi-Fi access page should appear. Select "Get Online Now"

Related Articles

[How do I connect to free Wi-Fi using Boingo Wi-Finder?](#)

[How do I cancel my plan?](#)

[How do I connect to Wi-Fi?](#)

[How do I connect to AT&T Passport?](#)

[How do I find the Wireless MAC Address in Windows 10?](#)

8. How does your organization measure and document its performance in customer service?

Boingo measures customer service performance through our First Call Resolution, which is the number of calls where the issue was resolved and does not require additional contact with support out of total calls to customer care. Boingo documents this case data in Salesforce, where it is reported on for historical significance.

A: ADDITIONAL QUESTIONS

1. Q: How would you propose unique approaches to meet the requirements considering the constraints, timeframes, and potential future changes?

Constraints, timelines, and potential future changes are issues that Boingo is uniquely positioned to address. Our long-standing industry relationships with carriers, all original equipment manufacturers (OEM), and third-party contractors will enable seamless construction, maintenance, and operations phases, as well as identify best-in-class solutions for DAS growth, expansions, or new builds. We ensure we are up to date on all carrier requirements for key performance indicators (KPIs), as well as ever-evolving features and enhancements introduced by DAS OEMs.

Mitigating Constraints

As the leader of indoor/outdoor DAS solutions, Boingo can deliver the following during the installation and construction phase of the project.

- Top priority on equipment orders from ongoing relations with leading OEMs, which reduces global supply chain constraints.
- Upon award, ability to immediately forecast, order, store, and deliver equipment.
- Use of national network implementation vendors as well as ability to comply with and adapt to any builder schedule.

Meeting Timeframes

We are construction experts. Boingo's proven track record of completing projects on time, leveraging off-hours, weekends, and overtime, while complying with zero-injury policies and site safety, positions us to hit projected dates and milestones mutually agreed-upon between the Authority and Boingo. The proposed scope of services includes the following phases, described at a high level below. Note, an expanded project schedule with dates and milestones is further detailed in the **Implementation Plan**.

PHASE	BOINGO RESPONSIBILITY
Final Design Phase <i>2 weeks</i>	• Compile feedback from stakeholders as it relates to the design and constructability. • Complete pre-construction testing (if applicable). • Conduct design revisions (if applicable). • Complete 90% construction drawings (HE, OSP, Cabling). • Obtain the Authority's approval for the final RF design and 90% construction drawings. • Compile final cost revisions based on changes. • Deliver project plan and costs for final approval.
Installation & Construction Phase <i>2 – 3 weeks</i>	• Order long lead-time materials & issue critical POs. • Order NOC circuit and backhaul circuit(s). • Obtain all necessary permits and permissions. • Complete pre-construction meeting with the Authority's representatives. • Install all cabling, equipment, and components. • Manage day-to-day installation activities, identify risks and implement mitigation plans if needed. • Conduct regular project status meetings with the Authority's representatives.
Test, Accept and Launch Phase <i>2 weeks</i>	• Develop and execute high level test plan. • Develop and execute detailed test cases. • Develop recurring certification schedule/plans covering regression aspects. • Document bugs report/defects and related resolution. • Complete QA Report (QA Certification) used for "Go/No-Go." decision before venue is launched with Boingo services.
Operations & Maintenance Phase <i>Ongoing</i>	• Complete system management, operation, and support hand-off. • Provision equipment into NOC and monitoring systems. • 24x7x365 Remote Network Monitoring from Boingo NOC. • 24x7x365 Help Desk and Customer Support. • Ongoing-Network Operation and Maintenance. • On-going Field Services. • On-going Network Expansions. • Technology Refreshes (as applicable).

Additionally, Boingo commits to working closely with the Authority to ensure carrier signal on the new DAS solution to meet timeframe objectives for onboarding new carriers. To accomplish this,

our Carrier teams will help maximize carrier participation on the network, so staff and visitors of BUR experience the best coverage possible, starting Day 1.

