



January 17, 2025

CALL AND NOTICE OF A SPECIAL MEETING OF THE  
EXECUTIVE COMMITTEE  
OF THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTICE is hereby given that a special meeting of the Executive Committee will be held Wednesday, January 22, 2025, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

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

*Dial In: (978) 990-5000  
Access Code: 880737*

Leslie Whitmore, Assistant Board Secretary  
Burbank-Glendale-Pasadena Airport Authority



SPECIAL MEETING  
OF THE  
EXECUTIVE COMMITTEE  
Airport Skyroom  
Wednesday, January 22, 2025  
9:00 a.m.

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

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

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



*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 Committee less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 N. Hollywood Way, Burbank) in the administrative office during normal business hours.*



*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

Wednesday, January 22, 2025

1. Roll Call
2. Approval of Agenda
3. Public Comment
4. Items for Approval
  - a. Protest and Award of Contracts for the Replacement Passenger Terminal Food Service and Retail Concession Programs

**[See page 1]**

***Staff seeks a recommendation from the Executive Committee (“Committee”) to the Commission for rejection of a bid protest and award of contracts for the Replacement Passenger Terminal (“RPT”) food service and retail concession programs. As to the food service concession program, Staff requests that the Committee recommend rejection of a bid protest filed by MCS Burbank, LLC and award of contract to SSP America, a subsidiary of SSP Group PLC. As to the retail concession program, Staff requests that the Committee recommend award of contract to Marshall Retail Group, a WHSmith Company.***

***This item is the culmination of a procurement process which commenced with the issuance of a Request for Proposals in August 2024. The timeline for this procurement was developed with the goal of awarding contracts by February 2025 to allow concession designs, permit processing with the City of Burbank, and construction to be in alignment with the base building development to meet the targeted May 2026 Temporary Certificate of Occupancy and October 2026 opening for the RPT. A critical deadline for the base building development to meet the above schedule requires 30% concession designs to be submitted to Holder, Pankow, TEC – a Joint Venture the RPT design-builder, no later than March 30, 2025.***

5. Adjournment

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
EXECUTIVE COMMITTEE  
JANUARY 22, 2025**

**PROTEST REJECTION AND AWARD OF CONTRACTS FOR  
REPLACEMENT PASSENGER TERMINAL  
FOOD SERVICE AND RETAIL CONCESSION PROGRAMS**

Presented by Scott Kimball  
Deputy Executive Director  
Operations, Business and SMS

**SUMMARY**

Staff seeks a recommendation from the Executive Committee (“Committee”) to the Commission for rejection of a bid protest and award of contracts for the Replacement Passenger Terminal (“RPT”) food service and retail concession programs. As to the food service concession program, Staff requests that the Committee recommend rejection of a bid protest filed by MCS Burbank, LLC (“MCS”) and award of contract to SSP America (“SSP”), a subsidiary of SSP Group PLC. As to the retail concession program, Staff requests that the Committee recommend award of contract to Marshall Retail Group (“MRG”), a WHSmith Company.

This item is the culmination of a procurement process which commenced with the issuance of a Request for Proposals (“RFP”) in August 2024. The timeline for this procurement was developed with the goal of awarding contracts by February 2025 to allow concession designs, permit processing with the City of Burbank, and construction to be in alignment with the base building development to meet the targeted May 2026 Temporary Certificate of Occupancy and October 2026 opening for the RPT. A critical deadline for the base building development to meet the above schedule requires 30% concession designs to be submitted to Holder, Pankow, TEC – a Joint Venture (“HPTJV”), the RPT design-builder, no later than March 30, 2025.

**BACKGROUND**

In April 2023, the Commission selected the “Icon” design concept for the RPT that provides “a sense of arrival” for the traveling public. At the outset of the procurement process for the food service and retail concession programs, potential participants were informed that the Authority’s goal is to provide a robust and diverse dining and retail experience that both compliments the design of the RPT and caters to the needs and preferences of the airport’s broad customer base.

The preparation of the RFP for the food service and retail concession programs began in the spring of 2024 with the engagement of a consulting firm, AirProjects, with specific expertise in airport commercial planning. AirProjects is a certified Disadvantaged Business Enterprise based in Virginia, and it has provided these consulting services to more than 70 airports in the United States, Canada and the Caribbean. The list of airports that AirProjects has assisted in developing and implementing retail and restaurant programs includes John F. Kennedy International Airport, San Diego International Airport, Charleston International Airport, Raleigh-Durham International Airport and Orlando International Airport.

Together with Staff, AirProjects determined that this procurement would be conducted most successfully by dividing the available spaces within the RPT into four opportunity packages consisting of two Food Service Concession Packages and two Retail Concession Packages. Details of each package are as follows:

1. Package 1: Food Service Concession for approximately 17,559 square feet of leasable food service space and approximately 2,129 square feet of storage space
2. Package 2: Retail Concession with approximately 9,116 square feet of retail space (including 239 sq. ft. of vending areas) and approximately 880 square feet of storage space
3. Package 3: Food Service Concession, a small business opportunity with approximately 1,004 square feet
4. Package 4: Retail Concession, a small business opportunity with approximately 930 square feet

Concession programs at airports that receive federal funds are required to coordinate with the Federal Aviation Administration, Civil Rights Division ("FAA"). FAA reviews the language and terms of a proposed concession RFP and a proposed concession agreement to ensure compliance with Airport Concession Disadvantaged Business Enterprise ("ACDBE") requirements under Part 26 of Title 14 of the Code of Federal Regulations. Those requirements apply to airports that receive federal financial assistance such as Airport Improvement Program grants. FAA approved the RFP and concession agreements used for this procurement and specifically instructed that any ACDBE goals listed in responses to the RFP are not to be considered as part of the evaluation scoring criteria.

#### RFP ISSUANCE AND OUTREACH

On August 12, 2024, utilizing the PlanetBids system, Staff issued the RFP for the RPT food service and retail concession programs. To increase the awareness of the opportunities available for these concession programs, flyers and social media posts were distributed to the surrounding area businesses utilizing the services of Outcome PR Strategy (subcontractor of the RPT Project program manager). Informational flyers were delivered to 12 independent businesses in Burbank, 12 in Glendale and 18 in Pasadena. Staff also delivered the RFP to the Procurement Departments of the tri-cities.

On August 27, 2024, Staff conducted an on-site pre-proposal conference. In attendance was AirProjects, Corgan and HPTJV to provide technical details of the RPT and how the concession programs are designed into the base building. A total of 28 companies attended the conference.

#### RFP RESPONSES

The Authority received two proposals for Concession Package 1 and two proposals for Concession Package 2. No proposals were received for Concession Package 3 or Concession Package 4. The proposers for Concession Package 1 were MCS and SSP. The proposers for Concession Package 2 were Hudson and MRG. Upon review, the four proposals were deemed to be responsive to the RFP.

Due to the small number of proposals and the lack of any proposals for the small business opportunities, Staff contacted some non-proposers to inquire about their decision not to participate in this procurement. Explanations received from non-proposers are that the cost of build outs, insurance and labor in California have become prohibitively high. Non-proposers also indicated that costs at the RPT Project are not significantly different from costs seen at LAX, which were 50% higher than the national average. Several companies are viewing these opportunities as higher risk than at other locations in the country. Some small businesses expressed concern over unfamiliarity of operating in an airport environment and identified issues such as security requirements, limited customer levels, as well as the higher cost of building and maintenance.

An analysis was conducted by Staff and AirProjects to identify a new approach for obtaining small businesses to fill Concession Packages 3 and 4. The findings led to discussions with FAA about including the small business locations into Concession Packages 1 and 2 on a subcontractor basis. FAA concurred with this new approach. Staff then contacted the proposers for Concession Packages 1 and 2 to inquire if they would agree to an obligation to subcontract small businesses for the terms of Concession Packages 3 and 4. All proposers were willing to accept such a small business obligation.

### EVALUATION PROCESS

The evaluation criteria, with a total 300 points available, were as follows:

- Proposer's Background, Experience, and Financial Capacity (25 pts)
- Concept Development (65 pts)
- Financial Projections and Financial Offer (35 pts)
- Design, Materials, and Capital Investment (50 pts)
- Organizational Structure, Management, Staffing, Training, and Incentives (45 pts)
- Operations and Maintenance (25 pts)
- Environmental Sustainability (30 pts)
- Marketing, Promotions, and Customer Service (25 pts)

A seven-person evaluation team reviewed the proposals based on the available points by each scoring category. The evaluation team consisted of staff from various departments across the airport and included an airline representative from Southwest Airlines.

Each member of the evaluation team independently reviewed and scored the proposals. All results were submitted to the Procurement Department which compiled the results. The final scoring is listed below.



## Food Service Concession Program Rankings

	SECTION 2	SECTION 3	SECTION 4		SECTION 5		SECTION 6	SECTION 7	SECTION 8	SECTION 9	TOTAL
	Background, Experience & Financial Capability	Concept Development	Financial Projections	Financial Offer	Part 1 - Design & Materials	Part 2 - Capital Investment	Org. Structure, Mgmt, Staffing,	Operations & Maintenance	Environmental Sustainability	Marketing, Promotions, & Cust. Service Plan	
<b>PTS AVAILABLE</b>	25	65	15	20	35	15	45	25	30	25	300

<b>MCS</b>	18	43	10	20	26	14	32	17	21	17	<b>218</b>
<b>SSP</b>	23	58	13	7	30	15	39	21	25	21	<b>252</b>

## Retail Concession Program Rankings

	SECTION 2	SECTION 3	SECTION 4		SECTION 5		SECTION 6	SECTION 7	SECTION 8	SECTION 9	TOTAL
	Background, Experience & Financial Capability	Concept Development	Financial Projections	Financial Offer	Part 1 - Design & Materials	Part 2 - Capital Investment	Org. Structure, Mgmt, Staffing,	Operations & Maintenance	Environmental Sustainability	Marketing, Promotions, & Cust. Service Plan	
<b>PTS AVAILABLE</b>	25	65	15	20	35	15	45	25	30	25	300

<b>HUDSON</b>	23	46	14	19	26	14	35	20	25	20	<b>242</b>
<b>MRG</b>	22	59	14	20	31	15	40	21	27	21	<b>270</b>

For both concession programs, the Concept Development category carried the most point value because it drives the customer experience in the RPT. Each proposer's concept was evaluated in respect to the vision the Commission sought to obtain with the selection of the Icon design concept for the RPT.

Based on the evaluation team's final scoring, the contract award recommendations for the RPT food service and retail concession programs are:

1. Food Service Concession: SSP — headquartered in Ashburn, Virginia, serves 55 airports in the United States, Canada, Bermuda and Brazil serving 150,000 meals per day operating 270 brands using a region's local foods and restaurants.
2. Retail Concession: MRG — headquartered in Las Vegas, Nevada, with 65 years of building, staffing and operating retail spaces operates over 300 stand alone stores in the United States and Canada for more 150 locations in 46 airports nationwide offering fashion apparel, news & gifts as well as licensed brands.

## CONCESSION PACKAGE 1 (FOOD SERVICE) DETAILS

- Guaranteed Revenue:
  - Is the higher of the Minimum Annual Guarantee (“MAG”) of \$2,000,000 or the revenue share percentage of 8% of actual sales.
- Marketing Fee: The concessionaire will pay a Marketing Fee of .5% of gross receipts
- The term of the agreement is for 12 years
- Capital Investment: \$23,272,796
- Mid-term refurbishment: \$3,490,919
- ACDBE commitment of 23.4%
- Price for food and beverage products are either at established Street Price Benchmark or no more than the established Street Price Benchmark plus 15% (\*)
- Subcontract with small business for location B03

## CONCESSION PACKAGE 2 (RETAIL) DETAILS

- Guaranteed Revenue:
  - Is the higher of the MAG of \$1,000,000 or the revenue share percentage of tiered levels of actual sales.
    - 20% up to \$10,000,000
    - 22% up to \$10,000,000 - \$15,000,000
    - 25% up to \$15,000,000
- Marketing Fee: The concessionaire will pay a Marketing Fee of .5% of gross receipts
- The term of the agreement is 10 years
- Capital Investment: \$9,791,159
- Mid-term refurbishment: \$1,468,67
- ACDBE commitment of 25%
- Price for retail products are either at established Street Price Benchmark or no more than the established Street Price Benchmark plus 15% (\*)
- Subcontract with small business for location C18 pre-security

(\*) Prior to the opening of the RPT, the concessionaires are required to obtain Authority approval of prices that will be used as “Street Price Benchmarks.” These benchmarks will be established from prices of goods and services that offer the same or substantially similar items within Burbank, Glendale and Pasadena. Once approved, the benchmarks will be reviewed on a scheduled basis to ensure compliance and current marketplace validity.

## BID PROTEST

On December 17, 2024, a Notice of Recommendation for the contract awards for the food service and retail concession programs was posted on PlanetBids. Following the posting, MCS submitted a bid protest and then a bid protest addendum with respect to the contract award for the food service concession program. These materials were shared with SSP, and SSP submitted responses refuting allegations made by MCS. MCS’ bid protest documents and SSP’s responses are attached.

Staff believes that the bid protest has no merit and should be rejected for several reasons. First, MCS has not provided evidence that SSP violated the RFP by executing exclusive or collusive agreements with Antonia Lofaso Catering LLC (“ALC”), Scopa Italian Roots (“Scopa”), and Black Market Liquor Bar (“BMLB”). MCS has submitted a copy of a Confidential Letter of Intent from SSP to ALC. However, that document is not signed by SSP or ALC, and SSP’s proposal did not include any ALC concept. MCS also has submitted a Letter of Authorization from Scopa to SSP and a Letter of Authorization from BMLB to SSP. However, these letters also are unsigned, and in any event, they do nothing more than allow SSP to include Scopa and BMLB in its proposal. Second, the statutes and case law cited by MCS are not relevant to this situation. Authority General Counsel has determined that MCS essentially cites laws and court decisions that concern contracts for public works projects, which must be awarded to the lowest responsive and responsible bidder. However, state law allows airport concession agreements to be awarded based on what is most advantageous for the airport operator.

#### STAFF RECOMMENDATION

Staff recommends that the Committee recommend to the Commission that it take the following actions: (1) reject MCS’ bid protest; (2) award SSP a contract for the food service concession program at the RPT; (3) award MRG a contract for the for the retail concession program at the RPT; and (4) authorize the President to execute the same.

**CONCESSION AGREEMENT**  
**FOR**  
**HOLLYWOOD BURBANK AIRPORT**  
**BETWEEN**  
**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**  
**AND**  
**SSP AMERICA BUR, LLC**

**KEY CONCESSION AGREEMENT TERMS**

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

Agreement Date:	February 3, 2025	
Authority:	<p>Burbank-Glendale-Pasadena Airport Authority</p> <p><i>before RPT Opening Date</i>                  2627 N. Hollywood Way                  Burbank, CA 91505                  Attn: <u>Scott Kimball</u></p> <p><i>after RPT Opening Date</i>                  2827 N. Hollywood Way                  Burbank, CA 91505                  Attn: <u>Scott Kimball</u></p>	
Concessionaire:	<p>Concessionaire Name: SSP America BUR, LLC                  20408 Bashan Drive, Suite 300                  Ashburn, VA 20147                  Attn: Pat Murray, patrick.murray@foodtravelexperts.com</p>	
Leased Premises:	United Location(s) depicted in Exhibit B	Exhibit B
Expiration Date:	Twelfth anniversary of RPT Opening Date	Article 1
Concession Period:	RPT Opening Date to 11:59 p.m. on the Expiration Date or any earlier termination date	Section 3.3
Space Rent Commencement Date:	RPT Opening Date	Section 5.2
Space Rent:	<ul style="list-style-type: none"> <li>• First Partial Fiscal Year: Percentage Rent for such period</li> <li>• Each Fiscal Year: the greater of (i) MAG or (ii) Percentage Rent</li> <li>• Final Partial Fiscal Year: the greater of (i) prorated MAG or (ii) Percentage Rent</li> </ul>	Section 5.2
MAG	<ul style="list-style-type: none"> <li>• First Full Fiscal Year: \$2,090,000</li> <li>• Second full Fiscal Year and thereafter: the greater of                             <ul style="list-style-type: none"> <li>(i) MAG for the preceding Fiscal Year, or</li> <li>(ii) 85% of the following: (A) MAG for the preceding Fiscal Year, plus (B) the amount that the Percentage Rent exceeded MAG in the preceding Fiscal Year</li> </ul> </li> </ul>	Section 5.2



Percentage Rent:	Concession Type	Percentage of Gross Receipts (applicable if there is no CRDC)	Section 5.2
	<b>Food Service Locations</b>		
	Food and Non-Alcoholic Beverages	8%	
	Alcoholic Beverages	8%	
	<b>Food Service Locations</b>		
	Percentage of Gross receipts (applicable if there is a CRDC)		
	Food and Non-Alcoholic Beverages	5%	
	Alcoholic Beverages	5%	
Space Rent Due Dates:	In advance. First payment on RPT Opening Date. Thereafter, on the first day of each month, in an amount equal to 1/12 of MAG, plus supplemental payment (if any) based on Percentage Rent by the fifteenth of each month.		Section 5.2
Due dates for monthly and annual reports relating to Space Rent:	<ul style="list-style-type: none"> <li>• Monthly Rent Report: fifteenth day after the close of each month</li> <li>• Annual Rent Report: 90 days after close of each Fiscal Year (or for the Final Partial Fiscal Year, 90 days following the Expiration Date)</li> </ul>		Section 5.2; Section 5.4
Additional Rent:	Concession Marketing Program fees, employee parking fees, utility charges, trash removal and recycling charges, pest control charges, logistics charges, and all other amounts (other than Space Rent) due under this Agreement		Section 5.3
Payment Method:	Automated Clearing House (ACH) or Electronic Fund Transfer (EFT) or other method designated by the Authority		Section 5.5
Performance Guarantee:	100% of MAG		Section 7.2
Minimum Initial Capital Investment:	\$23,272,796 Dollars		Section 18.3
Build-Out Deadline:	For each food service location, 120 days from the Turnover Date, but not later than 45 days prior to RPT Opening Date. For each retail location, 90 days from the Turnover Date, but not later than 45 days prior to RPT Opening Date.		Article 1, Section 18.4
Construction Delay Damages (for Initial Improvements):	\$1,000 per day		Section 12.3 Section 18.4
Midterm Refurbishment Amount:	15% of the actual amount spent on Initial Improvements, provided that in no event shall the Midterm Refurbishment investment amount be less than 15% of the Minimum Initial Capital Investment		Section 18.6

Midterm Deadline:	120 days before the sixth anniversary of RPT Opening Date	Section 18.5
Exhibits:	<ul style="list-style-type: none"> <li>A – Terminal Building Layout Plan</li> <li>B – Leased Premises / Unit Locations</li> <li>C – Descriptions of Services and Goods, Menus, Franchises, Licenses, and Concepts (or Support Use) at Each Unit Location</li> <li>D – Form of Subconcession Addendum</li> <li>E – Form of Monthly Rent Report</li> <li>F – Minimum Initial Capital Investment</li> <li>G – Midterm Refurbishment Schedule</li> <li>H – Concessionaire Operations Standards Packet</li> <li>I – ACDBE Plan / Joint Venture Agreement</li> <li>J – Worker Retention Policy</li> <li>K – Federal Requirements</li> </ul>	

TABLE OF CONTENTS

PAGE NO.

<b>ARTICLE 1</b>	DEFINITIONS.....	1
<b>ARTICLE 2</b>	RIGHTS GRANTED .....	9
2.1	Nonexclusive Rights .....	9
2.2	Pre-Concession Period Rights.....	9
2.3	Concession Period Rights .....	10
2.4	Ingress and Egress.....	10
2.5	Franchises .....	10
2.6	Licensing Contracts .....	11
2.7	Subconcessionaires .....	12
<b>ARTICLE 3</b>	EFFECTIVE DATE.....	14
3.1	Effective Date .....	14
3.2	Pre-Concession Period.....	14
3.3	Concession Period.....	14
<b>ARTICLE 4</b>	LEASED PREMISES .....	14
4.1	Leased Premises.....	14
4.2	Acceptance of Leased Premises.....	14
4.3	No Warranty of Economic Viability.....	15
4.4	Back of House Area Use and Access.....	15
4.5	Minor Modifications .....	16
4.6	Authority Entry .....	16
<b>ARTICLE 5</b>	RENT .....	16
5.1	Obligation to Pay Rent.....	16
5.2	Space Rent .....	16
5.3	Additional Rent.....	18

TABLE OF CONTENTS (cont'd)

	PAGE NO.
5.4 Annual Rent Report and Reconciliation .....	19
5.5 Form of Payment.....	20
5.6 Place of Payment, Report, and Statement Submittal .....	20
5.7 Late Payment Fee.....	20
<b>ARTICLE 6 TAXES, ASSESSMENTS, AND CHARGES.....</b>	<b>20</b>
6.1 Taxes, Assessments and Other Charges.....	20
6.2 Contest of Tax or Charge.....	21
6.3 Payment by Authority .....	22
<b>ARTICLE 7 PERFORMANCE GUARANTEE.....</b>	<b>22</b>
7.1 Purpose.....	22
7.2 Delivery.....	22
7.3 Use .....	23
7.4 Release .....	23
<b>ARTICLE 8 ADDITIONAL REQUIREMENTS RELATING TO REPORTS.....</b>	<b>23</b>
8.1 Method of Report Submission .....	23
8.2 Late Reports/Documentation .....	24
8.3 ACDBE Participation Monthly Reports .....	24
<b>ARTICLE 9 RECORDKEEPING AND AUDITS.....</b>	<b>24</b>
9.1 Maintenance of Records .....	24
9.2 Concessionaire Internal Control System Requirements .....	25
9.3 Production of Records.....	25
9.4 Under and Over Reporting of Amounts Due .....	26
<b>ARTICLE 10 CONCESSIONAIRE OPERATING STANDARDS .....</b>	<b>26</b>
10.1 Authority's Right to Monitor Concessionaire Performance .....	26

TABLE OF CONTENTS (cont'd)

	PAGE NO.
10.2 Remediation Plan .....	27
10.3 Replacement of Concept or Brand .....	27
10.4 Quality of Goods and Services .....	27
10.5 Merchandising/Menu/Advertising/Signage .....	28
10.6 Merchandising Standards .....	28
10.7 Franchise Standards/Branding .....	29
10.8 Pricing Policy, Price Surveys and Audits .....	29
10.9 Airport Employee Discount .....	30
10.10 Menu Standards for Unit Locations with Food and Beverage Services .....	30
10.11 Operating Hours .....	31
10.12 Food Hall Setup .....	32
10.13 Store Personnel and Employees .....	32
10.14 Delivery of Goods .....	33
10.15 Receiving Dock .....	33
10.16 Transporting Goods .....	34
10.17 Badging and Security Requirements .....	34
10.18 Point of Sale System .....	35
10.19 Payment Options .....	35
10.20 Customer Service Complaints .....	36
10.21 Health and Safety Standards .....	36
10.22 Sustainability .....	37
10.23 ACDBE .....	37
10.24 Concessionaire's Standards .....	38
10.25 Smoking Restrictions .....	38



TABLE OF CONTENTS (cont'd)

	PAGE NO.
10.26 Worker Retention Policy.....	38
<b>ARTICLE 11 MAINTENANCE</b> .....	<b>38</b>
11.1 General Responsibility to Maintain Leased Premises .....	38
11.2 Janitorial Service.....	39
11.3 Pest Control.....	39
11.4 Plumbing and Drain Maintenance Program.....	39
11.5 Grease Traps and Grease Interceptors .....	40
11.6 Kitchen Exhaust Hoods.....	40
11.7 Used Cooking Oil Collection and Disposal .....	40
11.8 Ansul Fire Suppression Systems.....	40
11.9 Water Use.....	40
11.10 Trash, Waste, and Refuse.....	41
11.11 Lighting.....	41
11.12 Electricity Meter .....	41
11.13 HVAC .....	41
11.14 Emergency Repairs .....	41
11.15 Routine Refurbishment .....	41
11.16 Maintenance Facility Personnel.....	42
11.17 Frequency Protection .....	42
11.18 Additional Requirements .....	42
11.19 Authority's Responsibility .....	43
<b>ARTICLE 12 LIQUIDATED DAMAGES FOR CONFORMANCE TO STANDARDS AND OTHER FAILURE TO PERFORM</b> .....	<b>43</b>
12.1 General.....	43
12.2 No Grace Period for Certain Violations.....	44

TABLE OF CONTENTS (cont'd)

	PAGE NO.
12.3 Liquidated Damages Amounts.....	44
12.4 Violations Subject to Liquidated Damages.....	44
<b>ARTICLE 13</b> DEFAULT EVENTS .....	<b>45</b>
13.1 Default Events.....	45
13.2 Remedies.....	46
13.3 Waiver by Concessionaire .....	48
13.4 Cumulative Remedies .....	48
13.5 Performance of Concessionaire’s Covenants by Authority .....	48
13.6 Excuse of Performance by Authority.....	48
13.7 Default by the Authority .....	49
<b>ARTICLE 14</b> DAMAGE AND DESTRUCTION.....	<b>49</b>
14.1 Destruction Covered by Insurance.....	49
14.2 Destruction Not Covered by Insurance.....	49
14.3 Authority’s Election to Terminate .....	50
14.4 Concessionaire’s Election to Terminate .....	50
14.5 Procedure for Repair or Restoration of Leased Premises .....	51
14.6 Other Requirements .....	51
14.7 Damage to Airport Facilities Other than Leased Premises.....	51
14.8 Waiver by Concessionaire .....	51
<b>ARTICLE 15</b> CONDEMNATION.....	<b>52</b>
15.1 Condemnation.....	52
15.2 Notice to Other Party .....	52
15.3 Termination on Total Condemnation.....	52
15.4 Termination on Partial Condemnation.....	52

TABLE OF CONTENTS (cont'd)

	PAGE NO.
15.5 Award.....	52
<b>ARTICLE 16</b> RELOCATION OF LEASED PREMISES .....	53
16.1 Performance .....	53
16.2 Authority Election to Terminate, Reduce or Relocate.....	53
16.3 Net Book Value of Leasehold Improvements.....	54
16.4 Concessionaire Election to Terminate .....	55
<b>ARTICLE 17</b> SURRENDER OF LEASED PREMISES .....	56
17.1 Surrender of Leased Premises upon Termination.....	56
17.2 Holdover after End of Concession Period .....	56
17.3 Holdover after Termination of a Portion of Leased Premises .....	57
<b>ARTICLE 18</b> REQUIRED CAPITAL INVESTMENT .....	58
18.1 General.....	58
18.2 CTDCM .....	58
18.3 Minimum Initial Capital Investment.....	58
18.4 Deadline to Complete Initial Improvements.....	59
18.5 Schedule for Midterm Refurbishment .....	59
18.6 Required Midterm Refurbishment Investment Amount .....	60
18.7 Required Investment Amount Calculation.....	60
18.8 Payment for Required Investment Amount Deficiency.....	60
18.9 Alterations.....	60
<b>ARTICLE 19</b> REQUIREMENTS FOR NEW LEASEHOLD IMPROVEMENTS GENERALLY .....	60
19.1 Review and Approval of Plans for New Leasehold Improvements .....	60
19.2 Conditions of Approval.....	61

TABLE OF CONTENTS (cont'd)

	PAGE NO.
19.3 Entitlements and Permits .....	61
19.4 Additional Requirements .....	61
19.5 Performance Bond and Payment Bond.....	61
19.6 Performance of Work.....	62
19.7 Payment for Work Performed.....	62
19.8 Concessionaire Agent for Construction Work.....	62
19.9 Authority Assumption of Approved Project .....	63
19.10 Certification and As-Built Drawings .....	63
19.11 Certified Capital Investment Report .....	64
19.12 No Liability of Authority .....	64
19.13 Ownership of Leasehold Improvements .....	64
19.14 Removal of Leasehold Improvements .....	65
<b>ARTICLE 20</b> DISCLAIMER OF LIENS.....	<b>65</b>
20.1 Creation of Lien Prohibited .....	65
20.2 Authority Right to Clear .....	66
20.3 No Consent by Authority .....	66
20.4 Survival.....	66
<b>ARTICLE 21</b> INSURANCE.....	<b>66</b>
21.1 General.....	66
21.2 Commercial General Liability .....	67
21.3 Liquor Liability.....	67
21.4 Commercial Automobile Liability .....	67
21.5 Workers' Compensation and Employer's Liability .....	67
21.6 Property Insurance .....	67

TABLE OF CONTENTS (cont'd)

	PAGE NO.
21.7 Business Interruption Insurance.....	67
21.8 Cyber Liability Insurance .....	68
21.9 Commercial Crime Insurance .....	68
21.10 Concessionaire’s Risk.....	68
21.11 Additional Requirements .....	68
21.12 Proof of Insurance.....	69
21.13 Insurance Requirements for Concessionaire Agents .....	70
<b>ARTICLE 22 INDEMNIFICATION.....</b>	<b>70</b>
22.1 Concessionaire Indemnification of Authority.....	70
22.2 Subconcessionaire Indemnification of Authority .....	71
22.3 Disclaimer of Liability.....	71
<b>ARTICLE 23 ENVIRONMENTAL PROTECTION .....</b>	<b>71</b>
23.1 Definitions.....	71
23.2 Concessionaire Representations, Warranties, and Covenants .....	72
23.3 Environmental Sustainability Programs .....	73
23.4 Concessionaire Environmental Reporting and Response Requirements .....	73
23.5 Environmental Indemnification and Reimbursement .....	74
23.6 Limitations .....	74
<b>ARTICLE 24 ASSIGNMENT AND SUBLETTING .....</b>	<b>74</b>
24.1 No Assignment or Subletting Without Consent.....	74
24.2 Limited Effect of Consent.....	75
24.3 Subletting of Pkg #3 Leased Premises.....	75
<b>ARTICLE 25 SUBORDINATION AND ATTORNMENT .....</b>	<b>75</b>



TABLE OF CONTENTS (cont'd)

	PAGE NO.
25.1 Subordination.....	75
25.2 Attornment.....	76
<b>ARTICLE 26 CONCESSIONAIRE REPRESENTATIONS AND WARRANTIES.....</b>	<b>76</b>
26.1 Representations and Warranties.....	76
26.2 Additional Covenants.....	76
<b>ARTICLE 27 GENERAL PROVISIONS.....</b>	<b>77</b>
27.1 Notices.....	77
27.2 Airport Rules and Regulations.....	78
27.3 Security for Concessionaire Area.....	78
27.4 Generally Accepted Accounting Principles.....	78
27.5 Force Majeure.....	78
27.6 Time is of the Essence.....	79
27.7 Authority Executive Director.....	79
27.8 Relationship of Parties.....	79
27.9 Joint and Several Liability.....	79
27.10 Effect of Debarment of Concessionaire.....	79
27.11 Labor Disputes.....	79
27.12 Litigation.....	79
27.13 Rules of Construction.....	80
27.14 Exhibits.....	80
27.15 Incorporation of Mandatory Language.....	80
27.16 Integration.....	81
<b>ARTICLE 28 SIGNATURES.....</b>	<b>81</b>
28.1 Electronic Signature and Delivery.....	81

TABLE OF CONTENTS (cont'd)

	PAGE NO.
28.2 Counterparts .....	81
28.3 Parent Company .....	81
EXHIBIT A	TERMINAL BUILDING LAYOUT PLAN
EXHIBIT B	LEASE PREMISES / UNIT LOCATIONS
EXHIBIT C	DESCRIPTION OF SERVICES AND GOODS, MENUS, FRANCHISES, LICENSES, AND CONCEPTS (OR SUPPORT USE) AT EACH UNIT LOCATION
EXHIBIT D	FORM OF SUBCONCESSION ADDENDUM
EXHIBIT E	FORM OF MONTHLY RENT REPORT
EXHIBIT F	MINIMUM INITIAL CAPITAL INVESTMENT
EXHIBIT G	MIDTERM REFURBISHMENT SCHEDULE
EXHIBIT H	CONCESSIONAIRE OPERATIONS STANDARDS PACKET
EXHIBIT I	ACDBE PLAN / JOINT VENTURE AGREEMENT (if applicable)
EXHIBIT J	WORKER RETENTION POLICY
EXHIBIT K	FEDERAL REQUIREMENTS

## CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT (“Agreement”) is dated February 3, 2025 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and SSP America BUR, LLC (“Concessionaire”), a Delaware limited liability company.

### R E C I T A L S

A. The Authority is the owner and operator of Hollywood Burbank Airport (officially known as Bob Hope Airport) (“Airport”), a public land airport primarily located in Burbank, California.

B. Concessionaire desires to operate, directly or through a subconcessionaire, one or more food service concessions in the Replacement Passenger Terminal at the Airport as an essential service for passengers and other patrons using the Airport.

