



June 3, 2021

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, June 7, 2021, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

Pursuant to Governor Newsom's Executive Order N-29-20, members of the Commission or staff may participate in this meeting via teleconference. In the interest of maintaining appropriate social distancing, members of the public may observe and participate in the meeting telephonically through the following number:

*Dial In: (818) 862-3332*

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

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

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Skyroom

Regular Meeting of Monday, June 7, 2021

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 of the public are requested to observe the following decorum when attending or participating in meetings of the Commission:*

- *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 five 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, June 7, 2021

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT  
(For items not on the Agenda. Public Comment on specific Agenda items will be received at the time the item is presented.)
5. CONSENT CALENDAR
  - a. Committee Minutes  
(For Note and File)
    - 1) Finance and Administration Committee
      - (i) May 10, 2021 **[See page 1]**
      - (ii) May 17, 2021 **[See page 3]**
  - b. Commission Minutes  
(For Approval)
    - 1) May 17, 2021 **[See page 5]**
  - c. Treasurer's Report
    - 1) March 2021 **[See page 8]**
  - d. Approval of Joint Incentive Program  
COVID-19 Vaccination **[See page 34]**
6. ITEMS FOR COMMISSION APPROVAL
  - a. Appointment of Committees
  - b. Award of Professional Services Agreement **[See page 37]**
  - c. Award of Month-to-Month Office Lease – Frontier Airlines, Inc. **[See page 42]**
  - d. Review of the Proposed Fiscal Year 2021/2022 ("FY 2022")  
Annual Budget; and Proposed Resolution 490, A Resolution  
of the Burbank-Glendale-Pasadena Airport Authority  
Commission Adopting the Fiscal Year 2021/2022 ("FY 2022")  
Annual Budget **[See page 44]**

7. ITEMS FOR COMMISSION INFORMATION

- a. Future Award of License Agreement – City of Los Angeles Fire Department (COVID-19 Mobile Trailer Storage)
- b. April 2021 Passenger and Air Cargo Statistics **[See page 51]**
- c. April 2021 Transportation Network Companies
- d. April 2021 Parking Revenue Statistics

8. CLOSED SESSION

- a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2)): 1 potential case. Facts and Circumstances: FAA Southern California Metroplex Project
- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2)): 1 potential case.

9. EXECUTIVE DIRECTOR COMMENTS

10. COMMISSIONER COMMENTS  
(Other updates and information items, if any)

11. ADJOURNMENT



## COMMISSION NEWSLETTER

Monday, June 7, 2021

[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. Approved minutes of the Finance and Administration Committee special meeting of May 10, 2021; approved minutes of the regular meeting of May 17, 2021 are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. Draft minutes of the May 17, 2021, Commission meeting are attached for the Commission's review and approval.
- c. TREASURER'S REPORT. The Treasurer's Report for March 2021 is included in the agenda packet. At its May 17, 2021, meeting, the Finance and Administration Committee voted (3-0) to recommend that the Commission note and file this report.
- d. APPROVAL OF JOINT INCENTIVE PROGRAM – COVID-19 VACCINATION. A staff report is included in the agenda packet. Based on discussions with the Commission regarding a potential incentive program to encourage all TBI Airport Management Inc., staff and the Authority's sworn officers of the Airport Police Department to get vaccinated against COVID-19, staff seeks Commission approval of a cost sharing for a proposed Vaccination Incentive Program developed by TBI.

### 6. ITEMS FOR COMMISSION APPROVAL

- a. APPOINTMENT OF COMMITTEES. No staff report is attached. This item is included in the agenda to provide the Commission President the opportunity to make any standing or ad hoc committee appointments that he may wish to make.
- b. AWARD OF PROFESSIONAL SERVICES AGREEMENT. A staff report is included in the agenda packet. In conjunction with the development of a Replacement Passenger Terminal, Staff seeks Commission approval of a Professional Services Agreement ("Agreement") with Georgino Development LLC for strategic planning consulting services for the period from June 1, 2021 to May 31, 2022, with one extension option exercisable by mutual agreement for a period of one year. Compensation under the proposed Agreement is for a monthly retainer fee of \$4,000 with a seven-day cancellation provision by either party.
- c. AWARD OF MONTH-TO-MONTH OFFICE LEASE – FRONTIER AIRLINES, INC. A staff report is included in the agenda packet. Staff seeks Commission approval to award a proposed Month-to-Month Office Lease ("Lease") to Frontier Airlines, Inc. ("Frontier") to provide administrative office space in support of their operations scheduled to begin on July 15, 2021, from Hollywood Burbank Airport.

Due to the limited time available prior to the start of service, staff is bringing the proposed Lease to the Commission for its consideration without a recommendation from the Finance and Administration Committee.

- d. REVIEW OF THE PROPOSED FISCAL YEAR 2021/2022 (“FY 2022”) ANNUAL BUDGET, AND PROPOSED RESOLUTION NO 490, A RESOLUTION OF THE BURBANK-GLENDALE-PASADENA AUTHORITY COMMISSION ADOPTING THE FISCAL YEAR 2021/2022 (“FY 2022”) ANNUAL BUDGET. A staff report is included in the agenda packet. At the May 26, 2021, Finance and Administration Committee special meeting, the Committee voted unanimously (3-0) to recommend to the Commission that it adopt the proposed FY 2022 Budget. Staff seeks the Commission approval of Resolution No. 490 adopting the same.

## 7. ITEMS FOR COMMISSION INFORMATION

- a. FUTURE AWARD OF LICENSE AGREEMENT – CITY OF LOS ANGELES FIRE DEPARTMENT (COVID-19 MOBILE TRAILER STORAGE). No staff report attached. Airport Police and Airport Fire Departments have been working with the City of Los Angeles Fire Department (“LAFD”) on matters of mutual assistance during the COVID-19 pandemic. As the mass vaccination sites within the City of Los Angeles are closing, LAFD needs to store 180 mobile trailer which can be deployed to various emergency responses in the local vicinity for a period of approximately one-year. After reviewing space at the Airport, the Adjacent Parcel was offered for these trailers and staff negotiated a no cost license agreement. As time is of the essence to relocate the trailers, upon execution by the City of Los Angeles Office of the Mayor, the license agreement will be presented directly to the Commission without a recommendation from the Legal, Environmental and Government Affairs Committee for its consideration.
- b. APRIL 2021 PASSENGER AND AIR CARGO STATISTICS. A staff report is included in the agenda packet. The April 2021 passenger count of 171,591 was down 65% compared to April of 2019’s 486,027 passengers. Also compared to April of 2019, air carrier aircraft operations in April 2021, decreased 57%, while cargo volume was up 5%, at 9.1 million pounds.
- c. APRIL 2021 TRANSPORTATION NETWORK COMPANIES. No staff report attached. Staff will update the Commission on TNC activity for the month of April 2021.
- d. APRIL 2021 PARKING REVENUE STATISTICS. No staff report attached. Staff will present parking revenue data for the month of April 2021.

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

**MONDAY, MAY 10, 2021**

A special meeting of the Finance and Administration Committee was called to order on this date in the Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California, at 9:00 a.m., by Commissioner Selvidge.

**1. ROLL CALL**

**Present:** Commissioners Selvidge (via teleconference), and Adams, Najarian (via teleconference)

**Absent:** None

**Also Present:** Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration; David Kwon, Director, Financial Services

**2. Approval of Agenda**

The agenda was approved as presented.

**Motion**

Commissioner Najarian moved approval of the minutes, seconded by Commissioner Adams.

**Motion Approved**

There being no objection, the motion was approved (3-0).

**3. Public Comment**

There were no public comments.

**4. Approval of Minutes**

**a. May 3, 2021**

Draft minutes for the May 3, 2021, meeting of the Finance and Administration Committee meeting was presented for approval.

**Motion**

Commissioner Adams moved approval of the minutes, seconded by Commissioner Najarian.

**Motion Approved**

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (3-0).

**5. Items for Discussion**

**a. Proposed Fiscal Year 2021-2022  
("FY 2022") Budget**

Staff presented and continued to discuss with the Committee a draft of the FY 2022 proposed budget.

**6. Adjournment**

There being no further business to discuss, the meeting was adjourned at 9:50 a.m.

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

**MONDAY, MAY 17, 2021**

A regular meeting of the Finance and Administration Committee was called to order on this date in the Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California, at 10:05 a.m., by Commissioner Selvidge.

**1. ROLL CALL**

**Present:**

Commissioners Selvidge), Najarian (via teleconference) and Adams

**Absent:**

None

**Also Present:**

Staff: John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration; David Kwon, Director, Financial Services

Also Present: James Wilkinson, Columbia Management Investments; John Dempsey, Columbia Management Investments (both via teleconference)

**2. Staff Announcement: AB 23**

The Senior Deputy 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. There being no objection, a voice vote was taken to accommodate those attending via teleconference. The motion was unanimously approved (3–0). Commissioner Selvidge announced that Item 8.a. would be taken out of order.

**4. Public Comment**

There were no public comments.

**5. Approval of Minutes**

**a. May 10, 2021**

Draft minutes for the May 10, 2021, special meeting of the Finance and Administration Committee was presented for approval.

**Motion**

Commissioner Adams moved approval of the minutes, seconded by Commissioner Najarian.

**Motion Approved**

There being no objection, a voice vote was taken to accommodate those attending via teleconference. The motion was unanimously approved (3–0).

**8. Items for Information**

**a. CMIA Quarterly Investment Portfolio Review – Third Quarter (January to March 31, 2021)**

Staff introduced James Wilkinson of Columbia Management Investments, the Authority’s investment advisor, who participated via teleconference. Mr. Wilkinson and his colleague John Dempsey, presented an update on the status of the Authority’s Operating and Passenger Facility Charge Quarterly Investment Portfolio reports ended March 31, 2021.

**6. Treasurer’s Report**

**a. March 2021**

A copy of the March 2021 Treasurer’s Report was included in the agenda packet for the Committee’s review.

**Motion**

Commissioner Adams moved approval, seconded by Commissioner Najarian.

**Motion Approved**

There being no objection, the motion was unanimously approved (3–0) that it be forwarded to the Commission for note and file. A voice vote was taken to accommodate those attending via teleconference.

**7. Items for Discussion**

**a. FY 2022 Budget Development (Draft Budget Review - continued)**

Staff presented and continued discussions with the Committee regarding the proposed FY 2022 budget.

**8. Items for Information - continued**

**b. Committee Pending Items**

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

**9. Adjournment**

There being no further business to discuss, the meeting was adjourned at 10:48 a.m.

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

**MONDAY, MAY 17, 2021**

A regular meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:01 a.m., by President Selvidge.

**1. ROLL CALL**

**Present:** Commissioners Selvidge (via teleconference), Brown, Adams, Devine (via teleconference), Agajanian (via teleconference) (arrived 9:05), Najarian (via teleconference) and Kennedy (via teleconference)

**Absent:** Commissioners Madison, Wiggins

**Also Present:** Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration; Scott Kimball, Deputy Executive Director, Business and Properties, SMS, Procurement and Operations

**2. PLEDGE OF ALLEGIANCE**

Staff led the assembly in the recitation of the Pledge of Allegiance to the Flag.

**3. APPROVAL OF AGENDA**

The agenda was approved as presented.

**4. PUBLIC COMMENT**

There were no public comments.

**5. CONSENT CALENDAR**

**a. Committee Minutes  
(For Note and File)**

**1) Finance and  
Administration  
Committee**

**(i) April 19, 2021**

Approved minutes of the Finance and Administration Committee meeting for April 19, 2021, was included in the agenda packet for information purposes.

**(ii) May 3, 2021**

Approved minutes of the Finance and Administration Committee meetings for May 3, 2021, was included in the agenda packet for information purposes.

**b. Commission Minutes  
(For Approval)**

**1) May 3, 2021**

Minutes of the May 3, 2021, Commission meeting were included in the agenda packet for review and approval.

**MOTION**

Commissioner Adams moved approval of the Consent Calendar; seconded by Commissioner Brown.

**MOTION APPROVED**

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved unanimously (7-0, 2 absent).

**AYES:** Commissioners Selvidge (via teleconference) Brown, Adams, Agajanian (via teleconference), Devine (via teleconference); Najarian (via teleconference) and Kennedy (via teleconference)

**NOES:** NONE

**ABSENT:** Commissioners Madison and Wiggins

**6. ITEMS FOR COMMISSION  
APPROVAL**

**a. Second Amendment to Lease  
Agreement – Herc Rentals, Inc.**

At its meeting on May 3, 2021, the Finance and Administration Committee voted (2-0, 1 absent) to recommend that the Commission approve a proposed Second Amendment to the Lease Agreement (“Lease”) with Herc Rentals, Inc. (“Herc”). This company was formerly known as Hertz Equipment Rental Corporation.

The Lease has an expiration date of March 1, 2022 with an extension term for five years subject to the Authority receiving a 12-month prior written notice from Herc requesting the extension option. Herc has requested the extension option which would extend the term from March 1, 2022 to March 1, 2027.

**MOTION**

Commissioner Adams moved approval of the Consent Calendar; seconded by Commissioner Brown.

**MOTION APPROVED**

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved unanimously (7-0, 2 absent).

**AYES:** Commissioners Selvidge (via teleconference), Brown, Adams, Agajanian (via teleconference), Devine (via teleconference); Najarian (via teleconference) and Kennedy (via teleconference)



NOES: NONE

ABSENT: Commissioners Madison and Wiggins

**7. ITEMS FOR COMMISSION INFORMATION**

**a. Financial Performance Update First Nine Months of FY 2021**

Staff updated the Commission with information regarding the financial results for the first nine months of FY 2021 at the Airport.

**8. CLOSED SESSION**

Meeting convened to Close Session at 9:33 a.m.

**a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2)); 1 potential case. Facts and Circumstances: FAA Southern California Metroplex Project**

**Meeting Reconvened to Open Session**

The meeting reconvened to open session at 10:00 a.m. with seven Commissioners present.

**Closed Session Report**

No reportable action taken on the presented item.

**9. EXECUTIVE DIRECTOR COMMENTS**

The Executive Director updated the Commission by informing them that the Federal Aviation Administration (“FAA”) will be moving forward with the Environmental Impact Statement (“EIS”) and should have updated information on this issue posted on the FAA website by the end of the week. Once that information is revealed, it will be posted on the Airport’s website as well.

**10. COMMISSIONER COMMENTS (Other updates and information, if any)**

There were no Commissioner comments.

**11. ADJOURNMENT**

There being no further business, the meeting was adjourned at 10:03 a.m.

\_\_\_\_\_  
Ross Selvidge, President

\_\_\_\_\_  
Don Brown, Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



June 7, 2021

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

Dear Commissioners:

The attached report, covering the month of March 2021, fulfills the legal requirements of the California Code and our Investment Policy. Based on projected income and expenses, as well as investment liquidity, there will be sufficient funds available to meet the needs of the Airport Authority for the six month period following the date of the attached report.

Sincerely,

[To be signed]

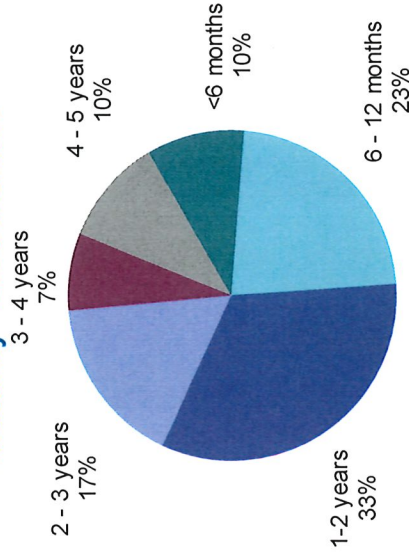
Vrej Agajanian  
Treasurer

Attachments

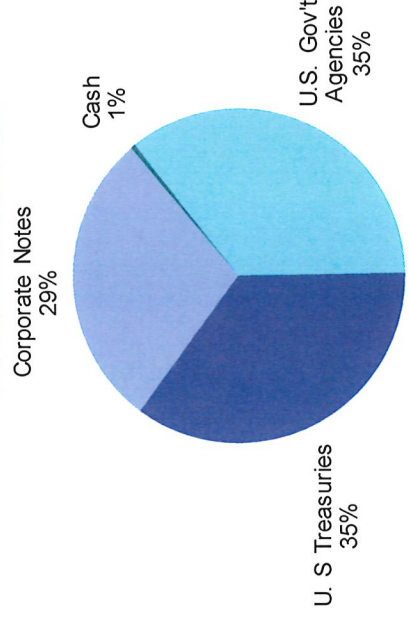
# Operating Portfolio Investment Guidelines Conformance as of March 31, 2021

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	4.61 Years	70%	35%
Corporate Notes	5 Years	4.39 Years	30%	29%
LAIF	N/A	N/A	\$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	1%
U.S. Gov Securities (Treasuries)	5 Years	4.25 Years	No Limit	35%

## Maturity Distribution



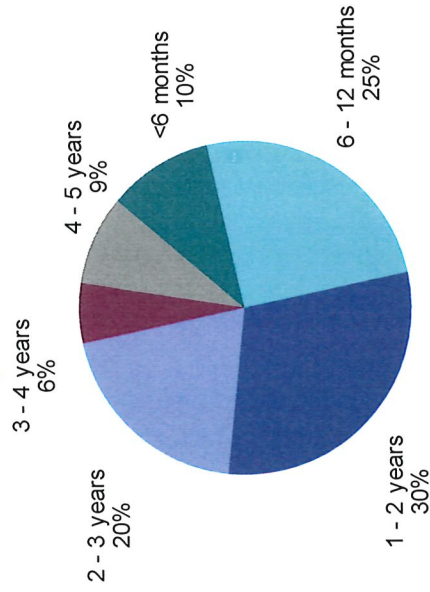
## Sector Allocation



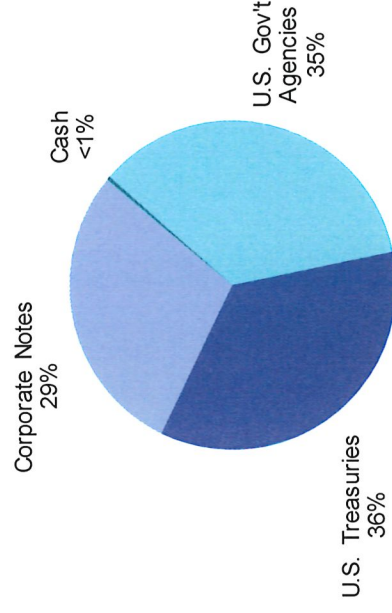
# PFC Portfolio Investment Guidelines Conformance as of March 31, 2021

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	4.61 Years	70%	35%
Corporate Notes	5 Years	4.39 Years	30%	29%
LAIF	N/A	N/A	\$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	<1%
U.S. Gov Securities (Treasuries)	5 Years	4.25 Years	No Limit	36%

## Maturity Distribution



## Sector Allocation



**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Investments**  
**As of 03/31/21**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
03/31/21	Columbia Treasury Reserves	097101307	0.000	03/31/21	03/31/21	\$ 941,206	\$ 941,206	\$ 941,206	\$ -	0.00%	0	0.41%
06/13/18	FNMA	3135G0K69	1.250	05/06/21	05/06/21	3,000,000	2,883,300	3,003,467	120,167	0.06%	36	1.31%
12/21/18	General Dynamics Corporation	369550BE7	3.000	05/11/21	05/11/21	1,300,000	1,305,578	1,303,583	(1,995)	0.51%	41	0.57%
03/01/18	Fifth Third Bank	31677QBG3	2.250	06/14/21	06/14/21	1,000,000	977,850	1,002,237	24,387	1.14%	75	0.44%
06/20/18	Walmart Inc	931142EJ8	3.125	06/23/21	06/23/21	1,300,000	1,299,935	1,308,388	8,453	0.29%	84	0.57%
05/31/18	Treasury Note	912828WR7	2.125	06/30/21	06/30/21	12,500,000	12,338,867	12,564,453	225,586	0.07%	91	5.48%
10/05/17	Florida Power Corporation	341099CP2	3.100	08/15/21	08/15/21	705,000	728,709	707,256	(21,453)	2.22%	137	0.31%
05/31/19	FNMA Benchmark Note	3135G0N82	1.250	08/17/21	08/17/21	300,000	295,398	301,224	5,826	0.17%	139	0.13%
08/31/18	Treasury Note	912828T34	1.125	09/30/21	09/30/21	2,300,000	2,200,367	2,312,398	112,031	0.05%	183	1.01%
12/23/16	Federal Home Loan Banks	3130AABG2	1.875	11/29/21	11/29/21	15,000,000	14,742,129	15,164,952	422,823	0.21%	243	6.62%
01/23/17	Pfizer Inc	717081DZ3	2.200	12/15/21	12/15/21	1,500,000	1,498,845	1,521,085	22,240	0.20%	259	0.66%
04/15/19	FNMA Benchmark Note	3135G0S38	2.000	01/05/22	01/05/22	3,800,000	3,812,172	3,856,353	44,181	0.05%	280	1.68%
06/23/17	FHLMC	3137EADB2	2.375	01/13/22	01/13/22	8,125,000	8,173,493	8,271,861	98,368	0.08%	288	3.61%
06/26/19	Target Corporation	87612EAAZ9	2.900	01/15/22	01/15/22	1,300,000	1,329,214	1,326,844	(2,370)	0.28%	290	0.58%
08/15/18	Berkshire Hathaway Finance Corp	084670BF4	3.400	01/31/22	01/31/22	1,500,000	1,521,795	1,538,438	16,643	0.30%	306	0.67%
02/03/17	Treasury Note	912828H86	1.500	01/31/22	01/31/22	2,450,000	2,386,645	2,479,285	92,640	0.07%	306	1.08%
08/06/18	PacificCorp	695114CP1	2.950	02/01/22	02/01/22	1,000,000	991,823	1,015,219	23,396	1.11%	307	0.44%
11/05/18	Microsoft Corporation	594918BA1	2.375	02/12/22	02/12/22	1,225,000	1,199,000	1,245,466	46,466	0.43%	318	0.54%
02/21/17	Walt Disney Co	25468PCT1	2.550	02/15/22	02/15/22	1,300,000	1,309,135	1,324,991	15,856	0.34%	321	0.58%
09/25/20	American Express Credit Corp	0258M0EG0	2.700	03/03/22	03/03/22	1,300,000	1,341,041	1,326,184	(14,857)	0.51%	337	0.58%
09/28/17	FHLB	313378CR0	2.250	03/11/22	03/11/22	4,000,000	4,059,140	4,077,212	18,072	0.20%	345	1.78%
04/17/17	BB&T Corp	05531FAX1	2.750	04/01/22	04/01/22	1,500,000	1,523,109	1,533,917	10,808	0.48%	366	0.67%
05/18/17	Federal National Mortgage Association	3135G0T45	1.875	04/05/22	04/05/22	8,300,000	8,166,654	8,447,165	280,511	0.12%	370	3.69%
01/31/19	Treasury Note	912828X47	1.875	04/30/22	04/30/22	9,475,000	9,301,015	9,657,468	356,453	0.10%	395	4.21%
05/06/19	Apple Inc	037833CQ1	2.300	05/11/22	05/11/22	1,250,000	1,241,250	1,275,949	34,699	0.43%	406	0.56%
01/15/19	Oracle Corporation	68389XBB0	2.500	05/15/22	05/15/22	1,265,000	1,243,561	1,289,709	46,148	0.75%	410	0.56%
10/03/17	Home Depot Inc	437076BG6	2.625	06/01/22	06/01/22	1,200,000	1,214,701	1,229,548	14,847	0.51%	427	0.54%
09/25/17	Caterpillar Financial Services	14913QAA7	2.400	06/06/22	06/06/22	1,500,000	1,503,869	1,536,733	32,864	0.32%	432	0.67%
02/15/19	Cisco Systems Inc	17275RAV4	3.000	06/15/22	06/15/22	1,200,000	1,210,416	1,239,839	29,423	0.24%	441	0.54%
08/01/17	Treasury Note	912828XQ8	2.000	07/31/22	07/31/22	9,850,000	9,706,887	10,097,404	390,517	0.12%	487	4.41%
11/01/19	Procter & Gamble Company	742718EU9	2.150	08/11/22	08/11/22	1,275,000	1,290,912	1,308,417	17,505	0.22%	498	0.57%
02/15/19	Burlington Northern Santa Fe LLC	12189LAL5	3.050	09/01/22	09/01/22	1,200,000	1,211,382	1,237,475	26,093	0.83%	519	0.54%
01/09/19	John Deere Capital Corp	24422ETV1	2.150	09/08/22	09/08/22	1,500,000	1,460,768	1,540,381	79,613	0.27%	526	0.67%
05/18/18	Merck & Co Inc	589331AT4	2.400	09/15/22	09/15/22	1,500,000	1,448,385	1,537,625	89,240	0.67%	533	0.67%
09/25/17	National Rural Utilities Coop	63743HEQ1	2.300	09/15/22	09/15/22	1,000,000	995,980	1,024,287	28,307	0.62%	533	0.45%