Managing Potential Future Changes

Boingo is highly experienced in managing change in a large, complex, 24/7 environment, including airports, military bases, stadiums, and more. Changes are managed following the Change Management Policy listed on the table below. When the engineer begins work, the NOC is notified to start the ticket, and our Jira monitoring platform is utilized to monitor progress. When the engineer completes a change, the NOC validates the work completed in the monitoring platforms and makes any necessary changes to monitoring as defined in the change ticket.

CLASS	DEFINITION	EXAMPLE
Major Change	- Planned, high impact, with risk of or an inherent material impact to revenue, partners or customer experience. - High degree of preparation and coordination across 2 or more functional groups to implement. - High Potential for proactive customer or partner notification.	- PCI patching of Database servers requiring deadman period. - Power maintenance at a location requiring shutdown of services for several hours. - Major Billing and Revenue Management (BRM) upgrade. - DAS Controller upgrade.
Minor Change	- Planned, low impact, with little or no impact to revenue, partners or customer experience. - Some preparation. Generally implemented by release or network engineer. - Low Potential for proactive customer or partner notification.	- Venue throttle rate modifications. - IOS upgrade of switch. - Buyflow changes. - DAS Remote Unit Swap.
Emergency Change	Unplanned changes which are required to be implemented under an emergency situation in which there is a current or imminent material impact to revenue, partners or customer experience.	Disabling captive portal in a venue due to RADIUS issues.
Standard Change	- Planned, routine and repetitive tasks, having been classified as such by the Change Advisory Board (CAB). - NSA (Non-service Affecting) and has no potential of impacting services for Boingo Wireless customers. - No customer notification required.	- Cosmetic changes to captive portal environment or websites. - Venue sales offer change. - Inactive network interface config change.

2. Q: What alternative commercial models or structures, not outlined in this RFP, do you believe the Authority should consider, and what are the reasons for their relevance?

Boingo has designed a robust Wi-Fi 7 network to support additional revenue-generating opportunities at Hollywood Burbank Airport. As seen at other flagship airports in our portfolio, we have successfully delivered the following revenue-generating services. We would be happy to discuss this further with the Authority to understand how these solutions align with the Airport's long-term plan.

- **Tenant services.** As an overlay to the existing network, Boingo offers the ability to monetize the Wi-Fi network further and increase tenant and partner satisfaction with tenant service features such as dedicated capacity, quality of service, quality of experience, private and guest access, and unique SSIDs on the Wi-Fi or wired network.
- **Offload.** Boingo has a product called Passpoint that allows a wireless carrier's data traffic to be offloaded to a Boingo Wi-Fi network.

Exhibit I: Federal Requirements

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

1. General Civil Rights Provisions

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

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

C. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

D. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

2. Civil Rights – Title VI Assurance

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

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

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination

prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

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

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

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

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

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

3. ACDBE Regulations

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

contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

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

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	Lease Amendment No. DFC26
	TO LEASE NO. LCA01775
ADDRESS OF PREMISES 2627 HOLLYWOOD WAY 2627 N Hollywood Way Burbank, CA 91505	PDN Number: N/A

THIS AMENDMENT is made and entered into between
BOB HOPE AIRPORT

whose address is: **2627 N Hollywood Way**
Burbank, CA 91505

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to include the DEI Discrimination by Federal Contractors clause.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution, as follows:

The following FAR clause is hereby
incorporated into this Lease pursuant
to, and subject to the validity of,
Executive Order No. 14398:



The following FAR clause is hereby incorporated into this Lease:

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Name: _____

Title: _____

Entity: _____

Date: _____

FOR THE GOVERNMENT:

Name: Michael Stump

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: _____

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.