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

**NOW THEREFORE**, the parties agree as follows:

### ARTICLE 1 DEFINITIONS

As used in this Agreement, unless a different meaning is clearly required, the following terms shall have the meanings set forth below. These definitions shall apply regardless of whether the term is capitalized. As pertaining to the Construction Plan, capitalized terms not defined below have the meanings ascribed to them in the CTDCM.

ACDBE	Airport concession disadvantaged business enterprise, as defined in 49 CFR Section 23.3, that is certified by the State of California.
Additional Rent	Any amount owed to the Authority pursuant to this Agreement or the CTDCM, other than Space Rent.
Airport	Hollywood Burbank Airport (officially known as Bob Hope Airport).
Airport Manager	Person engaged by the Authority to function as the manager of the Airport. As of the execution of this Agreement, the Airport Manager is TBI Airport Management, Inc., a Delaware corporation.
Airport Representative	An officer, employee, contractor, or consultant of the Authority or the Airport Manager acting in a professional capacity.

Airport Rules and Regulations	July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.
Airport Terminal	The Replacement Passenger Terminal (under construction as of the execution of this Agreement) in the northeast quadrant of the Airport, including all user movement areas, Public Areas, baggage claim areas, interconnecting hallways, and concourses.
Alterations	As defined in Section 18.9.
Annual Rent Report	As defined in Section 5.4.
Approved Project	Planned but not completed Leasehold Improvements as approved by the Authority.
Authority	Burbank-Glendale-Pasadena Airport Authority.
Authority Commission	Burbank-Glendale-Pasadena Airport Authority Commission.
Authority Indemnitees	The Authority, the Airport Manager, the Cities of Burbank, Glendale, and Pasadena, and their respective officers, officials, directors, employees, agents, representatives, and volunteers.
Authority Logistics Costs	<p>All costs to and expenses to be paid or incurred by the Authority with respect to the provision of logistical support including:</p> <p>(a) Labor costs for persons employed to perform logistical support services including the cost of identification badges and uniforms.</p> <p>(b) Cost of supplies and equipment utilized to perform logistical support services.</p> <p>(c) Other direct costs that the Authority deems necessary or desirable in order to perform logistics support services.</p> <p>(d) An administrative fee not to exceed 10% of the total annual amount of the actual logistics costs.</p>
Back of House Area	The area in a Unit Location generally not accessible by customers that is used for administrative, storage, or other support operations.
Build-Out Deadline	For each food service location, 120 days from the Turnover Date, but not later than 45 days before RPT Opening Date. For each retail location, 90 days from the Turnover Date, but not later than 45 days before RPT Opening Date.
Capital Investment	Authority-certified dollars actually spent by Concessionaire for construction, fixturing, and remodeling of the Leased Premises.

Certified Capital Investment Report	As defined in Section 19.10.
Concession Marketing Program	The Authority's program for advertising, publicity, promotional materials, events, directories, surveying, customer service training, and other activities appropriate for marketing the concession program at the Airport.
Concession Period	From RPT Opening Date to 11:59 p.m. on the Expiration Date or any earlier termination date.
Concessionaire	SSP America BUR, LLC.
Concessionaire Agent	An employee, consultant, Subconcessionaire, licensee, vendor, affiliate, invitee, serviceperson, designer, architect, contractor, or other person who is performing services on behalf of or for the benefit of Concessionaire, regardless of location. Concessionaire Agent does not include passengers.
Concessionaire Operations Standards Packet	As defined in Section 10.25.
Construction Delay Damages	As defined in Section 12.3(a).
Construction Plan	Concessionaire's construction plan for the Leased Premises, as approved pursuant to the CTDCM.
Cost of Eligible Improvements	As defined in Section 16.3(b).
CRDC	Centralized Receiving and Distribution Center.
CRDC Operator	As defined in Section 10.16(b).
CTDCM	The Authority's Concession Tenant Design and Construction Manual.
Default Event	As defined in Section 13.1.
Design Review Committee	Cross-disciplinary group of Airport Representatives who review and approve proposed Unit Location designs and materials prior to permitting and construction.
Eligible Improvements	As defined in Section 16.3(a).
Enplanement	With respect to any period of time, the number of passengers boarding flights at the Airport Terminal (after security screening) during such period, including non-revenue passengers (but excluding airline crew for the flights).
Executive Director	Burbank-Glendale-Pasadena Airport Authority Executive Director (or, in the absence of the Executive Director, such other Authority officer designated by the Authority Commission) or such person's designee.
Expiration Date	Date on which this Agreement expires, which shall be the twelfth anniversary of RPT Opening Date.

FAA	Federal Aviation Administration.
Federal Requirements	The federal requirements set forth in the attached Exhibit K, which requirements are applicable to contracts not funded by an Airport Improvement Program grant from the FAA.
Final Fiscal Year	The last full Fiscal Year of the Concession Period.
Final Partial Fiscal Year	That portion of a Fiscal Year commencing on July 1 following the Final Fiscal Year and ending on the last day of the Concession Period. If the end of the Concession Period falls on June 30, there shall be no Final Partial Fiscal Year.
First Full Fiscal Year	The first full Fiscal Year following the RPT Opening Date.
First Partial Fiscal Year	The period commencing on the RPT Opening Date and ending on the following June 30.
Fiscal Year	July 1 through June 30.

<p>Gross Receipts</p>	<p>All monies paid or payable to Concessionaire, or monies due or received from customers by Concessionaire for sales made, services rendered, and customer orders fulfilled at or from the Leased Premises, regardless of when or where the customer order is placed (including outside the Leased Premises).</p> <p>Gross Receipts also include other receipts, credits, rebates, allowances, internet sales, or revenues of any type arising out of or in connection with Concessionaire's or a Subconcessionaire's operations at the Leased Premises, including branding fees, marketing fees, merchandising fees, promotional allowances, performance allowances, retail display allowances, and any other type of ancillary advertising or product placement fees, other allowances and fees, and any amount charged by Concessionaire as a pass through to customers of any other fee or charge payable per this Agreement.</p> <p>Gross Receipts shall not include, and may be adjusted to exclude, the following when properly recorded and accounted for:</p> <ol style="list-style-type: none"> <li>1. Any taxes imposed by law that are separately stated to and paid by a customer and directly payable to the taxing entity by Concessionaire.</li> <li>2. Amounts and credits received from suppliers for merchandise returned by Concessionaire.</li> <li>3. Cash and credit card refunds to customers for merchandise returned.</li> <li>4. Amounts and credits received in settlement of claims for loss of, or damage to, merchandise.</li> <li>5. Insurance proceeds received from the settlement of claims for the loss of or damages to Concessionaire's property at or on the Leased Premises other than the proceeds from business interruption insurance.</li> <li>6. Inter-company store transfers.</li> <li>7. United States Postal Service stamp sales.</li> <li>8. Uniforms or clothing purchased by employees where such uniforms or clothing are required to be worn by employees.</li> <li>9. Reimbursements from Subconcessionaires for any taxes, fees, franchise or license fees, utilities or other services paid or provided by Concessionaire for or on behalf of Subconcessionaires; provided, however, that any reimbursement in excess of the actual cost of such</li> </ol>
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	<p>taxes, fees, franchise or license fees, utilities or other services shall be included in Gross Receipts.</p> <p>10. Rental, fees, and charges paid to Concessionaire by Subconcessionaires that are to be passed through for payment of Rent; provided, however, that any such payment in excess of the Rent amount shall be included in Gross Receipts.</p> <p>11. Gift cards sold at the Leased Premises; provided, however, when a gift card is redeemed or accepted as payment for a purchase at the Leased Premises, the transaction shall be reported as part of Gross Receipts.</p> <p>12. Amounts for coupons and other forms of discounts including complimentary customer services (for clarification, only the amounts actually received are ultimately included in Gross Receipts).</p> <p>13. Complimentary meals, the amount of any employee discount on meals, and any meals provided to employees without cost as a benefit.</p> <p>14. Gratuities for services performed by employees paid by Concessionaire or by customers except to the extent Concessionaire may be entitled to receive a portion of the gratuities.</p>
Hours of Concession Operation	With respect to each Unit Location, the hours of operation during which customers will be served, as specified in Section 10.12.
HVAC	Heating, ventilation, and air conditioning.
Initial Capital Investment Amount	As defined in Exhibit F.
Initial Improvements	As defined in Section 18.3(a).
Leased Premises	<p>Collectively:</p> <p>Pkg #1: Unit Locations labelled as “A01,” “B02,” B04,” “C01,” “C07,” “C08,” “C09,” “C10,” “C11,” “C12,” “C13,” “C16,” “C19” (cold storage space), “C21” (storage space), and “D01” on the Terminal Building Layout Plan in Exhibit A, and as depicted in further details in Exhibit B.</p> <p>Pkg #3: Unit Location labelled as “B03” on the Terminal Building Layout Plan in Exhibit A, and as depicted in further details in Exhibit B.</p>



Leasehold Improvements	Improvements to the Leased Premises including the Initial Improvements, the Midterm Refurbishment, and Alterations. Leasehold Improvements include equipment owned, installed, and affixed to the Leased Premises. Leasehold Improvements may include: mechanical, electrical, and plumbing work; floors, ceilings, demising walls, storefronts, and signage; and décor items, lighting fixtures, and built-in shelving. Leasehold Improvements do not include personal property or improvements made to Back of House Areas.
Local Brand	A branded concept that operated one or more locations in, but has little or no presence outside of, Burbank, Glendale, or Pasadena.
Logistics Charges	An allocable share of the Authority Logistics Costs, as determined by the Authority.
Midterm Refurbishment	A refurbishment, redecoration, and modernization of the interior and exterior of the Leased Premises.
MAG (Minimum Annual Guarantee)	During the Concession Period, the minimum dollar amount of Space Rent for a Fiscal Year, as further described in Section 5.2(c).
Minimum Initial Capital Investment	As defined in Section 18.3(a).
Monthly Payment	As defined in Section 5.2(d).
Monthly Period	The period commencing on the first day of a calendar month and ending on the last day of that calendar month.
Monthly Rent Report	The monthly report due pursuant to Section 5.2(e), substantially in the form of Exhibit E.
National Brand	A branded concept that has a significant presence of units operating in at least two Regions in the United States.
Net Book Value of Leasehold Improvements	As defined in Section 16.3.
New Leasehold Improvements	As defined in Section 18.9.
Notice to Proceed	The written notice to Concessionaire by which the Authority allows Concessionaire to commence construction and installation of Leasehold Improvements.
Percentage Rent	As defined in Section 5.2(b).
Performance Guarantee	As defined in Article 7.
POS	Point of Sale.
Pre-Concession Period	As defined in Section 3.2.
Pricing Policy	The pricing policy set forth in Section 10.8.

Proposal	Concessionaire's October 30, 2024 Proposal and December 12, 2024 Best and Final Offer in response to Authority RFP No. ADM25-01.
Public Areas	Collectively, all portions of the exterior and interior of the Airport Terminal, except for the Leased Premises, loading docks, supply/stock rooms, prep rooms, and other areas individually or collectively leased by Concessionaire and other Airport tenants, other than those used for the processing of passengers and baggage. Public Areas include: (i) ticketing and baggage claim areas, gate seating areas, hallways, public elevators, public stairs, public restrooms and comfort stations, service areas, public passageways in the Airport Terminal; and (ii) those areas within the Airport Terminal as may be provided by the Authority from time to time for the convenience and use by the public, the Authority, Concessionaire, and other tenants.
Region	In reference to the United States, one of the following regions defined as follows: <ul style="list-style-type: none"> <li>• West – California, Colorado, Idaho, Nevada, Utah, Wyoming, Montana, Oregon, Washington, Alaska, and Hawaii.</li> <li>• Southwest – Texas, Oklahoma, New Mexico, and Arizona</li> <li>• Midwest – Ohio, Indiana, Illinois, Michigan, Wisconsin, Minnesota, North Dakota, South Dakota, Iowa, Kansas, Nebraska, and Missouri.</li> <li>• Northwest – Pennsylvania, New York, New Jersey, Vermont, New Hampshire, Connecticut, Rhode Island, Massachusetts, and Maine.</li> <li>• Southeast – Washington, D.C., Delaware, Maryland, West Virginia, Virginia, Kentucky, Tennessee, North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Arkansas, and Louisiana.</li> </ul>
Regional Brand	A brand with a significant presence in the states of California, Arizona and Nevada.
Remediation Plan	A plan instituted by Concessionaire to remediate operational performance deemed unsatisfactory by the Authority, as described in Section 10.2.
Removable Fixtures	Furniture, trade fixtures, and equipment installed in the Leased Premises by Concessionaire at its expense, but excluding Leasehold Improvements that have become such a part of the Leased Premises that they cannot be removed without causing substantial damage to the Leased Premises.
Rent	Collectively, Space Rent and Additional Rent.

RPT Opening Date	The first date on which the Airport Terminal is opened to the travelling public and serves commercial flights. As of the execution of this Agreement, the RPT Opening Date is anticipated to be October 13, 2026.
Space Rent	As defined in Section 5.2.
Street Price Benchmark	As defined in Section 10.8(b).
Subconcession Contract	Contract between Concessionaire and a Subconcessionaire regarding the Subconcessionaire's use and occupancy of a Unit Location to operate a concession.
Subconcessionaire	The counterparty to Concessionaire under a Subconcession Contract.
Substantial Completion	The stage in the process of any construction or other work when such work is sufficiently complete that Concessionaire has received a Certificate of Occupancy (including a Temporary Certificate of Occupancy) from the City of Burbank and is able to occupy a Unit Location for the purpose of preparation for opening or continuing business.
Supplemental Payment	As defined in Section 5.2(e).
Sustainability Program	The Authority's program pertaining to environmental sustainability for operations at the Airport.
TSA	Transportation Security Administration.
Turnover Date	The effective date of the Notice to Proceed allowing Concessionaire to take possession and commence construction and installation of Leasehold Improvements.
Unit Location	The Unit Location(s) comprising the Leased Premises.
Worker Retention Policy	As set forth in Exhibit J.

**ARTICLE 2  
RIGHTS GRANTED; PERMITTED USE; FRANCHISES; LICENSES;  
SUBCONCESSIONAIRES**

2.1 Nonexclusive Rights. Concessionaire's right to design, construct, operate, and manage [concessions] [a concession] at the Airport pursuant to this Agreement is nonexclusive. The Authority may, at any time, grant other persons a right to construct other concessions or sell goods or services that Concessionaire is (or is not) authorized to sell, and such grants may be on terms that are more or less favorable to those granted to Concessionaire.

2.2 Pre-Concession Period Rights. During the Pre-Concession Period, the Authority grants to Concessionaire the right to design and construct a concession or, as applicable, support area in each Unit Location consistent with Exhibits A and B, provided that such design and construction shall comply with this Agreement and the CTDCM.

2.3 Concession Period Rights. During the Concession Period:

(a) For each Unit Location, the Authority grants to Concessionaire the right to operate a concession or support area, consistent with the descriptions in Exhibit C. Concessionaire's concession rights shall exist solely within the limits of the Leased Premises.

(b) Concessionaire shall offer the services and products (or, as applicable, use for support purposes) in each Unit Location as described in Exhibit C. During the Concession Period, such services and products shall be available at the specified Unit Location at all Hours of Concession Operation unless a change has been approved in writing by the Authority. The services and products offered at each Unit Location shall meet requirements set forth in Exhibits C and H. Concessionaire's use of a Unit Location other than for the business of offering services and products as provided in Exhibit C is not permitted. The anticipated menu for the food service concession, or as applicable, the description of products anticipated to be sold at the retail concession, at each Unit Location as of the RPT Opening Date is included in Exhibit C. Upon the Authority's request at any time, Concessionaire shall promptly provide updates to the information provided in Exhibit C (including menus, product lists) to reflect the then current operation.

(c) Concessionaire shall not unreasonably refuse service to Airport passengers, employees or members of the general public who are permitted by the Authority to be at the Airport facilities and shall provide non-discriminatory pricing for all customers.

(d) Concessionaire is granted the nonexclusive right to provide catering services to Airport tenants and users. In-flight catering to airlines serving the Airport may be provided upon receipt of prior written approval of the Authority and if it does not interfere with the timeliness and service of food service to passengers, visitors, and Airport employees.

(e) The Authority shall have the right, for public health and safety considerations or for compliance with legal requirements (each as determined by the Authority), to require Concessionaire to revise or replace the concept at any Unit Location and may prohibit the sale of any particular products or services or categories of products or services or any particular use of the Leased Premises. Concessionaire shall timely comply with the Authority's directions. Concessionaire shall not be entitled to compensation as the result of such requirement or prohibition by the Authority; provided that if Concessionaire presents accounting records within six months which show that compliance with such direction is reasonably projected to reduce the annual Gross Receipts at the affected Unit Location by more than 20%, then Concessionaire may initiate negotiation about the termination of this Agreement with respect to the affected Unit Location.

2.4 Ingress and Egress. Concessionaire shall have the rights of ingress to and egress from the Leased Premises via the Public Areas of the Airport, Airport roadways, and common-use roadways.

2.5 Franchises.

(a) At any time a Unit Location is operated under a franchise contract, Concessionaire represents and warrants to the Authority that Concessionaire has been granted the right to use the franchisor's trade name for the entire Concession Period and that all requirements

of such contract shall be met. Upon request, Concessionaire shall provide the Authority a copy of the franchise contract and reasonable evidence that such contract remains in full force and effect.

(b) Concessionaire shall notify the Authority within five days upon the occurrence of any of the following events: (i) Concessionaire's receipt of the franchisor's notice of a violation or default under the franchise contract; (ii) Concessionaire's obtainment of actual knowledge of any event or circumstance that could reasonably lead to the termination of the franchise contract, the loss of the use of the related trade name, or a change of the trade name; or (iii) Concessionaire's initiation of action to terminate the franchise contract.

(c) If Concessionaire seeks to voluntarily terminate a franchise contract, or if a franchise contract is expiring or otherwise ending, Concessionaire may present to the Authority a replacement proposal not less than 90 days before Concessionaire's loss of the right to the franchisor's trade name. The replacement proposal shall include a description of strategies to minimize the interruption to the business operation at the affected Unit Location and any negative impact to Airport Terminal operations. Within 30 days of receipt, the Authority shall notify Concessionaire whether the Authority tentatively approves the replacement proposal. Upon such tentative approval, the Authority and Concessionaire shall negotiate in good faith to execute promptly an amendment to Exhibit C to reflect the Unit Location's future use.

(d) Upon the loss of right to use the franchisor's trade name without an executed amendment to Exhibit C, the Authority shall have the right to terminate this Agreement with respect to the affected Unit Location upon 60 days notice, without compensation to Concessionaire.

## 2.6 Licensing Contracts.

(a) At any time any portion of Concessionaire's business at the Leased Premises is operated under a licensing contract, Concessionaire represents and warrants to the Authority that Concessionaire has been granted the right to use the licensor's trade name for the entire Concession Period and that all requirements of such contract shall be met. Upon request, Concessionaire shall provide the Authority a copy of the licensing contract and reasonable evidence that such contract remains in full force and effect.

(b) Concessionaire shall notify the Authority within five days upon the occurrence of any of the following events: (i) Concessionaire's receipt of the licensor's notice of a violation or default under the licensing contract; (ii) Concessionaire's obtainment of actual knowledge of any event or circumstance that could reasonably lead to the termination of the licensing contract, the loss of the use of the related trade name, or a change of the trade name; or (iii) Concessionaire's initiation of action to terminate the licensing contract.

(c) With respect to any licensing contract that affects 10% or more of the annual Gross Receipts of a Unit Location:

(i) If Concessionaire seeks to voluntarily terminate a licensing contract, or if a licensing contract is expiring according to its terms, Concessionaire may present to the Authority a replacement proposal not less than 90 days before Concessionaire's loss of the right to the licensor's trade name. The replacement proposal shall include a description of strategies to

minimize the interruption to the business operation at the affected Unit Location and any negative impact to Airport Terminal operations. Within 30 days of receipt, the Authority shall notify Concessionaire whether the Authority tentatively approves the replacement proposal. Upon such tentative approval, the Authority and Concessionaire shall negotiate in good faith to execute promptly an amendment to Exhibit C to reflect the Unit Location's future use.

(ii) Upon the loss of right to use the licensor's trade name without an executed amendment to Exhibit C, the Authority shall have the right to terminate this Agreement with respect to the affected Unit Location upon 60 days notice, without compensation to Concessionaire.

2.7 Subconcessionaires. With respect to each Unit Location, Concessionaire has the option to execute a Subconcession Contract subject to the following terms.

(a) Concessionaire shall obtain the Authority's written approval of the proposed Subconcessionaire, which approval may be granted or withheld in the Authority's absolute discretion.

(b) Upon request, Concessionaire shall provide the Authority a copy of the proposed Subconcession Contract.

(c) The Subconcession Contract shall include indemnification language specified in Section 22.2.

(d) Concessionaire shall provide the Authority with an executed Subconcession Addendum, substantially in the form set forth in Exhibit D.

(e) At no time shall a Subconcessionaire have any right with respect to a Unit Location or any Airport facilities beyond those granted to Concessionaire under this Agreement, regardless of any provision of the Subconcession Contract and regardless of whether the Authority has received a copy of the Subconcession Contract.

(f) Concessionaire shall be responsible for all aspects of the design and construction of the Leased Premises in accordance with this Agreement and the CTDCM during the Pre-Concession Period. The Authority shall have no obligation to recognize any purported assignment of rights or delegation of obligations by Concessionaire to a Subconcessionaire with respect to the design and construction of the Leased Premises during the Pre-Concession Period.

(g) Concessionaire shall be responsible for all submittal of Rent payments (including Space Rent, Additional Rent and any other sums), reports, books, records and any other documentation required under this Agreement, regardless of any arrangement between Concessionaire and a Subconcessionaire.

(h) All acts or omissions of a Subconcessionaire at or concerning the Airport shall be deemed to be those of Concessionaire. The Authority shall have the right to enforce any violation by a Subconcessionaire as if the violation was committed by Concessionaire, and accordingly exercise remedies against Concessionaire pursuant to this Agreement.

(i) Concessionaire shall be responsible for transmitting to the Subconcessionaire any communication from the Authority that may affect the Subconcessionaire, and the Subconcessionaire shall have no recourse against the Authority if Concessionaire fails to timely transmit such communication.

(j) The Subconcession Contract shall include a provision obligating the Subconcessionaire to comply with the Airport Rules and Regulations, and to pay administrative fines assessed by the Authority for the Subconcessionaire's violations of the Airport Rules and Regulations.

(k) With respect to any provision in this Agreement pertaining to potential payments by the Authority to Concessionaire (in whatever form, including reimbursements, refund, credits, or compensation), such payments shall be made to Concessionaire. It shall be Concessionaire's responsibility to transmit money to the Subconcessionaire to extent such transmittal is required under the Subconcession Contract.

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

(m) With respect to any provision in this Agreement which requires Concessionaire to maintain books and records, Concessionaire shall be responsible for ensuring that each Subconcessionaire maintains books and records of the same type for the same time period and in the same manner, in conformance with the requirements of this Agreement. With respect to any provision in this Agreement that requires submittal or disclosure to the Authority of Concessionaire's books and records, or any other documents or information, Concessionaire shall collect the same from each Subconcessionaire (as pertaining to the Subconcessionaire's business transactions and activities relating to the Subconcession Contract) and shall submit the same to the Authority by the due date.

(n) With respect to any provision in this Agreement that gives the Authority the right to access or inspect Concessionaire's books and records, the Authority shall have same rights to access or inspect the Subconcessionaire's books and records of the same type for the same time period. Refusal by Subconcessionaire to allow such access or inspect shall be deemed a violation by Concessionaire of this Agreement.

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

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

(q) Termination of a Subconcession Contract does not relieve of Concessionaire of any of its obligations under this Agreement.

### **ARTICLE 3 EFFECTIVE DATE; PRE-CONCESSION AND CONCESSION PERIODS**

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

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

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

### **ARTICLE 4 LEASED PREMISES**

4.1 Leased Premises. The Leased Premises shall consist of the Unit Location(s) described and delineated in Exhibit B, including any improvements and modifications to be made. No later than 30 days after the RPT Opening Date, Concessionaire shall submit to the Authority a written certification of the as-built areas of the Leased Premises. No other part of the Airport shall be part of the Leased Premises. Upon completion of Initial Improvements, Midterm Refurbishment or Alterations, the actual as-built square footage, location, or configuration of the Leased Premises shall be adjusted and memorialized in a revised Exhibit B.

4.2 Acceptance of Leased Premises.

(a) On the Turnover Date, the Authority shall deliver the shell space (including baseline utility connections) of the Unit Location(s) to Concessionaire for construction of Initial Improvements in accordance with the Construction Plan. Concessionaire accepts the Leased Premises “as is, where is, and with all faults” as of the Turnover Date.

(b) The Authority makes no representation or warranty as to the fitness or condition of the Leased Premises or any improvement or personal property in the Leased Premises whatsoever. Concessionaire shall not be entitled to any adjustment or other payments on account of the condition of the Leased Premises, any improvements, any failure of any improvements to be in working order, any necessity of Concessionaire to repair or take corrective actions concerning the Leased Premises, or because of the inability or delay of obtaining any required approvals from any public agency.

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

“A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with



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

4.3 No Warranty of Economic Viability.

(a) The Authority makes no warranty, promise, or representation regarding the economic viability of the Leased Premises or Concessionaire’s business at the Airport. Concessionaire accepts all risks with the construction and operation of the Leased Premises. The Authority is under no obligation to protect or defend Concessionaire from loss of any investments.

(b) The Authority makes no warranty that air carrier usage of gates or other facilities adjacent to or in the immediate area to the Leased Premises will not change at any time before or after the RPT Opening Date. The Authority may refurbish or reconfigure the Airport Terminal, relocate air carriers, and construct new terminals and concourses to meet Airport needs. Concessionaire’s obligations to pay Rent, and to make improvements, are absolute obligations and are not conditioned upon the number of passengers arriving or departing from the Airport during any period of time, or the presence or absence of any particular air carriers at the Airport.

4.4 Back of House Area Use and Access.

(a) The table below sets forth the maximum size of the Back of House Area in each Unit Location:

<b>Unit Location(s)</b>	<b>Maximum Size of Back of House Area (expressed as a % of the total square footage of the Unit Location)</b>
A01 — Tony’s Italian Deli	240 SF
B02 — Society Kitchen	703 SF
B04 — HomeState	529 SF
C01 — Beachwood Café	1,035 SF
C07 — Dog Haus Biergarten	551 SF
C08 — The Red Chickz	457 SF
C09 — Sotta	409 SF
C10 — Greenlight Bar and Bites	220 SF
C11 — Common Seating Area	
C12 — Scopa Italian Market	600 SF
C13 — Starbucks	260 SF
C16 — Black Market Liquor Bar	528 SF

(b) Within 30 days of the RPT Opening Date, Concessionaire shall provide the Authority a report that describes how Concessionaire is using the Back of House Area at each Unit Location. Such report shall include a schedule that shows how the Back of House Area is used and allocated at any given time during the day, each day of the week. Within 24 hours of making any material changes to the utilization of the Back of House Area, Concessionaire shall provide an updated report to the Authority.

4.5 Minor Modifications. The Authority shall have the right to make minor modifications to the Leased Premises (and such right may be exercised at the Executive Director's discretion without Authority Commission action), to accommodate Airport operations, renovations, maintenance, or other work to be completed in the Airport Terminal that would involve the recapture or disruption of no more than 10% of the Leased Premises. In such event, a revised Exhibit B shall be substituted.

4.6 Authority Entry.

(a) Airport Representatives may enter upon the Leased Premises at any and all reasonable times without prior notice to Concessionaire. Airport Representatives shall use their best efforts to limit any interference with Concessionaire's business operation.

(b) Without limiting the foregoing, without the approval of Concessionaire, Airport Representatives may take photographs, measurements, temperatures, or conduct environmental compliance audits, testing, etc., during the inspection of the Leased Premises.

## ARTICLE 5 RENT

5.1 Obligation to Pay Rent.

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

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

5.2 Space Rent.

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

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

(b) *Percentage Rent Calculation.* With respect to any period of time, Percentage Rent shall equal Gross Receipts for such period multiplied by a defined percentage according to the table below.

<b><u>Concession Category</u></b>	<b><u>Percentage Rent</u></b>
If there is no CRDC	
Food and Non-Alcoholic Beverages	8% x Gross Receipts
Alcoholic Beverages	8% x Gross Receipts
If there is a CRDC	
Food and Non-Alcoholic Beverages	5% x Gross Receipts
Alcoholic Beverages	5% x Gross Receipts

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

First Partial Fiscal Year	Not applicable
First Full Fiscal Year	\$2,090,000
Subsequent Fiscal Years	Greater of (i) MAG for the preceding Fiscal Year, or (ii) 85% of the following: (A) MAG for the preceding Fiscal Year, plus (B) the amount that the Percentage Rent exceeded MAG in the preceding Fiscal Year

(d) *Required Monthly Payment.*

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

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

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

(e) Supplemental Payment; Monthly Rent Report.

(i) Commencing the second full month of the Concession Period, no later than the fifteenth of each month, Concessionaire shall submit to the Authority the Monthly Rent Report for the immediately preceding month (except that the first report shall also include the initial partial month of the Concession Period), substantially in the form set forth in Exhibit E.

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

(iii) The “Supplemental Payment” for any month is equal to: (i) the Percentage Rent for such month, minus (ii) one-twelfth of the MAG. If the Percentage Rent is less than one-twelfth of the MAG, then no Supplemental Payment is due for that month.

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

(a) Concession Marketing Program Fees. Concessionaire shall pay 0.5% of the Gross Receipts per month as a contribution to the Concession Marketing Program. The Authority, in its sole discretion, will use the Concession Marketing Program funds to promote the overall concession program and facilities in the Airport. Concession Marketing Program fees shall be due on the fifteenth day each month starting with the first full month of the Concession Period.

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

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

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

(e) Food Hall Janitorial Services. For Pkg #1 of the Leased Premises only, Concessionaire shall pay an allocable share of the cost for food hall janitorial services based on the cost to the Authority, as allocated in any manner that the Authority deems reasonable. Food hall janitorial services shall be due within 30 days of invoice from the Authority.

(f) Pest Control Charges. Concessionaire shall pay an allocable share of the cost for pest control services based on the cost to the Authority, as allocated in any manner that the Authority deems reasonable. Pest control charges shall be due within 30 days of invoice from the Authority.

(g) Logistics Charges. At any time a CRDC is in operation at the Airport, Concessionaire shall pay Logistics Charges, which shall be an allocable share of the Authority Logistics Cost, as allocated in any manner that the Authority deems reasonable. Logistics Charges shall be due within 30 days of invoice from the Authority.

(h) Taxes and Charges Paid by Authority. Reimbursement for the Authority's payment for the paying, discharging, or adjustment of taxes and charges pursuant to Section 6.3 shall be due immediately upon written demand of the Authority.

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

#### 5.4 Annual Rent Report and Reconciliation.

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

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

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

5.5 Form of Payment.

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

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

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

5.6 Place of Payment, Report, and Statement Submittal.

(a) Unless otherwise specified in this Agreement or directed by the Authority in writing, payment (or remittance advice, if payment made via ACH, EFT or similar methods) or other method), reports, and statements required by this Agreement shall be delivered to the Authority's Accounting/Finance Department at the address set forth in Section 27.1, with an electronic copy to AR@bur.org.

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

5.7 Late Payment Fee.

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

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

**ARTICLE 6  
TAXES, ASSESSMENTS, AND CHARGES**

6.1 Taxes, Assessments and Other Charges.

(a) Concessionaire shall pay before delinquency, and without notice or demand, all applicable sales, use, intangible and possessory interest tax, and any other taxes, assessments, and charges levied or imposed against the Leased Premises, the Leasehold Improvements, and other personal property used in the performance of a concession, or that result from Concessionaire's construction, occupancy or use of the Leased Premises, or that are assessed on any payments made by Concessionaire under this Agreement, whether levied against Concessionaire or the Authority. Concessionaire shall, at its sole expense, clear any lien created by virtue of such tax, assessment or charge. Any such payment shall not reduce the amount of the Rent otherwise required to be paid by Concessionaire to the Authority.

(b) Concessionaire shall promptly pay any penalty or other charge which may be due and payable to Authority or any other party or government entity in connection with this Agreement and all rights and privileges.

(c) Concessionaire shall promptly pay any tax or other charge which is measured by the amount of Gross Receipts earned by Concessionaire, including, any gross receipts income tax or excise tax levied by the Authority, the City of Burbank, the County of Los Angeles, the State of California, the federal government, or any other government entity.

(d) Concessionaire acknowledges that this Agreement may create a possessory interest in the Leased Premises and that such interest may give rise to a possessory interest tax. If a possessory interest tax is levied or imposed, then Concessionaire shall pay such tax when due without any credit or offset to the moneys that are due and payable to the Authority.