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Investments**  
**As of 03/31/21**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
10/03/17	Treasury Note	912828ZW9	1.875	09/30/22	09/30/22	9,125,000	9,098,667	9,363,462	264,795	0.13%	548	4.09%
09/12/19	FNMA	3135G0T78	2.000	10/05/22	10/05/22	4,500,000	4,543,965	4,624,674	80,709	0.16%	553	2.02%
07/25/18	Bank of America Corp	06051GEU9	3.300	01/11/23	01/11/23	1,825,000	1,815,791	1,918,332	102,541	0.41%	651	0.84%
09/26/19	Federal National Mortgage Association	3135G0T94	2.375	01/19/23	01/19/23	4,800,000	4,919,052	4,990,328	71,276	0.17%	659	2.18%
03/20/19	JP Morgan Chase & CO	46825HJH4	3.200	01/25/23	01/25/23	1,825,000	1,843,112	1,917,811	74,699	0.41%	665	0.84%
10/31/19	Treasury Note	9128283U2	2.375	01/31/23	01/31/23	4,200,000	4,309,594	4,370,461	60,867	0.17%	671	1.91%
03/18/19	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	02/15/23	1,365,000	1,371,071	1,417,046	45,975	0.70%	686	0.62%
10/02/19	Pepsico Inc	713448CG1	2.750	03/01/23	03/01/23	1,300,000	1,344,486	1,361,162	16,676	0.29%	700	0.59%
12/03/19	Treasury Note	9128284L1	2.750	04/30/23	04/30/23	6,850,000	7,104,980	7,214,441	109,461	0.20%	760	3.15%
11/03/20	Loews Corporation	540424AQ1	2.625	05/15/23	05/15/23	1,500,000	1,572,790	1,558,343	(14,447)	0.88%	775	0.68%
06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	05/15/23	1,125,000	1,125,878	1,166,898	41,020	0.61%	775	0.51%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	1,250,000	1,234,086	1,303,381	69,295	0.76%	792	0.57%
05/05/20	Federal Home Loan Mortgage Corp	3137EAEN5	2.750	06/19/23	06/19/23	6,250,000	6,718,056	6,599,955	(118,101)	0.22%	810	2.88%
03/04/21	Wells Fargo & Company	94988J5R4	3.550	08/14/23	08/14/23	1,650,000	1,773,371	1,765,785	(7,586)	0.56%	866	0.77%
01/21/20	FNMA	3135G0U43	2.875	09/12/23	09/12/23	5,050,000	5,296,103	5,371,892	75,789	0.26%	895	2.34%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	6,775,000	7,065,870	7,219,609	153,739	0.25%	913	3.15%
03/16/20	Treasury Note	9128285P1	2.875	11/30/23	11/30/23	3,200,000	3,479,090	3,420,750	(58,340)	0.28%	974	1.49%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	1,750,000	1,806,515	1,894,659	88,144	0.74%	1028	0.83%
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	02/12/24	1,400,000	1,521,590	1,520,872	(718)	0.58%	1048	0.66%
06/22/20	Comcast Corporation	2003NCR0	3.700	04/15/24	04/15/24	1,500,000	1,660,320	1,636,728	(23,592)	0.67%	1111	0.71%
03/16/21	Bank of New York Mellon Corp	06406HCV9	3.400	05/15/24	05/15/24	1,325,000	1,436,218	1,434,951	(1,267)	0.73%	1141	0.63%
06/23/20	Prudential Financial Inc	74432QBZ7	3.500	05/15/24	05/15/24	1,500,000	1,660,011	1,634,376	(25,635)	0.60%	1141	0.71%
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	1,475,000	1,593,144	1,575,321	(17,823)	0.82%	1213	0.69%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	1,500,000	1,543,546	1,586,896	43,350	0.56%	1233	0.69%
02/12/21	PNC Bank NA	69353REF1	3.300	10/30/24	10/30/24	1,475,000	1,614,555	1,609,454	(5,101)	0.72%	1309	0.70%
06/25/20	Wisconsin Electric Power Company	976656CL0	2.050	12/15/24	12/15/24	1,100,000	1,161,130	1,149,538	(11,592)	0.81%	1355	0.50%
08/05/20	FHLB	3130A4CH3	2.050	12/15/24	12/15/24	250,000	273,060	266,763	(6,297)	0.65%	1355	0.12%
03/29/21	US Bank NA/Cincinnati OH	90331HPL1	2.050	01/21/25	01/21/25	1,250,000	1,300,063	1,296,621	(3,442)	1.05%	1392	0.57%
10/01/20	FHLMC Reference Note	3137EAEP0	1.500	02/12/25	02/12/25	500,000	524,867	517,061	(7,806)	0.62%	1414	0.23%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	1,450,000	1,555,182	1,535,344	(19,838)	1.17%	1436	0.67%
08/05/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	1,500,000	1,660,740	1,617,663	(43,077)	1.12%	1445	0.71%
05/12/20	Intel Corp	458140BP4	3.400	03/25/25	03/25/25	1,000,000	1,106,180	1,089,240	(16,940)	1.14%	1455	0.48%
05/05/20	Florida Power & Light Company	341081FZ5	2.850	04/01/25	04/01/25	1,000,000	1,086,930	1,066,879	(20,051)	1.16%	1462	0.47%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	250,000	274,895	270,752	(4,143)	1.12%	1462	0.12%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	4,000,000	4,033,674	3,966,630	(67,044)	0.71%	1475	1.73%

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Investments**  
**As of 03/31/21**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
08/05/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	9,000,000	8,958,042	8,817,188	(140,854)	0.74%	1552	3.85%
11/19/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	400,000	452,247	441,173	(11,074)	1.25%	1581	0.19%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	1,500,000	1,705,082	1,650,247	(54,835)	1.20%	1601	0.72%
09/25/20	FNMA Benchmark Note	3135G05X7	0.375	08/25/25	08/25/25	3,500,000	3,493,349	3,437,386	(55,963)	0.79%	1608	1.50%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	5,000,000	4,998,149	4,921,005	(77,144)	0.85%	1682	2.15%
	<b>Subtotal</b>					<b>\$214,076,206</b>	<b>\$216,889,982</b>	<b>\$220,069,096</b>	<b>\$ 3,179,114</b>	<b>0.36%</b>	<b>661</b>	<b>96.04%</b>
	Local Agency Investment Fund (LAIF)					9,065,034	9,065,034	9,076,546	11,512	0.36%	220	3.96%
	<b>Subtotal</b>					<b>\$223,141,240</b>	<b>\$225,955,016</b>	<b>\$229,145,642</b>	<b>\$ 3,190,626</b>	<b>0.36%</b>	<b>644</b>	<b>100.00%</b>
	Operating Bank Balance						6,923,900					
	<b>TOTAL</b>						<b>\$232,878,916</b>					



**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Purchases - Maturities - Sales**  
**As of 03/31/21**

**PURCHASES**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
03/01/21	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	800,000.00	106.69400	\$ 853,552.00	\$ (10,655.40)
03/04/21	Wells Fargo & Company	94988J5R4	3.550	08/14/23	1,650,000.00	107.47700	1,773,370.50	(3,905.00)
03/16/21	Bank of New York Mellon Corp	06406HCV9	3.400	05/15/24	975,000.00	108.40200	1,056,919.50	(11,326.25)
03/16/21	Bank of New York Mellon Corp	06406HCV9	3.400	05/15/24	350,000.00	108.37100	379,298.50	(4,065.83)
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	1,400,000.00	108.68500	1,521,590.00	(6,766.67)
03/29/21	US Bank NA/Cincinnati OH	90331HPL1	2.050	01/21/25	1,250,000.00	104.00500	1,300,062.50	(4,982.64)
03/30/21	PNC Bank NA	69353REF1	3.300	10/30/24	1,225,000.00	109.27900	1,338,667.75	(16,956.04)
<b>TOTAL PURCHASES</b>						<b>\$ 7,650,000.00</b>	<b>\$ 8,223,460.75</b>	<b>\$ (58,657.83)</b>

**MATURITIES**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
03/06/18	Exxon Mobil Corp	30231GAV4	2.222	03/01/21	\$ 1,050,000.00	98.65995	\$ 1,035,929.50	\$ 14,070.50
04/24/18	Wells Fargo & Company	949746RT0	3.240	03/04/21	1,300,000.00	102.34876	1,330,533.90	(30,533.90)
<b>TOTAL MATURITIES</b>						<b>\$ 2,350,000.00</b>	<b>\$ 2,366,463.40</b>	<b>\$ (16,463.40)</b>

**SALES / REDEMPTIONS**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Purchase Cost	Gain / (Loss)
01/25/18	Bank of New York Mellon Corp	06406FAA1	2.500	04/15/21	03/15/21	\$ 1,225,000.00	100.00000	\$ 1,216,442.75	\$ 8,557.25
02/14/19	IBM Credit LLC	44932HAH6	3.000	02/06/23	03/26/21	1,425,000.00	105.10317	1,434,242.50	63,477.73
04/24/18	US Bank NA	90331HNQ2	2.256	04/26/21	03/26/21	1,175,000.00	100.00000	1,175,000.00	-
12/05/16	PNC Bank NA	69355REW4	2.150	04/29/21	03/30/21	1,450,000.00	100.00000	1,436,649.00	13,351.00
<b>TOTAL SALES</b>						<b>\$ 5,275,000.00</b>	<b>\$ 5,347,720.23</b>	<b>\$ 5,262,334.25</b>	<b>\$ 85,385.98</b>



**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Earnings Report**  
**03/01/21-03/31/21**

Type of Investment	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
<b>FIXED INCOME</b>									
Exxon Mobil Corp	NOTE	03/01/21	11,665.50	11,665.50	-	-	-	-	-
Wells Fargo & Company	NOTE	03/04/21	4,933.99	5,104.13	-	-	170.14	-	170.14
Bank of New York Mellon Corp	NOTE	04/15/21	11,569.44	12,760.42	-	-	1,190.98	-	1,190.98
IBM Credit LLC	NOTE	02/06/23	2,968.75	5,937.50	-	-	2,968.75	-	2,968.75
US Bank NA	NOTE	04/26/21	593.98	1,030.73	-	-	436.75	-	436.75
PNC Bank NA	NOTE	04/29/21	10,564.86	13,076.18	-	-	2,511.32	-	2,511.32
FNMA	NOTE	05/06/21	11,979.17	-	-	15,104.17	3,125.00	3,359.88	6,484.88
General Dynamics Corporation	NOTE	05/11/21	11,916.67	-	-	15,166.67	3,250.00	(332.49)	2,917.51
Fifth Third Bank	NOTE	06/14/21	4,812.50	-	-	6,687.50	1,875.00	578.33	2,453.33
Walmart Inc	NOTE	06/23/21	7,673.61	-	-	11,059.03	3,385.42	1.82	3,387.24
Treasury Note	NOTE	06/30/21	44,026.24	-	-	66,773.14	22,746.90	4,440.11	27,187.01
Florida Power Corporation	NOTE	08/15/21	971.33	-	-	2,792.59	1,821.26	(547.13)	1,274.13
FNMA Benchmark Note	NOTE	08/17/21	145.83	-	-	458.33	312.50	173.88	486.38
Treasury Note	NOTE	09/30/21	10,804.94	12,937.50	-	70.70	2,203.26	2,806.68	5,009.94
Federal Home Loan Banks	NOTE	11/29/21	71,875.01	-	-	95,312.51	23,437.50	5,398.50	28,836.00
Pfizer Inc	NOTE	12/15/21	6,966.67	-	-	9,716.67	2,750.00	19.66	2,769.66
FNMA Benchmark Note	NOTE	01/05/22	11,822.22	-	-	18,155.55	6,333.33	(415.71)	5,917.62
FHLMC	NOTE	01/13/22	25,729.17	-	-	41,809.90	16,080.73	(410.21)	15,670.52
Target Corporation	NOTE	01/15/22	4,817.23	-	-	7,958.88	3,141.65	(1,010.96)	2,130.69
Berkshire Hathaway Finance Corp	NOTE	01/31/22	4,391.67	-	-	8,641.67	4,250.00	(526.03)	3,723.97
Treasury Note	NOTE	01/31/22	2,944.06	-	-	6,091.16	3,147.10	1,216.68	4,363.78
PacifiCorp	NOTE	02/01/22	2,458.33	-	-	4,916.67	2,458.34	211.03	2,669.37
Microsoft Corporation	NOTE	02/12/22	1,535.50	-	-	3,959.98	2,424.48	689.34	3,113.82
Walt Disney Co	NOTE	02/15/22	1,473.33	-	-	4,235.83	2,762.50	(185.71)	2,576.79
American Express Credit Corp	NOTE	03/03/22	17,355.00	17,555.00	-	2,730.00	2,930.00	(2,559.73)	370.27
FHLB	NOTE	03/11/22	42,500.00	45,000.00	-	5,000.00	7,500.00	(1,107.36)	6,392.64
BB&T Corp	NOTE	04/01/22	17,187.49	-	-	20,625.00	3,437.51	(825.45)	2,612.06
Federal National Mortgage Association	NOTE	04/05/22	63,114.58	-	-	76,083.33	12,968.75	3,245.57	16,214.32
Treasury Note	NOTE	04/30/22	59,382.34	-	-	74,595.99	15,213.65	4,595.07	19,808.72
Apple Inc	NOTE	05/11/22	8,784.72	-	-	11,180.56	2,395.84	249.29	2,645.13
Oracle Corporation	NOTE	05/15/22	9,311.81	-	-	11,947.22	2,635.41	552.23	3,187.64
Home Depot Inc	NOTE	06/01/22	7,875.01	-	-	10,500.00	2,624.99	(330.37)	2,294.62
Caterpillar Financial Services	NOTE	06/06/22	8,500.01	-	-	11,500.01	3,000.00	(284.63)	2,715.37
Cisco Systems Inc	NOTE	06/15/22	7,600.00	-	-	10,600.00	3,000.00	(261.49)	2,738.51

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Earnings Report**  
**03/01/21-03/31/21**

Type of Investment	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Treasury Note	2.000	07/31/22	15,781.77	-	-	32,651.93	16,870.16	3,463.51	20,333.67
Procter & Gamble Company	2.150	08/11/22	1,522.92	-	-	3,807.29	2,284.37	(479.28)	1,805.09
Burlington Northern Santa Fe LLC	3.050	09/01/22	18,300.00	18,300.00	-	3,050.00	3,050.00	(347.90)	2,702.10
John Deere Capital Corp	2.150	09/08/22	15,497.92	16,125.00	-	2,060.41	2,687.49	725.78	3,413.27
Merck & Co Inc	2.400	09/15/22	16,600.00	18,000.00	-	1,600.00	3,000.00	1,127.79	4,127.79
National Rural Utilities Coop	2.300	09/15/22	10,605.56	11,500.00	-	1,022.22	1,916.66	68.52	1,985.18
Treasury Note	1.875	09/30/22	71,445.74	85,546.88	-	467.47	14,568.61	464.11	15,032.72
FNMA	2.000	10/05/22	36,500.00	-	-	44,000.00	7,500.00	(1,196.87)	6,303.13
Bank of America Corp	3.300	01/11/23	8,364.58	-	-	13,383.33	5,018.75	11.12	5,029.87
Federal National Mortgage Association	2.375	01/19/23	13,300.00	-	-	22,800.00	9,500.00	(3,063.13)	6,436.87
JP Morgan Chase & CO	3.200	01/25/23	5,840.00	-	-	10,706.67	4,866.67	(393.60)	4,473.07
Treasury Note	2.375	01/31/23	7,991.02	-	-	16,533.15	8,542.13	(2,862.18)	5,679.95
Unitedhealth Group Inc	2.750	02/15/23	1,668.33	-	-	4,796.46	3,128.13	(205.07)	2,923.06
Pepsico Inc	2.750	03/01/23	17,875.00	17,875.00	-	2,979.17	2,979.17	(1,087.67)	1,891.50
Treasury Note	2.750	04/30/23	62,965.12	-	-	79,096.69	16,131.57	(6,471.78)	9,659.79
Loews Corporation	2.625	05/15/23	11,593.75	-	-	14,875.00	3,281.25	(2,718.14)	563.11
Public Service Electric And Gas	2.375	05/15/23	7,867.19	-	-	10,093.75	2,226.56	(19.86)	2,206.70
Simon Property Group LP	2.750	06/01/23	8,593.75	-	-	11,458.34	2,864.59	311.51	3,176.10
Federal Home Loan Mortgage Corp	2.750	06/19/23	34,375.00	-	-	48,697.92	14,322.92	(12,503.73)	1,819.19
Wells Fargo & Company	3.550	08/14/23	-	-	3,905.00	7,647.29	3,742.29	(3,354.04)	388.25
FNMA	2.875	09/12/23	68,157.46	72,593.75	-	7,662.67	12,098.96	(5,735.95)	6,363.01
Treasury Note	2.875	09/30/23	81,337.23	97,390.63	-	532.19	16,585.59	(6,212.30)	10,373.29
Treasury Note	2.875	11/30/23	23,000.00	-	-	30,835.16	7,835.16	(6,506.84)	1,328.32
Citibank NA	3.650	01/23/24	6,742.36	-	-	12,065.28	5,322.92	(1,105.11)	4,217.81
IBM Corp	3.625	02/12/24	-	-	6,766.67	6,907.64	140.97	(117.82)	23.15
Comcast Corporation	3.700	04/15/24	20,966.67	-	-	25,591.66	4,624.99	(3,650.80)	974.19
Bank of New York Mellon Corp	3.400	05/15/24	-	-	15,392.08	17,018.89	1,626.81	(1,306.09)	320.72
Prudential Financial Inc	3.500	05/15/24	15,458.33	-	-	19,833.34	4,375.01	(3,561.09)	813.92
Bristol-Myers Squibb Co	2.900	07/26/24	4,158.68	-	-	7,723.26	3,564.58	(2,715.27)	849.31
Honeywell International Inc	2.300	08/15/24	1,533.34	-	-	4,408.33	2,874.99	(844.28)	2,030.71
PNC Bank NA	3.300	10/30/24	2,772.92	-	16,956.04	20,416.46	687.50	(596.02)	91.48
Wisconsin Electric Power Company	2.050	12/15/24	4,760.56	-	-	6,639.72	1,879.16	(1,193.05)	686.11
FHLB	2.050	12/15/24	2,754.34	2,968.75	-	280.38	494.79	(417.25)	77.54
US Bank NA/Cincinnati OH	2.050	01/21/25	-	-	4,982.64	4,982.64	-	(37.36)	(37.36)
FHLMC Reference Note	1.500	02/12/25	395.83	-	-	1,020.83	625.00	(477.19)	147.81

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Earnings Report**  
**03/01/21-03/31/21**

Type of Investment	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Exxon Mobil Corp	2.709	03/06/25	8,559.69	19,640.25	10,655.40	2,727.81	3,152.97	(2,197.48)	955.49
Ace InA Holdings Inc	3.150	03/15/25	21,787.50	23,625.00	-	2,100.00	3,937.50	(3,010.67)	926.83
Intel Corp	3.400	03/25/25	14,733.33	17,000.00	-	566.67	2,833.34	(1,850.90)	982.44
Florida Power & Light Company	2.850	04/01/25	11,875.00	-	-	14,250.00	2,375.00	(1,503.98)	871.02
General Dynamics Corporation	3.250	04/01/25	3,385.42	-	-	4,062.50	677.08	(513.66)	163.42
Federal Home Loan Banks	0.500	04/14/25	7,611.11	-	-	9,277.78	1,666.67	(629.62)	1,037.05
Treasury Note	0.250	06/30/25	3,729.28	-	-	5,656.08	1,926.80	775.64	2,702.44
Intel Corp	3.700	07/29/25	1,315.56	-	-	2,548.89	1,233.33	(982.11)	251.22
State Street Corporation	3.550	08/18/25	1,922.92	-	-	6,360.42	4,437.50	(3,543.01)	894.49
FNMA Benchmark Note	0.375	08/25/25	218.75	-	-	1,312.50	1,093.75	112.90	1,206.65
FNMA Benchmark Note	0.500	11/07/25	7,569.44	-	-	9,652.78	2,083.34	31.02	2,114.36
<b>Subtotal</b>			<b>\$ 1,191,684.33</b>	<b>\$ 525,632.22</b>	<b>\$ 58,657.83</b>	<b>\$ 1,109,834.03</b>	<b>\$ 385,124.09</b>	<b>\$ (57,578.40)</b>	<b>\$ 327,545.69</b>
<b>CASH EQUIVALENTS</b>									
Cash Interest (MISC)			-	43.40	-	-	43.40	-	43.40
<b>Subtotal</b>			<b>\$ -</b>	<b>\$ 43.40</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 43.40</b>	<b>\$ -</b>	<b>\$ 43.40</b>
<b>LAIF</b>									
Local Agency Investment Fund			7,443.19	-	-	10,874.26	3,431.07	-	3,431.07
<b>TOTAL</b>			<b>\$ 1,199,127.52</b>	<b>\$ 525,675.62</b>	<b>\$ 58,657.83</b>	<b>\$ 1,120,708.29</b>	<b>\$ 388,598.56</b>	<b>\$ (57,578.40)</b>	<b>\$ 331,020.16</b>