INITIALS: _____ & _____
LESSOR GOV'T

Certificate Of Completion

Envelope Id: BEF48A77-81BF-86B6-837B-ABC21839925D

Status: Sent

Subject: Please DocuSign: GSA Lease LCA01775

Source Envelope:

Document Pages: 2

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

GSA Leasing

AutoNav: Enabled

1800 F St. NW

Envelopeld Stamping: Enabled

Washington, DC 20006

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

leasing@gsa.gov

IP Address: 173.69.139.51

Record Tracking

Status: Original

Holder: GSA Leasing

Location: DocuSign

6/12/2026 2:24:53 PM

leasing@gsa.gov

Security Appliance Status: Connected

Pool: FedRamp

Signer Events

Signature

Timestamp

BOB HOPE AIRPORT

jhatanaka@bur.org

Security Level: Email, Account Authentication
(None)

Sent: 6/12/2026 2:24:55 PM

Viewed: 6/12/2026 5:29:23 PM

Electronic Record and Signature Disclosure:

Accepted: 6/12/2026 5:29:23 PM

ID: fa06522f-f71e-42b3-ac16-0c2e81db8fa3

Michael Stump

michael.stump@gsa.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 2/13/2024 8:34:41 PM

ID: 3065bd73-5e2b-414c-a44d-937415754652

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

G-REX

g-rex.file@gsa.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

PBSLESSORCOMMS

pbslessorcomms@gsa.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/12/2026 2:24:55 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

2026

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, PBS Leasing (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact PBS Leasing:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: craig.saunders@gsa.gov

To advise PBS Leasing of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at craig.saunders@gsa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from PBS Leasing

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to craig.saunders@gsa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with PBS Leasing

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to craig.saunders@gsa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify PBS Leasing as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by PBS Leasing during the course of your relationship with PBS Leasing.

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	Lease Amendment No. DFC26
	TO LEASE NO. LCA02701
ADDRESS OF PREMISES 2627 HOLLYWOOD WAY 2627 N Hollywood Way Burbank, CA 91505	PDN Number: N/A

THIS AMENDMENT is made and entered into between
BOB HOPE AIRPORT

whose address is: **2627 N Hollywood Way**
Burbank, CA 91505

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to include the DEI Discrimination by Federal Contractors clause.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution, as follows:

The following FAR clause is hereby
incorporated into this Lease pursuant
to, and subject to the validity of,
Executive Order No. 14398:



The following FAR clause is hereby incorporated into this Lease:

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Name: _____
Title: _____
Entity: _____
Date: _____

FOR THE GOVERNMENT:

Name: Michael Stump
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: _____

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.

INITIALS: _____ & _____
LESSOR GOV'T

Certificate Of Completion

Envelope Id: BEF48A77-81BF-86B6-837B-ABC21839925D

Status: Sent

Subject: Please DocuSign: GSA Lease LCA01775

Source Envelope:

Document Pages: 2

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

GSA Leasing

AutoNav: Enabled

1800 F St. NW

Envelopeld Stamping: Enabled

Washington, DC 20006

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

leasing@gsa.gov

IP Address: 173.69.139.51

Record Tracking

Status: Original

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Location: DocuSign

6/12/2026 2:24:53 PM

leasing@gsa.gov

Security Appliance Status: Connected

Pool: FedRamp

Signer Events

Signature

Timestamp

BOB HOPE AIRPORT

jhatanaka@bur.org

Security Level: Email, Account Authentication
(None)

Sent: 6/12/2026 2:24:55 PM

Viewed: 6/12/2026 5:29:23 PM

Electronic Record and Signature Disclosure:

Accepted: 6/12/2026 5:29:23 PM

ID: fa06522f-f71e-42b3-ac16-0c2e81db8fa3

Michael Stump

michael.stump@gsa.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 2/13/2024 8:34:41 PM

ID: 3065bd73-5e2b-414c-a44d-937415754652

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

G-REX

g-rex.file@gsa.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

PBSLESSORCOMMS

pbslessorcomms@gsa.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/12/2026 2:24:55 PM
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All notices and disclosures will be sent to you electronically

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- ii. send us an email to craig.saunders@gsa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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