(e) To the extent that the Authority forwards to Concessionaire a bill or assessment notice relating to a tax, assessment, or charge coming due for which Concessionaire is responsible, Concessionaire shall pay the tax, assessment, or charge promptly before the due date (and concurrently notify the Authority of such payment).

## 6.2 Contest of Tax or Charge.

(a) In the event that Concessionaire desires, in good faith, to contest or review by appropriate legal proceedings any tax, assessment, or charge imposed by another government entity, Concessionaire, at least 10 days prior to delinquency, shall give the Authority notice of its intention to contest such tax or charge.

(b) Concessionaire may withhold payment of the tax, assessment or charge being contested if nonpayment is permitted during the pendency of such proceedings without the imposition or foreclosure of any related lien or the imposition of any fine or penalty. The contest shall be prosecuted to completion (whether or not this Agreement has expired or terminated) without delay at Concessionaire's sole expense.

(c) Within such 10-day period or the applicable period of time allowed by law after the final determination of the amount due, Concessionaire shall pay such amount, together with all costs, expenses and interest (whether or not this Agreement has then expired or terminated).

6.3 Payment by Authority. If Concessionaire fails to pay any tax, assessment, or charge, the Authority may, after five days' notice to Concessionaire, pay, discharge, or adjust such tax, assessment, or charge for Concessionaire's benefit. In such event, Concessionaire, on receipt of written demand of the Authority, shall reimburse the Authority promptly for the full amount with interest at the rate of 1.5% per month (subject to the maximum rate permitted by law). Any receipt showing payment by Authority shall be prima facie evidence that the amount of such payment was necessary and reasonable and made by the Authority on Concessionaire's behalf.

## **ARTICLE 7 PERFORMANCE GUARANTEE**

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

7.2 Delivery.

(a) Concessionaire, at its sole expense, shall execute and deliver to the Authority a Performance Guarantee in the form of a letter of credit and/or a performance bond made payable to the Burbank-Glendale-Pasadena Airport Authority, executed by an Authority-approved surety company, licensed pursuant to the Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570), in an amount not less than 100% of the MAG. Such guarantee shall be in a form acceptable to the Authority and provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. The Performance Guarantee shall have attached a Power of Attorney as evidence of the authorization of the person executing the bond to bind the surety. The Performance Guarantee shall clearly and prominently display on the bond or letter or on an attachment: (1) the name, mailing address, physical address, and telephone number of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the California Department of Insurance and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the California Department of Insurance by calling the toll-free telephone number. An executed Performance Guarantee shall be delivered to the Authority upon execution of this Agreement. If, at any time during the Concession Period, the MAG exceeds the amount of the Performance Guarantee then in place, Concessionaire shall be required to execute and deliver a replacement Performance Guarantee, no later than 30 days upon notification by the Authority, in an amount not less than 100% of the then current MAG.

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

(c) If, for any reason, the Performance Guarantee shall be terminated, cancelled, or rendered ineffective, Concessionaire shall provide a renewal or replacement Performance Guarantee at least 60 days prior to the date of the termination, cancellation, or



ineffectiveness (or, if 60 days is not feasible, then as soon as practicable but in any event before the date of termination, cancellation, or ineffectiveness).

7.3 Use.

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

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

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

**ARTICLE 8**  
**ADDITIONAL REQUIREMENTS RELATING TO REPORTS**

8.1 Method of Report Submission; Additional Gross Receipts Reports.

(a) All reports shall be submitted to Authority using the technology and procedures designated by the Authority. The Authority shall not be obligated to furnish Concessionaire the equipment or systems necessary for submittal. However, the Authority shall afford a reasonable time for Concessionaire to obtain the necessary technology or equipment and develop the necessary expertise to use the same. In the interim, Concessionaire may use an alternative Authority-approved method for such submittal.

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

(c) Upon three days notice, the Authority may require Concessionaire to report daily or weekly Gross Receipts by electronic means determined by the Authority. If required,

these reports shall be filed no later than 10:00 a.m. (Pacific Time), Monday – Sunday, including holidays in the case of daily reports or 10:00 am Sunday in the case of weekly reports. The Authority may also request additional reporting relative to merchandise classifications, seasonality, time-of-day activity, the number, or average value, of transactions (or both), etc. To the extent that Concessionaire discovers that any Gross Receipts data previously submitted contains an inaccuracy or is incomplete, updates to such data shall be reported the day following discovery, along with the next day’s daily report.

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

8.3 ACDBE Participation Monthly Reports; ACDBE Joint Venture Participation Monitoring.

(a) In addition to the Monthly Rent Report, on the fifteenth of each month during the Concession Period, Concessionaire shall submit a report of the total monthly Gross Receipts and ACDBE participation achieved by means of joint venture agreements and/or subtenancies for the previous month. This reporting shall be submitted to the Authority’s ACDBE Liaison Officer. Concessionaire shall also provide any amounts that were expended by Concessionaire during the same period for purchases from ACDBE vendors, irrespective of Concessionaire counting purchases from certified ACDBE vendors as part of its ACDBE participation plan.

(b) If Concessionaire achieves ACDBE participation by way of a joint venture agreement, additional reporting requirements shall apply. This reporting is intended, in part, to satisfy the monitoring requirements of 49 CFR Part 23. Concessionaire shall provide documentation including distribution statements/profit and loss statements, minutes from management committee meetings, reconciliations of management fees, tax returns, and capital activity reports. Concessionaire also shall provide any proposed changes to roles and/or responsibilities or amendments to joint venture or other supporting agreements in draft format for review and approval by the Authority.

## **ARTICLE 9 RECORDKEEPING AND AUDITS**

9.1 Maintenance of Records; Authority’s Right to Inspect and Audit.

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

(b) The Authority may require Concessionaire to furnish copies of periodic California Franchise Tax Board sales and use tax returns covering the operations in the Leased Premises. All copies of such returns shall be certified by an officer of Concessionaire to be exact copies of the original documents. Concessionaire shall promptly notify the Authority of and

furnish copies of any financial or tax audit reports covering concession operations as conducted by the California Franchise Tax Board, the United States Internal Revenue Service, or any other government entity.

(c) The Authority has the right to conduct multiple types of audits throughout the Concession Period as well as upon expiration or termination of this Agreement. This right includes examination of Concessionaire's books and records relevant to the determination of any matters concerning the performance of Concessionaire.

## 9.2 Concessionaire Internal Control System Requirements.

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

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

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

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

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

## 9.3 Production of Records.

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

(b) Concessionaire may make requested records available to the Authority at a physical location other than Burbank, California, provided Concessionaire pays the full amount of the Airport Representative's expenses, including travel, lodging, and meals, to travel to the

records' location for any inspection, audit, or copying. If the Airport Representative(s) are required to spend more than five business days examining the books or records due to a lack of organization of the records or searches for missing data, then, starting on the sixth business day, Concessionaire shall pay a daily fee of \$1,200 per Airport Representative per day or partial day. If upon examination or audit, the Airport Representative determines that sufficient documentation has not been maintained, retained, or made available to verify Concessionaire's actual Gross Receipts or any other matter relevant to this Agreement, the Authority shall be entitled to collect as Additional Rent an amount equal to 5% of the MAG for the period in question. This Additional Rent shall be in addition to any liquidated damages that the Authority may assess pursuant to Article 12.

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

#### 9.4 Under and Over Reporting of Amounts Due.

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

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

### **ARTICLE 10 CONCESSIONAIRE OPERATING STANDARDS**

#### 10.1 Authority's Right to Monitor Concessionaire Performance.

(a) Concessionaire shall conduct its business in a professional manner so as to meet the needs of Airport patrons and employees and in a manner that will reflect positively upon Concessionaire and the Authority. Concessionaire shall equip, organize, and efficiently manage the Leased Premises to provide first class goods and services in a clean, attractive, sustainable, and pleasant atmosphere.

(b) The Authority may raise reasonable objections to the condition of the Leased Premises, the quality and quantity of goods and services, the character of the service, the hours of operation, the sustainability practices of Concessionaire, and the appearance and performance of service personnel, and may require any such conditions or practices to be promptly remedied by Concessionaire.

(c) The Authority may conduct performance audits of the Leased Premises to ensure that all the operational, maintenance, safety, sustainability, and compliance standards of this Agreement are consistently performed by Concessionaire. Concessionaire shall cooperate with all performance audits. Performance audits may include: (a) quality and quantity of goods and services; (b) staffing and customer service; (c) food handling and food safety; (d) cleanliness, appearance, and maintenance; and (e) adherence to the Pricing Policy.

(d) If Concessionaire fails to meet standards in any of these areas, the Authority may assess liquidated damages per Article 12.

#### 10.2 Remediation Plan.

(a) In the event the Authority deems a Unit Location to be operating in an unsatisfactory manner, Concessionaire shall institute a Remediation Plan to correct performance. The Remediation Plan shall include proposed remedial activities, such as staff training, staffing changes, merchandise and service modifications, and facility refurbishment and repair.

(b) Upon approval by the Authority, Concessionaire shall diligently implement the Remediation Plan and further shall submit to the Authority monthly reports on the progress of such implementation. If the approved Remediation Plan includes the replacement of a concept or brand, then the Authority and Concessionaire shall enter into good faith negotiations concerning a concept or brand replacement.

10.3 Replacement of Concept or Brand. In the event the Authority determines that a Unit Location is still performing in an unsatisfactory manner after six months of implementation of a Remediation Plan, the Authority may require Concessionaire to replace the underperforming concept or brand, if not already replaced by the Remediation Plan, at Concessionaire's expense. Within 90 days of receipt of notice from the Authority, Concessionaire shall submit to the Authority a proposal for a brand or concept replacement plan. Such replacement plan shall include a detailed description of the brand or concept, capital expense required to re-brand, sales projections, and the specific timetable to replace the brand or concept. The Authority has the discretion to approve or deny the proposed replacement plan and require Concessionaire to submit another replacement plan.

#### 10.4 Quality of Goods and Services.

(a) Concessionaire shall ensure that all customers are provided high quality goods and services, and Concessionaire shall keep in stock and have ready for sale at all times of operation, a sufficient supply and variety of goods and services offered for sale at each Unit Location, whichever applicable, and consistent with Exhibits C and H, to meet the demand of customers.

(b) All offered products shall be of high quality and conform with applicable laws.

(c) Retail concessions shall offer product shipping to anywhere within the United States.

(d) If the Authority identifies any deficiencies with respect to the operations, including quality, variety, pricing, or quantity of goods or services offered, Concessionaire shall correct such problem(s) within three business days, unless the Authority authorizes a longer period. Violation of this requirement shall be grounds for the assessment of liquidated damages per Article 12.

#### 10.5 Merchandising/Menu/Advertising/Signage.

(a) Concessionaire shall develop and implement creative merchandising techniques to optimize customer satisfaction and Gross Receipts, including: retail merchandise displays, promotional displays, attractive and durable packaging, and menu boards.

(b) Prices for each item of goods or services shall be clearly displayed and visible to all customers.

(c) Concessionaire's printed signage and price lists shall include the appropriate use of descriptive terminology that accurately and truthfully describes the goods and services being offered.

(d) The Authority shall have the right to require that Concessionaire discontinue the sale of any goods or services the Authority deems unsatisfactory, distasteful, or inappropriate and to require Concessionaire to modify menus, signage, and product displays for any reason. Violation of this requirement shall be grounds for the assessment of liquidated damages.

#### 10.6 Merchandising Standards.

(a) Concessionaire shall cause the Leased Premises to be operated in a manner consistent with the merchandising plan(s), as modified from time to time, of Concessionaire as approved by the Authority. Merchandising plans shall include promotional displays, attractive packaging, and product presentation. All displays shall conform to the CTDCM. The Authority shall have the right to require Concessionaire to immediately remove any displays that the Authority determines are inappropriate for the Airport.

(b) The Authority may permit, at Concessionaire's sole expense, Concessionaire to install and operate signs on or within the Leased Premises to promote products and services offered for retail sale. Concessionaire shall not install any sign until the sign has been approved by the Authority. Concessionaire shall submit a detailed rendering or drawing of the proposed sign and location to the Authority for approval. All signs shall be of professional grade and no handwritten or hand modified signs shall be permitted on or in the Leased Premises. Concessionaire shall not place any merchandising fixtures at the entry and exit point of the Leased

Premises or maintain any merchandising fixtures on the outside of the Leased Premises without approval from the Authority.

(c) No public or private auction, fire, going out of business, liquidation, bankruptcy, or similar types of sales shall be conducted in or from the Leased Premises unless otherwise approved by the Authority.

(d) The Leased Premises shall be used only in a dignified and ethical manner, consistent with the general high standards of concession operations at the Airport.

#### 10.7 Franchise Standards/Branding.

(a) Concessionaire shall adhere to all franchise, licensing, and brand standards applicable to its operations. The Authority may review inspections and performance audits conducted by the brands and conduct its own audits of the concession locations.

(b) All franchise contract standards and licensing contract standards applicable to the Leased Premises, shall be met or exceeded. Concessionaire shall submit to the Authority copies of all inspections and performance audit forms conducted by the franchisor, licensor, or mystery shopper service hired by the franchisor or licensor within 10 days of receipt by Concessionaire. Every Fiscal Year, Concessionaire shall certify that all franchise and licensing standards applicable to each Unit Location are met.

(c) Concessionaire's brand(s) may not be unilaterally discontinued or changed without prior written approval by the Authority.

#### 10.8 Pricing Policy, Price Surveys and Audits.

(a) 15% Cap Over Street Price Benchmark. The prices of all food and beverage and retail products sold at the Airport may not exceed the prices charged in Street Price Benchmark restaurants and stores by more than 15%.

(b) Determination of Street Price Benchmark.

(i) No less than 45 days prior to the opening of the Unit Location(s), Concessionaire shall submit to the Authority names and addresses of at least three businesses for each of the goods or services to be offered in the Leased Premises that offer the same or substantially similar items within Burbank, Glendale, or Pasadena that Concessionaire proposes to use as Street Price Benchmarks. The businesses must be comparable in concept, size, ambiance, service style, and quality to the Unit Location and, to the extent practical, be the same businesses as identified in the Proposal. Venues specifically excluded from consideration as comparable businesses include entertainment or sports venues, other transportation terminals, amusement parks, zoos, resorts, casinos, and hotels.

(ii) Once approved by the Authority, the Street Price Benchmarks will be used as the basis for price comparisons during the Concession Period and memorialized in writing by the Authority. In the event any of the Street Price Benchmarks cease operations or, in the sole discretion of the Authority, alter their concepts, branding, service style, merchandise

selection, or menus so as to no longer be a valid comparison, Concessionaire shall propose a substitute Street Price Benchmark for approval by the Authority.

(iii) If a Street Price Benchmark cannot be determined by Concessionaire as described above, then the Authority will identify local area businesses similar to Concessionaire's business to be deemed as Street Price Benchmarks.

(iv) For National Brands, Regional Brands, and Local Brands that are also represented in the Los Angeles Metropolitan Statistical Area, the selling price for goods and services shall not exceed the selling price for the same goods and services, including portion size, at the closest street-side establishment of the same brand name by more than 15%. If the brand to be operated at the Airport is not located within the Los Angeles Metropolitan Statistical Area, Concessionaire shall use the average prices for the closest three locations of the brand to the Airport.

(c) Price Surveys and Audits.

(i) No later than 30 days before the beginning of each Fiscal Year and again halfway through the year, Concessionaire shall, at its sole expense, prepare a goods and services price survey of the Street Price Benchmarks that demonstrates, to the satisfaction of the Authority, Concessionaire's compliance with the Pricing Policy. Concessionaire shall provide documentation to the Authority comparing the prices it charges at the Airport with the prices charged by the approved Street Price Benchmarks for like products to establish Concessionaire's compliance with the Pricing Policy. This pricing comparison data shall be provided for each Unit Location using the format provided by the Authority.

(ii) Twice per year, the Authority may require Concessionaire to perform a price comparison of items selected by the Authority. In the event it is determined that Concessionaire is not in compliance with the Pricing Policy, the Authority may assess liquidated damages per Article 12.

(iii) In addition, at any time, the Authority may survey or cause to be surveyed, prices being charged for goods or services offered by Concessionaire. The Authority shall have the right to monitor and test all of Concessionaire's goods and services prices by a contracted shopping service or Authority personnel. If the Authority concludes, based on the results of the survey, that any prices being charged by Concessionaire do not comply with the Pricing Policy, the Authority shall require Concessionaire to adjust prices to the permitted amounts. Concessionaire shall, within three business days of notice from the Authority, adjust any prices that the Authority determines to be inconsistent with the Pricing Policy. Failure to rectify any pricing discrepancies shall constitute a material breach and, in addition to the assessment of liquidated damages per Article 12 and all other available remedies, the Authority may terminate this Agreement.

10.9 Airport Employee Discount. Concessionaire shall offer, at a minimum, a 10% discount on all food, snacks, merchandise, and non-alcoholic beverages purchased by Airport employees that show an Airport identification badge.

10.10 Menu Standards for Unit Locations with Food and Beverage Services.



- (a) Concessionaire shall provide menus containing a listing of all menu items, excluding “Special Menu Items”, and the prices of all menu items including alcoholic and non-alcoholic beverages and pour sizes at all full-service Unit Locations.
- (b) Concessionaire shall provide contactless ordering options.
- (c) All carry-out menu items shall be represented on and germane to the restaurant’s menu.
- (d) Menu offerings shall be of high quality and offer good value to customers.
- (e) Menus shall include items to address dietary restrictions in a meaningful way, which shall include gluten-free, vegetarian, dairy-free, and vegan options at a minimum. Such menu items shall be specific to each concept rather than providing the same offerings at all concepts.
- (f) Portion-appropriate menu items for children shall be available.
- (g) Portion size shall support good health.
- (h) Local agricultural and food products shall be used when available.
- (i) Courtesy tap water shall be available to the public.

#### 10.11 Operating Hours.

##### (a) Hours of Operation.

(1) Concessionaire shall ensure that the Leased Premises are open for business without interruption during the Hours of Concession Operation, providing all goods and services required by this Agreement.

(2) Each concession must be open for business every day of year, without exception. Concessions shall open at least 90 minutes before the first commercial flight departure from the Air Terminal. Airside concessions shall remain open until the last flight departs. Landside concessions shall remain open until the last flight arrives. Current flight schedules can be found on the Authority website: <http://www.hollywoodburbankairport.com/flight-information/>.

(3) The Authority may, in its sole discretion, require the Hours of Concession Operation to change during the Concession Period. Concessionaire shall operate the Leased Premises as required which, if requested by the Authority, may be 24 hours per day.

(b) Extension of Hours of Operation. In the event of emergencies, delayed flights, flight diversions, and flight disruptions (weather event), Concessionaire shall remain continuously open and provide all goods and services as required by this Agreement beyond the then current hours of operation until the delayed flight departs the gate or other irregular operation ends as instructed by the Authority.

(c) Failure to Open. Failing to open for business within 15 minutes of the required opening time, closing early, or continually operating the Leased Premises not in accordance with the hours of operation shall constitute a violation of this Section and grounds for the Authority to assess liquidated damages per Article 12.

(d) Posted Hours of Operation. Concessionaire shall prominently post the hours of operation for the Leased Premises in a format approved by the Authority.

10.12 Food Hall Setup. For Pkg #1 only, Concessionaire shall ensure that all tables, chairs, counters, trash receptacles, and other fixtures in the food hall are clean; all tables and chairs are arranged appropriately to serve customers; and any common condiment or utensil dispensers are stocked each morning prior to concession locations opening for business.

10.13 Store Personnel and Employees.

(a) Staffing.

(1) Concessionaire shall hire, train, supervise, and deploy a sufficient number of personnel to service customers in a timely and efficient manner at all Hours of Concession Operation and to perform this Agreement.

(2) All customers shall receive prompt, attentive, and courteous service. Processing of customer purchases, returns, and exchanges shall be prompt. Receipts shall be properly itemized; precisely reflect the actual sale of products; present individual prices, totals and taxes, if any; and include the date, time and location of the transaction. If the customer service standards set forth in this Section are not being met, the Authority may require Concessionaire to add additional personnel. Concessionaire shall adjust personnel levels in accordance with peak travel times, including spring break, holidays, conventions, and events.

(b) General Manager.

(1) Concessionaire shall appoint a General Manager to oversee and manage the performance of the Leased Premises and represent and act on behalf of Concessionaire. The General Manager shall have full authorization to make day-to-day business decisions on behalf of Concessionaire with respect to the Leased Premises including authorization to control the conduct and demeanor of Concessionaire's personnel. The General Manager shall represent Concessionaire in dealings with the Authority and shall coordinate all concession activities with the Authority. The General Manager shall be located onsite at the Airport and shall be available during the Authority's regular business hours. The General Manager shall designate a qualified, competent, and experienced subordinate to be in charge and available during his/her absence during Concessionaire's regular operating hours.

(2) Should managers or employees of Concessionaire engage in improper or illegal acts at the Airport or violate the Airport Rules and Regulations or this Agreement, Concessionaire shall take appropriate disciplinary action, including written reprimands, fines, and discharge. Concessionaire shall notify the Authority in writing of any change in management within 24 hours.

(3) Concessionaire shall provide the Authority a list of managers and corporate representatives and their telephone numbers and e-mail address, for emergency purposes.

(c) Additional Personnel Requirements. Concessionaire shall ensure that its personnel conform to the following minimum applicable rules and procedures:

(1) All employees shall be clean, neat, professional, courteous, appropriately and professionally attired, and wear the Airport's identification security badge at all times.

(2) All employees shall give directions and general assistance to the public.

(d) Authority's Right to Object. The Authority shall have the right to object to the demeanor, conduct, and appearance of any personnel of Concessionaire or any of its invitees or those doing business with it. Immediately upon notice of objection by the Authority, Concessionaire shall take all steps necessary to remedy the cause of the objection.

10.14 Delivery of Goods. Concessionaire shall make all deliveries of money, supplies, goods, products, and food and beverage items in such manner as to not interfere with Airport operations. Emergency deliveries may be made at other times subject to prior arrangements with the Authority.

#### 10.15 Receiving Dock.

(a) Subsequent to the execution of this Agreement, the Authority may establish a CRDC to provide logistics services for Concessionaire and other persons.

(b) In connection with the implementation of such program, the Authority may contract with a third party to operate the CRDC and provide receiving, distribution, delivery, returns, and food recovery services to the Airport ("CRDC Operator"). Expenses affiliated with the CRDC Operator shall be paid by the Authority and an allocable share of the Authority Logistics Costs shall be passed through to Concessionaire as Additional Rent pursuant to Section 5.3.

(c) Upon institution of a CRDC:

(1) All deliveries of supplies, materials, inventory or merchandise, and products required to support the operations of Concessionaire shall be made to the CRDC.

(2) No deliveries of any items shall be made by any persons or entities directly to the Airport Terminal without the prior written authorization of the Executive Director, and the Executive Director shall have the right to revoke any such authorization at any time and for any reason.

(3) Following notice of all shipments for all items received at the dock area, Concessionaire shall be responsible, at its sole expense, for promptly transporting such items

from the dock area to storage or the Leased Premises unless additional delivery services are established as part of the new logistics procedures.

(4) Equipment to be utilized, methods of operation, and employment of personnel shall be at the sole determination of the Authority as they relate to the transporting of supplies, materials, inventory or merchandise, and products in the Airport Terminal and at the Airport and shall be in compliance with applicable laws and the Airport Rules and Regulations.

(5) The dock area controlled by the Authority may be located within the airfield of the Airport and may be subject to post-security regulations. Delivery vehicles may have to be escorted to the dock by authorized service personnel and vehicles. The Authority shall have the right to establish rules and regulations with respect to such deliveries including:

(a) Restrictions on delivery times (days and hours), staging areas for delivery vehicles (if any), and the time period in which any vehicle may remain in the dock area or CRDC.

(b) Methods of delivering supplies, materials, inventory or merchandise, and products from the dock area to storage and/or the Leased Premises, such as pallet or plastic wrap requirements.

(c) Delivery vehicle escort guidelines, rules, instructions, and training.

(d) Concessionaire acknowledges that the Authority will not be responsible for and will have no liability related to the operation of (or the failure to operate) the CRDC or related services. Concessionaire waives all claims against the Authority for operation (or failure to operate) of the CRDC, including lost profits, consequential damages, or any other losses or damages whatsoever.

(e) Subject to the Authority's prior approval, the CRDC Operator may establish rules and procedures regarding the operations of the CRDC and the services provided at the Airport, including CRDC operating hours, scheduling and acceptance of Concessionaire's deliveries to the CRDC, scheduling and place of deliveries to the Airport Terminal, and transportation of goods and related equipment such as pallets, storage bins, and racks in and between the Airport Terminal and the CRDC. Concessionaire shall conform to the CRDC rules and procedures as they may be modified from time to time. Upon implementation of a CRDC, the Authority may discontinue all direct deliveries to the Airport Terminal.

10.16 Transporting Goods. Concessionaire shall use only carts or conveyances approved by the Authority for transporting goods that are sealed, leak-proof, and equipped with pneumatic wheels suitable for operating on carpet or other flooring without creating damage and noise pollution.

10.17 Badging and Security Requirements. All Concessionaire Agents who work at the Airport shall apply for and be issued a security identification badge prior to beginning work at the Airport. Concessionaire shall be responsible for ensuring personnel, vendor, and contractor compliance with all security rules, regulations, and procedures including those issued by the TSA

and the Authority. The rules, regulations, and procedures of the TSA and the Authority regarding security matters may be modified from time to time and Concessionaire shall comply with all modifications. Concessionaire shall pay all costs associated with obtaining the required security identification badges and security clearances for its personnel, including the costs of training, fingerprinting, and badging as established by the Authority.

10.18 Point of Sale System.

(a) Concessionaire shall install a POS system to accurately record all business transactions occurring in each concession location for accounting, reporting, and auditing purposes as set forth herein.

(b) POS systems used at the Airport shall have the following features:

(1) Multiple segregated category addresses to allow for accurate and complete reporting of Gross Receipts by various goods and services categories.

(2) The capability of recording transactions by sequential control number to an audit tape or computer file.

(3) The capability of recording any discounts that are applied to a transaction.

(4) The capability of printing a transaction history to tape or computer file by category of goods or services, time of day, day, month, and year by category.

(5) The capability of printing customer receipts showing the transaction amount, the amount tendered, the amount of change due to the customer, and the time, date, and location of the transaction. Additionally, the customer receipt shall show Concessionaire's contact information including name, phone number and e-mail address for any customer concerns, complaints, or questions.

(6) A fee display of sufficient size and legibility that is placed in a location visible to the customer during a transaction.

(7) A secure transaction audit tape or ASCII transaction file on a removable storage device.

(c) Concessionaire shall submit data pertaining to sales and refunds, the number and the average value of transactions, and such other POS information as the Authority may request within 60 days. To the extent that the Authority requests continual access to POS data, the type of data and frequency of sharing shall be mutually agreed upon by the parties. The Authority shall not be obligated to pay the cost of, or furnish Concessionaire with, the technology, equipment, software, or systems necessary for the implementation of the POS system.

10.19 Payment Options; Cash Handling and Credit Card Requirements.

(a) Concessionaire shall provide contactless payment options and implement technology to offer non-printed and paperless receipts.

(b) Concessionaire shall observe cash-handling and record-handling procedures in accordance with accounting and financial control best practices and to provide timely and accurate reports to the Authority. The Authority may at any time request a copy of these procedures. The Authority shall have the right to monitor and test all of Concessionaire's procedures and controls and require Concessionaire to make changes to its procedures.

(c) Concessionaire shall comply with the then-current Payment Card Industry Data Security Standard requirements. Additionally, as payment by customer to Concessionaire for products and services, Concessionaire shall accept cash, airline vouchers, debit cards, and at least three nationally recognized credit cards (including American Express, MasterCard, VISA, Discover), and such other cards as designated by the Authority. Concessionaire shall accept cash as payment for any customer transaction at any location within the Leased Premises unless the concession operated is a local, national, or regional brand that does not accept cash at its off-airport locations. Further, the Authority requires the implementation of expedited and contactless payment options, which may include MasterCard PayPass®, Apple Pay, and Google Pay to ensure prompt and efficient customer service. Self-pay and kiosk technology may also be implemented as approved by the Authority to enhance customer processing speed. No minimum credit or debit card purchase amount or charge for credit or debit card purchases is allowed.

(d) Concessionaire shall participate in all advertised sales or promotions, by whatever media outlet, conducted by its parent corporation, its franchisor, licensor, or its selected operating brands.

(e) Concessionaire must make every reasonable effort to ensure that all corporate advertisements that list multiple locations list the Airport as a participating location of the promotion or sale. In the event that participation in a sale or promotion harms Concessionaire, Concessionaire may request, in advance of the sale or promotion, in writing to the Authority to be exempted from participation. In the event that the Authority determines an advertised sale or promotion is harmful or will have a negative impact on the Airport, the Authority may prohibit Concessionaire from participating in the advertised sale or promotion. Once the Authority has made the determination that an advertised sale or promotion is harmful to the Airport, it will notify Concessionaire in writing, and Concessionaire will have 24 hours to remove any advertisements for the sale or promotion from the Leased Premises.

10.20 Customer Service Complaints. All customer complaints referred to Concessionaire by the Authority shall be responded to by Concessionaire within 48 hours of notice. A written copy of Concessionaire's response shall be delivered to the Authority within the 48-hour period.

10.21 Health and Safety Standards.

(a) Concessionaire shall comply with all health and sanitary regulations adopted by the California Department of Health and any other government entity with jurisdiction. Concessionaire shall give access, for inspection purposes, to duly authorized representatives of all such government entities and third-party contractors. Concessionaire shall provide the Authority

with copies of all inspection reports by other health and sanitary governing bodies and third-party contractors within 48 hours of receipt. Any discrepancies identified as a result of an inspection, shall be remedied within the applicable time allotted by the inspector and documentation is to be provided to the Authority supporting compliance.

(b) Concessionaire's General Manager and/or designated key employee shall remain with the inspector during the inspection visit to the Leased Premises and correct issues immediately, if applicable. Any issues not corrected immediately, shall be corrected prior to inspector's follow-up inspection date.

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

#### 10.22 Sustainability.

(a) For food service concessions, all carry-out menu items shall be represented on, and germane to, the restaurant's menu and must be packaged in high-quality, easy-to-carry packaging that is environmentally conscious. All packaging and utensils for take-away items shall be compostable and easily carried and unpacked to consume food on an airplane.

(b) Retail concessions shall provide compostable consumer-facing packaging (except for pre-packaged items), and all customer bags shall be made from recyclable materials or able to be recycled.

(c) Concessionaire shall operate in a manner consistent with the Sustainability Program and participate in the Sustainability Program at its own expense.

#### 10.23 ACDBE.

(a) Concessionaire shall comply with the Authority's ACDBE Program, implemented under its Airport Concession Disadvantaged Business Enterprise Program Plan, as modified by the Authority from time to time.

(b) This Agreement is subject to the federal requirements of 49 C.F.R. Part 23 (Participation of Disadvantaged Business Enterprise in Airport Concessions). The Authority shall implement a monitoring and enforcement mechanism to ensure compliance with 49 C.F.R. Part 23 to ensure that work committed to ACDBEs at contract award is actually performed by the ACDBEs. This mechanism will provide for a running tally of actual ACDBE attainments (e.g. payments actually made to ACDBE firms), including a means of comparing these attainments to commitments. This will be accomplished by annual audits of all types of concession activities. As applicable, audits shall be performed of financial, operational, and certified payroll records including any other applicable documents maintained by Concessionaire. Audits shall be undertaken at Concessionaire's offices located at the Leased Premises or in an Airport Terminal conference room.

10.24 Concessionaire's Standards. At least 30 days before the start of the Concession Period, Concessionaire shall submit to the Authority the following (collectively, the "Concessionaire Operations Standards Packet"): standards, plans, and manuals for customer service, maintenance schedule, and operations. Concessionaire shall make revisions according to the Authority's reasonable requests. Upon approval by the Authority, the Concessionaire Operations Standards Packet shall be attached to this Agreement as Exhibit H. Concessionaire shall promptly provide the most recent updates to the Concessionaire Operations Standards Packet upon the Authority's request at any time. Concessionaire shall ensure continuous adherence to the Concessionaire Operations Standards Packet, in addition to other standards set forth in this Agreement.

10.25 Smoking Restrictions. Concessionaire shall comply with the City of Burbank's ordinance regulating smoking in places patronized by the public.