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Investments**  
**As of 03/31/21**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
03/31/21	Columbia Treasury Reserves	097101307	0.000	03/31/21	03/31/21	\$ 163,372	\$ 163,372	\$ 163,372	\$ -	0.00%	0	0.34%
01/24/18	Treasury Note	912828Q78	1.375	04/30/21	04/30/21	1,200,000	1,163,789	1,201,172	37,383	0.19%	30	2.48%
05/31/18	FNMA	3135G0K69	1.250	05/06/21	05/06/21	925,000	891,013	926,069	35,056	0.06%	36	1.91%
05/08/18	General Dynamics Corporation	369550BE7	3.000	05/11/21	05/11/21	300,000	300,494	300,827	333	0.51%	41	0.62%
06/20/18	WalMart Inc	931142EJ8	3.125	06/23/21	06/23/21	300,000	301,350	301,936	586	0.29%	84	0.62%
03/01/18	Fifth Third Bank	31677QBG3	2.250	06/14/21	06/14/21	200,000	195,570	200,447	4,877	1.14%	75	0.41%
12/23/16	Treasury Note	912828WR7	2.125	06/30/21	06/30/21	1,500,000	1,488,668	1,507,734	19,066	0.07%	91	3.11%
10/02/17	Florida Power Corporation	341099CP2	3.100	08/15/21	08/15/21	250,000	256,744	250,800	(5,944)	2.22%	137	0.52%
05/31/19	FNMA Benchmark Note	3135G0N82	1.250	08/17/21	08/17/21	130,000	128,006	130,531	2,525	0.17%	139	0.27%
07/05/18	Treasury Note	912828T34	1.125	09/30/21	09/30/21	1,590,000	1,517,091	1,598,571	81,480	0.05%	183	3.29%
12/23/16	Federal Home Loan Banks	3130AABG2	1.875	11/29/21	11/29/21	1,525,000	1,497,278	1,541,770	44,492	0.21%	243	3.18%
01/23/17	Pfizer Inc	717081DZ3	2.200	12/15/21	12/15/21	360,000	359,305	365,060	5,755	0.20%	259	0.75%
03/27/19	FNMA Benchmark Note	3135G0S38	2.000	01/05/22	01/05/22	1,150,000	1,152,401	1,167,054	14,653	0.05%	280	2.41%
09/25/18	FHLMC	3137EADB2	2.375	01/13/22	01/13/22	1,775,000	1,757,610	1,807,083	49,473	0.08%	288	3.72%
06/26/19	Target Corporation	87612EAZ9	2.900	01/15/22	01/15/22	300,000	306,848	306,195	(653)	0.28%	290	0.63%
08/15/18	Berkshire Hathaway Finance Corp	084670BF4	3.400	01/31/22	01/31/22	360,000	366,983	369,225	2,242	0.30%	306	0.76%
02/03/17	Treasury Note	912828H86	1.500	01/31/22	01/31/22	1,450,000	1,400,944	1,467,332	66,388	0.70%	306	3.02%
08/06/18	PacifiCorp	695114CP1	2.950	02/01/22	02/01/22	250,000	249,340	253,805	4,465	1.11%	307	0.52%
11/05/18	Microsoft Corporation	594918BA1	2.375	02/12/22	02/12/22	300,000	295,021	305,012	9,991	0.43%	318	0.63%
02/21/17	Walt Disney Co	25468PCT1	2.550	02/15/22	02/15/22	300,000	300,881	305,767	4,886	0.34%	321	0.63%
11/19/20	American Express Credit Corp	0258M0EG0	2.700	03/03/22	03/03/22	275,000	282,835	280,539	(2,296)	0.51%	337	0.58%
07/09/19	FHLB	313378CR0	2.250	03/11/22	03/11/22	1,175,000	1,190,245	1,197,681	7,436	0.20%	345	2.47%
05/31/19	US Bancorp	91159HHC7	3.000	03/15/22	03/15/22	290,000	294,840	296,978	2,138	0.47%	349	0.61%
01/11/19	BB&T Corp	05531FAX1	2.750	04/01/22	04/01/22	300,000	298,290	306,783	8,493	0.48%	366	0.63%
03/01/18	Federal National Mortgage Assoc	3135G0T45	1.875	04/05/22	04/05/22	1,050,000	1,033,101	1,068,617	35,516	0.12%	370	2.20%
01/31/19	Treasury Note	912828X47	1.875	04/30/22	04/30/22	1,550,000	1,530,471	1,579,850	49,379	0.10%	395	3.26%
05/31/19	Apple Inc	037833CQ1	2.300	05/11/22	05/11/22	300,000	300,762	306,228	5,466	0.43%	406	0.63%
01/15/19	Oracle Corporation	68389XBB0	2.500	05/15/22	05/15/22	300,000	296,412	305,860	9,448	0.75%	410	0.63%
10/03/17	Home Depot Inc	437076BG6	2.625	06/01/22	06/01/22	300,000	303,523	307,387	3,864	0.51%	427	0.63%
11/08/18	Caterpillar Financial Services	14913QAA7	2.400	06/06/22	06/06/22	300,000	292,337	307,347	15,010	0.32%	432	0.63%
02/15/19	Cisco Systems Inc	17275RAV4	3.000	06/15/22	06/15/22	300,000	303,772	309,960	6,188	0.24%	441	0.64%
12/31/18	Treasury Note	912828XQ8	2.000	07/31/22	07/31/22	1,425,000	1,405,583	1,460,792	55,209	0.12%	487	3.01%

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Investments**  
**As of 03/31/21**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
11/01/19	Procter & Gamble Company	742718EU9	2.150	08/11/22	08/11/22	300,000	303,998	307,863	3,865	0.22%	498	0.63%
02/15/19	Burlington Northern Santa Fe LLC	12189LAL5	3.050	09/01/22	09/01/22	275,000	277,996	283,588	5,592	0.83%	519	0.58%
01/09/19	John Deere Capital Corp	24422ETV1	2.150	09/08/22	09/08/22	300,000	290,735	308,076	17,341	0.27%	526	0.63%
05/18/18	Merck & Co Inc	589331AT4	2.400	09/15/22	09/15/22	350,000	343,117	358,779	15,662	0.67%	533	0.74%
01/11/19	Treasury Note	9128282W9	1.875	09/30/22	09/30/22	1,225,000	1,201,813	1,257,013	55,200	0.13%	548	2.59%
09/12/19	FNMA	3135G0T78	2.000	10/05/22	10/05/22	1,000,000	1,009,770	1,027,705	17,935	0.16%	553	2.12%
04/25/18	Bank of America Corp	06051GEU9	3.300	01/11/23	01/11/23	400,000	399,124	420,456	21,332	0.41%	651	0.87%
09/26/19	Federal National Mortgage Assoc	3135G0T94	2.375	01/19/23	01/19/23	1,750,000	1,791,413	1,819,390	27,977	0.17%	659	3.75%
03/20/19	JP Morgan Chase & CO	46625HJH4	3.200	01/25/23	01/25/23	425,000	430,662	446,614	15,952	0.41%	665	0.92%
08/22/19	Treasury Note	9128283U2	2.375	01/31/23	01/31/23	1,675,000	1,718,542	1,742,981	24,439	0.17%	671	3.59%
03/18/19	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	02/15/23	325,000	326,091	337,392	11,301	0.70%	686	0.70%
10/02/19	Pepsico Inc.	713448CG1	2.750	03/01/23	03/01/23	300,000	310,179	314,114	3,935	0.29%	700	0.65%
11/19/19	Treasury Note	9128284L1	2.750	04/30/23	04/30/23	1,900,000	1,969,049	2,001,086	32,037	0.20%	760	4.12%
11/03/20	Loews Corporation	540424AQ1	2.625	05/15/23	05/15/23	300,000	314,644	311,669	(2,975)	0.88%	775	0.64%
06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	05/15/23	300,000	302,050	311,173	9,123	0.61%	775	0.64%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	300,000	298,333	312,811	14,478	0.76%	792	0.64%
02/19/20	FHLMC	3137EAEN5	2.750	06/19/23	06/19/23	1,875,000	1,984,696	1,979,987	(4,709)	0.22%	810	4.08%
03/04/21	Wells Fargo Bank NA	94988J5R4	3.550	08/14/23	08/14/23	350,000	376,170	374,560	(1,610)	0.56%	866	0.77%
01/21/20	FNMA	3135G0U43	2.875	09/12/23	09/12/23	1,400,000	1,464,189	1,489,237	25,048	0.26%	895	3.07%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	1,875,000	1,959,890	1,998,047	38,157	0.25%	913	4.12%
02/19/20	Treasury Note	9128285P1	2.875	11/30/23	11/30/23	800,000	856,141	855,188	(953)	0.28%	974	1.76%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	300,000	307,317	324,799	17,482	0.74%	1028	0.67%
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	02/12/24	310,000	336,924	336,764	(160)	0.58%	1048	0.69%
09/25/20	Comcast Corporation	20030NCR0	3.700	04/15/24	04/15/24	315,000	348,289	343,713	(4,576)	0.67%	1111	0.71%
03/16/21	Bank of New York Mellon Corp	06406HCV9	3.400	05/15/24	05/15/24	300,000	325,182	324,895	(287)	0.73%	1141	0.67%
09/28/20	Prudential Financial Inc	74432QBZ7	3.500	05/15/24	05/15/24	350,000	386,964	381,354	(5,610)	0.60%	1141	0.79%
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	325,000	351,139	347,105	(4,034)	0.82%	1213	0.72%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	325,000	332,088	343,827	11,739	0.56%	1233	0.71%
02/12/20	PNC Funding Corp	69353REF1	3.300	10/30/24	10/30/24	325,000	345,449	354,625	9,176	0.72%	1309	0.73%
09/24/20	Wisconsin Electric Power Company	976656CL0	2.050	12/15/24	12/15/24	300,000	317,209	313,510	(3,699)	0.81%	1355	0.65%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	315,000	336,711	333,540	(3,171)	0.21%	1436	0.69%
11/03/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	350,000	385,090	377,455	(7,635)	1.12%	1445	0.78%

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Investments**  
**As of 03/31/21**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	50,000	54,978	54,150	(828)	1.12%	1462	0.11%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	525,000	529,371	520,620	(8,751)	0.71%	1475	1.07%
11/17/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	500,000	497,395	489,844	(7,551)	0.74%	1552	1.01%
09/25/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	325,000	368,501	358,453	(10,048)	1.25%	1581	0.74%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	365,000	414,692	401,560	(13,132)	1.20%	1601	0.83%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	2,500,000	2,499,074	2,460,503	(38,571)	0.85%	1682	5.07%
	<b>Subtotal</b>					<b>\$ 47,098,372</b>	<b>\$ 47,689,854</b>	<b>\$ 48,522,230</b>	<b>\$ 832,376</b>	<b>0.35%</b>	<b>639</b>	<b>100.00%</b>
	PFC Bank Balance						1,240,260					
	<b>TOTAL</b>						<b>\$ 48,930,114</b>					

**Burbank-Glendale-Pasadena Airport Authority - PFC Account  
Statement of Purchases - Maturities - Sales  
As of 03/31/21**

**PURCHASES**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
03/01/21	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	\$ 265,000.00	106.69400	\$ 282,739.10	\$ (3,529.60)
03/04/21	Wells Fargo Bank NA	94988J5R4	3.550	08/14/23	350,000.00	107.47700	376,169.50	(828.33)
03/16/21	Bank of New York Mellon Corp	06406HCV9	3.400	05/15/24	221,000.00	108.40200	239,568.42	(2,567.28)
03/16/21	Bank of New York Mellon Corp	06406HCV9	3.400	05/15/24	79,000.00	108.37100	85,613.09	(917.72)
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	310,000.00	108.68500	336,923.50	(1,498.33)
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
<b>TOTAL PURCHASES</b>					<b>\$ 1,225,000.00</b>		<b>\$ 1,321,013.61</b>	<b>\$ (9,341.26)</b>

**MATURITIES**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
03/06/18	Exxon Mobil Corp	30231GAV4	2.222	03/01/21	\$ 250,000.00	98.92300	\$ 247,307.50	\$ 2,692.50
04/24/18	Wells Fargo & Company	949746RT0	4.076	03/04/21	350,000.00	102.18713	357,654.96	(7,654.96)
						-	-	-
						-	-	-
						-	-	-
<b>TOTAL MATURITIES</b>					<b>\$ 600,000.00</b>		<b>\$ 604,962.46</b>	<b>\$ (4,962.46)</b>

**SALES / REDEMPTIONS / DELIVERS**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
01/25/18	Bank of New York Mellon Corp	06406FAA1	2.500	04/15/21	03/15/21	300,000.00	100.00000	\$ 300,000.00	\$ 299,256.25	\$ 743.75
02/14/19	IBM Corp	44932HAH6	3.000	02/06/23	03/26/21	325,000.00	105.10317	341,585.31	326,679.50	14,905.81
						<b>\$ 625,000.00</b>		<b>\$ 641,585.31</b>	<b>\$ 625,935.75</b>	<b>\$ 15,649.56</b>

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Earnings Report**  
**03/01/21-03/31/21**

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
<b>FIXED INCOME</b>										
Exxon Mobil Corp	NOTE	2.222	03/01/21	2,777.50	2,777.50	-	-	-	-	-
Wells Fargo & Company	NOTE	4.076	03/04/21	1,328.38	1,374.19	-	-	45.81	-	45.81
Bank of New York Mellon Corp	NOTE	2.500	04/15/21	2,833.33	3,125.00	-	-	291.67	-	291.67
IBM Corp	NOTE	3.000	02/06/23	677.08	1,354.17	-	-	677.09	-	677.09
Treasury Note	NOTE	1.375	04/30/21	5,515.20	-	-	6,928.18	1,412.98	1,003.46	2,416.44
FNMA	NOTE	1.250	05/06/21	3,693.57	-	-	4,657.11	963.54	978.45	1,941.99
General Dynamics Corporation	NOTE	3.000	05/11/21	2,750.00	-	-	3,500.00	750.00	(37.98)	712.02
WalMart Inc	NOTE	3.125	06/23/21	1,770.84	-	-	2,552.07	781.23	(65.71)	715.52
Fifth Third Bank	NOTE	2.250	06/14/21	962.50	-	-	1,337.50	375.00	115.66	490.66
Treasury Note	NOTE	2.125	06/30/21	5,283.15	-	-	8,012.77	2,729.62	325.73	3,055.35
Florida Power Corporation	NOTE	3.100	08/15/21	344.45	-	-	990.29	645.84	(212.84)	433.00
FNMA Benchmark Note	NOTE	1.250	08/17/21	63.19	-	-	198.61	135.42	75.34	210.76
Treasury Note	NOTE	1.125	09/30/21	7,469.51	8,943.75	-	48.88	1,523.12	1,995.85	3,518.97
Federal Home Loan Banks	NOTE	1.875	11/29/21	7,307.29	-	-	9,690.11	2,382.82	591.23	2,974.05
Pfizer Inc	NOTE	2.200	12/15/21	1,672.00	-	-	2,332.00	660.00	5.17	665.17
FNMA Benchmark Note	NOTE	2.000	01/05/22	3,577.77	-	-	5,494.44	1,916.67	(85.77)	1,830.90
FHLMC	NOTE	2.375	01/13/22	5,620.83	-	-	9,133.86	3,513.03	453.02	3,966.05
Target Corporation	NOTE	2.900	01/15/22	1,111.67	-	-	1,836.67	725.00	(233.89)	491.11
Berkshire Hathaway Finance Corp	NOTE	3.400	01/31/22	1,054.00	-	-	2,074.01	1,020.01	(212.03)	807.98
Treasury Note	NOTE	1.500	01/31/22	1,742.40	-	-	3,604.97	1,862.57	1,069.78	2,932.35
PacifiCorp	NOTE	2.950	02/01/22	614.59	-	-	1,229.16	614.57	7.92	622.49
Microsoft Corporation	NOTE	2.375	02/12/22	376.04	-	-	969.79	593.75	123.75	717.50
Walt Disney Co	NOTE	2.550	02/15/22	340.01	-	-	977.51	637.50	(24.44)	613.06
American Express Credit Corp	NOTE	2.700	03/03/22	3,671.25	3,712.50	-	577.50	618.75	(550.45)	68.30
FHLB	NOTE	2.250	03/11/22	12,484.38	13,218.75	-	1,468.75	2,203.12	(506.56)	1,696.56
US Bancorp	NOTE	3.000	03/15/22	4,011.67	4,350.00	-	386.67	725.00	(157.57)	567.43
BB&T Corp	NOTE	2.750	04/01/22	3,437.51	-	-	4,125.00	687.49	34.57	722.06
Federal National Mortgage Assoc	NOTE	1.875	04/05/22	7,984.37	-	-	9,624.99	1,640.62	349.69	1,990.31
Treasury Note	NOTE	1.875	04/30/22	9,714.26	-	-	12,203.04	2,488.78	507.56	2,996.34
Apple Inc	NOTE	2.300	05/11/22	2,108.33	-	-	2,683.33	575.00	(25.17)	549.83
Oracle Corporation	NOTE	2.500	05/15/22	2,208.33	-	-	2,833.33	625.00	86.21	711.21
Home Depot Inc	NOTE	2.625	06/01/22	1,968.77	-	-	2,625.00	656.23	(84.32)	571.91
Caterpillar Financial Services	NOTE	2.400	06/06/22	1,699.99	-	-	2,299.99	600.00	175.88	775.88



**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Earnings Report**  
**03/01/21-03/31/21**

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Cisco Systems Inc	NOTE	3.000	06/15/22	1,900.00	-	-	2,650.00	750.00	(107.47)	642.53
Treasury Note	NOTE	2.000	07/31/22	2,283.15	-	-	4,723.76	2,440.61	461.96	2,902.57
Procter & Gamble Company	NOTE	2.150	08/11/22	358.34	-	-	895.83	537.49	(125.06)	412.43
Burlington Northern Santa Fe LLC	NOTE	3.050	09/01/22	4,193.75	4,193.75	-	698.95	698.95	(90.11)	608.84
John Deere Capital Corp	NOTE	2.150	09/08/22	3,099.59	3,225.00	-	412.08	537.49	209.44	746.93
Merck & Co Inc	NOTE	2.400	09/15/22	3,873.34	4,200.00	-	373.34	700.00	129.26	829.26
Treasury Note	NOTE	1.875	09/30/22	9,591.34	11,484.38	-	62.76	529.97	529.97	1,059.94
FNMA	NOTE	2.000	10/05/22	8,111.11	-	-	9,777.78	1,666.67	(265.97)	1,400.70
Bank of America Corp	NOTE	3.300	01/11/23	1,833.33	-	-	2,933.33	1,100.00	(7.07)	1,092.93
Federal National Mortgage Assoc	NOTE	2.375	01/19/23	4,848.95	-	-	8,312.50	3,463.55	(1,066.93)	2,396.62
JP Morgan Chase & CO	NOTE	3.200	01/25/23	1,360.00	-	-	2,493.34	1,133.34	(130.82)	1,002.52
Treasury Note	NOTE	2.375	01/31/23	3,186.89	-	-	6,593.58	3,406.69	(1,131.56)	2,275.13
Unitedhealth Group Inc	NOTE	2.750	02/15/23	397.22	-	-	1,142.02	744.80	(34.47)	710.33
Pepsico Inc.	NOTE	2.750	03/01/23	4,125.00	4,125.00	-	687.50	687.50	(249.15)	438.35
Treasury Note	NOTE	2.750	04/30/23	17,464.79	-	-	21,939.22	4,474.43	(1,746.43)	2,728.00
Loews Corporation	NOTE	2.625	05/15/23	2,318.75	-	-	2,975.00	656.25	(541.27)	114.98
Public Service Electric And Gas	NOTE	2.375	05/15/23	2,097.92	-	-	2,691.67	593.75	(69.00)	524.75
Simon Property Group LP	NOTE	2.750	06/01/23	2,062.52	-	-	2,750.01	687.49	24.91	712.40
FHLMC	NOTE	2.750	06/19/23	10,312.50	-	-	14,609.38	4,296.88	(2,796.50)	1,500.38
Wells Fargo Bank NA	NOTE	3.550	08/14/23	-	-	828.33	1,622.15	793.82	(711.46)	82.36
FNMA	NOTE	2.875	09/12/23	18,895.14	20,125.00	-	2,124.31	3,354.17	(1,469.97)	1,884.20
Treasury Note	NOTE	2.875	09/30/23	22,510.31	26,953.13	-	147.28	4,590.10	(1,818.51)	2,771.59
Treasury Note	NOTE	2.875	11/30/23	5,750.00	-	-	7,708.80	1,958.80	(1,276.99)	681.81
Citibank NA	NOTE	3.650	01/23/24	1,155.83	-	-	2,068.33	912.50	(128.89)	783.61
IBM Corp	NOTE	3.625	02/12/24	-	-	1,498.33	1,529.55	31.22	(26.09)	5.13
Comcast Corporation	NOTE	3.700	04/15/24	4,403.00	-	-	5,374.25	971.25	(801.77)	169.48
Bank of New York Mellon Corp	NOTE	3.400	05/15/24	-	-	3,485.00	3,853.33	368.33	(295.72)	72.61
Prudential Financial Inc	NOTE	3.500	05/15/24	3,606.94	-	-	4,627.78	1,020.84	(874.22)	146.62
Bristol-Myers Squibb Co	NOTE	2.900	07/26/24	916.32	-	-	1,701.74	785.42	(600.00)	185.42
Honeywell International Inc	NOTE	2.300	08/15/24	332.22	-	-	955.13	622.91	(134.49)	488.42
PNC Funding Corp	NOTE	3.300	10/30/24	3,604.79	-	-	4,498.54	893.75	(368.23)	525.52
Wisconsin Electric Power Company	NOTE	2.050	12/15/24	1,298.33	-	-	1,810.84	512.51	(353.32)	159.19
Exxon Mobil Corp	NOTE	2.709	03/06/25	658.44	4,266.68	3,529.60	592.59	671.23	(450.90)	220.33
Ace InA Holdings Inc	NOTE	3.150	03/15/25	5,083.75	5,512.50	-	490.00	918.75	(676.96)	241.79

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Earnings Report**  
**03/01/21-03/31/21**

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
General Dynamics Corporation	NOTE	3.250	04/01/25	677.08	-	-	812.50	135.42	(102.73)	32.69
Federal Home Loan Banks	NOTE	0.500	04/14/25	998.96	-	-	1,217.71	218.75	(82.50)	136.25
Treasury Note	NOTE	0.250	06/30/25	207.18	-	-	314.23	107.05	48.84	155.89
Intel Corp	NOTE	3.700	07/29/25	1,068.89	-	-	2,070.97	1,002.08	(799.38)	202.70
State Street Corporation	NOTE	3.550	08/18/25	467.91	-	-	1,547.70	1,079.79	(858.64)	221.15
FNMA Benchmark Note	NOTE	0.500	11/07/25	3,784.72	-	-	4,826.39	1,041.67	15.51	1,057.18
<b>Subtotal</b>				<b>\$ 267,012.46</b>	<b>\$ 122,941.30</b>	<b>\$ 9,341.26</b>	<b>\$ 241,011.70</b>	<b>\$ 86,173.45</b>	<b>\$ (13,070.15)</b>	<b>\$ 73,103.30</b>
<b>CASH EQUIVALENTS</b>										
Cash Interest				-	9.08	-	-	9.08	-	9.08
<b>Subtotal</b>				<b>\$ -</b>	<b>\$ 9.08</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9.08</b>	<b>\$ -</b>	<b>\$ 9.08</b>
<b>TOTAL</b>				<b>\$ 267,012.46</b>	<b>\$ 122,950.38</b>	<b>\$ 9,341.26</b>	<b>\$ 241,011.70</b>	<b>\$ 86,182.53</b>	<b>\$ (13,070.15)</b>	<b>\$ 73,112.38</b>

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**  
**SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS**  
**MONTH AND NINE MONTHS ENDED MARCH 31, 2021 & 2020**