10.26 Worker Retention Policy. Concessionaire shall comply with the Worker Retention Policy set forth in Exhibit J.

## **ARTICLE 11 MAINTENANCE**

### 11.1 General Responsibility to Maintain Leased Premises.

(a) Concessionaire shall, at its sole expense, ensure that the Leased Premises are operated in a first-class manner. Concessionaire shall be responsible for maintenance of the following parts of the Leased Premises: (i) ceilings, floors, interior walls, non-structural components of exterior walls, store fronts, windows, doors (including locks), plate glass, showcases, skylights, backflow devices and equipment entrances, and vestibules; and (ii) trade fixtures, furniture and other personal property.

(b) All maintenance, repairs, finishing, and replacements shall be of quality at least equal to the original in materials and workmanship. All work, including finishing colors, shall be subject to the prior written approval of the Authority after submittal of a Leasehold Improvement Application.

(c) Concessionaire shall not:

(1) Permit mechanical equipment to have any unreasonable vibration or noise or operate at less than good working order and condition.

(2) Commit or permit waste or a nuisance upon the Leased Premises.

(3) Permit or cause foul odors to emanate or be dispelled from the Leased Premises.

(4) Solicit business in the Public Areas, nor distribute advertising matter to, in, or upon any Public Areas, without the prior written consent of the Authority.



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

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

(7) Install any public address or paging system on the Leased Premises.

(8) Operate any vending machines on the Leased Premises that have not received prior approval from the Authority.

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

(10) Use the Leased Premises for lodging or sleeping purposes or to perform personal hygiene activities.

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

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

(d) Upon request by the Authority, Concessionaire shall provide the Authority a written schedule of Concessionaire's cleaning and maintenance program. No less than 30 days prior to the Concession Period, Concessionaire shall establish a preventive and routine cleaning and maintenance program.

11.2 Janitorial Service. Concessionaire, at its sole expense, shall provide all janitorial services for the Leased Premises. Concessionaire shall ensure that the Leased Premises are kept clean and free from all rubbish and refuse. For Pkg #1 of the Leased Premises only, for food hall janitorial services spaces contracted by the Authority, Concessionaire shall pay its allocable share of such cost as Additional Rent, within 30 days of the Authority's invoice.

11.3 Pest Control. The Authority may contract with a third party for pest control services for the Airport Terminal, inclusive of the Leased Premises. In such event, Concessionaire shall provide access to the Authority's contractor for such services. Concessionaire shall pay its allocable share of such cost as Additional Rent, within 30 days of the Authority's invoice. At any time that the Authority's contracted pest control services are in place, Concessionaire may contract for additional pest control services, at Concessionaire's sole expense but only if Concessionaire has obtained the Authority's prior written consent.

11.4 Plumbing and Drain Maintenance Program. Concessionaire, at its sole expense, shall provide routine plumbing services for the Leased Premises and shall hire a licensed contractor to perform monthly preventative drain maintenance. Concessionaire shall ensure that activities within the Leased Premises do not damage or harm the central water, plumbing, and sewer infrastructure at the Airport. Concessionaire shall properly maintain all water hook-ups within the

Leased Premises. Concessionaire shall furnish the Authority with a copy of its plumbing contract, monthly service schedule, and monthly service reports, as directed by the Authority. Concessionaire shall coordinate with the Authority and other concessionaires to provide the most effective plumbing services for the Airport. Concessionaire shall coordinate and comply with the cleaning and routine maintenance recommendations of the Authority.

11.5 Grease Traps and Grease Interceptors.

(a) Concessionaire, at its sole expense, shall have a certified contractor clean and remove all grease within the grease traps and grease interceptors at a minimum of one time per month. Proof of cleaning shall be submitted to the Authority within 48 hours of cleaning.

(b) The Authority may elect to increase the frequency with which the grease traps and grease interceptors are to be cleaned based on Concessionaire's operation.

11.6 Kitchen Exhaust Hoods. Concessionaire, at its sole expense, shall have a certified contractor clean the kitchen exhaust hoods at a minimum of at least one time per month. Proof of cleaning shall be submitted to the Authority within 48 hours of cleaning. Baffle kitchen filters shall be cleaned daily by Concessionaire and baffle kitchen filter cleaning shall be incorporated on Concessionaire's daily checklist.

11.7 Used Cooking Oil Collection and Disposal. Concessionaire shall collect and dispose of used cooking oil, including participation in any used cooking oil collection program mandated by the Authority. Concessionaire shall provide the following:

- (a) An upright grease caddy.
- (b) Regular cleaning of the grease caddy.
- (c) Storage of grease caddy within the Leased Premises.

11.8 Ansul Fire Suppression Systems.

(a) Concessionaire, at its sole expense, shall have a certified contractor inspect the Ansul Fire Suppression System every six months. Verification of this service completion shall be sent to the Authority within 48 hours of inspection.

(b) Concessionaire shall allow quarterly and post-incident inspections conducted by the Airport and City of Burbank Fire Departments. Concessionaire shall comply with all California Fire Codes and National Fire Protection Association regulations. Additionally, Concessionaire shall rectify code violations by re-inspection dates set by the Authority's Fire Inspector.

11.9 Water Use. Concessionaire, at its sole expense, shall maintain and service all water heaters within the Leased Premises. Water use in the Leased Premises shall be metered at Concessionaire's sole expense as stated in the CTDCM.

11.10 Trash, Waste, and Refuse. Concessionaire, at its sole expense, shall comply with any Airport-wide waste diversion programs, including recycling and composting programs. Concessionaire shall take appropriate action in the handling of waste materials to prevent the presence of rodents and other vermin. Concessionaire shall keep all garbage materials in durable, fly-proof and rodent-proof, fireproof containers that are easily cleaned. The containers shall have tight-fitting lids, doors, or covers, and shall be kept tightly covered when material is not being deposited in them. Concessionaire shall clean the containers daily to prevent odors. Concessionaire shall not allow boxes, cartons, barrels, or other similar items to remain within view of Public Areas. Concessionaire shall not deposit any of its trash or other refuse in any containers except those designated for Concessionaire's trash.

11.11 Lighting. Concessionaire, at its sole expense, shall install and maintain all lighting fixtures and wiring for general illumination of the Leased Premises, including the bulbs and ballast. Concessionaire shall ensure that activities within the Leased Premises do not damage or harm the central electricity infrastructure at the Airport. Concessionaire shall coordinate and comply with the cleaning and routine maintenance requirements of the Authority.

11.12 Electricity Meter. Electric use in the Leased Premises shall be metered at Concessionaire's sole expense as stated in the CTDCM. Concessionaire shall ensure that activities within the Leased Premises do not damage or harm the central electricity infrastructure at the Airport. In the event a meter cannot be accommodated in a concession location, the Authority shall prepare a monetary estimate for such location of annual utility consumption, which shall be payable monthly and adjusted from time to time by the Authority based on increases in utility rates.

11.13 HVAC. The Authority, at its sole expense, shall install and maintain any ductwork and other HVAC connections to the Leased Premises. Concessionaire shall properly maintain the ductwork and other connections within the Leased Premises as stated in the CTDCM. Concessionaire shall ensure that activities within the Leased Premises do not damage or harm the central HVAC infrastructure at the Airport. Concessionaire shall coordinate and comply with the cleaning and routine maintenance recommendations of the Authority.

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

11.15 Routine Refurbishment. On or about the commencement of each Fiscal Year, representatives of the parties shall tour the Leased Premises and jointly agree upon what, if any,

routine refurbishment is required to maintain the Leased Premises in first class condition. Concessionaire shall undertake such refurbishment at its sole expense no later than 30 days after such tour and complete such refurbishment within the timeframe set by the Authority based on the extent of the work to be accomplished. If the parties cannot agree upon the type and extent of routine refurbishment, the Authority may determine the routine refurbishment required for that Fiscal Year. For purposes of this Section, routine refurbishment shall mean the routine repainting, repair, or redecoration of areas within the Leased Premises including the replacement or repair of worn carpet, tile, furniture, furnishings, fixtures, or finishes.

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

11.17 Frequency Protection. If Concessionaire installs, in accordance with the CTDCM and with the Authority's approval, any type of radio transceiver or other wireless communications equipment, Concessionaire shall provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the FAA for the vicinity of FAA Transmitter or Receiver facilities. Frequency protection shall also be provided for all other frequency bands operating in the vicinity of Concessionaire's equipment. If frequency interference occurs as a result of Concessionaire's installation, the Authority may shut down Concessionaire's installation until appropriate remedies to the frequency interference are made by Concessionaire. Remedies may include relocation of Concessionaire's equipment to another site. The cost to remedy the frequency interference shall be solely at Concessionaire's expense. Concessionaire acknowledges that any paging or audio systems installed by Concessionaire may be used by the Authority to announce any notification or emergency at the Airport. The Authority shall not be liable to Concessionaire for any use of the paging or audio systems installed by Concessionaire.

11.18 Additional Requirements.

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

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

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

11.19 Authority's Responsibility.

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

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

**ARTICLE 12**  
**LIQUIDATED DAMAGES FOR CONFORMANCE TO STANDARDS**  
**AND OTHER FAILURE TO PERFORM**

12.1 General.

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

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

(c) Payment of liquidated damages shall be due within 15 days of assessment.

## 12.2 No Grace Period for Certain Violations.

(a) For a violation of a requirement regarding hours of operation, construction, health and safety, delivery and vendor access infractions, the Authority may assess liquidated damages without providing any cure period.

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

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

## 12.3 Liquidated Damages Amounts.

(a) For each Unit Location, the Authority may assess \$1,000 per day that Concessionaire fails to complete the Initial Improvements by the Build-Out Deadline until Concessionaire has completed the Initial Improvements (“Construction Delay Damages”).

(b) For each Unit Location, the Authority may assess \$500 per day that Concessionaire fails to complete the Midterm Refurbishment by the applicable deadline until Substantial Completion is reached.

(c) For all other violations:

(1) The liquidated damages for the first violation of a requirement during a consecutive 12-month period shall be \$500.

(2) The liquidated damages for the second violation of the same requirement during any consecutive 12-month period shall be \$750.

(3) The liquidated damages for the third violation of the same requirement during any consecutive 12-month period shall be \$1,000. Thereafter, the liquidated damages for a violation of the same requirement within 12 months of the immediately prior offense shall be \$1,000 per instance.

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

(e) For any failure to submit the Annual Rent Report for a Fiscal Year by the applicable deadline, the Authority may, in addition to subsection (c), assess an amount up to 5% of the MAG for such Fiscal Year.

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

- (a) Violation of use of Leased Premises.
- (b) Failure to serve customers during the Hours of Concession Operation.
- (c) Failure to submit Rent, documents, or reports when due.
- (d) Failure to maintain competent, qualified, and trained staff of sufficient quantity to support customer service and quality standards.
- (e) Failure to remedy customer service, cleanliness, quality assurance, operations, and/or facility standards.
- (f) Failure to comply with the Pricing Policy.
- (g) Failure to label products with prices, nutrition information required by law, and other commonly accepted practices.
- (h) Failure to comply with Leased Premises boundaries and lease lines.
- (i) Failure to comply with receiving and delivery requirements set by the Authority.
- (j) Failure to comply with waste disposal and recycling policies and standards set by the Authority.
- (k) Failure to provide maintenance, and adequate related records on a monthly basis and/or display manifest reports on file in each location.
- (l) Unauthorized advertising or signage
- (m) Destruction of or damage to the Airport caused by Concessionaire or Concessionaire Agents.
- (n) Failure to provide timely notice in connection with an indemnification event pursuant to Article 22.
- (o) Failure to comply with applicable law.

**ARTICLE 13**  
**DEFAULT EVENTS; REMEDIES**

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

- (a) (i) The voluntary or involuntary appointment of a receiver, trustee or liquidator to take possession of all or substantially all of the assets of Concessionaire when such appointment is not dismissed, terminated or vacated in 30 days; or (ii) a general assignment by Concessionaire for the benefit or protection of creditors; or (iii) Concessionaire’s admission of its inability to pay its debts as they become due; or (iv) any action taken against or suffered by Concessionaire under any statute relating to insolvency, bankruptcy, reorganization, arrangement,

composition, liquidation, dissolution or other relief for debtors; unless, in the case of an involuntary petition filed against Concessionaire to have Concessionaire adjudged a bankrupt or for reorganization or arrangement, the petition is dismissed within 30 days.

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

(c) An attempted or purported assignment, sublease, transfer, conveyance, mortgage, grant of security interest, hypothecation or other encumbrance of all or any part of Concessionaire's rights or interests under this Agreement or in the Leased Premises, except as expressly permitted by this Agreement.

(d) Concessionaire abandons, deserts, or vacates any part of the Leased Premises or discontinues operation of a Unit Location without the prior written consent of the Authority for a period of five or more days during any period of 12 consecutive months.

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

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

(g) Failure by Concessionaire to pay, when due, any Rent (including Space Rent and any other amounts under this Agreement), where such failure continues for 15 days after notice (any such notice provided in this Section shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure Section 1161).

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

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

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

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



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

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

(2) The worth at the time of termination of the Space Rent (defined in Section 13.2(d) below) which would have accrued under this Agreement from the date of termination until the Expiration Date less the worth at the time of termination of the amount of such Rent less that Concessionaire proves could have been reasonably avoided; and

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

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

(c) If the Authority terminates this Agreement pursuant to Section 13.2(a), unless and until removed in accordance with Section 17.1, the Authority may take exclusive possession of all of Concessionaire's fixtures, furniture, equipment, improvements, additions, alterations and other personal property on the Leased Premises or other areas of the Airport, and to use the same, without rent or charge, until all defaults are cured, or, at its option, to require Concessionaire to forthwith remove to same.

(d) For computing "worth at the time of termination of the Space Rent" referred to in Section 13.2(a)(2), the annual Space Rent shall be assumed to be the greater of: (i) the then current MAG, or (ii) the average Space Rent for the immediately preceding two full Fiscal Years, and the "worth at the time of termination" shall be computed by discounting such amount at one percentage point above the discount rate of the Federal Reserve Bank of San Francisco at the time of termination.

### 13.3 Waiver by Concessionaire.

(a) In the event of the lawful exercise by the Authority of any one or more of its rights and remedies, Concessionaire waives any and all rights of redemption or relief from forfeiture under Code of Civil Procedure Section 1174 or 1179, or under any other laws, and further releases the Authority from any and all claims, demands and liabilities by reason of such exercise by the Authority.

(b) Concessionaire waives all claims and demands against the Authority for damages or loss arising out of or in connection with any re-entering and taking possession of the Premises following a Default Event.

(c) Except as shall arise out of the sole active negligence or the sole willful misconduct of the Authority, Concessionaire waives any and all claims or causes of action against the Authority, its officers, employees and agents:

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

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

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

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

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

13.7 Default by the Authority. The Authority shall not be deemed to be in default in the performance of any obligation unless and until it has failed to perform such obligation within 60 days following the delivery by Concessionaire of written notice specifying the obligation the Authority has failed to perform; provided, however, in the event that the nature of the Authority's obligation is such that more than 60 days are required for its performance, the Authority shall not be deemed to be in default if it shall commence such performance within such 60 day period and thereafter diligently prosecutes the same to completion. In the event of the Authority's default under this Agreement, subject to the notice and cure provisions described above in this Section, Concessionaire's sole remedy shall be to terminate this Agreement and recover an amount up to the Net Book Value of Leasehold Improvements less any Rent then accrued and due, with no further obligation or liability by any either party.

## **ARTICLE 14 DAMAGE AND DESTRUCTION**

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

(a) This Agreement shall not terminate, and Concessionaire shall commence and complete, as soon as is reasonably possible, at its sole expense the repair or restoration of the Leased Premises, to substantially the same or better condition as they were in immediately before the destruction, injury, damage or loss.

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

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

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

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

(c) Concessionaire shall continue to pay, except as otherwise provided in this Article, Space Rent and all Additional Rent, and shall perform any other obligations which

Concessionaire is required to perform (except for those obligations that are not feasible to be performed during any period of repair or restoration caused by total or partial destruction of the Leased Premises).

#### 14.3 Authority's Election to Terminate.

(a) In the event the Leased Premises is damaged or destroyed, whether by insured or uninsured casualty, and the repair or restoration of the damage or destruction cannot be repaired or restored within six months after the date of such damage or destruction, the Authority may terminate this Agreement. The Authority may, at its option, within 30 days after the date of such destruction event give notice of Authority's intention to terminate this Agreement as of the date of the destruction event.

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

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

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

14.4 Concessionaire's Election to Terminate. With respect to a Leased Unit Location, if damage to or destruction of more than 50% of the Leased Unit Location, which damage or destruction cannot be reasonably repaired or restored within six months after the date of commencement of the repair or restoration, Concessionaire may terminate this Agreement with such Leased Unit Location only if all of the following conditions are met:

(a) The Leased Unit Location is damaged or destroyed by any casualty not covered under an insurance policy required to be maintained by Concessionaire pursuant to this Agreement.

(b) The damage to or destruction of the Leased Unit Location was not caused by any act or omission of Concessionaire, Concessionaire's agents, contractors or employees, or subtenants.

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

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

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

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

(a) The Authority shall determine, in the Authority's sole discretion, whether to repair any damage to any areas or facilities of the Airport other than the Leased Premises.

(b) If that portion of the area of the Airport adjacent to the Leased Premises is damaged, and ingress to and egress from the Leased Premises is totally or substantially prevented, or the Authority cannot complete the repair or restoration within six months after the commencement date of repair or restoration, the Authority may repair or restore the damage or give Concessionaire notice of the Authority's intention to terminate this Agreement.

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

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

14.8 Waiver by Concessionaire. Concessionaire waives the provisions of Civil Code Sections 1932, 1933, and 1941 through 1942, inclusive, and of any law that is contrary to the obligations of Concessionaire under this Section or that relieves Concessionaire from such obligations, or that places upon Authority obligations to repair or restore the Leased Premises.

Under no circumstances shall Authority have any obligation to repair or replace any damaged or destroyed portion of the Leased Premises, except as may be expressly provided in this Agreement.

## **ARTICLE 15 CONDEMNATION**

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

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

15.3 Termination on Total Condemnation. If the Leased Premises are totally taken by condemnation, this Agreement shall terminate as of the date that title to the Leased Premises is taken by the condemnor.

15.4 Termination on Partial Condemnation.

(a) If there is a partial taking of the Leased Premises, this Agreement shall continue in full force and effect, except as may be terminated (or partially terminated) pursuant to this Section.

(b) With respect to any Unit Location, if the partial taking results in the loss of one-third or more of the total area of the Unit Location, and the Authority (at the Authority’s discretion) does not offer a replacement location at the Airport Terminal of comparable size to (or larger than) to the Unit Location (based on the square footage before such taking), then Concessionaire may terminate the Agreement with respect to such Unit Location. If Concessionaire elects to terminate, it shall provide written notice to Authority within 30 days of the final determination of the extent of the intended taking.

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

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

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

**ARTICLE 16**  
**RELOCATION OF LEASED PREMISES; TERMINATION FOR CONVENIENCE**

16.1 Performance. In the event that Concessionaire either (a) experiences a decrease in its sales per Enplanement of more than 20% for the Leased Premises (as a whole), or more than 20% at a Unit Location, for two quarters in any consecutive 12-month period, (b) loses the franchise contract rights under which the concession for the Leased Premises, or a Unit Location, was operated, (c) loses licensing contract rights that affect 20% or more of the annual Gross Receipts for the Leased Premises, or a Unit Location, was operated, or (d) experiences a decline in Gross Receipts for the Leased Premises, or at a Unit Location, for two consecutive years without a corresponding decrease in the number of Enplanements for the same two-year period, the Authority may initiate a discussion with Concessionaire about termination of this Agreement with respect to the Leased Premises or the subject Leased Unit Location. Upon consensus of the parties, a termination agreement shall be executed under which the Authority shall agree to remarket the subject Unit Location(s) and Concessionaire shall agree to terminate the Agreement with respect to, and vacate, each affected Unit Location if and when a new tenant agreement therefor is executed and the new tenant design is approved by the Authority. The related termination agreement will include a provision for payment to Concessionaire of an amount equal to the Net Book Value of Leasehold Improvements of the terminated Unit Location, due no later than 60 days after the termination date. This provision is in addition to, and does not override, the Authority's right under Section 2.5(c).

16.2 Authority Election to Terminate, Reduce or Relocate. If at any time the Authority determines that the Leased Premises (or any portion thereof) are necessary for the operation or convenience of the Airport, the Authority may require Concessionaire to close, reduce or relocate (to a location designated by the Authority) the Leased Premises, or any discrete portion thereof pursuant to this Section. In such event:

(a) If the Authority elects to terminate this Agreement with respect to the entire Leased Premises, the Authority shall notify Concessionaire of this election at least 120 days before the date of termination. In such case, the Authority shall pay to Concessionaire an amount equal to the Net Book Value of Leasehold Improvements of the Leased Premises, due on no later than 60 days after the termination date.

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

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

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

(e) If Concessionaire rejects the relocation offer, or if the parties are unable to reach agreement regarding relocation cost (and if no related agreement is executed by the 20th day before the proposed date of relocation, it shall be conclusive proof that the parties cannot reach agreement), the Authority may elect to terminate this Agreement with respect to the portion of the Leased Premises to be deleted. In that case, the Authority shall pay to Concessionaire an amount equal to the Net Book Value of Leasehold Improvements applicable to the deleted portion of the Leased Premises.

(f) None of the foregoing shall impede Authority's right or the Airport Police's exercise of power to require Concessionaire to vacate any portion of the Leased Premises to protect security at the Airport, for public health and safety reasons, or if otherwise required by law, or the Authority's right to exercise remedies upon a Default Event. In case of a Default Event, Article 13 shall govern.

16.3 Net Book Value of Leasehold Improvements. "Net Book Value of Leasehold Improvements" shall mean the dollar amount generated through application of the following rules (provided, if the relevant Agreement provision calls for a calculation of the "Net Book Value of Leasehold Improvement" of only a portion of the Leased Premises, then in each instance below in this Section, "Leased Premises" shall be read as "the relevant portion of the Leased Premises"):

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

(b) Cost of Eligible Improvements. The "Costs of Eligible Improvements" shall mean the direct costs expended by Concessionaire for any Eligible Improvements, including the cost for the demolition of any existing improvements necessary for the installation of such Eligible Improvements. The Costs of Eligible Improvements shall not include any of the Excluded Costs. The Costs of Eligible Improvements shall be determined from Certified Capital Investment Reports timely submitted by Concessionaire or any Authority consent, which information is subject to verification by the Authority. "Excluded Costs" shall mean the following: (i) financing costs; (ii) interest; (iii) inventory; (iv) office equipment and furnishings; (v) pre-opening expenses; (vi) intra-Concessionaire charges related to construction; (vii) with respect to Initial Improvements, professional fees and costs related to design and engineering of Eligible Improvements in excess of 12% of the Initial Capital Investment Amount and construction management costs for the Eligible Improvements in excess of 5% of the Initial Capital Investment Amount; and (viii) with respect to Midterm Refurbishment, professional fees and costs related to the design and engineering of Leasehold Improvements in excess of 12% of the minimum Midterm



Reinvestment and construction management of Leasehold Improvements in excess of 5% of the minimum Midterm Reinvestment.

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

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

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

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

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

(d) Concessionaire shall either:

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

(2) Continue to perform under this Agreement in all respects (including the payment of Rent) until such time as the Authority has entered into one or more agreements with a new concessionaires (provided that, during this period, any time the Authority enters into an agreement with a concessionaire for one of the Unit Locations, such Unit Location shall be deleted from the definition of “Leased Premises” under this Agreement and Concessionaire’s obligations hereunder shall be adjusted accordingly).

**ARTICLE 17**  
**SURRENDER OF LEASED PREMISES; HOLDOVER**

17.1 Surrender of Leased Premises upon Termination.

(a) No notice to quit possession on the termination date of this Agreement shall be given by the Authority. On the Expiration Date or date of earlier termination of this Agreement, Concessionaire shall peaceably surrender possession of the Leased Premises in good condition (reasonable wear and tear, acts of God, fire, and other casualties excepted) and the Authority shall have the right to take possession. Concessionaire shall remove trade fixtures, equipment, and other personal property installed or placed by it in, on, or about the Airport by the Expiration Date (or any earlier termination), subject, however, to any valid lien that the Authority may have for unpaid rents or fees. Removal of Leasehold Improvements shall also be subject to the provisions of Sections of 19.13 and 19.14. Concessionaire shall peaceably with due care not abandon any of its property on the Leased Premises. Property not removed by Concessionaire as of the Expiration Date (or any earlier termination) shall, at the option of the Authority, become a part of the land on which it is located and title shall vest in the Authority. Authority property damaged by or as the result of the removal of Concessionaire's property shall be restored by Concessionaire, at Concessionaire's expense, to the condition existing prior to such damage.

(b) Upon the termination of this Agreement with respect to only a portion, but not all, of the Leased Premises pursuant to this Agreement or any other reason, Concessionaire shall peaceably surrender possession of such portion of the Leased Premises in good condition (reasonable wear and tear, acts of God, fire, and other casualties excepted) and the Authority shall have the right to take possession. The provisions of subsection (a) above shall apply but, for clarification, each case of "Leased Premises" shall be read as the terminated portion of the Leased Premises. No notice to quit possession shall be given by the Authority.

17.2 Holdover after End of Concession Period.

(a) Any holding over after the end of the Concession Period shall not constitute a renewal or an extension or give Concessionaire any rights in or to the Leased Premises. If Concessionaire, with the Authority's written consent, remains in possession of the Leased Premises after the end of the Concession Period, such possession by Concessionaire shall be deemed a month-to-month tenancy terminable by either party on 30 days' notice. During such tenancy, all provisions of this Agreement pertaining to Concessionaire's obligations (including all Rent and any other amounts due) shall remain in effect, to the same extent as the Concession Period. Unless otherwise modified by the Authority in writing, the MAG shall continue to adjust annually.

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

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

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

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

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

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

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

### 17.3 Holdover after Termination of a Portion of Leased Premises.

(a) If this Agreement is terminated with respect to a portion of the Leased Premises ("Released Portion"), any holding over of the Released Portion shall not constitute a renewal or an extension or give Concessionaire any rights in or to the Released Portion. If Concessionaire, with the Authority's written consent, remains in possession of the Released Portion, such possession by Concessionaire shall be deemed a month-to-month tenancy terminable by either party on 30 days' notice. During such tenancy, all provisions of this Agreement pertaining to Concessionaire's obligations (including all Rent and any other amounts due) shall remain in effect, to the same extent as the Concession Period, for the Released Portion. Unless otherwise modified by the Authority in writing, the MAG shall continue to be calculated to include the Released Portion and accordingly continue to adjust annually.

(b) Any holding over, to which the Authority has not consented, shall be construed to be a tenancy at sufferance. With respect to such tenancy of the Released Portion, all provisions of this Agreement pertaining to Concessionaire's obligations shall remain in effect and applicable to the Released Portion to the same extent as the Concession Period, except as modified as follows. The Authority shall determine, based on a method of the Authority's choosing, the highest amount of Space Rent that was allocable to the Released Portion paid by Concessionaire during any month of this Agreement, and multiply that amount by two, to calculate the "Monthly Holdover Space Rent." In addition to all other amounts due under this Agreement, Concessionaire shall pay the Monthly Holdover Space Rent for the holdover of the Released Portion. Without limiting the foregoing and without affecting the Authority's rights with respect to the remaining Leased Premises under this Agreement:

(1) Concessionaire shall provide a 30-day notice of its intent to vacate the Released Portion or shall be subject to a fee equivalent to four months of the Monthly Holdover Space Rent per month during the holdover period.

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

(3) Concessionaire shall be responsible for payment of taxes relating to the Released Portion for the entire following tax year without proration and the Authority shall be entitled to evict Concessionaire from the Released Portion but may still collect Monthly Holdover Space Rent due by Concessionaire.

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

(5) All insurance policies and the Performance Guarantee shall remain in effect with respect to the Released Portion while Concessionaire is in possession of the Released Portion,

(c) Any holding over of the Released Portion without the Authority's written consent is a violation of this Agreement. Nothing in this Section shall not be construed to limit any of the Authority's rights and remedies.

## **ARTICLE 18 REQUIRED CAPITAL INVESTMENT; INITIAL CONSTRUCTION, MIDTERM REFURBISHMENT AND ALTERATIONS**

18.1 General. Concessionaire shall design and construct Leasehold Improvements in accordance with the Authority's, the County of Los Angeles', the City of Burbank's, and other applicable agencies' requirements for the purpose of conducting business with customers. Detailed design and construction standards are provided in the CTDCM. Design and construction of Leasehold Improvements shall substantially reflect the quality, finishes and function of design provided in the Proposal, unless approved by the Authority in its sole discretion. Concessionaire's construction of any Leasehold Improvements (whether Initial Improvements, Midterm Refurbishment, or Alterations) shall be subject to Article 19, in addition to the provisions of this Article.

18.2 CTDCM. All requirements of the CTDCM applicable to the Leased Premises and Concessionaire's design and construction activities at the Leased Premises are incorporated in, and made a part of this Agreement. Concessionaire shall comply with such requirements. Concessionaire's design and construction of the Leasehold Improvements shall meet or exceed the standards set forth in the CTDCM. Concessionaire shall expend funds necessary to meet or exceed the standards of the CTDCM, subject to the approval of the Design Review Committee.

18.3 Minimum Initial Capital Investment; Related Construction Deposit.

(a) For the Pre-Concession Period, Concessionaire shall make, construct, and install Leasehold Improvements (the “Initial Improvements”) pursuant to the Construction Plan, in an amount not less than \$23,272,796 Dollars (“Minimum Initial Capital Investment”) (including architectural and engineering fees; construction costs; mechanical, electrical and plumbing; signs; storefronts; furniture, fixtures and equipment; demolition necessary to accommodate the improvements; and other expenditures, but subject to parameters per Sections 18.7 and 16.3).

(b) Concessionaire shall submit a construction deposit, in the form of a cashier’s check, for the Initial Improvements before the issuance of the Notice to Proceed by the Authority and commencement of construction by Concessionaire’s contractor. The construction deposit will be used to compensate the Authority for damages incurred during construction caused by Concessionaire and/or Concessionaire’s contractor through its acts or omissions to act, as well as ensure Concessionaire’s compliance with the Authority’s project closeout requirements. Upon receipt of the required closeout documentation for the construction of any Leasehold Improvements, as outlined in the CTDCM, the remaining portion of the construction deposit will be refunded to Concessionaire. The Authority shall determine the amount of construction deposit required based on the estimated construction cost of the Leasehold Improvements up to a maximum deposit amount of \$50,000. This construction deposit is in addition to, and not in lieu of, payment bond and performance bond requirements.

#### 18.4 Deadline to Complete Initial Improvements.

(a) Upon the Authority’s issuance of a Notice to Proceed on the Turnover Date, Concessionaire shall commence construction on the Initial Improvements and diligently proceed with construction to complete the Initial Improvements by the Build-out Deadline.

(b) In the event that Concessionaire has not completed the Initial Improvements by the Build-Out Deadline for a location, Concessionaire shall be liable for Construction Delay Damages, in addition to (and not in lieu of) any other rights or remedies the Authority may have.

(c) In addition, if Concessionaire has not completed the Initial Improvements and begun operation by the RPT Opening Date, Concessionaire shall start paying Rent, including Space Rent. In such event, for the Space Rent of any month during which concession operation has not begun, in lieu of using Gross Receipts to calculate “Percentage Rent,” the parties shall use an assumed “Percentage Rent” equal to one-twelfth of the MAG for the First Full Fiscal Year.

#### 18.5 Schedule for Midterm Refurbishment.

(a) No later than 120 days before the sixth anniversary of the RPT Opening Date, the Authority shall conduct a Midterm Refurbishment inspection in cooperation with Concessionaire to identify upgrades and refurbishments required to return the Leased Premises to a “like new” condition, in a manner acceptable to the Authority. The Midterm Refurbishment shall be of quality equal to or better than the Initial Improvements and shall be subject to review and approval by the Authority. The Midterm Refurbishment is in addition to, and not in lieu of, for regular maintenance and repair requirements pursuant to other provisions of this Agreement.

(b) The Midterm Refurbishment shall be completed by the seventh anniversary of the RPT Opening Date, unless otherwise agreed upon by the Authority and Concessionaire.

Failure to complete the Midterm Refurbishment by such deadline may result in an assessment of liquidated damages.

18.6 Required Midterm Refurbishment Investment Amount. For the Midterm Refurbishment, Concessionaire shall invest a minimum of 15% of the Initial Investment Amount (as certified by the Authority at the completion of the Initial Improvements); provided that in no event shall the Midterm Refurbishment investment amount be less than 15% of the Minimum Initial Capital Investment.

18.7 Required Investment Amount Calculation. In determining whether Concessionaire has met the requirements for the Minimum Initial Capital Investment and the Midterm Refurbishments Investment Amount, only Costs of Eligible Improvements will be considered.

18.8 Payment for Required Investment Amount Deficiency. If such costs for the Initial Improvements or Midterm Refurbishment are less than the Minimum Initial Capital Investment or Midterm Reinvestment, the difference shall be payable to the Authority within 30 days of the Authority.

18.9 Alterations. Concessionaire shall not construct, install or make any modifications, alterations, improvement, or additions (“Alterations”) in, on or to the Leased Premises, without obtaining the Authority’s approval (which consent may be granted or withheld in the Authority’s sole and absolute discretion). “New Leasehold Improvements” refer to any Leasehold Improvements created after completion of the Initial Improvements.

## **ARTICLE 19 REQUIREMENTS FOR NEW LEASEHOLD IMPROVEMENTS GENERALLY**

### 19.1 Review and Approval of Plans for New Leasehold Improvements.

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

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

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

(d) Concessionaire shall also comply with standards, procedures, guidelines and any other requirements of the CTDCM; provided that if there is any express conflict between the CTDCM and the provisions of this Agreement, the provisions of this Agreement shall apply.

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

19.3 Entitlements and Permits. No New Leasehold Improvements shall be constructed until Concessionaire has procured and paid for all government approvals required for such New Leasehold Improvements.

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

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

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

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

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

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

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

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

19.8 Concessionaire Agent for Construction Work.

(a) For the construction of the Initial Improvements and each subsequent Alterations (including Midterm Refurbishment), Concessionaire shall designate one or more Concessionaire Agents. In connection with the Initial Improvements, Concessionaire shall inform the Authority, in writing, of the identity of each Concessionaire Agent before the Authority-hosted pre-construction meeting (described in the CTDCM). In connection with all other Alterations (including Midterm Refurbishment), Concessionaire shall inform the Authority, in writing, of the identity of each Concessionaire Agent before the Authority-hosted pre-construction meeting (described in the CTDCM) at the time as the request for approval of such Alteration is submitted.

(b) Each Concessionaire Agent shall be vested with decision-making power to act on behalf of Concessionaire to address any and all issues related to onsite design and construction matters related to such Leasehold Improvements. A Concessionaire Agent is required to be onsite no less than twice weekly during construction; provided, however, the Authority may require full-time onsite project oversight by the Concessionaire Agent, depending upon the complexity of the Leasehold Improvements or other circumstances.



19.9 Authority Assumption of Approved Project. Upon the occurrence of a Default Event by Concessionaire during construction of Leasehold Improvements, the Authority shall have the right to assume the construction and to continue the contracts of Concessionaire with its contractors and suppliers. A provision substantially similar to the following shall be included in all contracts between Concessionaire and its contractors and suppliers in order to comply with this Section:

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

19.10 Certification and As-Built Drawings.

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

(1) A report certified by Concessionaire’s Chief Financial Officer (“Certified Capital Investment Report”) (subject to verification, audit and approval by the Authority).

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

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

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

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

19.11 Certified Capital Investment Report.

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

(b) Concessionaire shall identify which, among such Leasehold Improvements, are Eligible Improvements in accordance with Section 16.3 and also provide the related Cost of Eligible Improvements.

(c) The Certified Capital Investment Report shall also include a depreciation schedule for the Leased Premises, calculated in accordance with Section 16.3(c) (relating to Net Book Value of Leasehold Improvements). Other than the report for the Initial Improvements, each Certified Capital Investment Report shall include updates to the depreciation schedules included in previously submitted Certified Capital Investment Reports.

(d) The information in each Certified Capital Investment Report shall be supported by receipts and lien waivers from all vendors contracted to design and construct the Leasehold Improvements.

(e) For any provision of this Agreement that calls for calculation of Net Book Value of Leasehold Improvements, only those amounts shown in the Certified Capital Investment Report and approved by the Authority will qualify to be included in such calculation.

(f) Failure to timely file a Certified Capital Investment Report may, in the Authority's sole discretion, relieve the Authority of any future obligation regarding payment the Net Book Value of Leasehold Improvements under any provision of this Agreement.

19.12 No Liability of Authority. The Authority shall not be liable for any damage, loss, or prejudice suffered or claimed by Concessionaire, its agents or any other person or entity on account of: (i) the approval or disapproval of any plans, contracts, bonds, contractors, sureties or other matters; (ii) the construction of any Leasehold Improvements or performance of any work, whether or not pursuant to approved plans; (iii) the improvement of or alteration or modification to any portion of the Leased Premises (except to the extent performed by the Authority); or, (iv) the enforcement or failure to enforce any of the covenants, conditions and restrictions contained in this Agreement. The Authority's approval of Concessionaire's plans, or requirement that Concessionaire modify Concessionaire's plans, shall not be deemed the Authority's express or implicit covenant or warranty that such plans are safe or comply with any or all laws.

19.13 Ownership of Leasehold Improvements. Leasehold Improvements installed at the Leased Premises that cannot be removed without causing substantial damage to the Leased Premises shall be part of the Leased Premises and title thereof shall pass to the Authority immediately following installation, free and clear of all liens and encumbrances without payment of any consideration therefor. Concessionaire shall retain ownership of all Removable Fixtures. Concessionaire may remove any of the Removable Fixtures at any time during the term and, unless

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

19.14 Removal of Leasehold Improvements.

(a) Concessionaire shall not remove or demolish, in whole or in part, any Leasehold Improvements upon the Leased Premises without the prior written consent of the Authority, which may, at its sole discretion, condition such consent upon the obligation of Concessionaire, at Concessionaire's cost, to replace the same by an improvement specified in such consent.

(b) At the expiration or termination of this Agreement, the Authority may require some or all of the Leasehold Improvements to be removed by Concessionaire. In such event Concessionaire shall, at its sole expense, raze and remove Authority-designated Leasehold Improvements on the Leased Premises, safely cap all utilities, and return the Unit Location in a level condition with all debris removed, if so required by the Authority. The Authority shall accept Leasehold Improvements only without cost to the Authority and free and clear of any encumbrances, with Leasehold Improvements and all alterations and additions functioning and in a good state of repair, reasonable wear and tear excepted.

**ARTICLE 20  
DISCLAIMER OF LIENS**

20.1 Creation of Lien Prohibited.

(a) As used in this Article, "Lien" shall mean and refer to any mortgage, lien, security interest, encumbrance, charge on, pledge of, conditional sale or other encumbrance on the Airport Terminal, the Leased Premises, or any Alteration, fixture, improvement or appurtenance.

(b) Concessionaire shall not directly or indirectly create or permit or suffer to be created and/or to remain, any mechanics' or materialman's Lien upon the Leased Premises or any Airport property, including any Initial Improvements, Midterm Refurbishments, Alterations, New Leasehold Improvements, fixtures, improvements or appurtenances thereto, except those Liens expressly permitted in writing by the Authority, by reason of construction, labor, services, or materials performed or furnished at request of Concessionaire or any contractor or supplier employed by Concessionaire. The Authority shall have the right to post and keep on the Leased Premises any notices that may be required by law or which Authority may deem proper for the protection of Authority, the Airport, or the Leased Premises from such Liens.

(c) In the event any Lien(s) have been created by or permitted by Concessionaire in violation of this provision, Concessionaire shall within 10 days of the filing

thereof, cause such lien to be discharged as of record, by bond or as otherwise allowed by law, any such Lien(s).

20.2 Authority Right to Clear. In the event of Concessionaire's failure to clear the record of any such Lien within such time period, the Authority may (but is not required to) remove such Lien by paying the full amount or by bonding or in any other manner the Authority deems appropriate, without investigating the validity of such Lien, and irrespective of the fact that Concessionaire may contest the propriety or the amount, and Concessionaire, upon demand, shall pay the Authority the amount so paid out by the Authority in connection with the discharge of such Lien, together with interest thereon at the rate of 1.5% per month or the maximum legal rate, whichever is greater, and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, which amounts are due and payable to the Authority as Additional Rent on the first day of the next following month.

20.3 No Consent by Authority. Nothing contained in this Agreement shall be construed as a consent on the part of the Authority to subject the Authority's estate in the Leased Premises to any lien or liability under the laws of the State of California.

20.4 Survival. Concessionaire's obligations under this Section shall survive expiration or termination of this Agreement.

## **ARTICLE 21 INSURANCE**

### 21.1 General.

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

(b) In addition to those specified below, Concessionaire shall comply with the insurance requirements set forth in the CTDCM.

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

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

(e) The Authority shall also be given certified copies of Concessionaire's policies of insurance. Failure of the Authority to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of the Authority to identify a deficiency from the evidence provided, shall not be construed as a waiver of Concessionaire's obligations to maintain the insurance required by this Agreement.

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

21.3 Liquor Liability. If alcoholic beverages of any sort are served or sold by Concessionaire within any one or more Unit Locations, Concessionaire shall provide coverage in an amount not less \$1,000,000 each occurrence. This coverage is in addition to any host liquor liability provided in the commercial liability insurance.

21.4 Commercial Automobile Liability. In the event that automobiles are used in connection with Concessionaire's business or operations at the Leased Premises, Concessionaire shall maintain an automobile liability policy or policies insuring against liability for bodily injury, death, or damage to property, including loss of use thereof, and occurring in any way related to the use, loading or unloading of any of Concessionaire's automobiles (including owned, hired and non-owned vehicles) at and around the Airport. Coverage shall be in an amount of not less than \$1,000,000 each accident on the landside and, if such vehicles access the Airside, \$5,000,000 on the airside.

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

- (a) Bodily injury by accident - \$1,000,000 - each accident
- (b) Bodily injury by disease - \$1,000,000 - policy limit
- (c) Bodily injury by disease - \$1,000,000 - each employee

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

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

21.7 Business Interruption Insurance. Concessionaire shall maintain in effect business interruption insurance, insuring against damage or economic loss caused by any interruption of Concessionaire's business at, or use of, the Airport due to an insured peril in an amount at least equal to the higher of: (i) \$5,000,000, or (ii) then applicable MAG.

21.8 Cyber Liability Insurance. Concessionaire shall procure and maintain Cyber Liability coverage in an amount not less than \$1,000,000 that will cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

21.9 Commercial Crime Insurance. Concessionaire shall procure and maintain Commercial Crime insurance in an amount not less than \$1,000,000 that covers loss arising from employee theft, employee dishonesty, forgery or alteration, robbery, burglary, embezzlement, disappearance, destruction; money orders and counterfeit currency; depositors forgery; and computer fraud on- premises and in-transit.

21.10 Concessionaire's Risk. Concessionaire shall be responsible for obtaining any insurance that is necessary to cover its own risks. In no event shall the Authority be liable for any: (a) business interruption or other consequential damages sustained by Concessionaire; (b) damage, theft or destruction of Concessionaire's inventory, Concessionaire Improvements, or property of any kind; or (c) damage, theft or destruction of an automobile, whether or not insured.

21.11 Additional Requirements.

(a) All liability policies shall be endorsed to include the Authority Indemnitees as additional insureds with respect to Concessionaire's, and Concessionaire Agents', acts or omissions, operations, use, and occupancy of the Airport, or other related functions performed by or on behalf of Concessionaire in, on or about the Airport.

(b) All such insurance shall be primary and noncontributing with any other insurance held by or on behalf of any Authority Party where liability arises out of or results from the acts or omissions of Concessionaire or Concessionaire Agents.

(c) Such policies may provide for reasonable deductibles and/or self-insured retentions. All self-insured retentions shall be declared to the Authority and approved in writing, on a case-by-case basis, based upon the nature of Concessionaire's operations and the type of insurance involved.

(d) Each such insurance policy shall include a waiver of subrogation endorsement in favor of the Authority Parties.

(e) The Authority shall have no liability for any deductibles, self-insured retentions, or premiums charged for such coverage(s). The inclusion of any of the Authority, the Authority Commission, and all its officers, employees, and agents, their successors, and assigns, as an additional insured is not intended to, and shall not, make them, or any of them, a partner or joint venture with Concessionaire in its operations at the Airport or connected with this Agreement.

(f) The insurance policy limits specified herein shall be reviewed for adequacy annually by the Authority who may, thereafter, require Concessionaire to adjust the insurance coverage to whatever reasonable requirement the Authority deems to be adequate. Concessionaire shall provide the Authority with proof of such compliance by giving the Authority an updated certificate of insurance within with 30 days of Authority's written notice.

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

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

#### 21.12 Proof of Insurance.

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

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

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

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

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

(5) If requested by the Authority, when coverage is provided by foreign insurance syndicates, a broker's letter that is acceptable to the Authority in form and content.

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

(b) Submission of insurance from a non-California admitted carrier is subject to the provisions of Insurance Code Sections 1760 through 1780, and any other regulations and/or directives from the State Department of Insurance or other regulatory board or agency. Concessionaire shall, except where exempted, provide the Authority proof of such insurance by and through a surplus line broker licensed by the State of California.

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

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

## **ARTICLE 22 INDEMNIFICATION**

### 22.1 Concessionaire Indemnification of Authority.

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

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



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

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

## **ARTICLE 23 ENVIRONMENTAL PROTECTION**

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

(a) "Environmental Laws" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§9601, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. §§6901, et seq.), the Clean Water Act (33 U.S.C. §1251, et seq.), the Safe Drinking Water Act (42 U.S.C. §§300f, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§5101, et seq.), the Toxic Substance Control Act (15 U.S.C. §§2601, et seq.), the California Hazardous Waste Control Law (California Health and Safety Code §§25100, et seq.), the Porter-Cologne Water Quality Control Act (California Water Code §§13000, et seq.), and the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code §§25249.5, et seq.).

(b) "Environmental Damages" means all claims, fees and expenses of defense of any claim and of any settlement or judgment, including reasonable attorneys', consultants', contractors', experts' and laboratory fees, any of which are incurred at any time as a result of the

presence of Hazardous Materials, Regulated Materials and Pollutants upon, about, or beneath the Premises or migrating or threatening to migrate to or from the Leased Premises, or the existence of a violation of Environmental Laws pertaining to the Leased Premises or Concessionaire's operations at the Airport including fees incurred in connection with a Response, or a violation of Environmental Laws. Environmental Damages does not include any claims, fees or expenses of defense of any claim or of any settlement or judgment, including reasonable attorneys', consultants', contractors', experts' and laboratory fees, any of which are incurred at any time as a result of Authority's sole active negligence or willful misconduct.

(c) "Hazardous Material, Regulated Material and/or Pollutant" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. "Hazardous Material, Regulated Material and Pollutant" includes any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to any Environmental Law; any asbestos and asbestos containing materials; petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids; and any materials referenced in the Airport Rules & Regulations.

(d) "Release" with respect to Hazardous Material, Regulated Material and Pollutants shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into on any property or the environment, and includes any threat of Release to the extend regulated under Environmental Laws.

(e) "Response" or "Respond" means action taken in compliance with Environmental Laws to correct, remove, remediate, clean-up, prevent, mitigate, treat, monitor, evaluate, investigate, assess or abate the Release of any Hazardous Material, Regulated Materials and Pollutants, or to prevent or abate any public nuisance.

### 23.2 Concessionaire Representations, Warranties, and Covenants.

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

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

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

(d) Concessionaire shall promptly provide the Authority with a copy of any application filed and/or permit received for the use or storage of Hazardous Materials, Regulated Materials and Pollutants on the Airport, or report arising out of or in connection with any

Hazardous Materials, Regulated Materials and Pollutants pursuant to any Environmental Laws or permits on or about the Leased Premises.

### 23.3 Environmental Sustainability Programs.

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

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

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

### 23.4 Concessionaire Environmental Reporting and Response Requirements.

(a) In the event Concessionaire receives any written notice, citation, order, warning, complaint, claim, or demand from a government entity regarding Concessionaire's use of, or operations at the Leased Premises concerning any alleged Release of a Hazardous Materials, Regulated Materials or Pollutants, Concessionaire shall promptly, but not later than five business days after Concessionaire's receipt, inform the Authority, including a copy of such notice received by Concessionaire.

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

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

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

### 23.5 Environmental Indemnification and Reimbursement.

(a) Notwithstanding any other provision to the contrary, Concessionaire shall indemnify, defend, and hold harmless Authority Indemnitees from and against any and all Environmental Damages resulting from the failure of Concessionaire to meet its obligations under this Agreement, whether caused, in whole or in part, or unlawfully allowed by Concessionaire, a Concessionaire Agent, or any other third party under Concessionaire's direction or control.

(b) The Authority shall provide Concessionaire with prompt notice of any Environmental Damages to allow Concessionaire the opportunity to properly and effectively respond to or otherwise defend such Environmental Damages. Concessionaire shall, at its sole expense, defend all Environmental Damages whether frivolous or not.

(c) In the event the Authority undertakes any action, including investigations, removals, remediation, or corrective actions with respect to any Environmental Damages in response to the failure of Concessionaire to defend such Environmental Damages, Concessionaire shall reimburse the Authority, upon written demand by the Authority, for all reasonable and documented costs that the Authority incurs in association with such action, including consultants' fees, contractors' fees, reasonable attorneys' fees and expenses of investigation, removal, Response, remediation, or corrective action.

(d) Except to the extent arising out of the sole active negligence or willful misconduct of the Authority Indemnitees, Concessionaire waives the right of contribution and subrogation against the Authority Indemnitees in connection with Environmental Damages set forth herein. Any claims for environmental matters shall be subject to this Article.

23.6 Limitations. Notwithstanding anything contained in this Agreement to the contrary, Concessionaire's obligations under this Article, including Concessionaire's indemnity, is limited to those Hazardous Materials, Regulated Materials and Pollutants first brought, created, disposed, fashioned, or caused to be exposed or released onto the Airport by or on behalf of Concessionaire or Concessionaire Agent(s), and Concessionaire shall not be responsible for nor required to indemnify the Authority Indemnitees for any other Hazardous Materials, Regulated Materials or Pollutants discovered at the Airport.

## **ARTICLE 24 ASSIGNMENT AND SUBLETTING**

### 24.1 No Assignment or Subletting Without Consent.

(a) Concessionaire shall not in any manner, by operation of law or otherwise, assign, hypothecate, encumber, or transfer this Agreement or any of the rights, duties, or obligations under this Agreement, in whole or in part, voluntarily or involuntarily, or by operation of law (each, a "Transfer"), without the prior written consent of the Authority. Any attempted or purported assignment of any right or obligation pursuant to this Agreement, without such consent, shall be voidable at the discretion of the Authority and grounds for termination of this Agreement. The acceptance by Authority of any Rent or other payment as provided in this Agreement or the continuation of the use of the Premises, as provided herein, by Concessionaire or purported transferee or successor-in-interest, shall not be deemed a waiver of such right to terminate.

(b) Any request by Concessionaire for approval of a sublease, assignment, mortgage, pledge or other encumbrance to any third party that is not an affiliate of the Concessionaire shall be subject to an administrative fee (at an amount determined by the Authority but not more than \$1,000 for each request) for costs incurred by such request, which shall be submitted at the time of the request. The payment of this administrative fee is not guarantee of approval.

24.2 Limited Effect of Consent. Consent by the Authority to any Transfer shall not in any way be construed to relieve Concessionaire from obtaining further authorization from Authority for any subsequent Transfer.

24.3 Subletting of Pkg #3 Leased Premises. Concessionaire shall sublet Pkg #3 of the Leased Premises to a sublessee that satisfies all of the following criteria: (i) is a small business concern as defined in 49 C.F.R. Section 23.3; (ii) is not an affiliate of Concessionaire; and (iii) has been approved by the Authority. Notwithstanding Section 24.1(b), Concessionaire shall not be subject to an administrative fee for the submission of a proposed initial sublessee for Pkg #3 of the Leased Premises.

## **ARTICLE 25 SUBORDINATION AND ATTORNMENT**

25.1 Subordination. This Agreement is subject and subordinate to all mortgages, deeds of trust, bond indentures, liens and other encumbrances, security interests now or hereafter affecting the Leased Premises or the other areas of the Airport, and to all renewals, modifications, replacements, consolidations and extensions thereof. Concessionaire shall execute and deliver to the Authority or any other party requiring such subordination, within 10 days following its receipt, any and all documents which may be required to effectuate such subordination. This Agreement shall be amended, altered or modified in accordance with the reasonable requirements of a mortgagee, beneficiary, bond trustee, secured party or other lien holder, so long as such amendment, alteration or modification does not cause Concessionaire material financial loss, and that Concessionaire written consent to any such amendment, alteration or modification shall not be unreasonably withheld or delayed. Concessionaire shall give prompt written notice to each mortgagee, beneficiary, bond trustee, secured party or lien holder, of which Concessionaire has written notice, of any default of the Authority, and Concessionaire shall allow such mortgagee, beneficiary, bond trustee, secured party or lien holder a reasonable length of time (in any event, not less than 30 days from the date of such notice) in which to cure such default.

25.2 Attornment. In the event that any mortgage, deed of trust, bond indenture, security interest, lien or other encumbrance is foreclosed, the Authority, with and at the election of the purchaser or, if there is no purchaser, with and at the election of the holder of the fee title to the Leased Premises, shall enter into a new contract covering the Leased Premises for the remainder of the Concession Period, on the same provisions herein provided. Alternatively, upon such foreclosure, Concessionaire shall, upon written request, attorn to the purchaser and recognize the purchaser as the Authority under this Agreement.

## **ARTICLE 26 CONCESSIONAIRE REPRESENTATIONS AND WARRANTIES; ADDITIONAL COVENANTS**

26.1 Representations and Warranties. Concessionaire represents and warrants as follows, each of which is true and correct, as of the date of execution of this Agreement and shall be true through the term of this Agreement:

(a) Concessionaire has the power and authorization to enter into this Agreement, the Board of Directors of Concessionaire has by appropriate action approved this Agreement, this Agreement has been executed and delivered pursuant to the authorization conferred by such action, and is binding upon Concessionaire in accordance with its terms, and that the individual(s) executing this Agreement on behalf of Concessionaire is duly authorized to do so.

(b) Concessionaire is duly authorized to do business in the State of California and possesses all governmental approvals necessary to perform this Agreement.

(c) Concessionaire is in compliance with all laws related to Concessionaire's business and activities conducted at the Airport.

(d) Except as disclosed in writing to the Authority before execution of this Agreement, there are no actions, suits, or proceedings pending with service of process accomplished or, to Concessionaire's best knowledge, threatened in writing against or affecting Concessionaire, by or before any court, arbitrator, or government entity that (i) would adversely affect Concessionaire's ability to perform its obligations under this Agreement, or (ii) relate to the execution, delivery or performance by Concessionaire of this Agreement.

(e) Concessionaire's execution, delivery, and performance of this Agreement do not conflict with or and would not result in a violation of, or breach of, or constitute a default under, any agreement or instrument to which Concessionaire is a party or by which it is bound.

26.2 Additional Covenants. Throughout the term of this Agreement:

(a) Concessionaire shall comply with the Federal Requirements and applicable laws as to Concessionaire's operations and transactions related to the subject matter of this Agreement.

(b) Concessionaire shall comply with orders, directives, or conditions issued, given or imposed by the Authority with respect to Concessionaire's activities at the Airport.

(c) If the TSA, the FAA, or any other federal government entity imposes a fine or penalty on the Authority for Concessionaire's or a Concessionaire Agent's non-compliance with federal laws or rules and regulations, then Concessionaire shall reimburse and indemnify the Authority for the entire amount of the fine or penalty.

(d) Concessionaire shall possess and shall, at its sole expense, keep in effect, all licenses, permits, qualifications, and approvals of whatever nature legally required for Concessionaire to perform this Agreement.

(e) Concessionaire shall comply with all applicable prevailing wage laws (including Labor Code Sections 1720, 1720.2, 1720.3, 1720.4 and 1771) with respect to work performed in connection with this Agreement. Concessionaire shall be solely responsible for determining applicability of prevailing wage laws.

(f) Concessionaire shall not enter into, any contract that will create a conflict of interest with its obligations to perform this Agreement.

(g) At the Authority's request any time, Concessionaire shall provide a sworn affidavit listing all natural or artificial persons with an ownership interest in Concessionaire and stating that no other person holds an ownership interest in Concessionaire via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If Concessionaire fails to submit the required affidavits, the Authority may, after 30 days written notice to Concessionaire, take such action as may be necessary to cause the suspension of certain provisions of this Agreement until the required affidavits are submitted.

## **ARTICLE 27 GENERAL PROVISIONS**

27.1 Notices. Any notices, invoices, or other documents related to this Agreement shall be delivered as provided in this Section and shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery:

To Authority: BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

*before RPT Opening Date:*

2627 Hollywood Way  
Burbank, CA 91505

*after RPT Opening Date:*

2827 Hollywood Way  
Burbank, CA 91505

Attn: Executive Director  
E-mail: [jhatanaka@bur.org](mailto:jhatanaka@bur.org)

To Concessionaire: CONCESSIONAIRE INFO  
SSP America BUR, LLC  
20408 Bashan Drive, Suite 300, Ashburn, VA 20147  
Attn: Pat Murray  
E-mail: [patrick.murray@foodtravelexperts.com](mailto:patrick.murray@foodtravelexperts.com)

27.2 Airport Rules and Regulations. Concessionaire shall comply with the Airport Rules and Regulations. Violations of the Airport Rules and Regulations by Concessionaire or Concessionaire Agents shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

27.3 Security for Concessionaire Area. Concessionaire shall be solely responsible for instituting and carrying out specific security measures in the areas where it is authorized to operate to prevent vandalism. The Authority shall be responsible only for general security throughout the Airport and shall not be liable for any vandalism that may occur in the areas of Concessionaire operation.

27.4 Generally Accepted Accounting Principles. Whenever any report or disclosure referred to in this Agreement consists, either in whole or in part, of financial information, such report or disclosure shall be prepared in accordance with generally accepted accounting principles.

27.5 Force Majeure. If either party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor disputes, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, terrorism, war, fire or other casualty, or other reason of a similar nature beyond the reasonable control of the party delayed in performing work or doing acts required under this Agreement, performance of such act shall be excused for the period of the actual delay attributable to such causes, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. This section shall not be applicable



to Concessionaire's obligations to procure insurance or to pay Rent, fees and charges, or any other sums, moneys, costs, charges, or expenses required to be paid by Concessionaire. If any provision of this Agreement negates or limits the period of any extension for force majeure delay, such provision shall override this section. The party claiming excuse from performance for force majeure shall, within two days after the initial occurrence of the force majeure event, give the other party notice of such claim.

27.6 Time is of the Essence. Time is of the essence of this Agreement.

27.7 Authority Executive Director. The Executive Director is authorized to give all approvals and consents on behalf of the Authority.

27.8 Relationship of Parties.

(a) This Agreement is not intended to create, and shall not be construed as creating, the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Authority and Concessionaire. No provision in this Agreement and no act of the Authority or Concessionaire, create a relationship other than the relationship of landlord and tenant.

(b) Concessionaire is and shall remain an independent contractor with respect to all installations, construction, and services performed under this Agreement. Concessionaire has full and exclusive liability for the payment of any and all contributions or taxes for social security; unemployment insurance, or old age retirement benefits pensions or annuities now or hereafter imposed under any law that are measured by the wages, salaries, or other remuneration paid to persons employed by Concessionaire on work performed under this Agreement.

(c) This Agreement is intended for the sole protection and benefit of the parties and their successors, and assigns. No other person shall have any right of action based this Agreement.

27.9 Joint and Several Liability. If Concessionaire is a limited liability company, partnership, or joint venture or is an entity comprised of more than one party or entity, the obligation imposed on Concessionaire under this Agreement shall be joint and several, and each member, general partner, joint venture partner, party, or entity of Concessionaire shall be jointly and severally liable for all obligations.

27.10 Effect of Debarment of Concessionaire. The Authority may immediately terminate this Agreement in the event Concessionaire is debarred from contracting or providing services by the Authority, the federal government, or by any other California governmental entity.

27.11 Labor Disputes. Concessionaire shall use commercially reasonable efforts to avoid disruption to the Authority, its tenants or members of the public arising from labor disputes involving Concessionaire.

27.12 Litigation. This Agreement shall be construed, interpreted and applied in accordance with, governed by, and enforced under the laws of the State of California. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing

party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

#### 27.13 Rules of Construction.

(a) General. Unless otherwise indicated or apparent from the context, the following rules of construction shall apply. The singular includes the plural and vice versa; the term "shall" is mandatory and the term "may" is permissive; the term "day" means calendar day; the term "business day" means a non-holiday weekday; the phrase "for [number] days" means for [number] consecutive days; the phrase "at any time" means at any time and from time to time; and the terms "include," "includes," and "including" are illustrative and nonexhaustive.

(b) Cross-References. Cross-references are to articles, sections, or paragraphs of this Agreement unless otherwise indicated or apparent from the context.

(c) Law References. References to a statutory code or legislative bill refer to California law unless otherwise indicated or apparent from the context. References to a statute, regulation, or ordinance shall be deemed to refer to the then-current version of the statute, regulation, or ordinance.

(d) Fair Meaning. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either Party.

(e) Two Constructions. If any provision in this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

#### 27.14 Exhibits.

(a) Exhibits A through K are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A through J, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit K, the provisions of Exhibit K shall prevail.

(b) Whenever information in an exhibit becomes outdated because of changes pursuant to this Agreement, the parties may substitute an updated exhibit. Such substitution shall not require Authority Commission approval.

27.15 Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such

provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

27.16 Integration. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding Concessionaire's concession in the Airport Terminal. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to such subject matter. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

## **ARTICLE 28 SIGNATURES**

28.1 Electronic Signature and Delivery. A manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

28.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

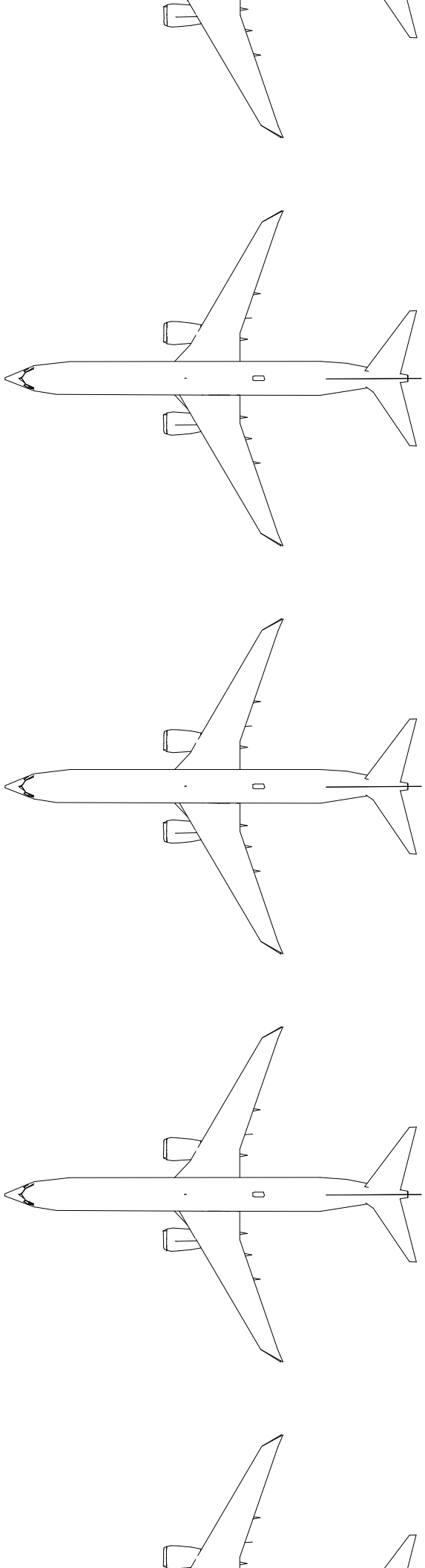
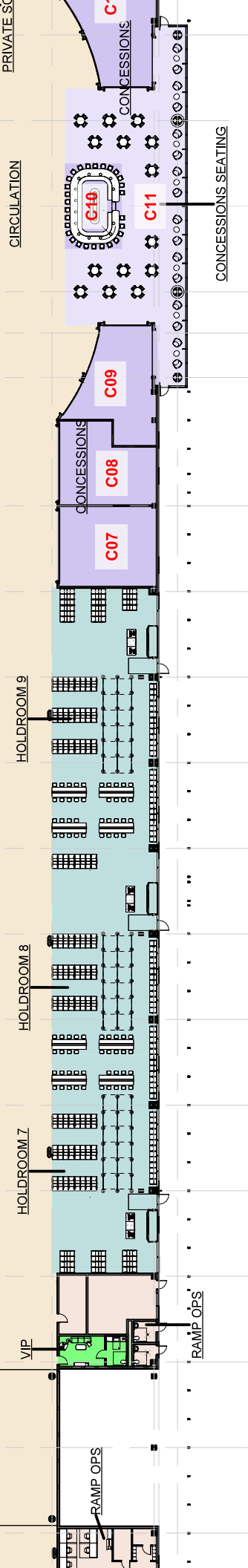
28.3 Parent Company. If financial statements for a parent company were submitted with the Proposal in response to the Authority's Request for Proposals that determined the award of this Agreement, the parent company shall also execute the Agreement such that it is bound jointly with Concessionaire to the obligations of the Agreement.