**March 2021**

		Monthly Performance				Fiscal YTD Performance (July 2020 - March 2021)					
		A	B	C	D	E	F	G	H	I	J
		Actual \$	Budget	Actual \$	Note	Variance	Fiscal YTD	Fiscal YTD Budget	Prior Year	Note	Variance
		Mar 2021	Mar 2021	Mar 2020		Actual Vs. Budget	YTD	YTD Budget	Fiscal YTD		Actual Vs. Budget
1		\$167,737	\$199,032	\$396,504	(2)	(\$31,295)	\$2,199,886	\$1,547,936	\$3,954,878	(2)	\$651,950
2		663,405	658,505	1,009,982	(3)	4,900	4,773,854	4,112,733	16,546,420	(3)	661,121
3		487,894	659,379	888,794	(4)	(171,485)	5,004,387	5,707,620	10,882,048	(4)	(703,233)
4		1,115,528	1,074,315	1,063,404	(5)	41,213	10,429,099	9,668,832	10,030,388	(5)	760,267
5		46,751	87,819	407,258	(6)	(41,068)	571,460	612,712	4,025,607	(6)	(41,252)
6		181,760	5,416	(9,928)	(7)	176,344	645,733	48,750	649,657	(7)	596,983
7		535,935	270,834	542,053	(8)	265,101	3,446,469	2,437,500	3,282,094	(8)	1,008,969
8		\$3,199,010	\$2,955,300	\$4,298,067	(1)	\$243,710	\$27,070,888	\$24,136,083	\$49,371,092	(1)	\$2,934,805
<b>OPERATING ACTIVITY</b>											
<b>CASH RECEIPTS FROM OPERATIONS</b>											
9		(\$69,275)	(\$98,941)	(\$138,857)	(10)	\$29,666	(\$627,134)	(\$890,475)	(\$884,997)	(10)	\$263,341
10		(238,279)	(300,799)	(307,125)	(11)	62,520	(2,292,818)	(2,707,191)	(3,041,364)	(11)	414,373
11		(2,530,050)	(2,292,532)	(2,432,377)	(12)	(237,518)	(18,713,868)	(19,260,182)	(21,308,408)	(12)	546,314
12		(204,341)	(244,842)	(341,923)	(13)	40,501	(3,937,945)	(3,997,075)	(4,630,134)	(13)	59,130
13		(527,039)	(529,333)	(513,009)	(14)	2,294	(4,814,305)	(4,763,998)	(4,513,206)	(14)	(50,307)
14		(22,866)	(36,680)	(229,313)	(15)	13,814	(180,433)	(330,114)	(921,232)	(15)	149,681
15		(380,355)	(380,355)	(761,375)	(16)	0	(3,423,188)	(3,423,188)	(3,806,879)	(16)	0
16		0	0	0	(16)	0	(426,703)	(440,656)	(1,889,780)	(16)	13,953
17		(\$3,972,205)	(\$3,883,482)	(\$4,723,979)	(9)	(\$88,723)	(\$34,416,394)	(\$35,812,879)	(\$40,996,000)	(9)	\$1,396,485
18		<b>(\$773,195)</b>	<b>(\$928,182)</b>	<b>(\$425,912)</b>		<b>\$154,987</b>	<b>(\$7,345,506)</b>	<b>(\$11,676,796)</b>	<b>\$8,375,092</b>		<b>\$4,331,290</b>
<b>INCREASE (DECREASE) IN CASH FROM OPERATIONS</b>											
<b>FACILITY IMPROVEMENT / NOISE MITIGATION TRANSACTIONS</b>											
<b>CASH DISBURSEMENTS</b>											
19		(\$169)	(\$11,250)	(\$158)	(17)	\$11,081	(\$1,485)	(\$93,750)	(\$1,422)	(17)	\$92,265
20		(1,721,995)	(21,791)	(3,070,004)	(18)	(1,700,204)	(3,766,194)	(3,576,125)	(8,774,163)	(18)	(190,069)
21		(\$1,722,184)	(\$33,041)	(\$3,070,162)		(\$1,689,123)	(\$3,767,679)	(\$3,669,875)	(\$8,775,585)		(\$97,804)
22		\$0	\$9,066	\$0	(17)	(\$9,066)	\$0	\$75,552	\$0	(17)	(\$75,552)
23		1,245,181	0	143,077	(19)	1,245,181	2,040,572	3,020,310	2,578,461	(19)	(979,738)
24		0	0	58,853	(20)	0	1,520	0	60,706	(20)	1,520
25		0	2,184	166,612	(21)	(2,184)	1,348,556	377,888	166,612	(21)	970,668
26		\$1,245,181	\$11,250	\$368,542		\$1,233,931	\$3,390,648	\$3,473,750	\$2,805,779		(\$83,102)
27		<b>(\$476,983)</b>	<b>(\$21,791)</b>	<b>(\$2,701,620)</b>		<b>(\$455,192)</b>	<b>(\$377,031)</b>	<b>(\$196,125)</b>	<b>(\$5,969,806)</b>		<b>(\$180,906)</b>
<b>INCREASE (DECREASE) - FACILITY / NOISE MITIGATION TRANSACTIONS</b>											
<b>CARES ACT FUNDING</b>											
28		\$2,855,492	\$1,055,122	\$0		\$1,800,370	\$11,039,809	\$9,496,098	\$0		\$1,543,711
29		\$2,855,492	\$1,055,122	\$0	(22)	\$1,800,370	\$11,039,809	\$9,496,098	\$0	(22)	\$1,543,711
30		<b>\$1,605,314</b>	<b>\$105,149</b>	<b>(\$3,127,532)</b>		<b>\$1,500,165</b>	<b>\$3,317,272</b>	<b>(\$2,376,823)</b>	<b>\$2,405,286</b>		<b>\$5,694,095</b>
<b>NET INCREASE (DECREASE) IN CASH - TOTAL</b>											

## **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

### **NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND NINE MONTHS ENDED MARCH 31, 2021 & 2020**

#### General Comments

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

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

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

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

The FY 2021 Capital Program expenditures are primarily funded by the following sources:

- FAA-approved Passenger Facility Charge ("PFC") program receipts/reserves;
- Grants;
- Operating Revenues

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

A Supplemental Schedule of Cash Receipts and Disbursements reflecting the activities related to the Series 2012 Bond debt service and repayment to the Authority of the loans provided to the Rent-A-Car Companies ("RACs") for the Regional Intermodal Transportation Center / Consolidated Rental Car Facility is also presented.

Due to the uncertainty caused by the impacts of COVID-19 to the aviation industry, the Authority continued its conservative outlook on passenger activity recovery into FY 2021. The Authority's Adopted FY 2021 budget was based on the following quarterly activity assumptions:

- Q1 (July -September): a reduction of 85%
- Q2 (October - December): a reduction of 75%
- Q3 (January - March): a reduction of 65%
- Q4 (April - June): a reduction of 50%

Passengers were down 33.57% for March 2021 and down 77.64% FYTD March when compared to the same periods in the prior year. When compared to March 2019 (Pre-COVID), passengers were down 70.14%. This result was below the Q3 budgeted assumption of a passenger reduction of 65% and is reflected in the Authority's cash receipts from operations for the month of March 2021. Although, the overall passenger activity performance of the first nine months was slightly negative, the FYTD March 2021 financial performance remains slightly positive.

Additionally, the Adopted FY 2021 Budget includes the use of \$16.1 million of the remaining \$17.8 million in CARES Act Grant Funds for the reimbursement of bond debt service and personnel costs to help supplement the reduction in revenues due to declined passenger activity.

#### **NOTE (1) – Cash Receipts from Operations**

Cash receipts from operations exceed the budget FYTD March. On an accrual basis, operating revenues exceed the budget FYTD March by \$1,587,030. See notes 2 through 8 for additional information regarding operating receipts.

(Continued)

## **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

### **NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND NINE MONTHS ENDED MARCH 31, 2021 & 2020**

**NOTE (2) – Landing/Fuel Fees**

Landing Fees are based on landed weight of the aircraft. Fuel fees are charged at a rate of \$0.05 a gallon to non-signatory air carriers for fuel loaded at BUR. On an accrual basis, Landing Fees combined with Fuel Flowage Fees exceed the budget by \$346,837 FYTD March. The Authority deferred landing fees for signatory airlines for April 2020 through June 2020. This deferral was paid back by the airlines in equal installments during the first half of FY 2021, which was reflected in the actual monthly cash receipts, but not in the monthly FY 2021 budgeted amounts as these amounts were accrued as part of FY 2020 activity.

**NOTE (3) – Parking Fees**

Parking fee revenues performed above the FYTD budget forecast. Accrual basis Parking Fees are \$705,985 ahead of budget FYTD March.

**NOTE (4) – Rental Receipts - Terminal Building**

Terminal Building rental receipts are under budget FYTD March. The Authority deferred Terminal Building rental fees for signatory airlines for April 2020 through June 2020. This deferral was paid back by the airlines in equal installments during the first half of FY 2021, which was reflected in the actual monthly cash receipts, but not in the monthly FY 2021 budgeted amounts as these amounts were accrued as part of FY 2020 activity. Accrual basis Terminal Building rents are under budget by \$957,757 FYTD March primarily due to the continued economic relief extended by the Authority to the concessionaires from July 2020 to June 2021.

**NOTE (5) – Rental Receipts - Other Buildings**

Other Buildings rental receipts exceed the budget FYTD March partially due to the timing of receipts. Accrual basis Other Building rents are \$612,261 ahead of budget FYTD March due to CPI adjustments and additional lease revenue.

**NOTE (6) – Ground Transportation**

This category consists of off-airport access fees and TNC activity. Accrual basis Ground Transportation receipts are under budget by \$30,115 FYTD March.

**NOTE (7) – Other Receipts**

This category consists primarily of filming, TSA LEO reimbursements, fingerprint/badge renewal fees, noise fees, and access fees. FYTD March Other Receipts include a security deposit of \$222,242 from TEM Enterprises operating as Avelo Aviation and a security deposit of \$118,737 from Innova Aviation, LLC. Accrual basis Other Receipts are \$213,076 ahead of budget FYTD March.

**NOTE (8) – Investment Receipts - Treasurer**

This line item represents cash received from the investment of funds. These receipts fluctuate in response to interest rate and portfolio balance changes, the timing of coupon payments and individual investment maturities. Accrual basis investment income exceeds the budget by \$696,743 FYTD March.

**NOTE (9) – Cash Disbursements from Operations**

Overall operating disbursements are favorably under budget FYTD March. On an accrual basis operating disbursements are favorably within budget parameters. See additional information on operating disbursements in notes 10 through 16.

(Continued)

## **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

### **NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND NINE MONTHS ENDED MARCH 31, 2021 & 2020**

**NOTE (10) – Administrative Supplies & Costs**

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

**NOTE (11) – Operating Supplies & Maintenance**

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

**NOTE (12) – Contractual Operating Costs**

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

**NOTE (13) – Contractual Professional Services**

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

**NOTE (14) – Wages and Benefits**

Wages and Benefits consist of payroll and fringe benefit costs for the Airport Police officers, and include the impact of the terms of the Memorandum of Understanding effective February 2020. Wages and Benefits include overtime for film location services which are recovered through the related film revenue.

**NOTE (15) – Other Operating Costs**

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

**NOTE (16) – Parking Tax**

The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. The April 2021 remittance, in the amount of \$160,058, covers parking activity for the months of January, February, and March 2021.

**NOTE (17) – Sound Insulation Program**

The Sound Insulation program is funded primarily through FAA Airport Improvement Program ("AIP") grants and and Passenger Facility Charge ("PFC") revenues. Staff is awaiting FAA's decision to award a noise discretionary grant, the receipt of which will facilitate the restart of the program.

**NOTE (18) – Other Facility Improvement Program Projects**

Other Facility Improvement Program Projects costs on a cash basis exceed the budget FYTD March by \$190,069 due to payments for FY 2020 accrued costs for certain projects.

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

FAA Grants are budgeted to partially fund the ARFF Truck Replacement, Taxiway D7 Connector, G Infield and Delta Ramp Rehabilitation Project and the Environmental Impact Statement (EIS) for the Replacement Passenger Terminal.

**NOTE (20) – Other Grants**

Other grants represent federal grants, other than FAA AIP grants, and local grants that fund or partially fund the Ground Access Study.

(Continued)

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY****NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS  
MONTH AND NINE MONTHS ENDED MARCH 31, 2021 & 2020****NOTE (21) – Passenger Facility Charge Receipts/Reserves**

A number of capital projects are budgeted to be funded or partially funded by Passenger Facility Charges, including the Airfield Maintenance Equipment and the Environmental Impact Statement (EIS) for the Replacement Passenger Terminal.

**NOTE (22) – CARES Act Grant**

The Authority has programmed approximately \$13.3 million of the \$21.1 million in CARES Act Grant funds to fund the 2015 Bond Debt Service and certain personnel costs for FY 2021. FYTD March reimbursements include FY 2020 costs of \$3.3 million related to the 2015 Bond debt service for April through June 2020 and certain personnel costs for May and June 2020. Also included are FY 2021 costs of \$7.8 million for the 2015 Bond Debt Service for the months of July 2020 through March 2021 and certain personnel costs for July to October 2020.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**  
**SUPPLEMENT SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS**  
**REGIONAL INTERMODAL TRANSPORTATION CENTER / CONSOLIDATED RENTAL CAR FACILITY PAYMENTS AND COLLECTIONS**  
**MONTH AND NINE MONTHS ENDED MARCH 31, 2021 & 2020**

		Monthly Performance				March 2021				Fiscal YTD Performance (July 2020 - March 2021)				
A	B	C	D	E	F	G	H	I	J	F	G	H	I	J
Actual \$ Mar 2021	Budget Mar 2021	Actual \$ Prior Year Mar 2020	Note	Variance Actual Vs. Budget	Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget	Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
31	\$134,034	\$151,902	\$502,040 (1)	(\$17,868)	\$1,479,962	\$1,091,302	\$4,744,921	(1)	\$388,660	1,350,736	2,511,017	0	(2)	(1,160,281)
32	0	248,356	0 (2)	(248,356)						786,425	773,221	737,449	(3)	13,204
33	130,969	85,913	60,811 (3)	45,056						(4,375,540)	(4,375,540)	(4,377,753)		0
34	(486,171)	(486,171)	(486,417)	0						0	0	0		0
35	0	0	0	0										
36	<b>(\$221,168)</b>	<b>\$0</b>	<b>\$76,434 (4)</b>	<b>(\$221,168)</b>	<b>(\$758,417)</b>	<b>\$0</b>	<b>\$1,104,617</b>	<b>(4)</b>	<b>(\$758,417)</b>					

**General Comments**

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

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

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

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

**Note (2) – CARES Act Grant Funds**

The Authority has reserved approximately \$2.8 million of the \$21.1 million in CARES Act Grant funds to fund the 2012 Bond Debt Service. Reimbursements are anticipated to continued to be received through future CARES Act Grant drawdowns.

**Note (3) – Facility Rent**

Facility Rent receipts are applied to the 2012 Bond debt service

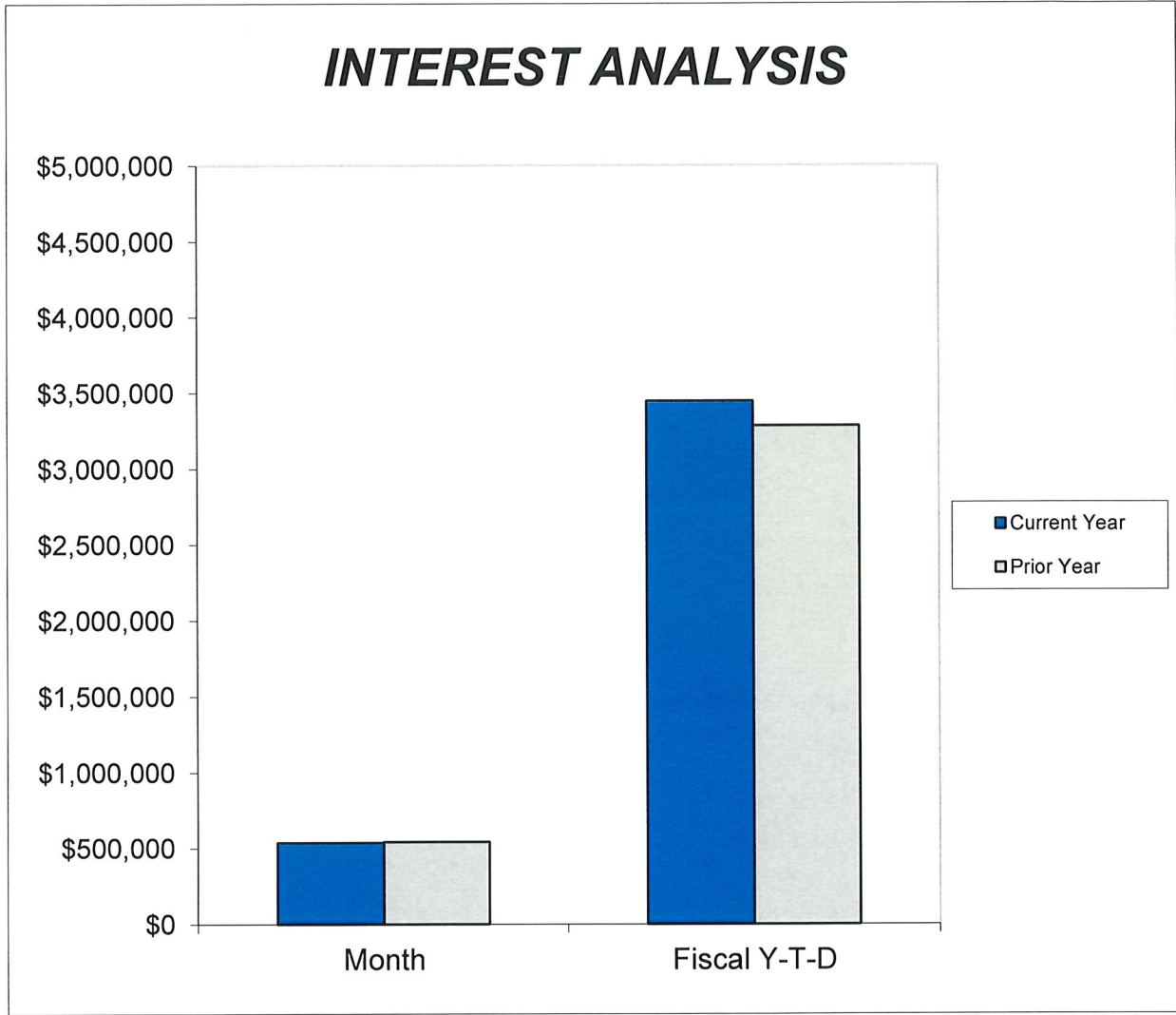
**Note (4) – Net RITC / ConRAC Facility Payments and Collections**

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

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



## ***Burbank-Glendale-Pasadena Airport Authority***



	March 2021	March 2020
<b>Interest Receipts - - Month</b>	<b>\$535,935</b>	<b>\$542,053</b>
<b>Interest Receipts - - Fiscal Y-T-D</b>	<b>\$3,446,469</b>	<b>\$3,282,094</b>
<b>Month End Portfolio Balance</b>	<b>\$232,878,916</b>	<b>\$231,837,301</b>
<b>Yield to Maturity</b>	<b>0.36%</b>	<b>0.92%</b>

**Supplement to the March 2021 Treasurer's Report**

**FYTD March 2021 Cash Disbursements**

**Facility Improvement / Noise Mitigation Transactions**

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY					
FY 2021 Cash Disbursements - Facility Improvement / Noise Mitigation Transactions					
PROJECT DESCRIPTION	Annual Budgeted Cost	FYTD 2021 (Mar 2021) Budgeted Cost	FYTD 2021 (Mar 2021) Cash Basis Cost	FYTD 2021 (Mar 2021) Budget Variance Fav. / (Unfav.)	Project Status FYTD March 2021
<b>BUILDING IMPROVEMENTS</b>					
Minor Building Improvements	50,000	37,750	30,712	7,038	HVAC system improvement
<b>TOTAL BUILDING IMPROVEMENTS</b>	<b>\$ 50,000</b>	<b>\$ 37,750</b>	<b>\$ 30,712</b>	<b>\$ 7,038</b>	
<b>EQUIPMENT</b>					
ARFF Truck Replacement	875,000	-	-	-	Projected delivery 1st half of FY 2022
Airfield Maintenance Equipment	265,000	210,000	-	210,000	Projected delivery 1st half of FY 2022
Verdugo Communication Upgrades	-	-	46,426	(46,426)	FY 2020 accrued costs
<b>TOTAL EQUIPMENT</b>	<b>\$ 1,140,000</b>	<b>\$ 210,000</b>	<b>\$ 46,426</b>	<b>\$ 163,574</b>	
<b>RUNWAY / TAXIWAY / ROADWAY PROJECTS</b>					
Airfield Lighting System Rehabilitation	-	-	286,581	(286,581)	Includes FY 2020 accrued costs; PFC funded
Airfield Lighting Vault Replacement	-	-	385,276	(385,276)	Project approved in FY 2020
Twy D7 Connector, G Infield & Delta Ramp Rehab	2,295,000	2,295,000	2,150,133	144,867	Project completion Q4 FY 2021
Taxilane A Rehab - Design	-	-	5,838	(5,838)	FY 2020 accrued costs
<b>TOTAL RUNWAY/TAXIWAY/ROADWAY</b>	<b>\$ 2,295,000</b>	<b>\$ 2,295,000</b>	<b>\$ 2,827,828</b>	<b>\$ (532,828)</b>	
<b>NOISE MITIGATION</b>					
Residential Acoustical Treatment Program	\$ 125,000	\$ 93,750	\$ 1,485	\$ 92,265	Pending award of FAA grant
<b>TOTAL NOISE MITIGATION</b>	<b>\$ 125,000</b>	<b>\$ 93,750</b>	<b>\$ 1,485</b>	<b>\$ 92,265</b>	
<b>DEVELOPMENT</b>					
Replacement Terminal Development	\$ 960,000	\$ 945,000	\$ 689,438	\$ 255,562	Primarily includes EIS costs
<b>TOTAL DEVELOPMENT</b>	<b>\$ 960,000</b>	<b>\$ 945,000</b>	<b>\$ 689,438</b>	<b>\$ 255,562</b>	
<b>O &amp; M CAPITAL</b>	<b>\$ 151,500</b>	<b>\$ 88,375</b>	<b>\$ 171,790</b>	<b>\$ (83,415)</b>	Lower value O & M projects, exceed budget due to Commission approved replacement of network storage in November
<b>TOTAL</b>	<b>\$ 4,721,500</b>	<b>\$ 3,669,875</b>	<b>\$ 3,767,679</b>	<b>\$ (97,804)</b>	

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
JUNE 7, 2021**

**APPROVAL OF JOINT INCENTIVE PROGRAM  
COVID-19 VACCINATION**

SUMMARY

Based on discussions with the Commission regarding a potential incentive program to encourage all TBI Airport Management Inc. ("TBI") staff and the Authority's sworn officers of the Airport Police Department ("APD") to get vaccinated against COVID-19, staff seeks Commission approval of a cost sharing for a proposed Vaccination Incentive Program ("Program"), copy attached, developed by TBI.

BACKGROUND

With vaccines to inoculate the public against COVID-19 now readily available, one of the challenges is to encourage as many employees as possible to get a vaccination. Based on past discussions with the Commission, TBI has developed the Program, which will offer a \$50.00 gift certificate to each TBI staff member and APD officer who gets vaccinated or has already been vaccinated.

COST

The cost of the Program is approximately \$9,000 based on the total number (180) of APD officers and TBI employees at the Airport. It is proposed that the cost of the Program be equally shared by the Authority and TBI with each being responsible for a not-to-exceed amount of \$4,500.

The gift certificate would be offered to all vaccinated employees, and the decision to get vaccinated would continue to be voluntary.

RECOMMENDATION

Staff seeks the Commission's approval for the Authority to equally share the cost of the Program with TBI and authorization for the Executive Director to implement same.



## TBI Airport Management, Inc. Vaccination Incentive Program

### FOCUS

*Providing incentives to all employees to encourage vaccination against COVID-19.*

### OBJECTIVE

*Introducing an Incentive Program in partnership with TBI Airport Management's Employee Wellness Initiative to encourage voluntary participation in COVID-19 vaccination, thereby promoting a safer workplace.*

### CONSIDERATIONS

*To ensure the vaccine incentive program is-*

- 1. Voluntary*
- 2. Non-discriminatory*
- 3. Complies with accommodations related to ADA/GINA/Title VII*
- 4. Follows 'De Minimis' rule if providing a monetary incentive.*

### RESEARCH

*Based on research the following are some examples of incentive programs implemented by some major US companies in support of employees getting vaccinated against COVID-19-*

- **Publix:** \$125 Gift card for every employee successfully vaccinated.
- **Instacart:** \$25 in 'Vaccine Support Stipend'.
- **Trader Joe's:** Additional two hours of pay for each vaccine dose.
- **American Airlines:** Extra day off the following year and \$50 in employee recognition program.
- **Target :** Up to 4 hours PTO to get a vaccine and also help pay for rides to and from appointments (\$15 each way).
- **Aldi:** Up to 4 hours of PTO to get a vaccine (hourly employees), schedule flexibility for appointments (salaried employees), and cover costs associated with vaccine administration (travel, child-care etc..)
- **Dollar General** – Extra 4 hours of pay upon receiving vaccines.
- **Kroger** – Onetime bonus of a \$100 to all employees who receive full manufacturer-recommended vaccine doses. For those who cannot receive the vaccine due to medical/religious reasons, an option to complete an educational health and safety course to receive the same bonus.
- **Amtrak:** Additional two hours of pay along with excused absence.