**[SIGNATURE PAGE FOLLOWS]**



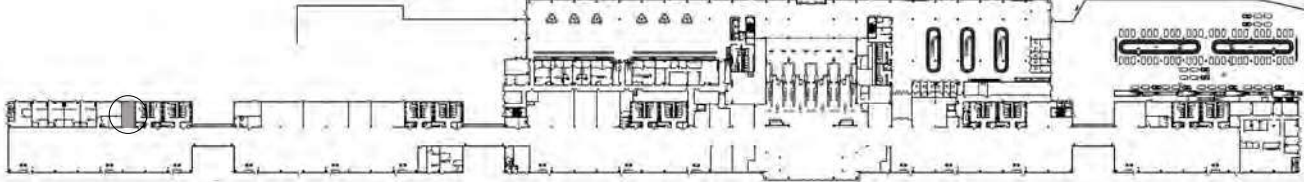
**Exhibit A: Terminal Building Layout Plan**

(Insert EXHIBIT L of RFP)



**Exhibit B: Lease Premises/Unit Locations**

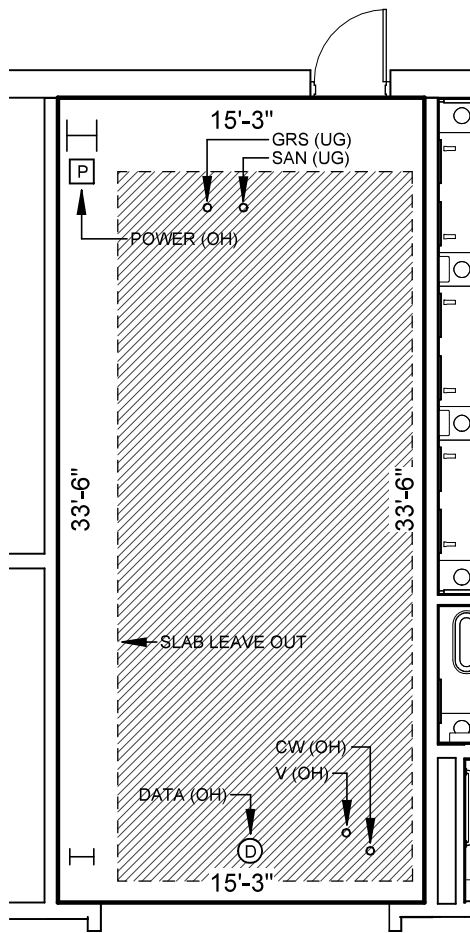
(Insert, as applicable, EXHIBIT H, I, J, OR K of RFP)



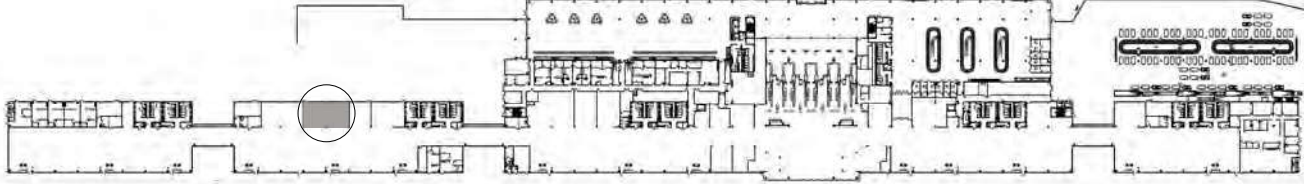
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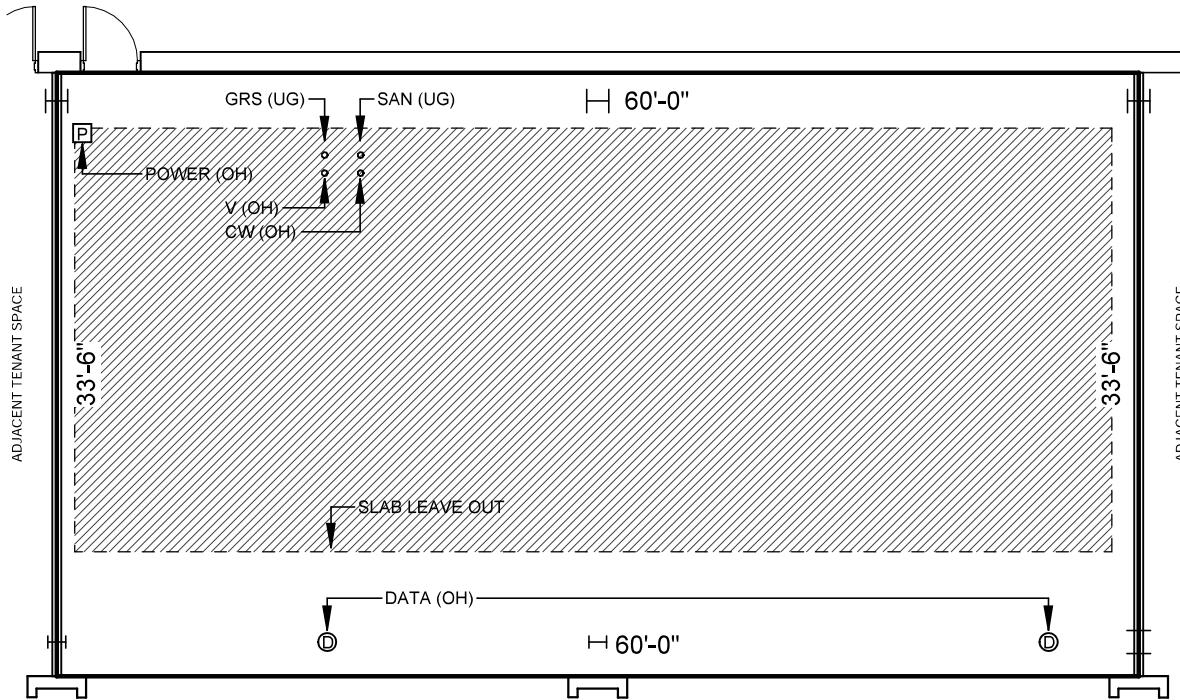


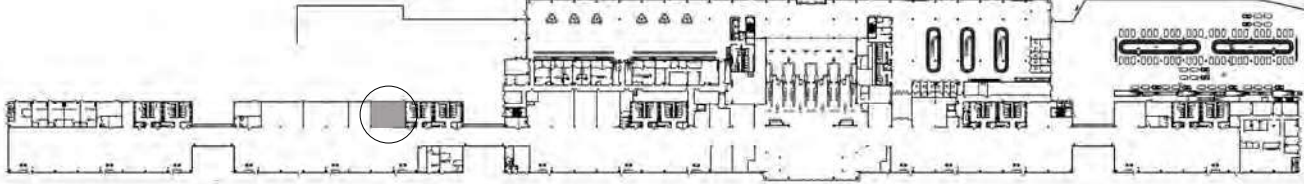


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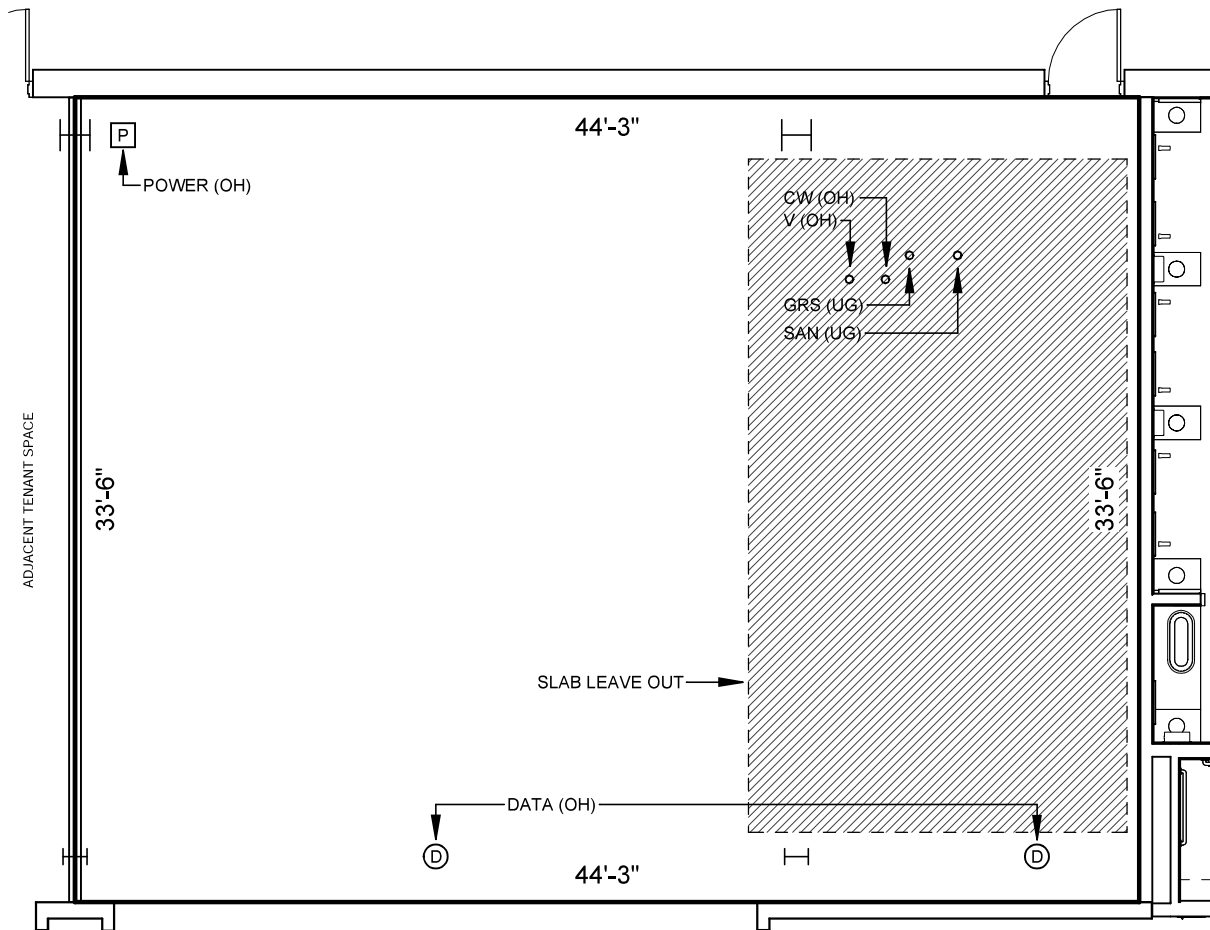


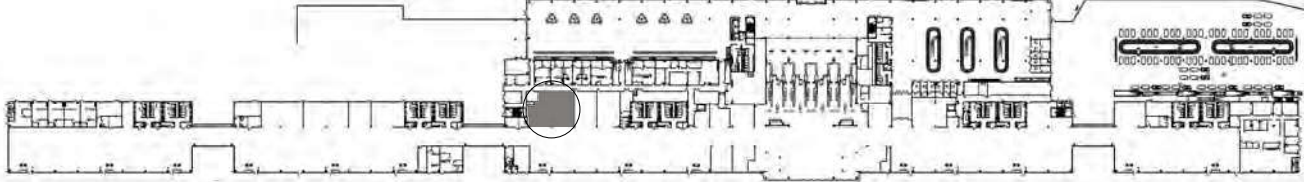


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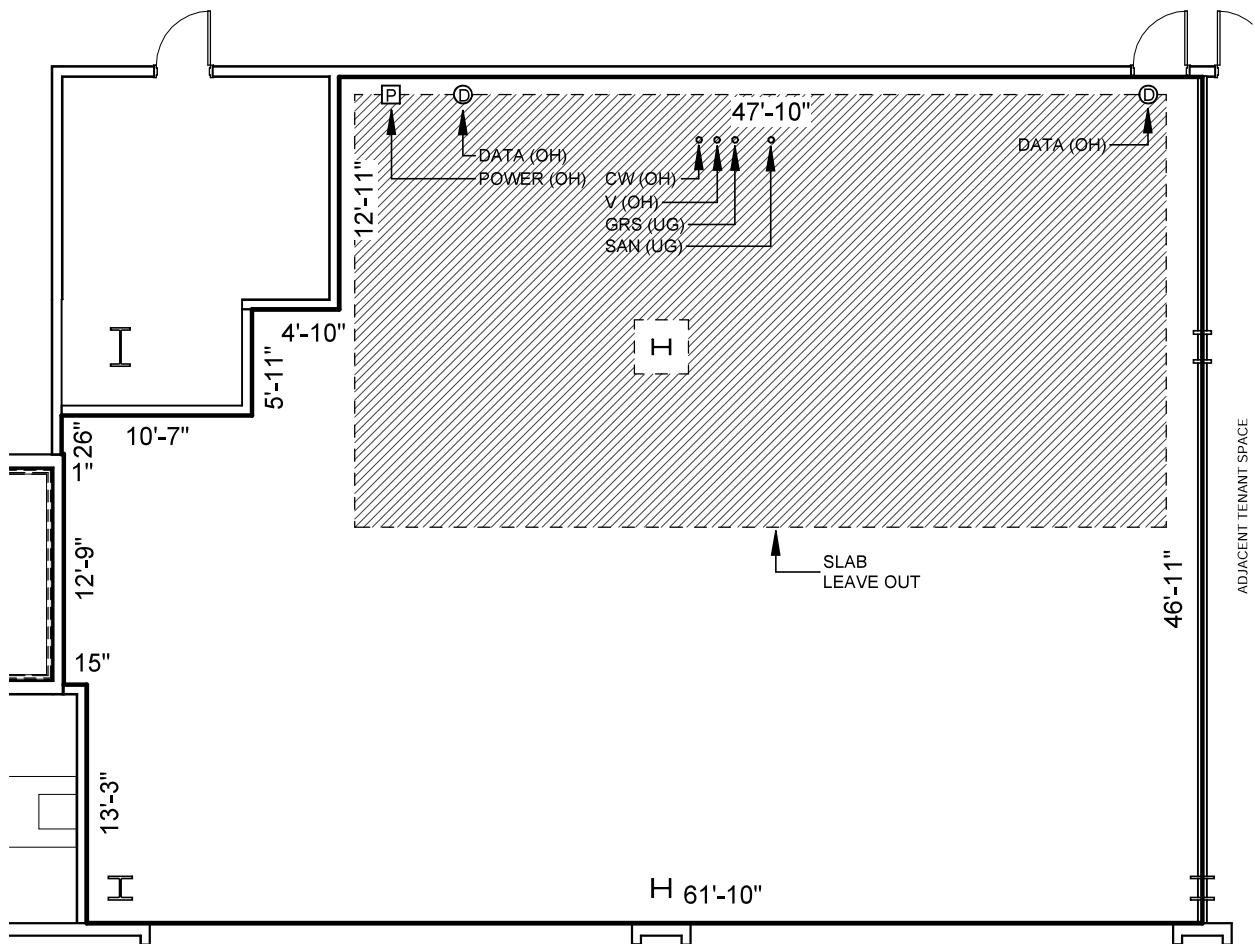


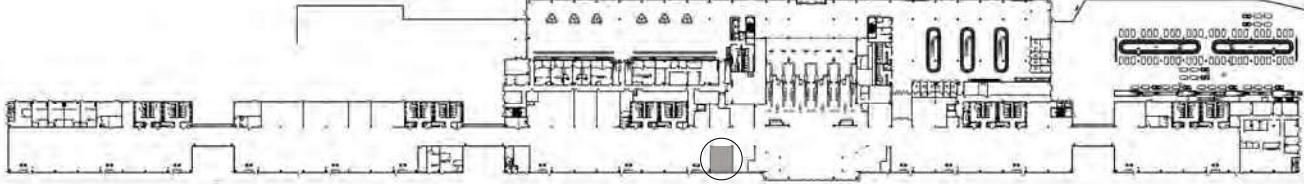


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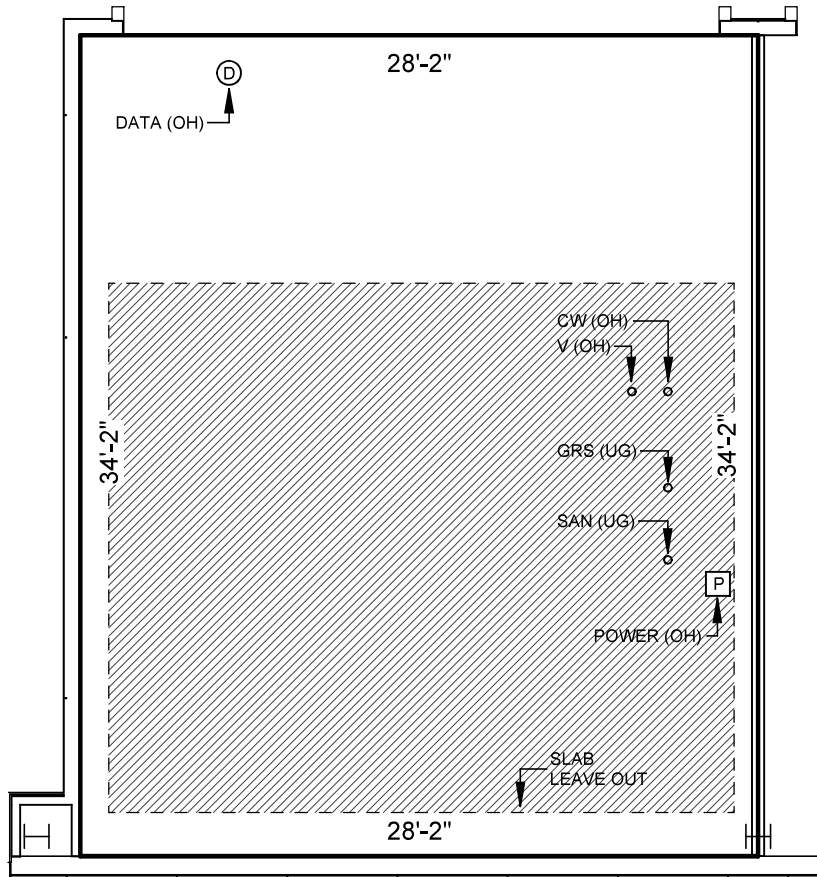


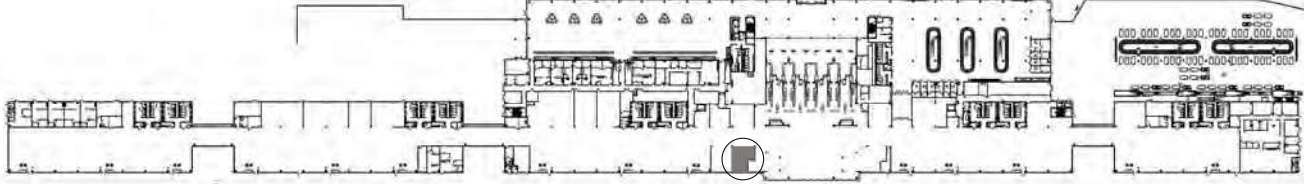


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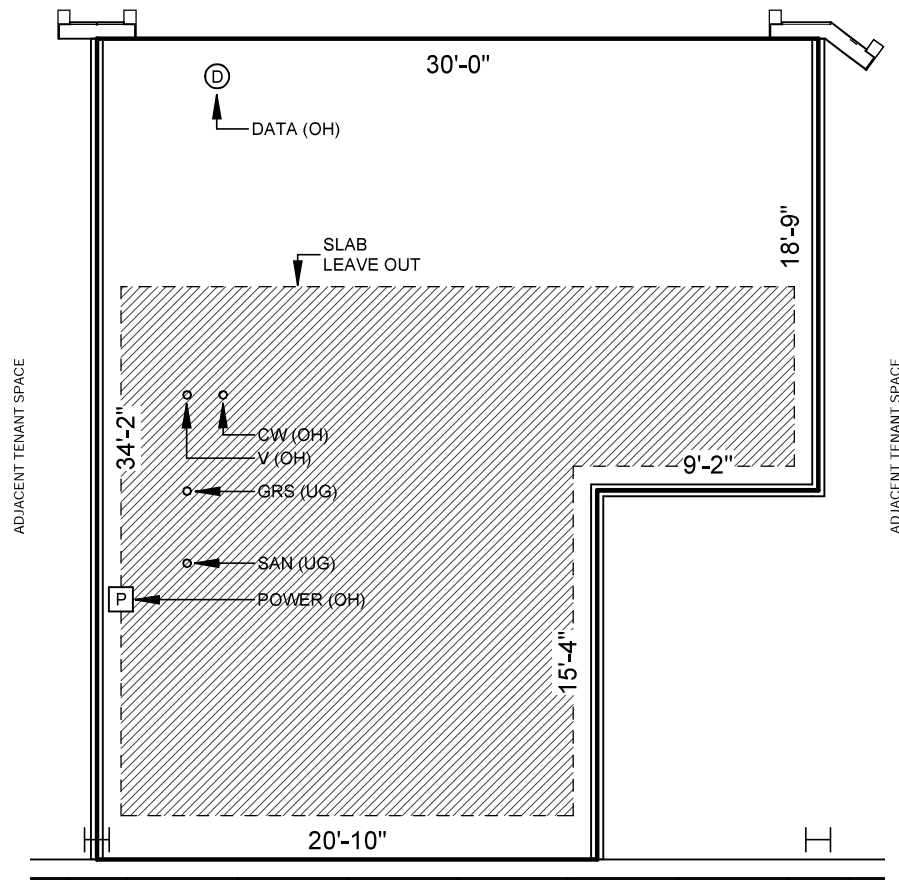


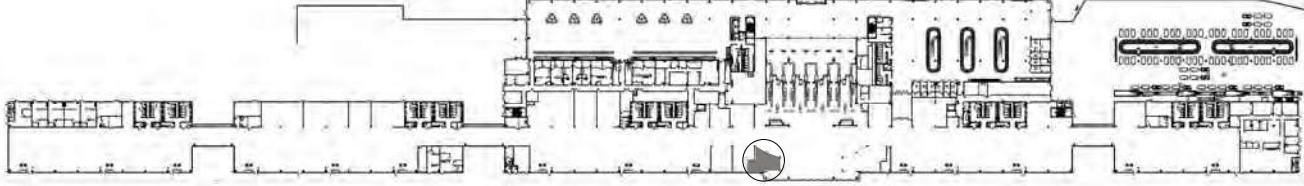


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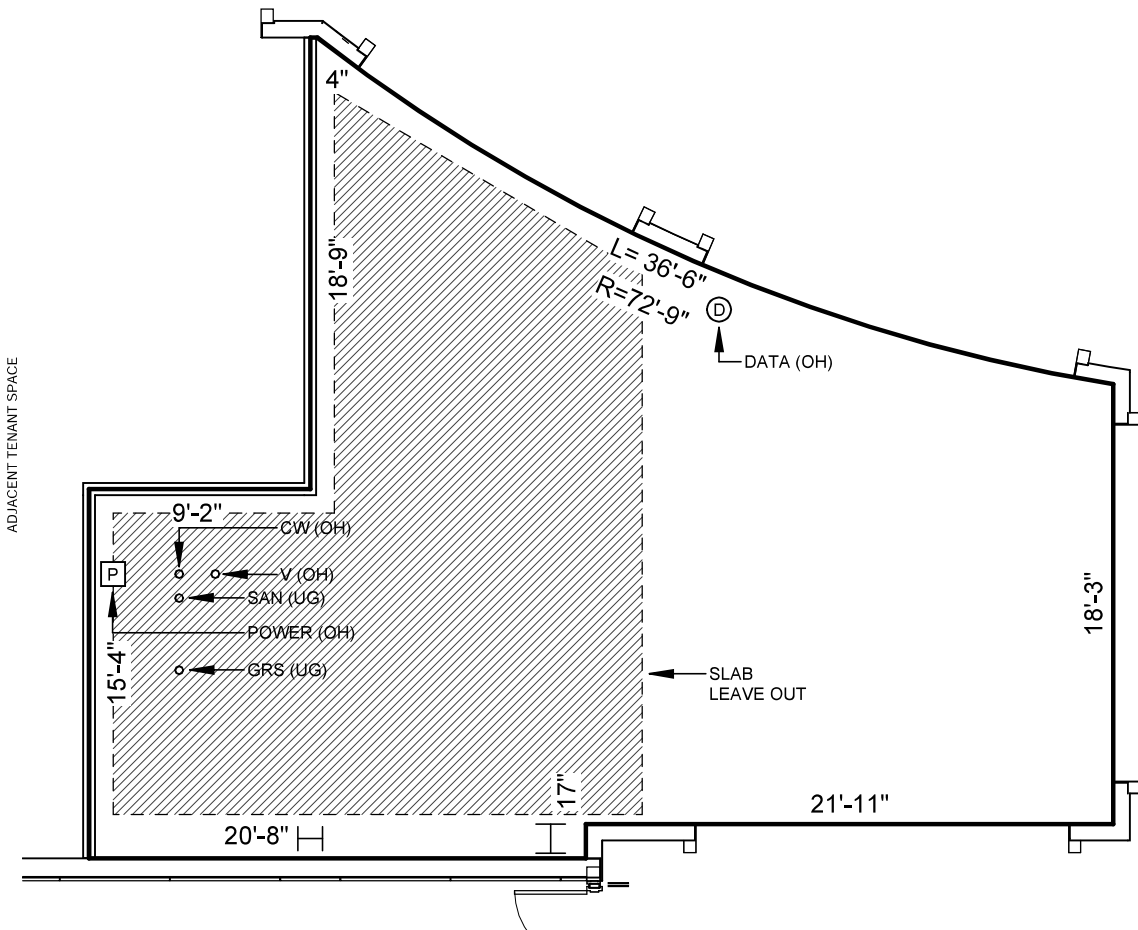


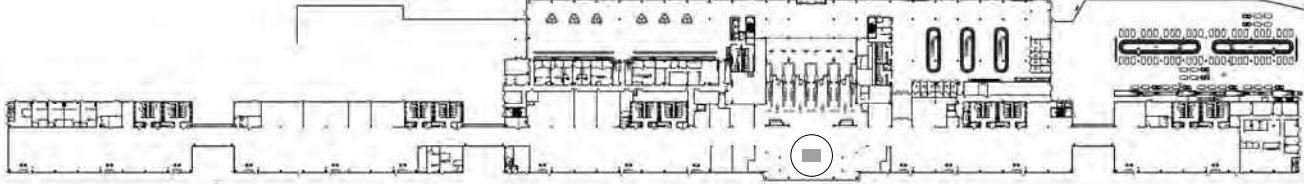


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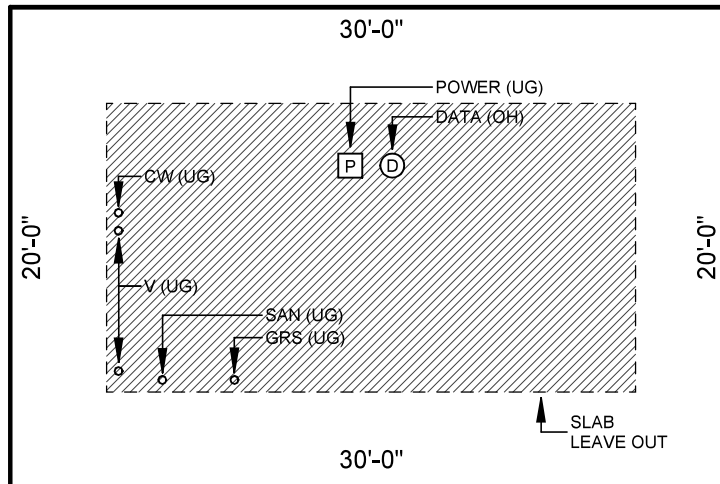


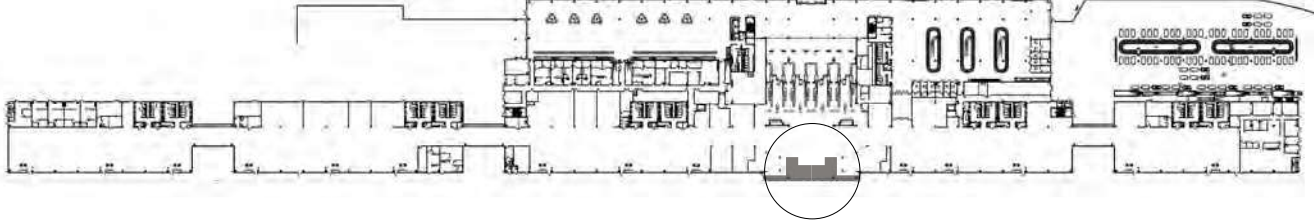


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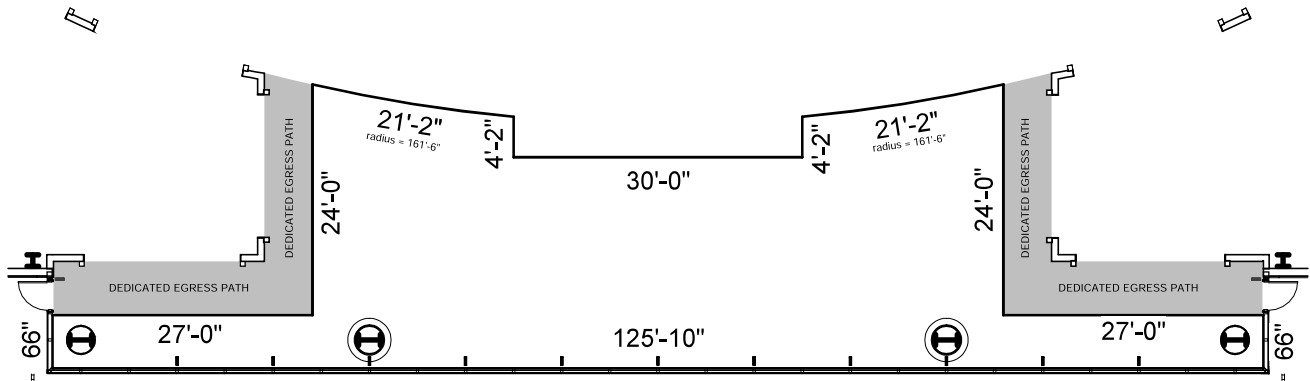
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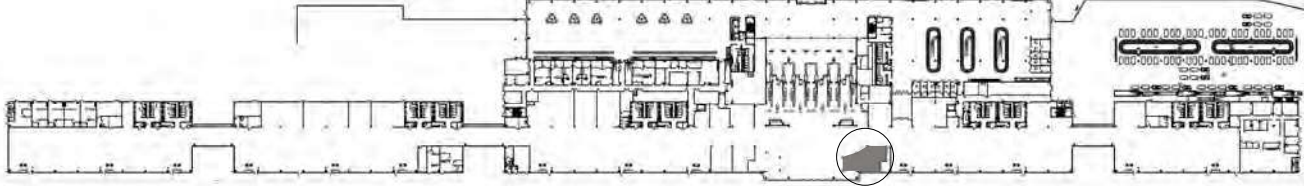


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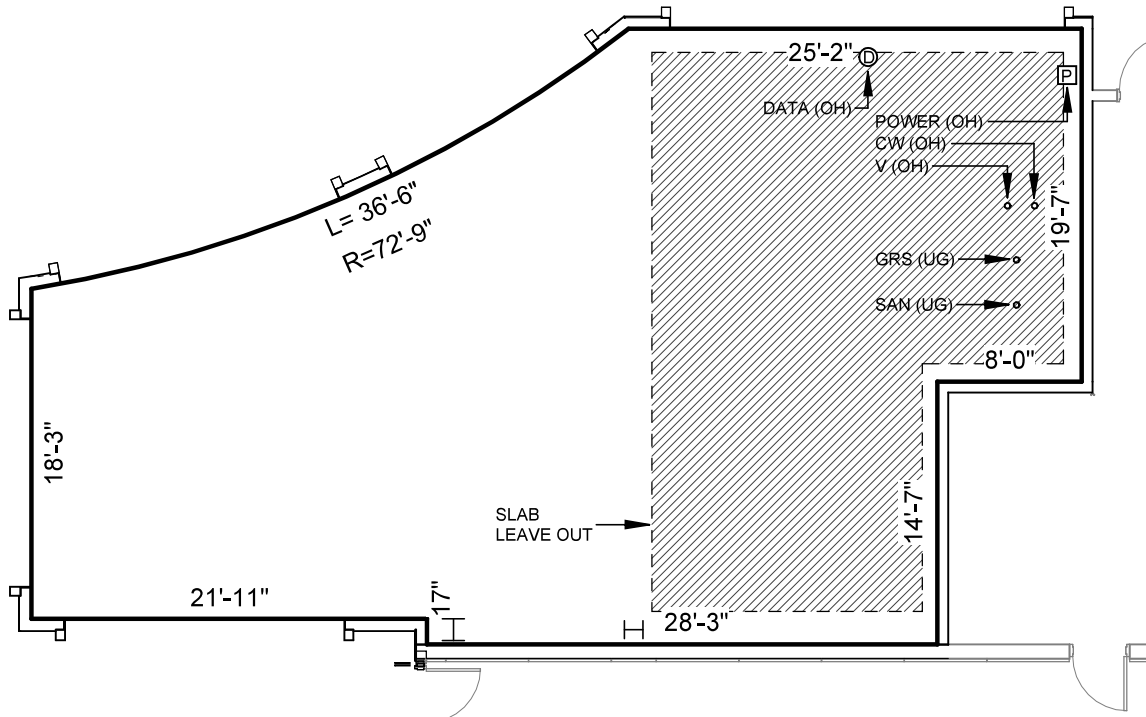


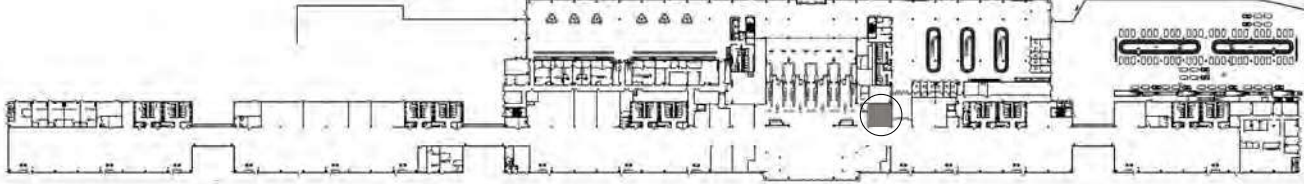


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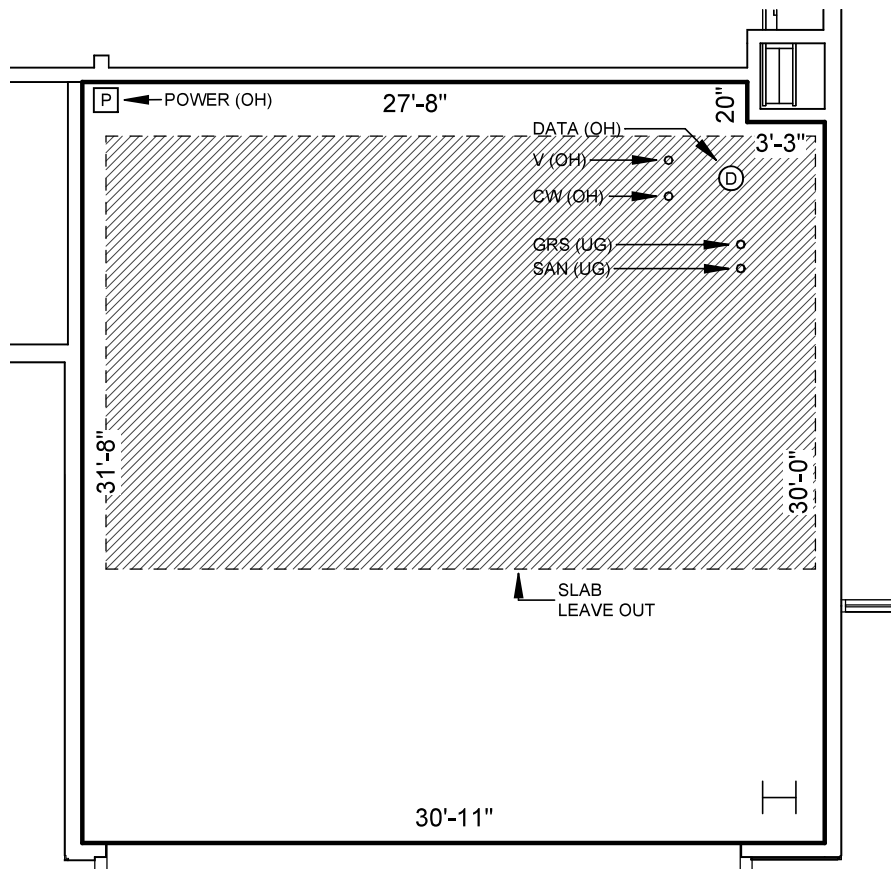


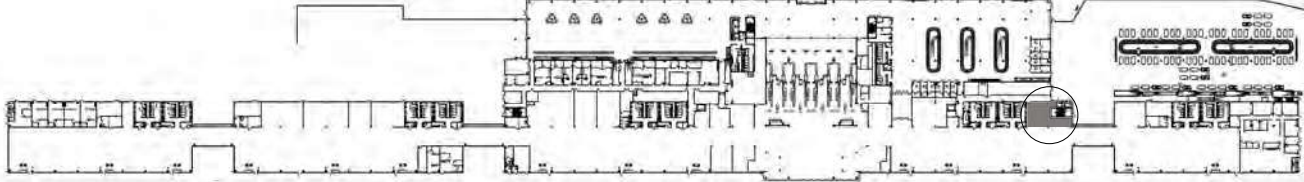


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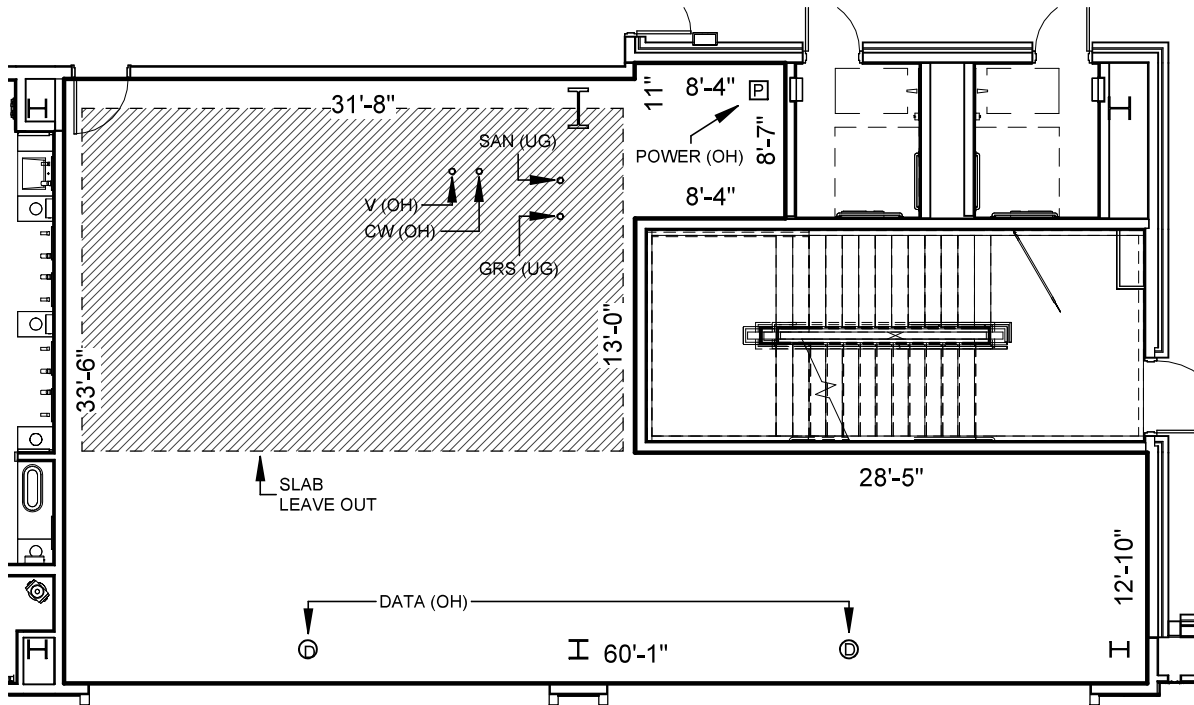


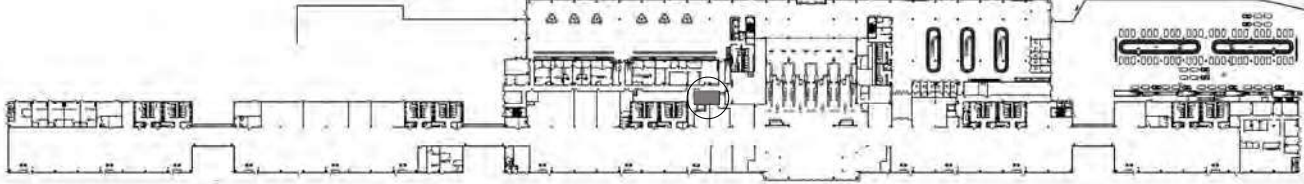


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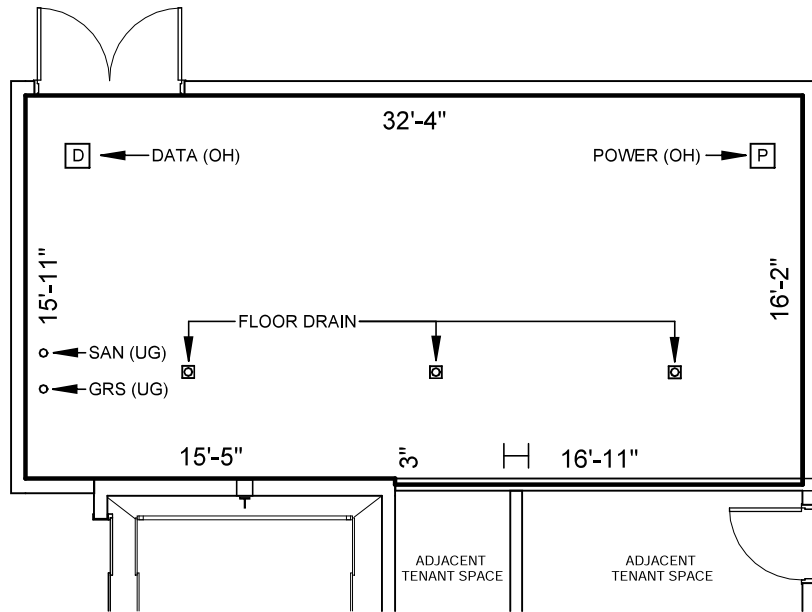


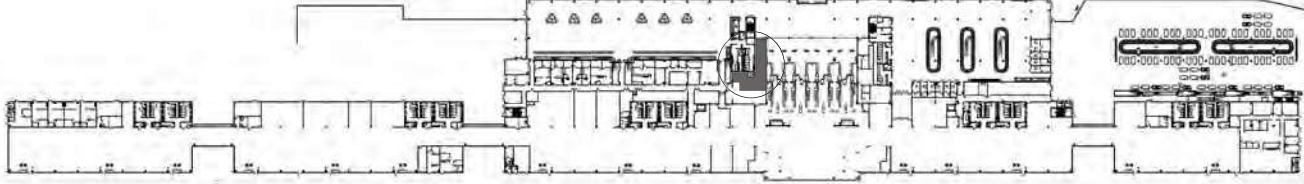


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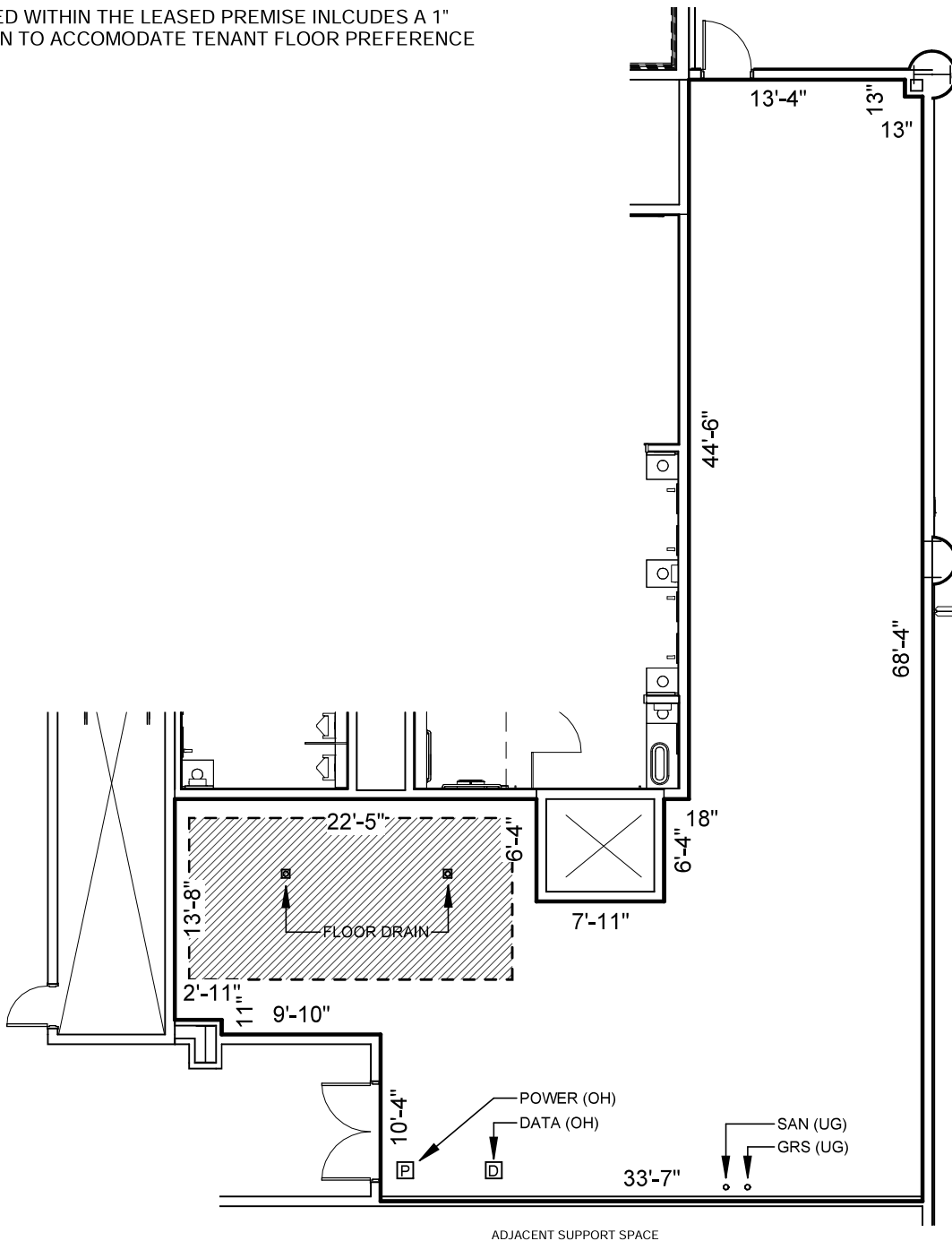


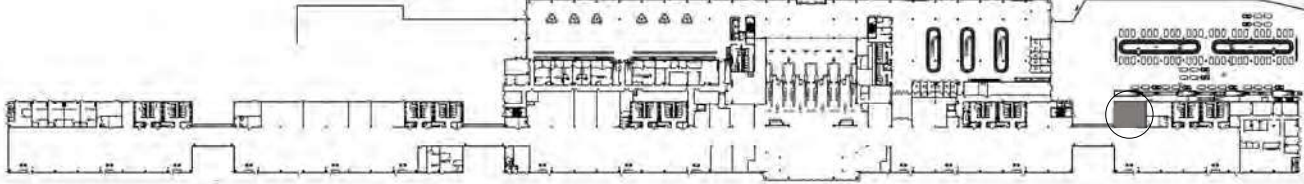


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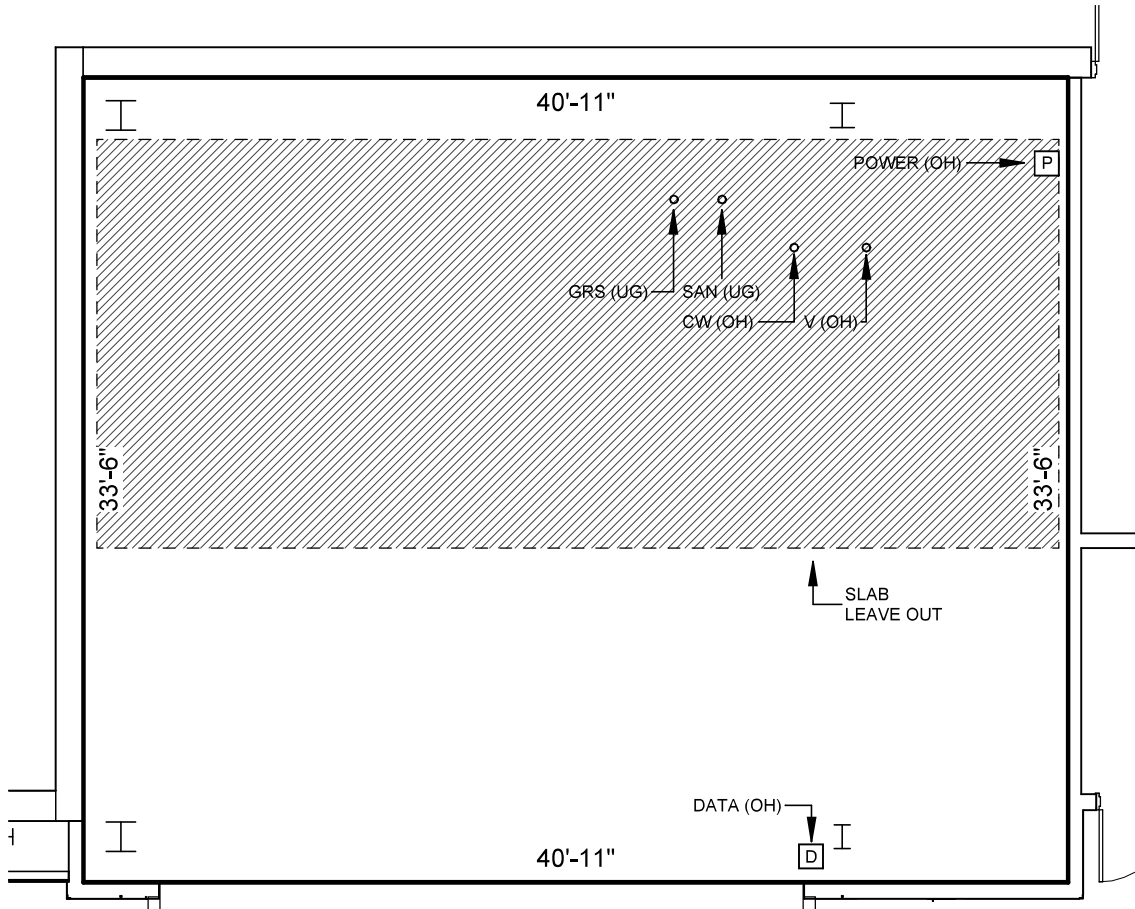


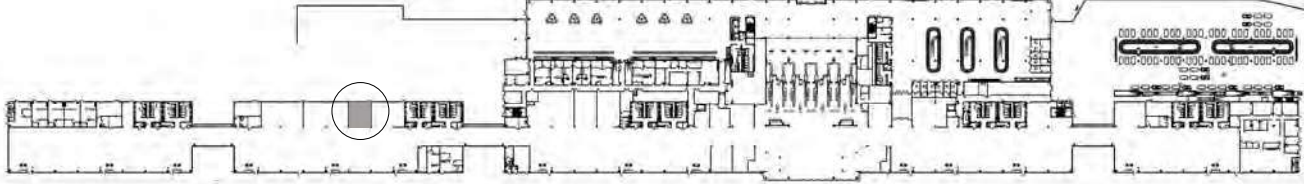


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as may be required from time to time. Tenant space dimensions, unless otherwise noted are to the centerlines of tenant partitions and column grids, and to the inside face of exterior walls and service area partitions adjacent to the tenant space (i.e. corridors, closets, and stairs).

NOTE:  
SLAB PLACED WITHIN THE LEASED PREMISE INCLUDES A 1" DEPRESSION TO ACCOMODATE TENANT FLOOR PREFERENCE

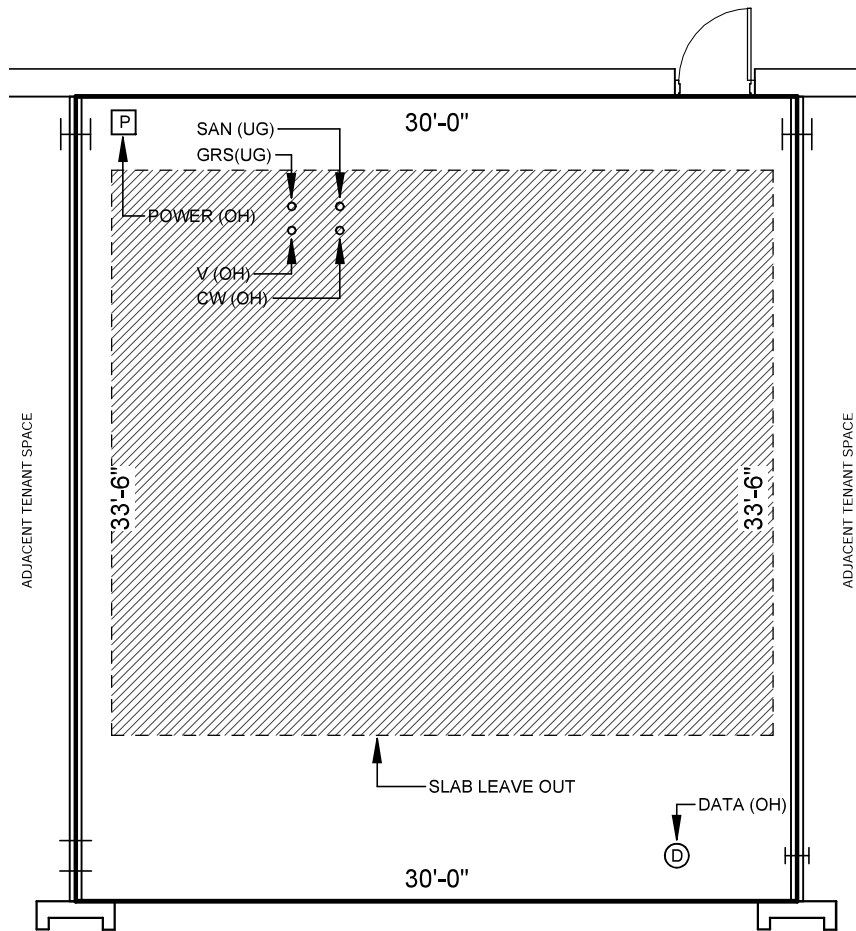




The document is diagrammatic and is intended only to show the demised premises of the project (hatched area). It does not purport to show exact dimensions nor the final location of any mechanical, electrical, structural or architectural element. Further, the landlord reserves the right to add, eliminate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

as may be required from time to time. Tenant space dimensions, unless otherwise noted are to the centerlines of tenant partitions and column grids, and to the inside face of exterior walls and service area partitions adjacent to the tenant space (i.e. corridors, closets, and stairs).

NOTE:  
 SLAB PLACED WITHIN THE LEASED PREMISE INCLUDES A 1" DEPRESSION TO ACCOMODATE TENANT FLOOR PREFERENCE



**Exhibit C: Descriptions of Services and Goods, Menus, Franchises, Licenses, and Concepts  
(or Support Use) at Each Unit Location**





# CONCEPT DEVELOPMENT

3

## Package 1–Food Service Concessions

### PLAN OVERVIEW

SSP America BUR, LLC’s vision for the Package 1-Food Service Concessions opportunity is to match the energy, innovation, and creative force that drives business in San Fernando Valley today. The creative industries of the Burbank-Glendale-Pasadena region are simply unparalleled, and we are matching that innovative force with the creative food and people that feed this region. We’re bringing a slice of the region’s gastronomic landscape—anchored by world-famous chefs and brand partners who tell their own regional stories through their food. Our cool chefs, concepts, and brands don’t just represent the Burbank-Glendale-Pasadena region’s culinary landscape; they define it. Sense of place and taste of place—absolutely unparalleled in any other possible collection.

### SSP AMERICA BUR’S PACKAGE 1 PORTFOLIO PROUDLY INCLUDES:

UNIT NO.	BRAND NAME	CONCEPT TYPE
<b>A01</b>	Tony’s Italian Deli	QSR - Local Brand Deli or Local Brand Snacks
<b>B02</b>	Society Kitchen	Bistro with Bar & Takeout
<b>B04</b>	HomeState	Fast Casual with Bar
<b>C01</b>	Beachwood Café	Local, Regional, or National Brand Casual Dining Restaurant
<b>C07</b>	Dog Haus	In-Line QSR
<b>C08</b>	The Red Chickz	In-Line QSR
<b>C09</b>	Sotta	In-Line QSR
<b>C10</b>	Greenlight Bar & Bites	Freestanding Bar
<b>C12</b>	Scopa Italian Market	Gourmet Market with Pizza
<b>C13</b>	Starbucks	Gourmet Coffee
<b>C16</b>	Black Market Liquor Bar	Bar with Food
<b>D01</b>	olive & thyme	Fast Casual with Bar

Throughout our response, SSP America BUR is committed to the following quality assurance procedures, guarantees, and customer service initiatives and policies for all concepts, permanent and temporary/interim.

- SSP America BUR has designed each restaurant to optimize the customer experience and maximize footfall and revenue. We have developed laser-focused menus and product selections around an optimal floor plan that allows for greater product visibility, communication with the guests, and rapid product selection. Our highly efficient operating platform allows for lightning-fast decision-making, which maximizes footfall and increases guest satisfaction.
- SSP America BUR has selected each of our Food & Beverage concepts with a strategic view to meet the needs of the passengers in the most efficient manner. We have strategically selected and placed our concepts with limited dwell times in mind. We have developed our menus, kitchens, and digital ordering platforms specific to BUR’s guests’ needs and the available dwell time. Recent innovations in kitchen equipment allow for the vast majority of full-service or quick-service menu items to be prepared within 5-6 minutes. Clamshell griddles cook proteins in half the normal time, while Crisp ‘n Hold Fried Food Warmers will hold freshly fried menu items for two hours without diminishing quality. These processes have been factored into our strategy and plan for the Package 1 opportunity.
- Serving all dayparts, each of our restaurant menus has been developed to meet the diverse needs of today’s traveling public and includes healthy menu options as well as options sensitive to most cultural and dietary needs, including gluten-free, vegetarian, dairy-free, and vegan options. Portion sizes at each restaurant will support good health. Also reflective of the needs of today’s family routines, our menus will include options that are portion-appropriate and priced for children. Menus



also include options for all price points and budgets and offer good value to guests, especially for the exceptional quality of the offer. Portion sizes are reflective of price and are consistent with similar off-Airport locations. Should SSP America be awarded a contract at BUR, we will work closely with Airport management to ensure the restaurant offers an optimum menu mix, reflective of customer needs and preferences.

- When available and wherever possible, SSP America BUR will source local agricultural and food products.
- SSP America is committed to the Board's Street Pricing "Plus" Policy, offering Hollywood Burbank Airport passengers competitive pricing. To that end, the prices of food and beverage products will not exceed the average prices charged in comparable restaurants within the Los Angeles-Long Beach-Glendale Metropolitan Division for like size and quality products to those sold by more than fifteen percent (15%).
- In keeping with BUR's commitment to enhancing the passenger experience, SSP America BUR has designed our restaurants and shops to incorporate world-class technological innovations such as digital menu boards, self-order kiosks, and order-at-table. All restaurants will offer contactless payment, including payment apps and non-printed/paperless receipts. SSP America will accept at least three major credit/debit cards and cash for any purchase.
- All carry-out menu items will be represented on and germane to the restaurant's streetside menu and be packaged in high-quality, easy-to-carry packaging that is environmentally conscious.
- All consumer-facing packaging and food service ware, including utensils, straws, and to-go containers, will be compostable and in line with BUR's commitment to environmental sustainability.



**TONY'S ITALIAN DELI**  
UNIT NO. A01 - LOCAL BRAND DELI



# AN ORIGINAL BURBANK INSTITUTION

## BRAND STORY

When the original Tony's Italian Deli was founded in 1979, the idea was to serve customers with homemade Italian food made with the best ingredients. Hundreds of other brands across the United States can make similar claims, but making great sandwiches is easier said than done. For 45 years, Tony's has been the premier deli in Burbank because of its commitment to quality, consistency, and doing things right. The team at Tony's believes that a tasty, satisfying sandwich does not need to be loaded with unhealthy ingredients to be delicious.

Tony's Italian Deli makes nutrition a priority because that's the authentic Italian way. High-quality ingredients means high-quality food means food that's good for you. Period. In the style of every authentic Italian deli, Tony's sandwiches are wholesome everyday meal options that deliver exceptional bang for their buck. Tony's salads are substantial low-calorie options that offer great sandwich alternatives, and the kids menu delivers on a great three-cheese grilled cheese. Tony's Italian Deli is a friendly, convenient, and familiar quick-service option that local passengers are sure to recognize and that visitors will be thrilled to discover.

## UNIQUE ATTRIBUTES

- *Original Burbank institution, serving high-quality Italian foods and everyday meal options for great value at easy convenience.*
- *Classic concept that meshes the familiar and the fresh, capturing an all dayparts, all kinds of customer appeal without compromising on the elevation of the experience.*
- *Forever on-trend food and beverage offering that surpasses passenger expectations, providing a wide choice of options and variety at different pricepoints.*

**“I’m gonna make him an offer he can’t refuse.”**

*- The Godfather (1972)*





## MEET THE BRAND

*"Nestled in the heart of charming Downtown Burbank, Tony's Italian Deli is a beloved local gem known for its authentic homemade Italian fare. Our deli's extensive menu features a mouthwatering selection of sandwiches and fresh salads all crafted from time-honored recipes and the finest ingredients."*

*- Shakeh Hambarchian*

## RATIONALE FOR SELECTION

CREATE A POSITIVE CUSTOMER EXPERIENCE THAT IS REFLECTIVE OF THE BURBANK, GLENDALE, PASADENA REGION

Tried-and-true local deli concept that prioritizes quality, efficiency, and customer service to create a seamless and easy takeaway experience. Original Burbank brand with a positive reputation and strong presence in the community.

OFFER A VARIETY OF BRANDS AND CONCEPTS WITH BROAD CUSTOMER APPEAL

Classic concept that creates broad customer appeal through the essential airport category—sandwiches—and all dayparts meal options all passenger demographics count on and expect.

OPTIMIZE FINANCIAL RETURNS TO THE AUTHORITY

Elevated customer service, higher end choices. Design optimized for BUR environment to communicate level of quality. Wide variety of menu items serving passengers at all mealtimes. Built for speed with Digital Menu Boards; Self-Order Kiosks; and Contactless Payment.

ENHANCE OPPORTUNITIES FOR PARTICIPATION BY LOCAL, SMALL, AND DISADVANTAGED BUSINESSES

Tony's Italian Deli is a locally owned and operated business. Tony's Italian Deli will operate as a Licensed Partnership Agreement between SSP America, BUR LLC & Tony's Italian Deli. A unique and committed partnership that goes beyond a standard licensed arrangement. Tony's Italian Deli will be involved in the ongoing management of the airside location, including every detail of sourcing, operation, quality control, recruitment, and staffing. Tony's Italian Deli will ensure a positive impact on the guest experience, quality, and commercial success of the restaurant, as results will tie directly back to their own commercial result of this truly unique local experience.

### **Specific concept descriptions & how they would be incorporated into the Airport program.**

Tony's Italian Deli is a local brand and deli concept that creates widespread appeal through a classic Italian deli offering. The brand is well known for its association as an original Burbank institution. Located in the A01 Space, Tony's Italian Deli is a go-to option for passengers who want a quick-service experience, a wide variety of options, and high-quality made-to-order sandwiches; wraps and salads.

The all dayparts concept offering features essential airport breakfast takeaway options—4 different on-trend egg-and-cheese breakfast sandwiches. The 4 signature cold subs and the 3 classic hot subs evoke Tony's old-school simplicity and authenticity. Each item on the gourmet sandwich menu, including the Bella Sub, pushes past the usual Italian deli offering and delivers on next level quality with specialty meats like soppressata and mortadella. Tony's Italian Deli also serves wholesome salads that accommodate passengers seeking lower-calorie everyday meal options.

Tony's Italian Deli offers healthy snacks pre-packaged to-go and a delightful little luxury—the Tiramisu Cup. The quick-service concept serves complimentary sides with each main menu item and a variety of hot and cold beverages from national and popular independent brands.



**Describe the analysis conducted to determine the concepts, brands, merchandise, menus, and product lines incorporated in the Proposal.**

As its business model, SSP America conducts unprecedented consumer research in the airport environment throughout the United States and the world, spanning 18k customers across 25 markets, collecting c. 3 million data points to determine diner preferences. Understanding our customers' mindsets helps to tailor a relevant restaurant portfolio, with food offerings and service/speed considerations that meet the future traveler's needs. We can deliver better insight to our airport partners with a clearer rationale for recommending brand choices, and we can inform our airport partners of the latest F&B trends in travel based on changing customer attitudes.