## OPTIONS

*The following are the recommendations for a vaccine incentive program taking into consideration the allotted budget and the size of the employee population*

- Gift Card of \$50 (spending)
- Extra 4 hours of pay (capped at \$150)
- One-time bonus of \$50 (saving)

## REQUIREMENT

*Employees will be required to provide proof of vaccination to Human Resources. All employee medical records are maintained under strict confidentiality. Incentives such as gift cards/fitness related products will involve purchase in advance. Incentives such as extra pay/ bonus will be processed through payroll.*

## TIMELINE

*The program will be in effect from April 1, 2021 to December 31, 2021.*

## EXPECTED RESULTS

*The desired result is maximum participation in the voluntary vaccination program but expected result is at least 50% participation.*

## CONCLUSION/RECOMMENDATIONS

*The vaccine incentive program aims to motivate and encourage the workforce to obtain recommended vaccinations to combat the Coronavirus infection, thereby promoting a healthier and safer workplace and communities. **The most feasible option would be opening up the \$50 gift card incentive to all employees in keeping with non-discrimination practices.** We should also need a plan to provide an alternative to those employees who choose not to get vaccinated for health/religious reasons.*

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
JUNE 7, 2021**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT**

Presented by John T. Hatanaka  
Senior Deputy Executive Director

**SUMMARY**

In conjunction with the development of a Replacement Passenger Terminal (“RPT”), Staff seeks Commission approval of a Professional Services Agreement (“Agreement”), copy attached, with Georgino Development LLC (“Georgino”) for strategic planning consulting services for the period from June 1, 2021 to May 31, 2022 with one extension option exercisable by mutual agreement for a period of one year. Compensation under the proposed Agreement is for a monthly retainer fee of \$4,000 with a seven-day cancellation provision by either party.

In January of this year, the Staff and the Airlines serving Hollywood Burbank Airport began the process to restart the Replacement Passenger Terminal Program (“Program”) with the goal to open the RPT and complete all improvements as early as financially feasible.

**BACKGROUND**

Staff has begun, with the support of the Airlines serving the Airport, to research a pathway to restart the Program since its suspension in March 2020 due to the impact of the COVID-19 pandemic. In addition to the RPT, the Program involves other improvements specified in the development agreement with the City of Burbank including the aircraft apron, roads, curb front, parking facilities, support facilities, and demolition of the existing terminal. Part of the effort includes development of a path that achieves an objective to bring the RPT and other essential elements of the Program on-line at the earliest possible date.

**PROPOSALS**

The services to be provided by Georgino include continued coordination with Staff, Authority financial consultants, and Authority legal counsel to maintain and support the community consensus-based vision for the RPT and future of the Airport.

**BUDGET**

The estimated expenditures of these services for the remaining month of the Fiscal Year is approximately \$4,000. During the development of the FY 2021 budget, this item was not planned for and does not have appropriations. However, due to the importance of restarting the Program, Staff believes the expenditures can be accommodated within the current budget. Expenditures for FY 2022 will be included in the proposed budget.

RECOMMENDATION

Staff seeks approval from the Commission for the proposed Agreement with Georgino and authorization for the President to execute the same.



## PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority/Georgino Development LLC)

THIS PROFESSIONAL SERVICES AGREEMENT is dated June 7, 2021 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority") and Georgino Development LLC (Tax I.D. #20-1928955) ("Consultant").

### RECITALS

A. The Authority seeks to retain Consultant as an independent contractor to provide advisory services for a replacement terminal project.

B. Consultant represents that it is fully qualified to perform such services by virtue of the experience and training of its principal, Susan Georgino.

NOW, THEREFORE, the parties agree as follows:

**1. Consultant's Services.** On request, Consultant shall perform the services set forth in Consultant's April 23, 2021 proposal attached as Exhibit A.

**2. Term.** This Agreement shall be deemed to have commenced on June 1, 2021 and shall expire on May 31, 2022 unless extended or earlier terminated pursuant to this Section. The term of this Agreement shall be subject to one extension option exercisable by mutual agreement of the parties. If the parties exercise the extension option, this Agreement shall expire on May 31, 2023 unless earlier terminated pursuant to this Section. Either party may terminate this Agreement without cause upon seven (7) calendar days notice.

**3. Compensation.**

A. The Authority agrees to compensate Consultant, and Consultant agrees to accept as full satisfaction for its services, a retainer fee in the amount of four thousand dollars (\$4,000) per month. If the parties exercise the extension option, then, commencing June 1, 2022, the retainer fee shall be four thousand five hundred dollars (\$4,500) per month.

B. Consultant shall submit invoices to the Authority, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty (30) calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice.

C. Consultant's compensation includes payment of all taxes, insurance and fringe benefits, as well as indirect costs, overhead and profit allowance, travel, materials and supplies. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.



**4. Independent Contractor Status.**

A. Consultant is, and shall at all times be, an independent contractor of the Authority. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over Consultant's conduct except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it is in any manner an officer, employee or agent of the Authority. Consultant shall not incur or have the power to incur any debt, obligation or liability on the Authority's behalf.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in this Agreement, the Authority shall not pay salaries, wages, or other compensation to Consultant for performing the services. The Authority shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performance of the services.

**5. Insurance.** Consultant shall procure and maintain for the duration of this Agreement automobile liability insurance with limits no less than \$1,000,000 per accident for bodily injury and property damage.

**6. Indemnification.** Consultant shall indemnify, hold harmless and defend the Authority and its officers, employees, and agents from any claim, demand, damage, liability, loss, cost or expense for any damage whatsoever (including death or injury to any person and injury to any property) resulting from willful misconduct, negligent acts, errors or omissions of Consultant.

**7. Confidentiality.** Consultant shall preserve the confidentiality of all data, documents, discussion or other information that is developed or received by it or that is provided for performance of this Agreement. Consultant shall not disclose such information without the prior written authorization of the Authority's Executive Director. Upon request, all Authority data shall be returned to Authority at the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

**8. Conflict of Interest.** Consultant shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, that is in conflict with the proper discharge of providing services to the Authority under this Agreement or that tend to impair independence of judgment or action in the providing of services under this Agreement. This provision shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by Consultant's active engagement for the Authority, providing such acts do not constitute a conflict of interest as defined herein.

**9. Notices.** Any notices, invoices or other documents related to this Agreement 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; or (b) 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 pursuant to this section.

Authority

Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Frank Miller  
E-mail: FMiller@bur.org

Consultant

Georgino Development LLC  
4555 Arcola Avenue  
Toluca Lake, CA 91602  
Attn: Susan Georgino  
E-mail: sg@georginodevelopment.com

**10. Assignability.** Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations.

**11. Entire Agreement.** Exhibit A is incorporated into this Agreement by reference. This Agreement (and the attached Exhibit) represents the entire and integrated contract between the parties regarding the replacement terminal project advisory services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to such services. 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..

EXECUTED:

Authority  
Burbank-Glendale-Pasadena  
Airport Authority

Consultant  
Georgino Development LLC

\_\_\_\_\_  
Ross Selivdge, Ph.D. President

  
\_\_\_\_\_  
Susan Georgino

Approved as to form:

\_\_\_\_\_  
Richards, Watson & Gershon  
A Professional Corporation

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
JUNE 7, 2021**

**AWARD OF MONTH-TO-MONTH OFFICE LEASE  
FRONTIER AIRLINES, INC.**

Presented by Scott Kimball  
Deputy Executive Director  
Business and Properties, Safety, Procurement, and Operations

**SUMMARY**

Staff seeks Commission approval to award a proposed Month-to-Month Office Lease (“Lease”), copy attached, to Frontier Airlines, Inc. (“Frontier”) to provide administrative office space in support of operations scheduled to begin on July 15, 2021, from Hollywood Burbank Airport.

Due to the limited time available prior to the start of service, staff is bringing the proposed Lease to the Commission for consideration without a recommendation from the Finance and Administration Committee.

**BACKGROUND**

Since its May 13 announcement to begin service to/from Hollywood Burbank Airport, Frontier has been working expeditiously with Staff in preparation of the inaugural flight and is in the process of executing both an Airport Use Agreement and the proposed Lease with the Authority.

Frontier, headquartered in Denver, Colorado, has announced a schedule of three daily flights to Phoenix, Denver and Las Vegas. Frontier is a schedule FAA Certificated Part 121 air carrier with operations to over 100 destinations throughout the United States including 31 international destinations and employs a staff of more than 3,000.

**DETAILS**

Key components of the proposed Lease are:

Premises: Office Space located in Building 9, Room 9-107, 371 square feet

Use: Support space for airline administration

Term: Month-to-Month

Rent: \$639.98 per month; \$7,679.76 per year

Adjustments: Annually at a fixed three percent (3%) per year

Other: Tenant pays expenses related to occupancy including maintenance, utilities, and possessory interest tax

REVENUE IMPACT

Under the terms of the proposed Lease, the Authority will receive rent from previously non-revenue generating space in the amount of \$7,679.76 per year and is subject to a three percent annual rent adjustment.

RECOMMENDATION

Staff seeks the Commission's approval to award the proposed Lease to Frontier and authorization for the President to execute the same.



**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
JUNE 7, 2021**

**REVIEW OF THE PROPOSED  
FISCAL YEAR 2021/2022 (“FY 2022”) ANNUAL BUDGET;  
AND  
PROPOSED RESOLUTION NO. 490,  
A RESOLUTION OF THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
ADOPTING THE FISCAL YEAR 2021/2022 (“FY 2022”) ANNUAL BUDGET**

Presented by Kathy David  
Deputy Executive Director  
Finance and Administration

**SUMMARY**

Staff seeks Commission approval of the attached Resolution No. 490, which adopts the proposed Fiscal Year 2021/2022 (“FY 2022”) budget. This proposed budget provides a comprehensive balanced financial program which identifies all anticipated expenditures for the next year including the estimated Operations and Maintenance expenditures, the proposed Facility Improvement (Capital) Program and utilization of Federal Relief grant funds. The budget identifies all proposed funding sources as detailed in the Sources of Funds Summary section of the attached documents.

Enclosed in the agenda packet is a workbook which provides detailed information regarding the proposed FY 2022 financial budget program.

**RECOMMENDATION**

At the May 26, 2021, special meeting of the Finance and Administration Committee (“Committee”), the Committee voted unanimously (3-0) to recommend to the Commission that it consider and approve the proposed FY 2022 budget and authorize the President of the Authority to execute same.

**RESOLUTION NO. 490**

**A RESOLUTION OF THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
ADOPTING THE FISCAL YEAR 2021/2022 (“FY 2022”) ANNUAL BUDGET**

THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY DOES  
RESOLVE AS FOLLOWS:

SECTION 1. The proposed financial budget for the fiscal year commencing July 1, 2021, and ending June 30, 2022, is set forth in that certain document entitled “Burbank-Glendale-Pasadena Airport Authority Adopted FY 2021/2022 (“FY 2022”) Budget Summary” and the same is hereby approved and adopted.

SECTION 2. There is hereby appropriated to each account as set forth in the “SOURCES OF FUNDS: SUMMARY,” the “USES OF FUNDS: SUMMARY” and accompanying exhibits of the Burbank-Glendale-Pasadena Authority Adopted FY 2021/2022 (“FY 2022”) Budget Summary, the sums shown for the categories therein set forth, and the Director, Financial Services, is hereby authorized and empowered to expend such for the purposes of such accounts subject to the review and approval of the Executive Director and/or his/her designee.

SECTION 3. The authorization granted to the Director, Financial Services, in Section 2 of this resolution is hereby made subject to the terms of the Authority’s Expenditure policy.

ADOPTED, this \_\_\_\_ day of June 2021.

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Ross Selvidge, President  
Burbank-Glendale-Pasadena Airport Authority

Attest:

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Frank R. Miller, Assistant Secretary





**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**  
**ADOPTED FY 2021/2022 ("FY 2022") BUDGET**  
**SUMMARY**

**SOURCES OF FUNDS: SUMMARY**

	Adopted Budget FY 2022	Adopted Budget FY 2021	\$ Change	% Change
Rentals	\$ 16,250,000	\$ 15,290,000	\$ 960,000	6.28%
Parking	10,735,000	7,510,000	3,225,000	42.94%
Concessions	4,500,000	5,845,000	(1,345,000)	-23.01%
Landing Fees	2,550,000	1,658,000	892,000	53.80%
Investment Income	2,300,000	3,250,000	(950,000)	-29.23%
Ground Transportation	1,090,000	1,030,000	60,000	5.83%
Other Revenues	600,000	575,000	25,000	4.35%
<b>Total Operating Revenues</b>	<b>38,025,000</b>	<b>35,158,000</b>	<b>2,867,000</b>	<b>8.15%</b>
PFC Revenues / Reserves	6,766,150	463,953	6,302,197	1358.37%
Airport Improvement Program Grants	924,056	3,360,602	(2,436,546)	-72.50%
CFC Fees: 2012 Bond Issue	2,300,000	2,000,000	300,000	15.00%
Facility Rent - RAC	1,030,962	1,030,962	-	0.00%
<b>Total Nonoperating Revenues</b>	<b>11,021,168</b>	<b>6,855,517</b>	<b>4,165,651</b>	<b>60.76%</b>
<b>Total Operating &amp; Nonoperating Revenues</b>	<b>49,046,168</b>	<b>42,013,517</b>	<b>7,032,651</b>	<b>16.74%</b>
<b>Federal Relief Grant Funds (Note 1)</b>				
Bond P & I (2012 Issue)	2,503,994	2,803,092	(299,098)	-10.67%
Bond P & I (2015 Issue)	4,561,500	4,564,250	(2,750)	-0.06%
Concession Relief	2,500,000	-	-	N/A
Personnel Costs	7,779,373	8,097,213	(317,840)	-3.93%
Facility Improvement (AIP Local Match)	-	635,445	(635,445)	-100.00%
<b>Total Federal Relief Grant Funds</b>	<b>17,344,867</b>	<b>16,100,000</b>	<b>(1,255,133)</b>	<b>-7.80%</b>
Airport Reserves	-	-	-	N/A
<b>Total</b>	<b>\$ 66,391,035</b>	<b>\$ 58,113,517</b>	<b>\$ 8,277,518</b>	<b>14.24%</b>

**USES OF FUNDS: SUMMARY**

	Adopted Budget FY 2022	Adopted Budget FY 2021	\$ Change	% Change
Bond P & I (2012 Issue)	\$ 5,834,956	\$ 5,834,054	\$ 902	0.02%
Bond P & I (2015 Issue)	4,561,500	4,564,250	(2,750)	-0.06%
<b>Subtotal Debt Service</b>	<b>10,396,456</b>	<b>10,398,304</b>	<b>(1,848)</b>	<b>-0.02%</b>
Operations and Maintenance	45,775,550	42,340,563	3,434,987	8.11%
<b>Total Operating Expenses</b>	<b>56,172,006</b>	<b>52,738,867</b>	<b>3,433,139</b>	<b>6.51%</b>
<b>Facility Improvement Program</b>				
Noise Mitigation	125,000	125,000	-	0.00%
Other Improvements	8,668,850	3,485,000	5,183,850	148.75%
Development	275,000	960,000	(685,000)	-71.35%
<b>Total Facility Improvement Program</b>	<b>9,068,850</b>	<b>4,570,000</b>	<b>4,498,850</b>	<b>98.44%</b>
Parking Tax	1,150,179	804,650	345,529	42.94%
<b>Total Operating &amp; Nonoperating Expenses</b>	<b>66,391,035</b>	<b>58,113,517</b>	<b>8,277,518</b>	<b>14.24%</b>
Additional O & M Reserve Requirement	-	-	-	N/A
<b>Total</b>	<b>\$ 66,391,035</b>	<b>\$ 58,113,517</b>	<b>\$ 8,277,518</b>	<b>14.24%</b>

Note 1: FY 2021 federal relief funds were supported by the CARES Act Grant. FY 2022 federal relief grant funds are to be supported by CRRSAA and anticipated ARPA grants. Concession revenues are programmed to be supplemented with \$2.5 million in ARPA grant funds dedicated for concession relief.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
ADOPTED FY 2021/2022 ("FY 2022") BUDGET  
OPERATIONS & MAINTENANCE ("O & M") EXPENSES**

<b>ACCT #</b>	<b>DESCRIPTION</b>	<b>ADOPTED BUDGET FY 2022</b>	<b>ADOPTED BUDGET FY 2021</b>	<b>\$ AMOUNT CHANGE</b>	<b>% CHANGE</b>
8000	Regular Wages	\$ 3,345,000	\$ 3,250,000	\$ 95,000	2.92%
8012	Overtime Wages	350,000	335,000	15,000	4.48%
8100	Sick Leave	271,000	262,500	8,500	3.24%
8102	Vacation	284,000	275,200	8,800	3.20%
8103	Payroll Taxes	368,000	357,000	11,000	3.08%
8104	Workers' Compensation Insurance	632,000	525,000	107,000	20.38%
8105	Group Insurance	493,000	431,100	61,900	14.36%
8107	Retiree Medical Trust	50,400	50,400	-	0.00%
8109	Holiday	235,000	227,600	7,400	3.25%
8110	Employee Retirement Plan	482,000	407,500	74,500	18.28%
8111	Employee Medical Opt Out	34,200	39,600	(5,400)	-13.64%
8115	FSA Admin.	900	900	-	0.00%
8120	Certification Pay	220,000	177,600	42,400	23.87%
8125	Training Pay	12,600	12,600	-	0.00%
8200	Office Supplies	65,000	65,000	-	0.00%
8202	Periodicals, Maps and Pamphlets	3,200	4,250	(1,050)	-24.71%
8204	Printing and Binding	14,900	12,100	2,800	23.14%
8206	Special Office / Other Supplies	90,000	80,000	10,000	12.50%
8208	Postage	14,000	14,000	-	0.00%
8210	Office / Noise Equipment Service	170,250	191,150	(20,900)	-10.93%
8212	Copy Machine Lease	26,600	26,600	-	0.00%
8214	Office Equipment Rent	700	700	-	0.00%
8216	Photographic Expense	1,250	2,500	(1,250)	-50.00%
8252	Recruitment Expense	20,000	20,000	-	0.00%
8254	Membership Dues	161,000	161,000	-	0.00%
8256	Uniform Expense	130,000	120,000	10,000	8.33%
8258	Commission Meeting	175,000	175,000	-	0.00%
8260	Conference Meeting	65,000	35,000	30,000	85.71%
8261	Training Expense	290,000	280,000	10,000	3.57%
8302	Fuel, Oil and Lubricants	150,000	150,000	-	0.00%
8303	Low Value Communications Equipment	3,400	2,350	1,050	44.68%
8304	Low Value Machinery / Equipment	11,500	10,000	1,500	15.00%
8305	Low Value Furniture / Fixtures	10,000	21,000	(11,000)	-52.38%
8306	Vehicle Repair / Maintenance Supplies	60,000	60,000	-	0.00%
8308	General Repair / Maintenance	150,000	150,000	-	0.00%
8316	Shop Supplies	60,000	60,000	-	0.00%
8318	Electrical Supplies	150,000	150,000	-	0.00%
8320	Plumbing, Heating and Air Conditioning	129,500	100,000	29,500	29.50%
8322	Building / Construction Supplies	75,000	75,000	-	0.00%
8324	Telephone Expense	320,000	360,000	(40,000)	-11.11%
8326	Communications Maintenance	53,200	48,700	4,500	9.24%
8332	Industrial Chemical Supplies	14,500	14,500	-	0.00%

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
ADOPTED FY 2021/2022 ("FY 2022") BUDGET  
OPERATIONS & MAINTENANCE ("O & M") EXPENSES**

<b>ACCT #</b>	<b>DESCRIPTION</b>	<b>ADOPTED BUDGET FY 2022</b>	<b>ADOPTED BUDGET FY 2021</b>	<b>\$ AMOUNT CHANGE</b>	<b>% CHANGE</b>
8334	Operating / Maintenance Equipment Lease	\$ 56,000	\$ 56,000	\$ -	0.00%
8336	Utility – Gas	40,000	40,000	-	0.00%
8338	Utility – Electric	1,540,000	1,486,538	53,462	3.60%
8340	Utility – Water	400,000	400,000	-	0.00%
8341	Sign Repair and Maintenance	110,000	110,000	-	0.00%
8342	Landscaping Expense	205,500	205,500	-	0.00%
8344	Paint Expense	167,500	110,000	57,500	52.27%
8604	ARFF Services	3,640,000	3,532,000	108,000	3.06%
8606	Tenant Janitorial Services	774,700	677,000	97,700	14.43%
8607	Janitorial Services	1,070,500	959,000	111,500	11.63%
8608	Refuse Collection	185,000	185,000	-	0.00%
8610	Contractual Building	190,000	110,000	80,000	72.73%
8612	Contractual Systems	1,548,800	1,042,675	506,125	48.54%
8620	Contractual Vehicle Maintenance	385,400	385,400	-	0.00%
8622	Other Contracted O & M Costs	949,900	949,900	-	0.00%
8625	Contractual Parking Ops. (Self-Park / Valet)	4,020,000	2,598,750	1,421,250	54.69%
8626	Contractual Transportation Services	65,000	650,000	(585,000)	-90.00%
8702	Noise Consultants	87,000	87,000	-	0.00%
8704	Legal Services	650,000	650,000	-	0.00%
8706	Audit Services	140,000	140,000	-	0.00%
8708	Professional Management Services	15,050,000	14,712,000	338,000	2.30%
8709	Engineering Services	85,000	85,000	-	0.00%
8710	Financial Services	555,000	555,000	-	0.00%
8711	Other Professional Services	1,450,000	1,425,300	24,700	1.73%
8715	Environmental Services	100,000	300,000	(200,000)	-66.67%
8804	Bad Debt Expense	4,000	4,000	-	0.00%
8816	Insurance	1,732,600	1,556,000	176,600	11.35%
8818	Public Relations / Advertising	73,500	73,500	-	0.00%
8819	Air Service Retention and Development	435,000	80,000	355,000	443.75%
8822	Licenses, Permits and Fees	284,550	272,650	11,900	4.36%
8825	Uninsured Loss	10,000	10,000	-	0.00%

<b>TOTAL O &amp; M EXPENDITURES</b>	<b>\$ 45,197,050</b>	<b>\$ 42,189,063</b>	<b>\$ 3,007,987</b>	<b>7.13%</b>
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**O & M EQUIPMENT AND PROJECTS**

9010	Vehicles / Equipment	\$ 315,000	\$ -	\$ 315,000	N/A
9022	Other Machinery / Equipment	170,000	26,500	143,500	541.51%
9026	Office Equipment / Systems	93,500	125,000	(31,500)	-25.20%

<b>TOTAL O &amp; M EQUIPMENT / PROJECTS</b>	<b>\$ 578,500</b>	<b>\$ 151,500</b>	<b>\$ 427,000</b>	<b>281.85%</b>
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<b>TOTAL OPERATIONS AND MAINTENANCE</b>	<b>\$ 45,775,550</b>	<b>\$ 42,340,563</b>	<b>\$ 3,434,987</b>	<b>8.11%</b>
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**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
ADOPTED FY 2021/2022 ("FY 2022") BUDGET  
FACILITY IMPROVEMENT (CAPITAL) PROGRAM**

PROJECT DESCRIPTION		Cost	Funded By PFC	Funded By Federal Grants	Airport Share
<b>BUILDING IMPROVEMENTS</b>					
1)	Minor Building Improvements	\$ 100,000	\$ -	\$ -	\$ 100,000
<b>TOTAL BUILDING IMPROVEMENTS</b>		<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 100,000</b>
<b>IT / COMMUNICATIONS / SECURITY</b>					
2)	IT Network Infrastructure Equipment Replacement	\$ 300,000	\$ -	\$ -	\$ 300,000
3)	DVSS Installation and Equipment Replacement	175,000	-	-	175,000
<b>TOTAL IT / COMMUNICATIONS / SECURITY</b>		<b>\$ 475,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 475,000</b>
<b>EQUIPMENT</b>					
4)	ARFF Truck Replacement	\$ 808,500	\$ -	\$ 753,206	\$ 55,294
5)	Airfield Maintenance Equipment	265,000	265,000	-	-
<b>TOTAL EQUIPMENT</b>		<b>\$ 1,073,500</b>	<b>\$ 265,000</b>	<b>\$ 753,206</b>	<b>\$ 55,294</b>
<b>RUNWAY / TAXIWAY / ROADWAY PROJECTS</b>					
6)	Airfield Lighting Vault Replacement - Construction	\$ 4,840,000	\$ 4,840,000	\$ -	\$ -
7)	Taxilane A Rehabilitation - Construction	1,320,000	1,320,000	-	-
8)	Runway 8 PAPI Relocation	300,000	300,000	-	-
9)	Parking Lot D Access Improvements	250,000	-	-	250,000
10)	Airside Pavement Rehabilitation - Design	223,350	-	-	223,350
11)	Hollyona Property Modification - RPZ Land	87,000	16,887	70,113	-
<b>TOTAL RUNWAY / TAXIWAY / ROADWAY PROJECTS</b>		<b>\$ 7,020,350</b>	<b>\$ 6,476,887</b>	<b>\$ 70,113</b>	<b>\$ 473,350</b>
<b>NOISE MITIGATION</b>					
12)	Residential Acoustical Treatment Program ( <i>multi-year</i> )	\$ 125,000	\$ 24,263	\$ 100,737	\$ -
<b>TOTAL NOISE MITIGATION</b>		<b>\$ 125,000</b>	<b>\$ 24,263</b>	<b>\$ 100,737</b>	<b>\$ -</b>
<b>DEVELOPMENT</b>					
13)	Replacement Passenger Terminal Project ( <i>multi-year</i> )	\$ 275,000	\$ -	\$ -	\$ 275,000
<b>TOTAL DEVELOPMENT</b>		<b>\$ 275,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 275,000</b>
<b>TOTAL FACILITY IMPROVEMENT PROGRAM</b>		<b>\$ 9,068,850</b>	<b>\$ 6,766,150</b>	<b>\$ 924,056</b>	<b>\$ 1,378,644</b>

**Notes:**

- 1) Airport funded appropriations in the amount of \$100,000 have been included to address small projects.
- 2) IT network infrastructure equipment: core switch (\$200,000) & blade server (\$100,000) replacements.
- 3) Digital Video Surveillance System (DVSS): installation of new cameras (\$125,000) & replacement cameras (\$50,000).
- 4) ARFF truck replacement programmed with funding from an already awarded AIP/CARES Grant in the amount of \$753,206 with the balance of \$55,294 for ancillary equipment to be Airport funded. The Commission approved this acquisition during FY 2021 but due to long lead time for delivery it has been reprogrammed into the FY 2022 budget.
- 5) Airfield maintenance equipment (runway sweeper and ramp scrubber) to be funded through an already approved Passenger Facility Charge (PFC) application.
- 6) Design for Airfield Lighting Vault replacement completed during FY 2021. Construction programmed into FY 2022 budget to be funded with a PFC application that is currently underway.
- 7) Design for Taxilane A rehabilitation completed during FY 2021. Construction included into the FY 2022 budget programmed to be funded with a PFC application that is currently underway.
- 8) Provides appropriations for the relocation of the Runway 8 Precision Approach Path Indicator (PAPI) per airline request. The PAPI is runway approach navigation equipment. Programmed to be funded through a PFC application that is currently underway.
- 9) This project is for the development of improved access to/from Parking Lot D as well as the installation of automated revenue control equipment.
- 10) The appropriations for this airside paving project represent design costs to initially be Airport funded in FY 2022 but expected to be reimbursed through AIP/PFC funds in FY 2023 after funding is awarded. Construction anticipated to be programmed into the FY 2023 budget and scheduled to commence once funding is awarded.
- 11) The Hollyona RPZ property was acquired during FY 2020. The FY 2022 appropriations represent required property modifications to comply with making the property fallow. Costs to be reimbursed through AIP/PFC funds anticipated to be awarded in FY 2022.
- 12) Appropriations included to commence RATP project for remaining eligible units subject to the award of AIP Grant funding. This project will not commence until grant funding is awarded and in place.
- 13) Appropriations in the amount of \$275,000 have been included to allow for continued consulting support services associated with the evaluation/financial feasibility of the restart of the Replacement Passenger Terminal (RPT) project that was placed on hold in March 2020 due to the COVID-19 pandemic.

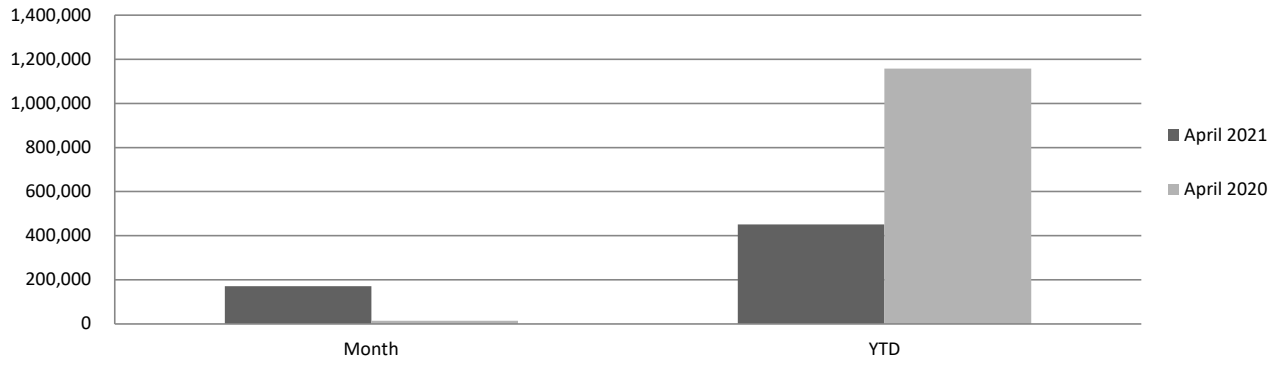


# Hollywood Burbank Airport

AIR CARGO (lbs.)	April			January - April		
	2021	2020	% Change	2021	2020	% Change
<b>Signatory Airlines</b>						
Alaska Airlines	597	78	665.38%	2,253	1,251	80.10%
American Airlines	0	300	-100.00%	0	345	-100.00%
Avelo Airlines						
Delta Airlines	0	0	N/A	0	8	-100.00%
JetBlue Airways						
Southwest Airlines	172,117	120,720	42.58%	484,012	591,617	-18.19%
Spirit Airlines						
United Airlines	0	0	N/A	0	1,106	-100.00%
<b>Other Scheduled Carriers</b>						
Federal Express	4,310,334	3,341,553	28.99%	18,231,696	14,734,533	23.73%
United Parcel Service	4,378,812	4,592,355	-4.65%	16,276,866	17,249,693	-5.64%
<b>Charter/Contract Carriers</b>						
Ameriflight	219,776	283,006	-22.34%	802,661	1,036,387	-22.55%
<b>Total Air Cargo</b>	<b>9,081,636</b>	<b>8,338,012</b>	<b>8.92%</b>	<b>35,797,488</b>	<b>33,614,940</b>	<b>6.49%</b>
Inbound (deplaned)	4,525,745	4,420,926	2.37%	17,823,235	18,030,687	-1.15%
Outbound (enplaned)	4,555,891	3,917,086	16.31%	17,974,253	15,584,253	15.34%

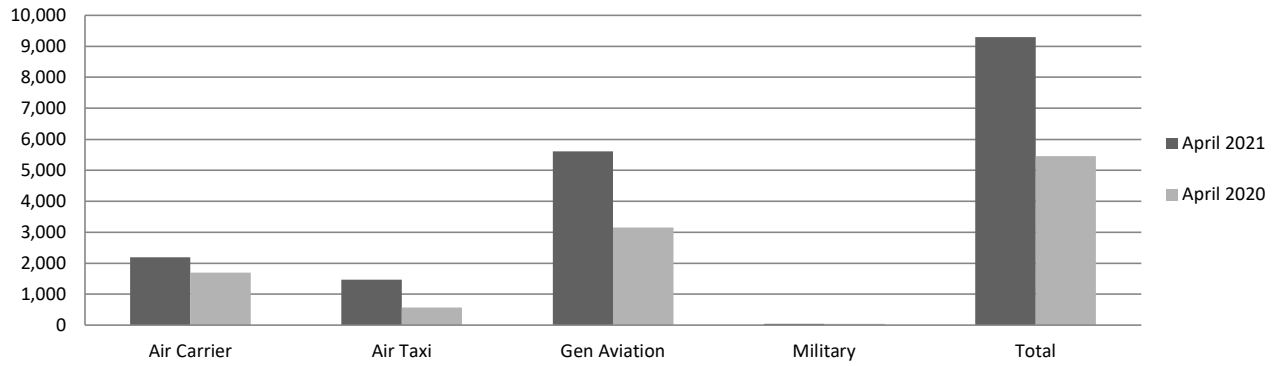
MAIL (lbs.)	April			January - April		
	2021	2020	% Change	2021	2020	% Change
American Airlines	0	0	N/A	0	6,032	-100.00%
<b>Total Mail</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>0</b>	<b>6,032</b>	<b>-100.00%</b>
Inbound (deplaned)	0	0	N/A	0	3,016	-100.00%
Outbound (enplaned)	0	0	N/A	0	3,016	-100.00%

### Revenue Passengers



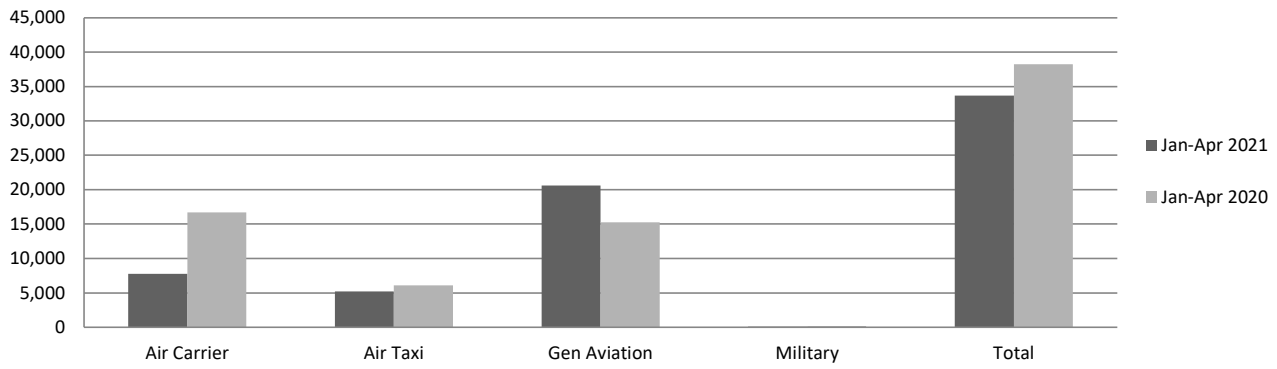
Revenue Passengers	Month	YTD
April 2021	171,591	450,867
April 2020	14,042	1,158,171
% Change	1121.98%	-61.07%

### Aircraft Operations - Month



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
April 2021	2,189	1,463	5,609	37	9,298
April 2020	1,695	565	3,150	44	5,454
% Change	29.14%	158.94%	78.06%	-15.91%	0.00%

### Aircraft Operations - Year-to-Date



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-Apr 2021	7,736	5,209	20,594	116	33,655
Jan-Apr 2020	16,717	6,110	15,234	174	38,235
% Change	-53.72%	-14.75%	35.18%	-33.33%	-11.98%

**MONTH-TO-MONTH OFFICE LEASE**

BETWEEN

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

AND

**FRONTIER AIRLINES, INC.**



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## MONTH-TO-MONTH OFFICE LEASE

THIS MONTH-TO-MONTH OFFICE LEASE (“Lease”) is dated as of \_\_\_\_\_, 2021, and is entered into by and between the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a public entity formed under a joint exercise of powers agreement among the Cities of Burbank, Glendale and Pasadena, California, pursuant to the California Joint Exercise of Powers Act (“Landlord”), and FRONTIER AIRLINES, INC., a Colorado corporation (“Tenant”).

In consideration of the mutual covenants, conditions, and agreements contained herein, Landlord and Tenant hereby agree as follows:

### 1. LEASED PREMISES.

1.1 Location of Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby hires and takes from Landlord, those certain premises described in Exhibit “A” attached hereto (“Leased Premises”) located within the Hollywood Burbank Airport (“Airport”), including the right in common with others, to the use of certain of the “common use facilities” of the Airport as set forth in Section 13 below, upon the terms and subject to the conditions set forth in this Lease.

1.2 Acceptance of the Leased Premises. Tenant hereby accepts the Leased Premises in the condition existing as of the date hereof. Tenant hereby agrees that the Leased Premises are in a good and tenable condition and acknowledges that Tenant has inspected the Leased Premises and available common use facilities of the Airport to its satisfaction and acknowledges that Landlord is not obligated to make any repairs or alterations to the Leased Premises or common use facilities.

Tenant hereby agrees to make all improvements necessary for the Property to comply with the American with Disabilities Act and any other accessibility laws.

The Leased Premises, and any other areas that may be used by Tenant under this Lease (herein, the “subject premises”) have not been inspected by a Certified Access Specialist (CASp). A CASp can inspect the subject premises and determine whether they 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, a commercial property owner or lessor may not prohibit a 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 must 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 subject premises.

Landlord and Tenant hereby agree that Landlord will not be obligated to obtain or pay for such an inspection report, and will not make or pay for any necessary repairs or alterations (all of which shall be the responsibility of Tenant under this Lease).

1.3 Reservations to Landlord. Tenant further accepts the Leased Premises subject to any and all existing easements and encumbrances and any other recorded items. Landlord

reserves the right, without obligation, to install, lay construct, maintain and repair utilities and appurtenances necessary or convenient in connection therewith in, over, upon, through, across, under and along the Leased Premises or any part thereof, and to enter the Leased Premises for any and all such purposes. Landlord also reserves the right to grant franchises, licenses, easements, rights of way and permits in, over, upon, through, across, under and along any and all portions of the Leased Premises. No right reserved by Landlord in this Section shall be so exercised as to interfere unreasonably with Tenant's operations hereunder.

1.4 Landlord's Right of Access. Landlord shall have free access to the Leased Premises in all cases of emergency, and during all reasonable hours for the purposes of examining the same to ascertain if they are in good repair, inspecting any work in progress within the Leased Premises, the passenger terminal building ("Building") or elsewhere on the Airport, making repairs which Landlord may be required or permitted to make hereunder, and exhibiting the same to prospective purchasers or Tenants. Such entry shall be made in a manner which will not unreasonably interfere with Tenant's use of the Leased Premises, except in case of emergency. In the event that Tenant is not personally present to open and permit such entry, Landlord may enter by means of a master key or may enter forcibly and shall incur no liability to Tenant as a result of such entry, and this Lease shall not be affected thereby.

## 2. TERM

2.1 Commencement Date. The term of this lease shall be month-to-month, commencing at 12:01 a.m., June 15, 2021 (hereinafter the "Commencement Date"), and continuing until this Lease is terminated as provided herein.

2.2 Early Possession. In the event that Tenant, with Landlord's consent, takes early possession Tenant shall be subject to all of the provisions hereof, excluding any and all covenants, obligations and conditions required to be performed or satisfied by Landlord under this Lease, and the provisions of Section 3.3 applicable to adjustments in the Monthly Base Rent (as defined herein) shall apply. Landlord shall have no obligation or responsibility with respect to such early possession, and Tenant shall defend, indemnify and hold harmless Landlord from and against any and all claims, losses, damages, liabilities, obligations, costs and expenses, including attorneys' fees, arising out of, resulting from or relating to such early possession.

2.3 Termination. Each party shall have the right to terminate this Lease at any time, with or without cause, by delivering to the other party at least thirty (30) days' prior written notice of termination.

2.4 Default. Landlord shall have the right to terminate this lease in the event of a default by Tenant as provided in Section 12.2.

## 3. RENT

3.1 Rent. In consideration of Landlord leasing to Tenant the Leased Premises, Tenant shall pay to Landlord as monthly base rent the sum of Six Hundred Thirty-Nine and 98/100 Dollars (\$639.98) ("Monthly Base Rent"), subject to adjustment pursuant to Sections 3.2 and 3.3, commencing on the Commencement Date and continuing on the first (1st) day of each calendar month thereafter during the term hereof. The Monthly Base Rent from the Commencement Date to the first (1st) day of the calendar month following the Commencement Date and for the



calendar month in which this Lease is terminated shall be prorated to the extent that such calendar months are partial calendar months on the basis of thirty (30) day calendar month.

3.2 Rent Adjustments. Commencing on the first (1st) anniversary of the Commencement Date and thereafter on each subsequent anniversary thereof (each, an “Adjustment Date”), the then-current Monthly Base Rent shall be increased by three percent (3%).

3.3 Special Adjustments to Monthly Base Rent. In the event that (i) Landlord is unable to deliver possession of some or all of the Leased Premises on the Commencement Date, or (ii) this Lease is terminated pursuant to Section 2.3 or 2.4, or (iii) the Leased Premises are subject to a taking under the power of eminent domain which does not result in a termination of this Lease as provided in Section 10, the following provisions shall apply: (i) if the area of the Leased Premises is reduced by more than ten percent (10%) but not more than twenty-five percent (25%) in the aggregate, the Monthly Base Rent for the remainder of the Annual Period during which such reduction occurs shall be reduced, effective as of the date of such reduction, by the same percentage; or (ii) if the area of the Leased Premises is reduced by more than twenty-five percent (25%) in the aggregate, the Monthly Base Rent for the remainder of the Annual Period during which such reduction occurs shall be reduced, effective as of the date of such reduction, by such amount as Landlord determines in its sole discretion, as set forth in a written notice to Tenant.

### 3.4 Taxes.

3.4.1 Possessory Interest and Other Taxes. Tenant shall pay, as additional rent under this Lease, all “taxes” imposed by any authority having the direct or indirect power to tax and which are applicable to the Leased Premises during the term of this Lease. As used herein, the term “taxes” shall include any form of possessory interest tax, assessment (including public facilities maintenance district levy or assessment or any public transit or other benefit assessment district levy or assessment), license fee, commercial rental tax, any tax or excise on rents, levy, penalty or tax (other than net income, inheritance or estate taxes) imposed by any authority having the direct or indirect power to tax, including any federal, state, county or city, government, or any school, agricultural, lighting, drainage, or other improvement district thereof, as against any legal or equitable interest of Landlord in the Leased Premises are a part, as against Landlord’s right to rent or other income therefrom, or as against Landlord’s business of leasing the Leased Premises. In this regard, Tenant recognizes and understands that this Lease might be held to create a possessory interest subject to property taxation and that Tenant might be subject to the payment of property taxes levied on such interest.

3.4.2 Personal Property Tax. Tenant shall pay before delinquency any and all taxes and assessments on the furniture, fixtures, equipment and other personal property of Tenant located or used in the Leased Premises, whether assessed to Tenant or assessed to Landlord as part of the real property.

### 3.5 Utilities.

3.5.1 Payment. Landlord shall pay all costs, expenses and charges for utilities, meaning gas and electricity (including for heat, light, power and air conditioning services)

supplied to the Leased Premises, together with any taxes thereon and any connection fees, prior to when such charges are due.

3.5.2 No Liability for Interruption. Landlord shall not be liable to Tenant under any circumstances for damages or loss to Tenant's property, injury to persons or property, or consequential damages, however occurring, through, in connection with, or incidental to any such utilities or services not being provided or inadequately being provided or any permanent or temporary cessation or other interruption of any such utilities or services.

3.5.3 Compliance with Utility Supplier Rules. Tenant shall comply with all rules and regulations which Landlord, any governmental agencies or authorities, or any utility company may establish for the use, proper functioning and protection of any utilities or services.

3.6 Net Lease. Except as otherwise expressly provided in this Lease, Landlord shall receive all amounts payable by Tenant pursuant to this Section 3 or any other provision of this Lease, free and clear of any and all other impositions, taxes, liens, charges or expense of any nature whatsoever in connection with the ownership and operation of the Leased Premises. In addition to the amounts payable by Tenant pursuant to this Section 3, Tenant shall pay to the parties respectively entitled thereto all other impositions, operating charges, maintenance charges, construction costs, and any other charges, costs and expenses which arise or may be contemplated under any provision of this Lease during the term hereof, except only those amounts payable by Landlord as provided in Section 6.1.1. All of such charges, costs and expenses shall constitute additional rent, and upon the failure of Tenant to pay any of such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent.

3.7 Interest on Past Due Payments. Any amount due from Tenant pursuant to this Section 3 or any other provision of this Lease which is not paid when due shall bear interest from the due date until paid at a rate equal to five percent (5%) in excess of the prevailing rate established by the Federal Reserve Bank at San Francisco on advances to member banks on the twenty-fifth (25th) day of the month preceding the Commencement Date (but not more than the maximum rate permissible by law); provided, however, that the payment of any interest pursuant to this Section shall not excuse or cure any default by Tenant with respect to its obligations to pay any amount due from Tenant pursuant to this Section 3 or any other provision of this Lease.

3.8 Financial Information. Within ten (10) days following a written request by Landlord, Tenant shall furnish to Landlord, in such detail as Landlord may reasonably request, financial information concerning Tenant, any parent or subsidiary of Tenant, or any person, firm or entity having the power, direct or indirect, to control Tenant or its operations at the Airport. The financial information to be furnished hereunder shall include, but shall not be limited to, balance sheets, statements of profit and loss and statements of changes in financial position. If available, such financial information shall include the opinion of an independent auditor as to the financial statements or, if not available, shall be certified as true, accurate and complete by the chief financial officer of the party for whom the information is furnished.

3.9 Address for Payment. The payment of Monthly Base Rent and all other amounts due to Landlord hereunder shall be paid at the office of Landlord; Burbank-Glendale-Pasadena

Airport Authority, 2627 Hollywood Way, Burbank, California 91505, ATTENTION: Controller, or at such other place as Landlord may designate from time to time in writing.

4. SECURITY DEPOSIT. Concurrently with the execution of this Lease, Tenant shall pay to Landlord the sum of One Thousand Nine Hundred Nineteen and 94/100 Dollars (\$1,919.94), which is equivalent to three times the Monthly Base Rent (“Security Deposit”), as security for the full and faithful performance by Tenant of the terms, provision, conditions, clauses, and covenants of this Lease. In the event that Landlord increases the Monthly Base Rent pursuant to Section 3.2, Tenant shall immediately deliver to Landlord an amount sufficient to increase the Security Deposit to the amount of three times the Monthly Base Rent, as adjusted. In the event Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of Monthly Base Rent or any other amounts payable by Tenant to Landlord hereunder, Landlord may, but shall not be required to, use, apply or retain all or any part of the Security Deposit for the payment of such Monthly Base Rent or other amounts in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant’s default, or to cure any other default for any other loss or damage which Landlord may suffer by reason of Tenant’s default including, but not limited to or repairing damages to the Leased Premises, the Building or other areas of the Airport or any portion thereof, caused by Tenant. If any portion of the Security Deposit is so used or applied, Tenant shall, upon demand, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the amount of three times the current Monthly Base Rent and Tenant’s failure to do so shall constitute a material breach of this Lease. Landlord shall not be required to keep the Security Deposit separate from its general accounts. If Tenant performs all of Tenant’s obligations hereunder, the Security Deposit, or so much thereof as has not previously been applied by Landlord, shall be returned, without payment of interest for its use, to Tenant (or, at Landlord’s election, to the last assignee, if any, of Tenant’s interest hereunder) at the expiration of the term hereof, following Tenant’s vacation of the Leased Premises in strict accordance with the provisions of this Lease. No trust relationship is created herein between Landlord and Tenant with respect to the Security Deposit.

5. CONDUCT OF BUSINESS BY TENANT.

5.1 Principal Use of Airport. Tenant hereby acknowledges that the principal use of the Airport consists of the operation of a public airport and that all other businesses and operations which now are or hereafter permitted by Landlord, to be conducted on or at the Airport, including Tenant’s use of the Leased Premises pursuant to this Lease, must be at all time compatible with such principal use, as Landlord, in its sole discretion, shall determine.

5.2 Authorized Use of Leased Premises. Tenant shall use the Leased Premises solely for offices. Tenant shall not use the Leased Premises for any other use.

5.3 Licenses, Permits; Compliance with Laws. Tenant, at Tenant’s own cost and expense, shall obtain and maintain in effect at all times during the term hereof all licenses, permits, certificates, approvals and other authorizations required by any federal, state, county, city or other governmental authority or agency having jurisdiction over Tenant, Tenant’s business and operations, the Leased Premises, the Building or the other areas of the Airport, including, without limitation, all licenses, permits certificates, approvals and other authorizations required by the FAA. Without limiting the generality of the foregoing, Tenant shall comply with

all applicable federal, state, county and city statutes, regulations, rules, ordinances and all orders of any department, bureau or agency or any governmental authority having jurisdiction over Tenant, Tenant's business and operations and the occupancy, maintenance and use of the Leased Premises for the purpose demised hereunder including, without limitation, the provisions of Section 24 and all rules and regulations promulgated by the FAA.

5.4 Restrictions On Use.

5.4.1 No Other Use. Tenant shall not use or permit the use of the Leased Premises for any purpose other than the purposes set forth in Section 5.2.

5.4.2 Manner of Use. Tenant shall not use or permit the use of the Leased Premises, the Building or any other areas of the Airport in any manner that will (i) tend to create or permit any waste or nuisance, (ii) tend to disturb other tenants, occupants, licensees, concessionaires or other users or customers of the Building or any other areas of the Airport, (iii) invalidate or cause the cancellation of or be in conflict with any fire or other hazard insurance policies covering the Airport, or (iv) increase the premiums for any fire insurance policies covering the Airport or any property located therein, over the premiums for such policies in effect on the Commencement Date hereof. Tenant, at its expense, shall comply with all rules, orders, regulations, or requirements of the National Board of Fire Underwriters, or any other similar body.

5.4.3 Vending Machines. Tenant shall not place any vending machines or vending devices in or on the Leased Premises without the prior written approval of Landlord.

5.4.4 Interference With Utilities, Police, Fire Fighting. Tenant shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the mechanical, gas, electrical, heating, ventilating, air conditioning, plumbing or sewer systems, facilities or devices or portions thereof on or servicing the Leased Premises, the Building or elsewhere on the Airport, nor shall Tenant do or permit to be done anything which may interfere with free access or passage to the Leased Premises, the Building or the streets, roads, parking lots, curb areas, entryways, exits, sidewalks adjoining the Building, the common use facilities of the Airport or the public areas adjacent thereto. In addition, Tenant shall not hinder police, fire fighting or other emergency personnel in the discharge of their duties.

5.4.5 Interference with Fire Exits. Tenant shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of fire exits, elevators or escalators in or adjacent to Leased Premises, the Building or elsewhere at the Airport, including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto.

5.5 Non-Discrimination and Affirmative Action. Tenant shall comply with the provisions of Exhibit "B" attached hereto and by this reference made a part hereof regarding nondiscrimination, as the same may be amended by Landlord from time to time. In addition, Tenant shall undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E, to insure that no person shall, on the ground of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 Code of Federal regulations Part 152, Subpart E. Tenant agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of

any program or activity covered by said subpart. Tenant will require that its permitted subtenants, licensees or permittees will provide assurances to Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their licensees or permittees, as required by 14 Code of Federal regulations Part 152, Subpart E, to the same effect.

5.6 Compliance with FAA Grant Assurances and Airport Use. In connection with the ownership and use of the Airport by Landlord, Tenant hereby agrees as follows:

5.6.1 Development or Improvement of Landing Area. Landlord reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of Tenant, and without interference or hindrance.

5.6.2 Maintenance of Landing Area and Public Facilities. Landlord reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair all common use facilities and publicly owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard.

5.6.3 Agreements with United States. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between Landlord and the United States, or any lawful requirement of the United States, relative to the development, operation, or maintenance of the Airport.

5.6.4 Reservation of Rights. There is hereby reserved to Landlord, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises and the other areas of the Airport. This public right of flight shall include the right to cause within said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the Airport.

5.6.5 Height Restrictions. Tenant shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree, on the Leased Premises, the Building or elsewhere at the Airport in violation of federal height restrictions and obstruction criteria or any more restrictive height restrictions and obstruction criteria established from time to time by Landlord. In the event the aforesaid covenants are breached, Landlord reserves the right to enter upon the Leased Premises, the Building or other areas of the Airport to remove the offending structure or object and to cut the offending tree, all of which shall be at the expense of Tenant.

5.6.6 Interference with Aircraft. Tenant shall not make use of the Leased Premises or any other areas of the Airport in any manner which might interfere with the landing and taking off of aircraft from the Airport, or which might otherwise constitute a hazard. In the event the aforesaid covenant is breached, Landlord reserves the right to enter upon the Leased Premises or any other areas of the Airport and cause the abatement of such interference, at the expense of Tenant.

5.6.7 Rights of United States. This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has, or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport, or the

exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency or otherwise.

5.6.8 Unauthorized Access. Tenant shall use reasonable precautions to prevent unauthorized persons from gaining access to restricted flight and aircraft operational areas, including, without limitation, the precautions established pursuant to Section 5.7.

5.7 Airport Security. Part X of Landlord's Airport Security Program, as the same may be modified or supplemented from time to time by Landlord or its staff in its sole and absolute discretion ("Security Requirements"), are an integral part of the Lease and hereby incorporated herein by this reference.

## 6. MAINTENANCE AND REPAIRS.

### 6.1 Landlord's Obligations.

6.1.1 Landlord Obligations. During the term of this Lease, Landlord shall keep and maintain in good condition and repair, reasonable wear and tear excepted, according to the standards established by Landlord, as the same may be changed at any time and from time to time, (i) the foundations, roof and other structural components of the Building, including the structural portions of the exterior walls of the Leased Premises, and (ii) all sprinklers, plumbing, sewer, electrical, water, gas, drains, heating, ventilating and air conditioning systems, facilities and equipment serving the Leased Premises, but only to the extent such systems, facilities or equipment are located within the Airport and only to the point of connection or distribution to the Leased Premises, as determined by Landlord, and are not located within any easement in favor of a municipal or public utility supplier; provided, however, that Landlord 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, without limitation, any overuse or abuse, of Tenant or the agents, employees, or invitees of Tenant, which damage shall be repaired promptly by Tenant, at Tenant's sole cost and expense. Landlord shall have no obligation to commence any maintenance or repair required under this Section until thirty (30) days after the receipt by Landlord of written notice of the need for such maintenance or repair. Landlord shall not be liable to Tenant for any injury to or interference with Tenant, Tent's business and operations or use or occupancy of the Leased Premises arising out of, resulting from, or relating to the performance of any maintenance or the making of any repairs.

6.1.2 Tenant Waiver. Except as provided in Section 6.1.1, Landlord shall have no obligation to maintain or make any repairs to the Leased Premises. Tenant hereby waives any and all rights provided in Section 1941 through Section 1942, inclusive of the Civil Code of California and hereby waives, to the extent permissible, any rights under other statutes or laws now or hereafter in effect which are contrary to the obligations of Landlord under Section 6.1.1, or which place obligations upon Landlord in addition to those provided in Section 6.1.1. Landlord shall not be liable to Tenant by reason of any injury to or interference with Tenant's business arising from or connected with the need for or the making of any repairs, alteration, or improvements to the Leased Premises.

### 6.2 Tenant's Obligations.

6.2.1 Maintenance. Except as expressly provided in Section 6.1.1 hereof, Tenant, at Tenant's sole expense, shall maintain the Leased Premises, in good order, condition, and repair and in a neat, attractive, sanitary condition, free from waste or debris according to standards established by Landlord (whether or not such part of the Leased Premises requiring repair, or the means of repairing the same, are reasonably or readily accessible to Tenant, and whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements or the age of such part of the Leased Premises) including, without limitation, all of the following: (i) all doors (including without limitation, roll-up doors), locks and replacement of light bulbs; (ii) all ceilings, floors, interior walls, non-structural components of exterior walls, store fronts, windows, doors, plate glass, showcases, skylights, light fixtures, entrances, and vestibules located within the Leased Premises, and (iii) trade fixtures, furniture and other personal property located in or used in the Leased Premises, including, without limitation, any and all alterations (as defined in Section 7.1). Tenant shall make any and all repairs required pursuant to this Section as and when the same become necessary to maintain the Leased Premises and every part thereof in good order condition and repair, but in no event later than thirty (30) days following the delivery to Tenant of notice of the need for such repair, or immediately in the event of an emergency. All repairs to the Leased Premises made by Tenant as provided in this Lease shall be performed in accordance with all applicable statutes, regulations, rules and ordinances and all requirements and orders of any and all federal, state, county, city and other governmental authorities and agencies having jurisdiction with respect thereto and Tenant shall secure all licenses, permits, approvals and authorizations required with respect thereto.

6.2.2 Tenant Failure to Repair. In the event that Tenant fails to make any repair to the Leased Premises pursuant to Section 6.2.1 within thirty (30) days following the delivery to Tenant of written notice of the requirement therefore, or immediately in the event of any emergency, Landlord shall have the right, but not the obligation, at Landlord's option, to enter upon the Leased Premises and put the same in good order, condition and repair, and in a neat, attractive and sanitary condition, free from waste and debris, and the cost thereof shall become due and payable, upon demand, by Tenant to Landlord as additional rent under this Lease.

## 7. IMPROVEMENTS AND ALTERATIONS.

7.1 Construction. Tenant shall not, without in each instance obtaining the prior written consent of Landlord, which consent may be granted or withheld, in Landlord's sole discretion, construct, install or make any modifications, alterations, improvements, or additions ("Alterations") in, on or to the Leased Premises. Landlord may impose, as a condition of such consent, such requirements as to the contractor, time, manner, method, design and construction in which the Alterations shall be done as Landlord determines, in its sole discretion. No such Alterations shall be undertaken until Tenant shall have procured and paid for all permits, licenses, approvals and authorizations of all required governmental authorities and agencies having jurisdiction thereof. Prior to the commencement of any Alterations, Tenant shall comply with the rules and guidelines established by Landlord for such work pursuant to Landlord's policy on tenant improvements attached hereto as Exhibit "C", as the same may be amended from time to time. All plans shall be subject to Landlord's approval and, when required by the Airport Engineer, shall be prepared, stamped and signed by a California licensed architect or engineer. Engineers shall be licensed for the particular discipline required. No work required in connection with any Alterations shall commence prior to receiving written approval of Landlord.

All work done in connection with any Alterations shall be done at Tenant's sole expense and with reasonable diligence, in a good and workmanlike manner, and in compliance with all applicable federal, state, county and city statutes, regulations, rules and ordinances and all orders of any and all governmental authorities having jurisdiction thereof. In order to expedite plan review and approval and to ensure that the proposed Alterations will be compatible with the Airport uses, Tenant first shall submit to Landlord for approval a schematic or conceptual plan. Landlord shall have the right to inspect and reject any work not done in accordance with the plans and specifications, and Tenant shall immediately repair or remove such work in accordance with this Section. Within thirty (30) days following the completion of an Alterations, Tenant shall furnish to Landlord a set of "as built" plans and specifications.

7.2 Indemnity. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all responsibilities, liabilities, obligations, damages, injuries, claims, demands, losses, awards, judgments, costs or expenses, arising out of, resulting from, or relating to any and all Alterations constructed, installed or made by Tenant on, in or to the Leased Premises pursuant to Section 7.1 by virtue of Landlord's review of the plans and specifications relating thereto or otherwise. Tenant hereby assigns to Landlord any and all warranties or guaranties of contractors and subcontractors furnishing labor, materials, equipment and services in connection with the Alterations, which assignment shall be effective upon the expiration or earlier termination of the Lease.

7.3 Payment. Tenant shall pay, when due, all claims for labor, materials, equipment and services furnished or alleged to have been furnished to or for Tenant at or for use in the Leased Premises or any other areas of the Airport, which claims are or may be secured by any lien against the Leased Premises or the other areas of the Airport or any interest therein. In the event any such lien is filed against the Leases Premises or any other areas of the Airport, it shall be discharged by Tenant, at Tenant's expense, within (10) days after written notice thereof is delivered to Tenant. Landlord shall have the right to post such notices of non-responsibility as are provided for in the mechanics' lien laws of California.

7.4 Landlord's Property. Except for personal property and trade fixtures not permanently affixed to the Leased Premises, all Alterations, decorations, floor coverings, and fixtures made in, on, or to the Leased Premises by or on behalf of Tenant pursuant to Section 7.1, upon the expiration or other termination of this Lease, shall become Landlord's property and shall be surrendered with the Leased Premises, unless Landlord shall elect otherwise not less than thirty (30) days prior to the expiration, or not more than ten (10) days after any other termination, of this Lease. In the event of such election, such Alterations, decorations, floor coverings and fixtures, made by or on behalf of Tenant in the Leased Premises, as Landlord may select, shall be removed by Tenant, at its sole cost and expense, at or prior to the expiration of the term of this Lease, the Leased Premises shall be restored and repaired to the condition existing as of the Commencement Date, subject to reasonable wear and tear, casualty and damage by the elements. In the event of the termination of this Lease prior to the expiration of the term hereof, any such removal shall be accomplished within thirty (30) days after such termination.

## 8. INSURANCE; INDEMNITY; WAIVERS.

### 8.1 Tenant Requirements.



8.1.1 General. Tenant, at all times during the term hereof and at Tenant's sole cost and expense, shall maintain in effect the policies of insurance with limits of liability as provided in this Section 8.1.1.

8.1.2 Commercial General Liability Insurance. A policy of commercial general liability insurance written on an occurrence basis covering the liability of Tenant and Landlord arising out of, resulting from or relating to injuries to or death of persons and damage to or loss of property occurring on, in, under or about the Leased Premises in the minimum amount of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, or property damage.

8.1.2.1 Fire Insurance. A policy or policies of hazard insurance insuring against loss or damage to or destruction of (i) Tenant's fixtures, Alterations, personal property and equipment located in, on, or at the Leased Premises in an amount not less than one hundred percent (100%) of their replacement value, and (ii) all plate glass in the Leased Premises, on an all risk basis.

8.1.2.2 Workers' Compensation Insurance. Statutory workers' compensation insurance and employers' liability coverage in the minimum amount of One Million Dollars (\$1,000,000) covering Tenant's liability for its business and operations at the Leased Premises.

8.1.2.3 Motor Vehicle Liability. Motor vehicle liability insurance coverage, including hired and non-owned vehicle coverage, which provides public liability and property damage liability coverages of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, or property damage occurring as a result of the ownership, use or operation of motor vehicles in connection with Tenant's business and operations at the Leased Premises.

8.1.3 Adjustment of Insurance Coverage and Limits. Landlord may add to or change the types or coverages of insurance or the minimum limits of liability required to be maintained by Tenant pursuant to Section 8.1.1 by written notice to Tenant of such additions or changes. If Tenant elects not to maintain such additional or changed insurance or limits of liability, Tenant may terminate this Lease in its entirety by written notice of termination given to Landlord prior to the expiration of said thirty (30) days. If Tenant does not terminate this Lease, Tenant shall obtain such additional or changed types of insurance or coverages or shall increase its insurance limits of liability as may be required by Landlord and failure to do so shall be an event of default under Section 12.1.5.

8.1.4 Policy Requirements. Each insurance policy required to be maintained by Tenant pursuant to Section 8.1.1 (i) shall be obtained from an insurance company authorized to conduct business in the State of California and having a rating of not less than A VII in A.M. Best's Insurance Guide; (ii) except for workers' compensation, shall name Landlord as a named additional insured; and (iii) shall provide that Landlord be given at least thirty (30) days' prior written notice of the termination, cancellation or amendment thereof. Concurrently with the execution and delivery of this Lease, Tenant shall furnish to Landlord a certificate or copy of each such insurance policy and prior to the expiration, cancellation or termination thereof,

Tenant shall deliver to Landlord certificates or copies of any and all extensions, renewals or replacements thereof.

8.1.5 No Limitation of Liability. Tenant acknowledges and agrees that the limits of liability provided in the insurance policies maintained by Tenant pursuant to Section 8.1.1 shall in no event be considered as limited the liability of Tenant under this Lease.

8.2 Indemnification. Tenant shall defend, indemnify and hold harmless Landlord and its commissioners, officers, employees, agents and contractors, from and against any and all claims, demands, actions, suits, proceedings, damages, losses, liabilities, obligations, costs and expenses, including, without limitation, attorneys' fees, arising out of, resulting from or relating to the use or occupancy of the Leased Premises, the Building or any other areas of the Airport by Tenant and its directors, officers, partners, employees, agents, representatives, contractors and customers, except to the extent legally caused by the active negligence or willful misconduct of Landlord.

8.3 Exemption of Landlord from Liability. Tenant, on behalf of itself and its directors, officers, partners, employees, agents, representatives, contractors and customers hereby waives all claims against Landlord, and Landlord shall not be liable, for any injury or death to persons or any damage or loss to any property in, on, or about the Leased premises, the Building or any other areas of Airport, arising out of, resulting from or relating to (i) latent or patent defects in the construction or condition of the Leased Premises, the Building or any other areas of the Airport; (ii) Acts of God; (iii) fire, steam, electricity gas, water, or rain which may leak or flow from or into any part of the Leased Premises, the Building or any other areas of the Airport; (iv) riot, civil commotion, aircraft, vehicles, smoke, vandalism, malicious mischief; (v) breakage, leakage, obstruction or other defects of the pipes, wires, appliances, plumbing, heating, ventilation and air conditioning systems, or lighting fixtures of or serving the Leased Premises, the Building or any other areas of the Airport; (vi) the use or occupancy of the Leased Premises, the Building or any other areas of the Airport by Tenant or any of its directors, officers, partners, employees, agents, representatives, contractors and customers, whether said damage or injury results from conditions arising upon the Leased Premises, the Building or upon other areas of the Airport, or from other sources; or (vii) any damage or loss arising from any act or neglect of any other tenant, licensee, concessionaire or customer of the Airport.

9. ASSIGNMENT AND SUBLETTING. Tenant shall not voluntarily or by operation of law assign, sublet, transfer or mortgage, hypothecate, grant a security interest in or otherwise encumber all or any part of Tenant's rights or interest in or to this Lease or the Leased Premises. Any attempted assignment, subletting, transfer, mortgage, hypothecation, grant of a security interest in or other encumbrance in violation of this Section shall be wholly void and of no force or effect. For the purposes of this Section, if Tenant is a corporation any attempted assignment, subletting, transfer, mortgage, hypothecation, grant of a security interest in or other encumbrance or other event which results, or upon foreclosure would result, in the reduction of the interest of the present shareholders of record to less than a majority of any class of voting stock of Tenant, or if Tenant is a partnership, any assignment, transfer, mortgage, hypothecation, grant of a security interest or other encumbrance of a partnership interest or interests or other event which results, or upon foreclosure would result, in the reduction of the profit and loss participation of the present general partners to less than fifty-one percent (51%) or if Tenant is a corporation, partnership, trust or other entity, any change in the direct or indirect power to direct or cause the

direction of the management and policies of such business or entity, shall be deemed to be a prohibited assignment, transfer, mortgage, hypothecation, grant of a security interest or other encumbrance under this Section.

## 10. EMINENT DOMAIN.

10.1 Entire or Substantial Taking. In the event that the entire Leased Premises, or so much thereof as to make the balance not reasonable adequate for the conduct of Tenant's business, shall be taken under the power of eminent domain, this Lease automatically shall terminate as of the date of the vesting of title in such condemning entity.

10.2 Awards. Any award for any taking of all or any part of the Leased Premises under the power of eminent domain shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee. Nothing contained herein, however, shall be deemed to preclude Tenant from obtaining, or to give Landlord any interest in, any award to Tenant for loss of or damage to Tenant's trade fixtures and removable personal property or damages for cessation or interruption of Tenant's business, provided, however, that in determining the value of Tenant's business, all goodwill attributable to the location of the business shall belong to Landlord and Tenant's business shall be valued based solely upon its operating results.

10.3 Condemnation by Landlord. Nothing in this Lease shall impair, limit or otherwise affect the power of eminent domain of Landlord or the exercise of such power by Landlord.

## 11. SUBORDINATION.

11.1 Subordination. This Lease is subject and subordinate to all mortgages, deeds of trust, bond indentures, liens, encumbrances and other security interest now or hereafter affecting the Leased Premises, the Building or the Airport, and to all renewals, modifications, replacements, consolidations and extensions thereof. Tenant shall execute and deliver to Landlord or any other party requiring such subordination, within ten (10) calendar days following its receipt, any and all documents which may be required to effectuate such subordination. Tenant further agrees that this Lease 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 Tenant material financial loss, and that Tenant's written consent to any such amendment, alteration or modification shall not be unreasonably withheld or delayed. Tenant shall give prompt written notice to each mortgagee, beneficiary, bond trustee, secured party or other lien holder, of which Tenant has written notice, of any default of Landlord, and Tenant shall allow such mortgagee, beneficiary, bond trustee, secured party or lien holder a reasonable length of time (in any event, not less than thirty (30) days from the date of such notice) in which to cure such default.

11.2 Attornment. In the event that any mortgage, deed of trust, bond indenture, security interest, lien or other encumbrance is foreclosed, Tenant, 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, agrees to enter into a new Lease covering the Leased Premises for the remainder of the term of this Lease, on the same provisions herein provided. Alternatively, upon

such foreclosure, Tenant shall, upon written request, attorn to the purchaser and recognize the purchaser as Landlord under this Lease.

## 12. DEFAULTS AND REMEDIES.

12.1 Default by Tenant. Any of the following shall constitute an event of default by Tenant under this lease:

12.1.1 Bankruptcy, Insolvency or Receivership. The consent of Tenant to the appointment of a receiver, trustee or liquidator of all or a substantial portion of Tenant's assets; or (ii) the adjudication of Tenant as a bankrupt or insolvent; or (iii) the filing by Tenant of a voluntary petition in bankruptcy; or (iv) the admittance by Tenant in writing of Tenant's inability to pay its debts as they become due; or (v) the failure by Tenant to pay its debts as they become due; or (vi) the making by Tenant of a general assignment for the benefit of creditors; or (vii) the filing by Tenant of a petition or answer seeking reorganization or arrangement with creditors; or (viii) the taking by Tenant of advantage of any insolvency law; or (ix) the entrance of any order, judgment or decree upon an application a creditor of Tenant by a court of competent jurisdiction approving a petition seeking appointment of a receiver, trustee or assignee of all or a substantial part of Tenant's assets, when such order, judgment or decree is not vacated within thirty (30) days.

12.1.2 Assignment, Subletting or Encumbrance. An attempted assignment, transfer, mortgage, grant of a security interest in, hypothecation or other encumbrance by Tenant of Tenant's rights or interests in this Lease or in the Leased Premises in violation of Section 9.

12.1.3 Abandonment or Termination. The vacation or abandonment by Tenant of the Leased Premises, or the termination of Tenant's right to possession by operation of law or as herein set forth, except in conjunction with the exercise by Tenant of any express right of Tenant to terminate this Lease.

12.1.4 Nonpayment of Rent. The failure by Tenant to pay any installment of Monthly Base Rent, any additional rent, or any other sum due hereunder when due and payable, when such failure to pay continues for ten (10) days following the due date thereof.

12.1.5 Insurance. Failure to maintain the insurance required by Section 8.1.

12.1.6 Other. The breach of or failure to perform by Tenant of any representation, warranty, covenant or agreement under this Lease, other than those described in Sections 12.1.1 through 12.1.5, (i) after the delivery to Tenant of written notice thereof and Tenant's failure to cure such breach or failure within thirty (30) days following the delivery of such written notice; provided, however, in the event that the nature of Tenant's obligation is such that more than thirty (30) days are required for its performance, Tenant shall not be deemed to be in default if Tenant shall commence such performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion; or (ii) immediately in the event of an emergency.

12.2 Remedies. Upon the occurrence of any event of default under this Lease, Landlord, at its option and election, and without further demand or notice, shall have the right to declare this Lease, including the leasehold estate in the Leased Premises, ended and terminated,

to re-enter the Leased Premises, to remove and eject all persons therefrom, to take possession thereof, and to enjoy the Leased Premises, together with all additions, Alterations and improvements thereto, and Landlord shall have all of the rights and remedies of a landlord provided in Sections 1951.2 and, if applicable, 1995.320 through 1995.340, inclusive, of the California Civil Code, which Sections are incorporated herein by this reference as though set forth in full. In computing Landlord's damages pursuant to Sections 1951.2(1) and (2) of the Civil Code, the "worth at the time of award" shall be computed by allowing interest at a rate of ten percent (10%) per annum. The amount of damages which Landlord may recover in the event of such termination shall include the worth at the time of the award of the amount by which the unpaid rent and other amounts required to be paid by Tenant pursuant to this Lease for the balance of the term after the time of award exceeds the amount of such losses that Tenant proves could be reasonably avoided, computed in accordance with Civil Code Section 1951.2(4) (b), plus reasonable attorneys' fees and leasing commissions. In the event that Landlord may have reentered the Leased Premises after an event of default hereunder without having declared this Lease terminated, Landlord shall have the right at any time thereafter to elect to terminate this Lease and all of the rights and remedies of Tenant in and to the Leased Premises as provided herein.

12.3 Personal Property. In the event of a default hereunder, all of Tenant's fixtures, furniture, equipment, improvements, additions, alterations, including Alterations, and other personal property shall remain on the Leased Premises, and Landlord shall have the right to take exclusive possession of same and to use the same, rent or charge free, until all defaults are cured, or, at its option, at any time during the term of this Lease, to require Tenant to forthwith remove to same.

12.4 Waiver. Tenant hereby waives all claims and demands against Landlord for damages or loss arising out of or in connection with any lawful re-entering and taking possession of the Leased Premises.

12.5 Waiver of Redemption. In the event of the lawful exercise by Landlord of any one or more of its rights and remedies under this Section 12, Tenant hereby expressly waives any and all rights of redemption or relief from forfeiture under California Code of Civil Procedure Section 1174 or 1179, or granted by or under any present or future laws, and further releases Landlord, from any and all claims, demands and liabilities by reason of such exercise by Landlord.

12.6 Cumulative Remedies. The various rights, options, elections, powers and remedies reserved to Landlord herein shall be cumulative, and, except as otherwise provided by statute, Landlord 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 priority allowed by law or in equity. No delay or omission of Landlord to exercise any right or remedy shall be construed as a waiver of any such right or remedy or waiver of any default by Tenant. In addition to the foregoing, Landlord may exercise any other remedy now or hereafter available to a landlord against a defaulting tenant under the laws of the State of California.

12.7 Termination of Landlord Liability. Landlord shall be under no obligation to observe or perform any covenant of this Lease on its part to be observed or performed for the benefit of Tenant, which accrues after the date of any event of default by Tenant.

12.8 Determination of Rental Amount. For the purposes of this Section 12, the Monthly Base Rent and other amounts due hereunder for any calendar month after re-entry by Landlord, or termination of the Lease by Landlord pursuant to Section 12.2, shall be deemed to be the Monthly Base Rent and other amounts which shall have been payable for the month prior to the month of default.

12.9 Default by Landlord. Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation with thirty (30) days following the delivery by Tenant to Landlord of written notice specifying the obligation Landlord has failed to perform; provided, however, in the event that the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

13. SURRENDER BY END OF TERM. Upon the termination of this Lease, Tenant shall quit and surrender the Leased Premises to Landlord, broom clean and in good order and condition, ordinary wear and tear, casualty and damage by the elements excepted, and, except as otherwise provided in this Lease, Tenant shall remove all of its property and shall promptly repair any damages to the Leased Premises caused by such removal. In the event Tenant does not timely remove its property, Landlord may remove it and may retain or dispose of it in any manner, without obligation or liability to Tenant, and Tenant hereby waives all laws and statutes to the contrary. Tenant's obligation to perform this covenant shall survive the expiration or other termination of the term hereof.

14. COMMON USE FACILITIES.

14.1 Common Use Facilities. In conjunction with Tenant's use of the Leased Premises, and solely for the purposes hereinbefore set forth in this Lease, Tenant is hereby granted the nonexclusive right during the term of this Lease to enter upon or make customary and reasonable use of such areas of the Building and the other areas of the Airport as Landlord may from time to time designate as "common use facilities." Tenant's rights hereunder shall be in common with Landlord and with other persons authorized by Landlord from time to time to use such facilities and shall be in strict compliance with all laws, rules, directions and orders of Landlord applicable thereto.

14.2 Public Areas. During the term of this Lease, Tenant, and its officers, directors, employees, agents, representatives, customers, passengers, guests and invitees, shall be entitled to use all public areas located in the Building, and the other areas of the Airport, in common with Landlord and with other persons authorized by Landlord from time to time to use said facilities.

14.3 Restrictions on Use. Landlord reserves the right, in its sole discretion, to make changes at any time and from time to time in the size, shape, location, number and extent of all areas of the Airport, including all common use facilities and public areas, or any of them, and specifically further reserves the right to designate portions of the common use facilities and public areas for the use of certain tenants of the Airport.

14.4 Parking. Notwithstanding that Landlord may lease parking spaces to employees of Airport tenants, as such parking spaces may be available, it is expressly understood and agreed that Landlord is not responsible or obligated to provide Tenant or its officers, directors, its employees, agents, representatives, contractors, licensees, invitees or permittees, with any parking spaces within the Airport or otherwise, as an appurtenance to this Lease. Tenant shall be solely responsible for arranging any and all necessary parking incidental to this Lease.

15. SERVICES.

15.1 Services. In the event that Landlord provides other additional services with respect to the Leased Premises, the common use facilities or other areas of the Airport, including, but not limited to, security, janitorial, maintenance and repair service, Tenant shall pay its proportionate share, determined by Landlord, in its sole discretion of all charges therefore within fifteen (15) days following receipt of a statement for said additional services.

15.2 Fire and Security. Landlord is not obligated to Tenant to furnish any fire fighting services or security services to the Leased Premises. Tenant shall maintain its own security services for the Leased Premises and agrees that the maintenance by Landlord of either security or fire fighting services shall not constitute a waiver of this provision. Tenant acknowledges that the Leased Premises are within the municipal service area of the City of Burbank.

15.3 Landlord Not Responsible. Landlord shall not be liable in damages or otherwise for any failure to interruption of any services, or of any utilities to the Leased Premises, and no such failure or interruption shall entitle Tenant to terminate this Lease or to an abatement of rent. Landlord shall not be liable to Tenant under any circumstances for damage or loss of Tenant's property, injury to person or property, or consequential damages, however occurring, through, in connection with, or incidental to failure to furnish any of the foregoing.

16. QUIET ENJOYMENT. Upon paying the rent and other sums due hereunder and observing and performing all the provisions on Tenant's part to be observed and performed pursuant to this Lease, Tenant may peaceably and quietly enjoy the Leased Premises, subject, nevertheless, to the provisions of this Lease and to any mortgages, deeds of trust, bond indentures, security interests, liens and other encumbrances secured by the Airport or its revenues.

17. ATTORNEYS' FEES AND COSTS. In the event any action or proceeding is brought by either party against the other under this Lease (including in any bankruptcy proceeding), the prevailing party shall be entitled to recover its costs, and, for the fees of its attorneys in such action or proceeding, in such amount as the Court may adjudge reasonable as attorneys' fees (including in any bankruptcy proceeding).

18. TRANSFER OF LANDLORD'S INTEREST. In the event of any transfer of Landlord's interest in the Leased Premises, the transferor automatically shall be relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

19. LEASE INTERPRETATION.

19.1 Incorporation of Prior Agreements; Amendments. This Lease contains the entire agreement between the parties hereto, and no prior agreement or understanding shall be effective

for any purpose all of which, if any, are hereby terminated or rescinded, except as to provisions which are expressly stated to survive termination and any indemnity or insurance obligation in favor of Landlord. Except as otherwise expressly provided herein, no provision of this Lease may be amended or added to, except by an agreement in writing signed by the parties hereto or their respective successors in interest. Tenant agrees that it shall not unreasonably refuse to execute any amendment of or supplement to this Lease which Landlord determines is necessary or advisable in order to comply with applicable laws, rules and resolutions of Landlord in effect from time to time.

19.2 No Representations by Landlord. Tenant acknowledges that neither Landlord nor any of Landlord's agents, representatives, employees or officers have made any representations or promises with respect to the Airport or the Leased Premises, except as herein expressly set forth. Tenant acknowledges that it has not executed this Lease in reliance upon any representations or promises of Landlord or Landlord's commissioners, officers, employees, agents or representatives, with respect to the Airport or the Leased Premises, except as herein expressly set forth.

19.3 Examination of Lease. Submission of this Lease for examination or signature by Tenant does not constitute a reservation of or option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

19.4 Relationship Between Parties. Nothing contained in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto, other than the relationship of Landlord and Tenant.

20. WAIVERS. The waiver by either party of any provision of this Lease shall not be deemed to be a waiver of any other provision hereof or of any subsequent breach of any other provision hereof or of any subsequent breach of the same or any other provision. Landlord's consent to any act by Tenant requiring Landlord's consent shall not be deemed to render unnecessary the obtaining of Landlord's consent to any subsequent act by Tenant, whether or not similar to the act so consented. The subsequent acceptance of any rent or any other amount due from Tenant hereunder by Landlord shall not be deemed to be a waiver of any preceding breach or event of default by Tenant of any provision of this Lease, other than the failure of Tenant to pay the particular amount so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such amount.

21. PERFORMANCE OF TENANT'S COVENANTS BY LANDLORD. In the event that Tenant at any time fails to make any payment or perform any other act under this Lease, and such failure continues for at least five (5) calendar days after written notice thereof from Landlord to Tenant (but no notice shall be required in an emergency), Landlord shall have the right, but not the obligation, immediately or at any time thereafter, without further notice or demand without waiving or releasing Tenant from any obligation to Landlord, to make such payment or perform such other act for the account of Tenant, to the extent Landlord may deem desirable. In connection therewith, Landlord may pay expenses and employ counsel in instituting, prosecuting or defending any action or proceeding under this Lease. All sums so paid by Landlord and all expenses incurred in connection therewith, together with interest thereon at the annual rate specified in Section 3.7 shall be deemed additional rent hereunder and shall be



payable to Landlord on demand. In the event such additional amounts remain unpaid, Landlord shall have the same rights and remedies as for the nonpayment of rent.

22. SUCCESSORS AND ASSIGNS. The provisions contained in this Lease shall bind and inure to the benefit of Landlord, Tenant and, except as otherwise provided in this Lease, their respective successors and assigns.

23. RULES AND REGULATIONS. Tenant shall comply with all uniform rules and regulations established by Landlord for use of the Airport, the Building or the Leased Premises, as the same may be amended from time to time by Landlord. Landlord shall provide Tenant with a copy of all such rules and regulations and any and all amendments thereto. Landlord shall not be responsible to Tenant for the nonperformance of any other tenant, occupant, licensee, concessionaire or other user of the Airport of any of said rules and regulations.

24. TOXIC MATERIALS.

24.1 Prohibited Without Consent. Tenant shall not cause or permit any Toxic Materials (as defined in Section 24.2) to be brought onto, stored, used or disposed of in, on or about the Leased Premises by Tenant, its agents, employees, contractors, licensees, subtenant or invitees, without the prior written consent of Landlord, which Landlord shall not unreasonably withhold or delay so long as Tenant demonstrates to Landlord's reasonable satisfaction that such Toxic Materials, and the quantities thereof, are necessary or useful to Tenant's business and will be stored, used and disposed of in a manner that complies with all Environmental Laws (as defined in Section 24.2).

24.2 Compliance with Environmental Laws. Tenant shall comply, at its sole cost, with all federal, state and local laws and governmental orders applicable to all Toxic Materials and to the lawful conduct of Tenant's business. The term "Toxic Materials" means any hazardous or toxic materials, pollutants, effluents, contaminants, radioactive materials, flammables, explosives, pesticides, chemicals known to cause cancer or reproductive toxicity, emissions, wastes or any other chemicals, materials or substances, whose handling, storage, release, transportation or disposal is or becomes prohibited, limited or regulated by any federal, state, county, regional or local government agency or, even if not so regulated, is or becomes known to pose a hazard or potential threat to the health and safety of any person or to the environment. The term "Environmental Laws" means any and all laws, rules, regulations, judgments, orders, permits, licenses, agreements, covenants, restrictions, requirements, policies or the like enacted now or hereafter by federal, state, regional or local government agencies relating to or governing in any way the environmental condition of soil, air, water, groundwater or the presence of Toxic Materials in or affecting all or any portion of the Leased Premises or any other areas of the Airport.

24.3 Indemnity. Tenant shall be solely responsible for and shall indemnify, hold harmless and defend Landlord, its commissioners, officers, employees and agents, and the Cities of Burbank, Glendale, and Pasadena, California, from and against any and all liabilities, claims, costs, penalties, fines, losses (including without limitation, (i) diminution in value of the Airport, the Leased Premises, the Building or any other areas of the Airport or any improvements thereon; (ii) damages for the loss or restriction on use of rentable or usable space or of any amenity of the Airport, the Leased Premises, the Building or any other areas of the Airport or

any improvements thereon; (iii) damages arising from any adverse impact on marketing of space in the Airport, the Leased Premises, the Building or any other areas of the Airport or any improvements therein; and (iv) sums paid in settlement of claims), liabilities, losses, damages, injuries, causes of action, judgments, and expenses (including, without limitation, attorneys' fees, consultant fees and expert fees), which arise during or after the term of this Agreement as a result of the receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of Toxic Materials in, on or about the Leased Premises, the Building or any other areas of the Airport by Tenant or its agents, employees, contractors, licensees, subtenants or invitees. The foregoing indemnification by Tenant includes, without limitation, any and all costs incurred in connection with any investigation of site conditions and any cleanup, remediation, removal or restoration work necessary to bring the Leased Premises, the Building or any other areas of the Airport into compliance with the Environmental Laws or required by a federal, state or local governmental agency because of Toxic Materials present in the soil, subsoils, groundwater or elsewhere from, in, on, under or about the Leased Premises, the Building or any other areas of the Airport. The indemnification by Tenant under this Section shall survive the expiration or termination of this Agreement.

24.4 Prohibited Substances. The following substances are strictly prohibited from being brought onto the Leased Premises, the Building or any other areas of the Airport in any quantities whatsoever: (i) arsines; (ii) dioxins, including dioxin precursors and intermediates; (iii) polychlorinated biphenyls; and (iv) anything contained in the California List of Extremely Hazardous Chemicals.

## 25. MISCELLANEOUS.

### 25.1 Offset Statement.

25.1.1 Delivery. Tenant shall from time to time, upon not less than ten (10) days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing:

25.1.1.1 Certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect);

25.1.1.2 Setting forth the dates to which the rent and other charges, if any, are paid; and

25.1.1.3 Acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder (or specifying such defaults if any are claimed.)

25.1.2 Reliance. Any such statement may be relied upon by any encumbrancer of the Leased Premises or of all or any portion of the Airport. Tenant's failure to deliver such statement within such time shall be conclusive evidence upon Tenant that:

25.1.2.1 This lease is in full force and effect, without modification except as may be represented by Landlord;

25.1.2.2 There are no uncured defaults in Landlord's performance; and

25.1.2.3 Not more than one month's installment of the rent has been paid in advance.

25.2 Headings. The section headings, paragraph captions and marginal headings contained in this Lease are for convenience only and shall have no effect in the construction or interpretation of any provision hereof.

25.3 Notices. Whenever notice is to be given under the terms of this Lease, it shall be personally delivered or be sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To Landlord:

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Executive Director

To Tenant:

Frontier Airlines, Inc.  
4545 Airport Way  
Denver, CO 80239

In the event a different address is furnished by either party to the other party in writing, notices shall thereafter be sent or delivered to the new address. Any such notice shall be deemed given as of the date of personal delivery or forty-eight hours after it is mailed, except that a notice of a change in address shall be deemed given as of the date of receipt thereof. A notice given in any other manner shall be deemed given as of the date it is actually received by the party for whom intended. It is recognized that Landlord may employ a manager or operator of the Airport, as an agent of Landlord, and any notices to Landlord hereunder shall be given to both Landlord and any such manager or operator.

25.4 Brokers. Tenant warrants that it has not had any dealings with any real estate broker or agent in connection with this Lease, and Tenant agrees to defend, indemnify and hold Landlord harmless from any claim for any compensation, commission or other charge by any finder or any other real estate broker or agent.

25.5 Recording. Tenant shall not record this Lease without the prior written consent of Landlord. In the event Landlord consents to recordation of this Lease or a memorandum thereof, any documentary transfer taxes shall be paid by Tenant.

25.6 Governing Law. This Lease be governed by and construed pursuant to the law of the State of California.

25.7 Time of Essence. Time is of the essence of this Lease.

25.8 Signs. Tenant shall not, without the prior written consent of Landlord, install or affix any signs or advertisements on or to the exterior of the Leased Premises or the Airport.

IN WITNESS WHEREOF, this Lease has been executed by the undersigned as of the date first set forth above.

**LANDLORD:**

BURBANK-GLENDALE-PASADENA  
AIRPORT AUTHORITY

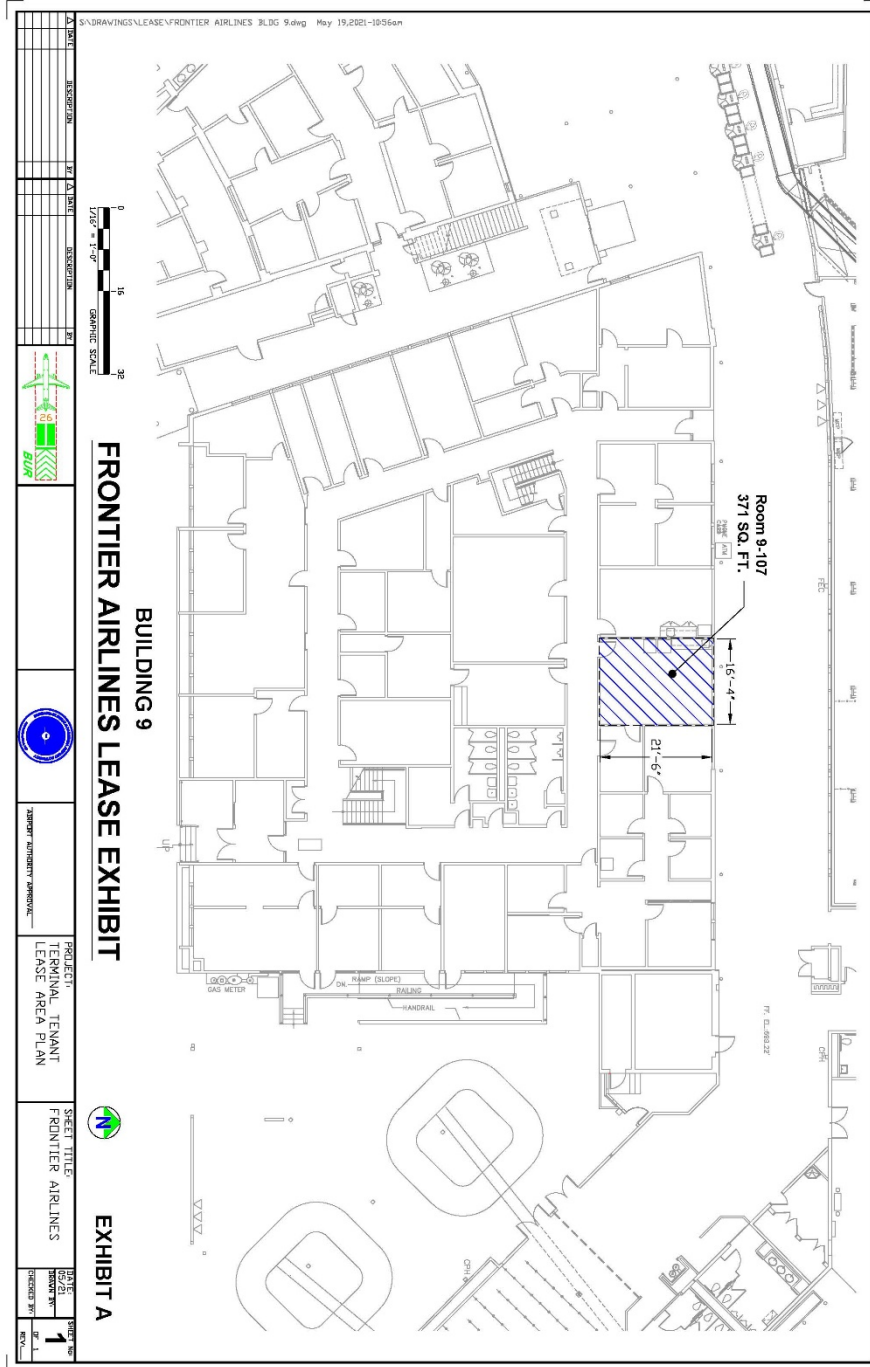
BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**TENANT:**

FRONTIER AIRLINES, INC.

By: HD  
Howard Diamond, SVP, Senior Counsel & Secretary

**EXHIBIT A**  
**DESCRIPTION OF PREMISES**



## EXHIBIT B

### FAA GRANT AGREEMENT ASSURANCES

#### NONDISCRIMINATION

A. Tenant, for itself, its representatives, successors in interest, and permitted assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

B. Tenants for itself and its representatives, successors in interest and permitted assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. No person on the ground of race, color, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises;

2. In the construction of any Improvements on, over or under the Leased Premises, if allowed, and the furnishings of services thereon, no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

3. Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

C. In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Lease and to re-enter and to repossess the Leased Premises, and hold the Leased Premises as if this Lease had never been made. This provision does not become effective until the procedures of 49 Code of Federal Regulations Part 21 are followed and completed, including expiration of appeal rights.

D. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the Tenant may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

E. Noncompliance with Provision D, above shall constitute a material breach hereof and in the event of such noncompliance Landlord shall have the right to terminate this Lease and the estate hereby created without liability therefor or, at the election of Landlord or the United States, either or both thereof shall have the right to judicially enforce Provisions A, B, C and D above.

F. Applicant agrees that it shall insert the above five provisions in any Permitted Lease, license or agreement by which said Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or service to the public at the Leased Premises.

**EXHIBIT "C"**

**TENANT IMPROVEMENT POLICY**

(Attached.)