Specialty Italian delis are famous for high-quality ingredients, efficient service, and a classic selection of sandwiches. Tony's Italian Deli is an original Burbank institution that delivers on a familiar, high-quality offering passengers will recognize and enjoy. The concept targets an essential airport offering—sandwiches—and is a brand local passengers will recognize and a hidden gem visitors can “discover.” Each sandwich on Tony's menu has been developed by 40-plus years of experience operating in the Burbank market, giving passengers an immediate sense for the brand's ties to the area. BUR's passengers will love Tony's Italian Deli because the brand is a community steward, the food is high-end, familiar, and perfect for the airport environment. The experience surpasses expectations through its offering and its locality.



## AN ORIGINAL BURBANK INSTITUTION

- “Oh man. Those sandwiches!! Just such a difference in the taste, just fantastic.” - Arthur Illnicki, *Google Reviews*
- “Teaching my son to “buy local,” so we tried Tony's. We're so glad we did.” - Beth H., *Yelp*
- “The best subs in LA! The Tony's Special sub is my favorite, classic Italian with mortadella.” - Ed Benic, *Google Reviews*







## BREAKFAST SANDWICHES

\*gluten free english muffin (gf) +1.00  
served daily until 10:30am

EGG AND CHEESE (V) served on sourdough english muffin	9.25
BACON, EGG AND CHEESE served on sourdough english muffin	11.25
HAM, EGG, AND CHEESE served on sourdough english muffin	11.25
TURKEY SAUSAGE, EGG, AND CHEESE served on sourdough english muffin	11.25

## COLD SANDWICHES

served with choice of chips or fruit salad  
\*all cold sandwiches can be made as wraps  
\*gluten-free bread (gf) +1.00

all sandwiches are served with lettuce, tomatoes, mayo, mustard,  
onions, pickles and mozzarella cheese  
bread choices: wheat or white  
substitute cheese 0.75 | add avocado 2.25  
cheese selection: American, swiss, provolone, cheddar, pepperjack

<b>TONY'S SPECIAL SUB</b> mortadella, genoa salami, cooked salami, spicy ham and regular ham	16.75
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<b>AMERICAN SUB</b> ham, turkey and roast beef	16.75
<b>INSALATA SUBS</b> · Chicken Salad Sub · Egg Salad Sub	16.75
<b>VEGGIE BELLA (V)</b> sliced tomatoes, avocado, red onions, roasted bell peppers, swiss cheese and italian dressing	15.75
<b>VEGETARIAN SUB (V)</b> swiss cheese, marinated mushrooms, artichoke hearts with italian dressing	16.75
<b>SUBS (CHOOSE YOUR MEAT)</b> all sandwiches are served with lettuce, tomatoes, mayo, mustard, onions, pickles and mozzarella cheese  Turkey: oven roasted or smoked Beef: roast beef, corned beef or pastrami Italian Meats: genoa salami, mortadella, italian dry salami or sopressata More: ham, spicy ham or tuna	16.75

## HOT SANDWICHES

served with choice of chips or fruit salad  
\*available on gluten free bread (gf) +1.00

<b>PASTRAMI SUB</b> with lettuce, tomatoes, mayo, mustard, onions, pickles and mozzarella cheese	16.75
<b>REUBEN SANDWICH</b> corned beef, swiss cheese, sauerkraut and 1000 island dressing on rye bread	16.75
<b>MEATBALL SUB</b> hand-formed meatballs, tony's in-house marinara sauce, parmesan and mozzarella cheese	16.75

## GOURMET SANDWICHES

served with choice of chips or fruit salad  
\*available on gluten-free bread (gf) +1.00

<b>TURKEY CLUB SUB</b> roasted turkey, lettuce, tomatoes, pickles, onions, mayo, mustard, mozzarella, bacon, avocado and housemade italian dressing	20.25
<b>BELLA SUB</b> salami, soppressata, mortadella, lettuce, tomatoes, roasted bell peppers, swiss cheese and housemade italian dressing	20.25
<b>GRANDPA SUB</b> hot pastrami and corned beef, melted swiss cheese, lettuce, tomatoes, mayo, mustard, onions and pickles	20.25

## SALADS

<b>ANTIPASTO SALAD</b> genoa salami, mozzarella, mushrooms, artichokes, pepperoncini, lettuce, tomatoes, onions and black olives with italian dressing	15.50
<b>GREEK SALAD</b> lettuce, cucumbers, red onions, kalamata olives, tomatoes, pepperoncini and feta cheese with balsamic vinaigrette	15.50
<b>GARDEN SALAD (VG)(V)(DF)</b> lettuce, tomatoes, onions and carrots with italian dressing	9.00

Add any of the following for 6.25: Turkey, Ham or Tuna  
substitute dressings : ranch, housemade italian, balsamic vinegar,  
1000 island

## KIDS

\*available on gluten-free bread (gf) +1.00

<b>KIDS EGG AND CHEESE SANDWICH (V)</b> scrambled egg and american cheese	7.25
<b>KIDS DELI BREAKFAST SANDWICH</b> scrambled egg, choice of meat, american cheese	8.25
<b>KIDS GRILLED CHEESE (V)</b> melted american, provolone, cheddar cheese on white bread	7.50
<b>HALF SANDWICH</b> choice of turkey, ham, roast beef or salami with cheese on white bread	8.00

(V) Vegetarian (VG) Vegan (GF) Gluten-Free (DF) Dairy-Free (PK) Available Pre-Packaged  
Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.





## GRAB AND GO

SIDES & DESSERTS (PK)  
2.25 - 5.00

Assorted Whole Fruit (gf)(v)(vg)(df)  
Fruit Salad (gf)(v)(vg)(df)(pk)  
Fruit And Granola Yogurt Parfait (gf)(v)  
Veggies With Hummus Or Ranch (gf)(v)  
Meat And Cheese With Veggies (gf)  
Assorted Chips (gf)(v)(vg)(df)(pk)  
Tiramisu Cup (v)  
Chocolate Chip Cookie (v)(pk)

BOTTLED AND CANNED BEVERAGES  
3.50 - 5.00

Medium Hot Coffee  
Large Hot Coffee  
Small Hot Tea  
Medium Hot Tea  
Milk 7 oz  
Chocolate Milk 7 oz  
Small Tropicana Orange Juice  
Small Tropicana Apple Juice  
Small Tropicana Cranberry  
Medium Naked Juice Mighty Mango  
Medium Naked Juice Green Machine  
Medium Dole Strawberry Lemonade  
Medium Iced Tea  
Large Iced Tea  
Assorted Bottled Sodas 20 oz  
Assorted Canned Sodas 12 oz  
Bottled Water 20 oz

(V) Vegetarian (VG) Vegan (GF) Gluten-Free (DF) Dairy-Free (PK) Available Pre-Packaged  
Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.





**September 9, 2024**

Natalie Greene  
Sr. Director, Brands & Concepts  
SSP America, Inc.  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

Re: Letter of Authorization

Dear Natalie,

Please accept this letter confirming our authorization that SSP America, Inc. ("SSP") has the rights to include Tony's Italian Deli restaurants' trademarks, logos and products in the proposal of SSP to the lessor at the Hollywood Burbank Airport ("the Airport") regarding opportunities for development and operations of food and beverage concessions at the Airport.

With this letter, Tony's Italian Deli grants SSP the rights to operate Tony's Italian Deli at the Airport as proposed for the duration of the Food Service and Retail Concessions at the Hollywood Burbank Airport to be awarded.

This letter will remain in effect for one year following the date written above, and may be extended by mutual written agreement of the parties.

Sincerely,

Tony's Italian Deli

Name: *Shaker Ghazarian*  
Title: *V.P.*

SSP America, Inc.





**SOCIETY KITCHEN**

UNIT NO. B02 - BISTRO WITH BAR AND TAKEOUT

THE KEY TO HEALTHY FOOD

**SOCIETY**  
KITCHEN

# NEW AMERICAN MIXED-USE CONCEPT

## BRAND STORY

At Society Kitchen, sisters Nicole and April believe food transcends mere nourishment; it fosters community and connection. Founded with a passion for bringing people together, their restaurant serves as a vibrant hub where their creativity and culture can thrive alongside heartfelt hospitality and human connection. It's not just about serving meals—it's about nourishing relationships and cultivating a sense of belonging. Society Kitchen has fostered a strong reputation as a place where positive vibes and a welcoming culture reign supreme, earning a spot on every foodie's list of best brunches in the greater Los Angeles area.

**“Hello,  
gorgeous.”**

– Funny Girl (1968)

## UNIQUE ATTRIBUTES

- New American bistro featuring a variety of ethnic influences, gourmet coffee, a full-service bar, and a versatile offering available for takeout or dine-in.
- Local business and brand representing an up-and-coming California demographic, catering to craving high-quality fare in a casual environment.
- On-trend food and beverage offering that surpasses passenger expectations, providing a wide choice of options, multiple experiences, and unbeatable value.



## MEET THE BRAND

*"Society Kitchen is an all-day brunch, lunch, and dinner bistro dedicated to serving food and drink made with ingredients sourced from local farms. Our goal is to satisfy our guests with the simple pleasure of a great meal, the same feeling my sister and I would experience when returning home from college and going straight to our mother's kitchen."*

*- Nicole Ghafourian, Owner*

### RATIONALE FOR SELECTION

CREATE A POSITIVE CUSTOMER EXPERIENCE THAT IS REFLECTIVE OF THE BURBANK, GLENDALE, PASADENA REGION

Hip and homestyle brand bringing an innovative new American concept that integrates multiple different service styles and experiences, driving a customer experience reflective of regional commercial culture.

OFFER A VARIETY OF BRANDS AND CONCEPTS WITH BROAD CUSTOMER APPEAL

Distinct new California offering from a local brand and concept that reflects an alternative, up-and-coming demographic's approach to comfort food, coffee, cocktails, and the dine-in and take-out experiences at all day restaurants.

OPTIMIZE FINANCIAL RETURNS TO THE AUTHORITY

Elevated customer service, higher end choices. Design optimized for BUR environment to communicate level of quality. Wide variety of menu items serving passengers at all mealtimes. Fast casual component built for speed with Digital Menu Boards; Self-Order Kiosks; and Contactless Payment. Full-service component built to accommodate passengers with less dwell time, incorporating a streamlined service strategy with intuitive, easy-to-use Order at the Table technology.

ENHANCE OPPORTUNITIES FOR PARTICIPATION BY LOCAL, SMALL, AND DISADVANTAGED BUSINESSES

Society Kitchen is a locally owned and operated business. Society Kitchen will operate as a Licensed Partnership Agreement between SSP America, BUR LLC & Society Kitchen. A unique and committed partnership that goes beyond a standard licensed arrangement. Owner Nicole Ghafourian will be involved in the ongoing management of the airside location, including every detail of sourcing, operation, quality control, recruitment, and staffing. Society Kitchen will ensure a positive impact on the guest experience, quality, and commercial success of the restaurant, as results will tie directly back to their own commercial result of this truly unique local experience.

### **Specific concept descriptions & how they would be incorporated into the Airport program.**

Society Kitchen is a local brand and bistro concept that creates widespread appeal through a versatile new California offering spreading across all dayparts. The new American concept integrates multiple different experiences into one concept, fusing a full-service restaurant, full-service bar, and fast casual restaurant seamlessly. The simplicity of the food lends to the efficiency of the service, allowing for a speedy full-service experience and convenient takeaway experience. In the B02 space, Society Kitchen's takeaway counter is a great first option for passengers who want convenient access to a variety of more refined everyday meal options. The bistro and bar create casual atmospheres where customers can dine-in and enjoy a relaxed, paired-down full-service experience.

The robust concept offering at Society Kitchen creates variety through sandwiches, salads, and light new American entrees. On the breakfast menu, passengers find a range of familiar locally inspired dishes—

Avocado Toast, a Breakfast Burrito, Chilaquiles, and Banana Chia Quinoa. Catering to BUR's steady influx of arriving and departing passengers, lunch and dinner at Society Kitchen picks up with a range of ethnic influences, serving pastas, fried chicken sandwiches, fajita bowls, and an Asian inspired salad. All items are available for convenient takeout.

Society Kitchen's full-service bar features popular cocktails like Espresso Martinis, subtle twists on the classics like the Matcha Minto Mojito, and the essential brunch Mimosas. The multi-tiered liquor program creates options for passengers in need of higher-end liquors, or other classic cocktails. The draft beer program features a mix of national and local brand craft beers, while the extensive wine list offers carefully curated California state wines and other higher end wines of familiar, accessible, and on-trend varietals. The all dayparts gourmet coffee service adds an authentic new American element, catering to growing specialty coffee demographic.



**Describe the analysis conducted to determine the concepts, brands, merchandise, menus, and product lines incorporated in the Proposal.**

As its business model, SSP America conducts unprecedented consumer research in the airport environment throughout the United States and the world, spanning 18k customers across 25 markets, collecting 3 million data points to determine diner preferences. Understanding our customers' mindsets helps to tailor a relevant restaurant portfolio, with food offerings and service/speed considerations that meet the future traveler's needs. We can deliver better insight to our airport partners with a clearer rationale for recommending brand choices, and we can inform our airport partners of the latest F&B trends in travel based on changing customer attitudes.

The Los Angeles-Long Beach-Glendale Metropolitan area has fostered a unique kind of bistro, all dayparts cafe concept that has become popular across the United States in the form of health food chains, new California cuisine, and minimalist black and white aesthetics. From a local, woman-owned and operated business, Society Kitchen brings that concept to BUR in authentic form. People love being able to order more refined, globally influenced food in a casual, fast-paced atmosphere. The Society Kitchen experience adds to the happy hubbub of fast-paced lifestyles, creating a true hub of community connection. BUR's passengers will love the locally inspired menu, the accessibility of the restaurant, and the versatility of the Society Kitchen experience.



## LOCAL LOVE FOR SOCIETY KITCHEN

- "10 Unbelievably Good Brunch Spots In Los Angeles." - *Secret Los Angeles*
- "Inspiring Conversations with Nicole Ghafourian of Society Kitchen." - *VoyageLA*
- "With its beach-adjacent patio and multiple toasts, Society Kitchen is exactly what you think of when you hear the words 'Los Angeles breakfast cafe.'" - *The Infatuation*



## BREAKFAST

sub gluten-free bread 2.25

**AVOCADO TOAST (vg)(v)(df) 16.00**  
smashed avocado, everything bagel seasoning, cayenne on toasted sourdough

add any style egg 2.25

**BREAKFAST SANDWICH 18.00**  
sunny side up eggs, bacon, monterey jack cheese, tomatoes, garlic-herb aioli on toasted sourdough

**BREAKFAST BURRITO 16.00**  
scrambled eggs, monterey jack cheese, tator tots, flour tortilla with homemade salsa  
add bacon 3.50 | turkey bacon 3.50

**CHILAQUILES (spicy) (gf) 19.55**  
sunny side up eggs, black beans, corn tortilla chips, pico de gallo, avocado smash, ranchero salsa and creamy avocado salsa

**FARMER'S BREAKFAST 18.75**  
two eggs any style, bacon, roasted cherry tomatoes, roasted mushrooms, country potatoes with toasted sourdough

**BANANA CHIA QUINOA BOWL (vg)(v)(gf)(df) 14.75**  
chia seeds, strawberries, blueberries, banana, vanilla, agave, almonds

**VEGAN BREAKFAST BURRITO 17.25**  
tofu, onions, bell peppers, black beans with ranchero salsa  
avocado smash 2.00

**CRISPY FRENCH TOAST 17.25**  
crispy, but soft at heart

**Smoothies 11.50**

**KALE (vg)(v)(gf)(df)**  
banana, almonds, honey, almond milk

**BERRY GOOD (vg)(v)(gf)(df)**  
blackberries, blueberries, strawberries, apples, banana

## SANDWICHES

fries 2.25 | sweet potato fries 3.25  
tomato bisque 4.50 | sub gf bread 2.25  
add-on bacon 3.25

**SPICY FRIED CHICKEN 18.25**  
pepper jack cheese, kale, tomatoes, jalapeños, spicy aioli on brioche

**GRILLED CHICKEN AVOCADO 18.75**  
bacon, romaine lettuce, tomatoes, avocado smash, garlic aioli on toasted sourdough

**RUSTIC STEAK 19.50**  
pepper jack cheese, caramelized onions, tomatoes, garlic aioli on

**MUSHROOM VEGGIE SANDWICH (v) [vg as option] 17.75**  
burrata cheese, mushroom medley, spinach, tomatoes balsamic glaze and pesto suace on brioche

## ENTRÉES

**STEAK FAJITA BOWL (gf) 22.25**  
sautéed bell peppers and onions white rice, jalapeños, pico de gallo, creamy avocado salsa

**SPICY FARFALLE PASTA (v) 19.50**  
parmesan cheese, mushrooms, onions, bell peppers, corn, tomatoes

**CHICKEN TACOS (gf) 17.25**  
three corn tortillas, cabbage slaw, creamy avocado salsa

**SALMON RICE BOWL (gf)(df) 21.75**  
sautéed mushroom, bell peppers, carrots and onions, sesame seeds, white rice, asian sesame

## SOUP

**TOMATO BISQUE (v) 6.75**  
creamy goodness

## KIDS MENU

served with fries and your choice or milk or soda

**GRILLED CHEESE (v) 11.50**  
(option to add fries or fruit)

**QUESADILLA (v) 11.50**  
(option to add chicken)

**GRILLED CHICKEN 14.75**  
(option to add fries)

**BUTTERED PASTA (v) 11.50**

## SALADS

**ASIAN (v) 18.25**  
mixed cabbage, romaine lettuce, carrots, spring onions, crispy wontons, rice noodles, almonds, mandarin oranges, peanut dressing  
with chicken 4.00 | salmon 6.25 | tofu 3.25

**KALE (v) [vg as option] 17.25**  
parmesan cheese, romaine lettuce, quinoa, raisins, almonds, lemon dressing  
with chicken 4.00 | salmon 6.25 | tofu 3.25

**CALIFORNIA CAESAR (gf) 22.25**  
bacon, grilled chicken, hard-boiled egg, parmesan cheese, romaine lettuce, tomatoes, avocado smash, caesar dressing

## SIDES

**BACON 3.25 (gf)(df)**

**TURKEY BACON 3.25 (gf)(df)**

**COUNTRY POTATOES 4.50 (v)**

**SEASONAL FRUIT 4.50 (vg)(v)(gf)(df)**

**FRIES (v)(gf) | SWEET POTATO**

**FRIES (v)(gf) 4.50**

## DESSERTS

**NEW YORK CHEESECAKE (v) 5.75**  
blend of sour cream and cream cheese slowly baked on top of a graham cracker crust and topped with ground almonds

**CARROT BAR (v) 4.50**  
made with carrots, raisins, pineapple and pecans, layered and covered with cream cheese frosting, surrounded with diced almonds

## DRINKS

3.75-6.00

**MEDIUM APPLE JUICE**  
**MEDIUM BLACK ICED TEA**  
**20 OZ BOTTLED WATER**  
**ASSORTED LARGE FOUNTAIN SOFT DRINK**  
**MEDIUM HOT CHOCOLATE**  
**MEDIUM ORANGE JUICE**  
**MEDIUM MINT LEMONADE**  
**20 OZ SPARKLING WATER**

(V) Vegetarian (VG) Vegan (GF) Gluten-Free (DF) Dairy-Free (PK) Available Pre-Packaged  
Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.



## COFFEE

Hot 12 oz, Cold 16 oz

**AMERICANO 5.00**  
**CAPPUCCINO 6 OZ 5.75**  
**CARAMEL LATTE 6.25**  
**DRIP COFFEE 4.50**  
**ESPRESSO 4.00**  
**FLAT WHITE 5.75**  
**LATTE 6.00**  
**MOCHA 6.25**  
**PURE BLACK 7.00**  
**UBE LATTE 7.25**  
**VANILLA LATTE 6.25**

## SIGNATURES

Hot 12 oz, Cold 16 oz

**CRÈME BRÛLÉE**  
**CAPPUCCINO 6 oz 9.00**  
 espresso, caramel syrup, sugar  
**DEEP ROOTED 12.50**  
 espresso, coconut, ube  
 (sweet potato)  
**LAVENDER FOG 13.00**  
 earl grey tea, lavender syrup  
**PURE PASSION 10.25**  
 passion fruit guava juice,  
 muddled berries, lemon  
**ROSEMARY RISE 13.75**  
 matcha, rosemary  
 cardamon syrup  
**SAGED SPACE 6 oz 13.75**  
**HOT TEAS 5.75**  
 Chamomile, earl grey, green,  
 peppermint, rooibos

## CANNED AND BOTTLED BEER

12 oz | 6.55 – 7.65

DOMESTIC	IMPORTED
Budweiser	Dos Equis
Bud Light	Lager
Miller Light	Tecate
Miller	Corona Light
Genuine Draft	Modelo
Michelob	Especial
Ultra	
Coors Light	

## COCKTAILS

**BLOODY MARY 16.00**  
 tomato mix with soju vodka  
**BREAK TIME 17.00**  
 mixed berries, guava juice, prosecco  
**THE MULE 13.50**  
 straight soju vodka, lemon juice,  
 ginger beer  
**MATCHA MINT MOJITO 16.00**  
 matcha, mint, lemon, lime, agave,  
 soju citrus vodka  
**MIDNIGHT SMASH 16.00**  
 blackberries, lemon, agave, soju  
 citrus vodka  
**MIMOSA 12.50**  
 orange juice with sparkling wine  
**MOUNT FUJI 21.95**  
 toki suntory whisky and apple purée  
 topped with club soda  
**LA PALOMA 18.75**  
 tres agaves organic 100% de agave  
 blanco tequila, grapefruit juice,  
 ginger syrup and club soda  
**MEZCAL MANHATTAN 19.75**  
 bosscal joven mezcal, casamigos  
 añejo tequila and antica formula  
 sweet vermouh with a dash of  
 orange and angostura bitters  
**BUFFALO TRACE OLD FASHION 17.25**  
 buffalo trace bourbon, angostura  
 bitters, simple syrup

## DRAFT CALIFORNIA CRAFT BEER

16 oz | 8.00 - 10.50

**UNICORN JUICE – Artifex Brewing Company, San Clemente, CA**  
 Wheat Beer American Pale Wheat / 5%  
**OVERZEALOUSLY ZEALOUS – Orange, CA – Triple IPA / 11.1% ABV**  
**SLAP & TICKLE – Brewery X, Anaheim, CA – IPA / 6.7% ABV**  
**DICTIONARY ROULETTE – Brewery X, Anaheim, CA – Hazy IPA / 7.4% ABV**  
**AVENTURA – Hanger 24, Redlands, CA – Lager – Mexican / 4.6% ABV**  
**ORANGE WHEAT - Hanger 24, Redlands, CA**  
 Wheat Beer – American Pale Wheat / 4.1% ABV  
**ATMOSPHERIC RIVER – Bottle Logic Brewing, Anaheim, CA**  
 Pilsner – Other / 5% ABV  
**HANAMACHI – Bottle Logic Brewing, Anaheim, CA**  
 Lager – Japanese Rice / 5% ABV  
**THICK HAZE – Oscar Blues Brewing – Hazy India Pale Ale – IPA / 7.0% ABV**  
**YETI – Great Divide Brewing – Imperial Stout / 9.5% ABV**

## WINE

	6 oz	9 oz	Bottle
White J Vineyard Pinot Gris	12.00	18.00	48.00
Matanzas Creek Sauvignon Blanc	18.00	27.00	72.00
La Crema Sauvignon Blanc, Sonoma County	17.00	25.50	68.00
La Crema Chardonnay, Sonoma Coast	17.00	25.50	68.00
Bravium Chardonnay	19.00	28.50	76.00
Napa Cellars Chardonnay	19.00	28.50	76.00
Fog Crest Chardonnay	23.00	34.50	92.00
Rosé Kendall-Jackson Vintner's Reserve	17.00	25.50	68.00
Red Cline Seven Ranchlands Pinot Noir	13.00	19.50	52.00
Frei Brothers Merlot Dry Creek Reserve	13.00	19.50	52.00
Decoy Limited Cabernet Sauvignon	16.00	24.00	64.00
Educated Guess Red Blend	17.00	25.50	68.00
Mount Peak Rattlesnake Zinfandel	17.00	25.50	68.00

**MULTI-TIERED PREMIUM LIQUOR PROGRAM 1.5 oz liquor pour | 9.00 - 14.00**

(V) Vegetarian (VG) Vegan (GF) Gluten-Free (DF) Dairy-Free (PK) Available Pre-Packaged  
 Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.



**September 3, 2024**

Natalie Greene  
Sr. Director, Brands & Concepts  
SSP America, Inc.  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

Re: Letter of Authorization

Dear Natalie,

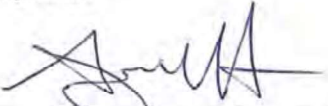
Please accept this letter confirming our authorization that SSP America, Inc. ("SSP") has the rights to include Society Kitchen restaurants' trademarks, logos and products in the proposal of SSP to the lessor at the Hollywood Burbank Airport ("the Airport") regarding opportunities for development and operations of food and beverage concessions at the Airport.

With this letter, Society Kitchen grants SSP the rights to operate Society Kitchen at the Airport as proposed for the duration of the Food Service and Retail Concessions at the Hollywood Burbank Airport to be awarded.

This letter will remain in effect for one year following the date written above, and may be extended by mutual written agreement of the parties.

Sincerely,

Society Kitchen

  
Name: **APIKC HEIDARIAN**  
Title: **PRESIDENT**

**SSP America, Inc.**

## HOMESTATE

UNIT NO. B04 - FAST CASUAL WITH BAR



# HomeState

## HIP AND HOMESTYLE MEXICAN KITCHEN

### BRAND STORY

Before Brianna “Breezy” Valdez opened the first HomeState, she had never owned a business before. Though she spent time as a line cook in a serious professional kitchen, she was admittedly no chef. But the secret to great breakfast tacos, the best margaritas, and the most Mexican American vibes isn’t found in some Michelin star restaurant. Brianna was driven by a love for her culture and an intense longing for queso. She began hosting pop-ups around LA to test her concept and her recipes. In 2013, she found the right space and with a little help from her mother, opened up the first HomeState in Hollywood.

Now with 8 locations across the LA, Pasadena, Oceanside, and Culver City, HomeState is one of the most approachable, exciting, and on-trend new Mexican American concepts growing across the Greater Los Angeles Area. HomeState’s tortillas are a tribute to Brianna’s Grandmother Lala; Brianna brought queso from Texas to LA; the vibe is family-oriented and fun too. HomeState’s Band Taco Program has hosted legends like Questlove, indie fixtures like Khruangbin, and up-and-coming stars like Phoebe Bridgers. The list goes on and on—HomeState’s time is right now.

### UNIQUE ATTRIBUTES

- Local brand with a strong presence in the greater Los Angeles community, creating deep connections with regular customers.
- Innovative new California concept serving authentic Mexican food in a refined fast casual environment, giving on-trend but not trendy.
- High-quality food and beverage offering that surpasses passenger expectations, providing a wide choice of options and unbeatable value.

**“HERE’S  
LOOKING AT  
YOU, KID.”**  
- CASABLANCA (1942)



# RATIONALE FOR SELECTION

CREATE A POSITIVE CUSTOMER EXPERIENCE THAT IS REFLECTIVE OF THE BURBANK, GLENDALE, PASADENA REGION

Local brand known for hip and homestyle Mexican that is both authentic and elevated, creating a distinct new California experience unique to the region.

OFFER A VARIETY OF BRANDS AND CONCEPTS WITH BROAD CUSTOMER APPEAL

Popular Mexican concept serving a wide range of accessible all dayparts meal options, remaining familiar while adding distinct and authentic twists.

OPTIMIZE FINANCIAL RETURNS TO THE AUTHORITY

Elevated customer service, higher end choices. Design optimized for BUR environment to communicate level of quality. Wide variety of menu items serving passengers at all mealtimes. Fast casual component built for speed with Digital Menu Boards; Self-Order Kiosks; and Contactless Payment. Full-service component built to accommodate passengers with less dwell time, incorporating a streamlined service strategy with intuitive, easy-to-use Order at the Table technology.

ENHANCE OPPORTUNITIES FOR PARTICIPATION BY LOCAL, SMALL, AND DISADVANTAGED BUSINESSES

HomeState is a locally owned and operated business. HomeState will operate as a Licensed Partnership Agreement between SSP America, BUR LLC & HomeState. A unique and committed partnership that goes beyond a standard licensed arrangement. HomeState will be involved in the ongoing management of the airside location, including every detail of sourcing, operation, quality control, recruitment, and staffing. HomeState will ensure a positive impact on the guest experience, quality, and commercial success of the restaurant, as results will tie directly back to their own commercial result of this truly unique local experience.



## MEET THE BRAND

*“I founded HomeState in 2013 with the dream of sharing my identity through food and hospitality. We aim to be your home away from home, no matter where you are from.” sense of home with the taste of a local favorite at Burbank airport.”*

*- Brianna Valdez, Founder & CEO*

### Specific concept descriptions & how they would be incorporated into the Airport program.

HomeState is a local brand and ethnic fast casual restaurant with a bar that creates widespread appeal through a versatile new California offering spreading across all dayparts. The brand successfully elevates Mexican food, refining the traditional aesthetics of Mexican restaurants without compromising on authenticity or value. In the B04 space, HomeState is a great first option for passengers who want to choose from a variety of everyday meal options like tacos, bowls, and salads. Proven to be one of LA’s best spot for breakfast tacos, HomeState is sure to be BUR’s essential Mexican restaurant.

The robust concept offering at HomeState creates variety through tacos, the essential SoCal category. All in all, there are 10 different kinds of tacos at HomeState. Spread across all dayparts, the Breakfast Tacos are made with eggs, a variety of beans, meats like bacon, chorizo, and popular meat substitutes like shitake mushrooms and potatoes. Of course,

everything is loaded with cheddar or Monterrey jack cheese, given the option to choose a corn tortilla and go dairy-free. Passengers familiar with the Spanish classic breakfast Migas will be surprised to see such authentic food, and unfamiliar passengers will discover something new at HomeState.

Catering to BUR’s steady influx of arriving and departing passengers, lunch and dinner at HomeState picks up with Anytime Taco that feature classic tacos incorporating subtly innovative toppings like pickled jalapeños. Other familiar Mexican food items like nachos and quesadillas are offered, while a delicious Salted Chocolate Chip cookie caps off the offering.

HomeStates full-service bar features margaritas and palomas made with fresh fruit juices, other popular Latino specialty cocktails like Ranchwater, and signature drinks like the Mezcal Manhattan that put

subtle twists on the classics. The multi-tiered liquor program creates options for passengers in need of higher-end liquors, or other classic cocktails. The draft beer program features a mix of national and local brand craft beers, while the extensive wine list offers carefully curated California state wines and other higher end wines of familiar, accessible, and on-trend varietals.

**Describe the analysis conducted to determine the concepts, brands, merchandise, menus, and product lines incorporated in the Proposal.**

As its business model, SSP America conducts unprecedented consumer research in the airport environment throughout the United States and the world, spanning 18k customers across 25 markets, collecting c. 3 million data points to determine diner preferences. Understanding our customers' mindsets helps to tailor a relevant restaurant portfolio, with food offerings and service/speed considerations that meet the future traveler's needs. We can deliver better insight to our airport partners with a clearer rationale for recommending brand choices, and we can inform our airport partners of the latest F&B trends in travel based on changing customer attitudes.

Within the Pasadena market, HomeState is successful because the brand is cool, authentic, and homestyle. The concept targets the most popular ethnic food category in the United States—Mexican food—but is known and distinguished by its hip, urban atmosphere. A numberless count of restaurateurs have attempted to “elevate” Mexican food, but end up only making street food expensive. HomeState kept the classics, the homestyle vibes, and the simplicity of great Mexican food, but refreshed the environment in new American fashion. Brianna Valdez represents a demographic of second and third generation Americans with Mexican roots, and that means HomeState caters to a new American customer. BUR's passengers will love HomeState because the restaurant is homestyle but hip, the food is creative and high-quality, and the experience is unforgettable.



## AWARDS AND ACCOLADES

- *Named to Condé Nast's "36 Best Restaurants in Los Angeles"*
- *"With high-quality ingredients, accessible price points and Texas hospitality, HomeState is truly a welcome addition to the neighborhood." - Pasadena Weekly*
- *"Questlove, Local Natives, and Warpaint Craft Signature Tacos for Scholarship Benefit's 10th Anniversary." - Pitchfork*
- *"HomeState Takes LA's Best Breakfast Tacos to the Westside." - Eater LA*





# HomeState

A TEXAS KITCHEN

Est. 2013  
BY TEXAS NATIVE  
Briana Valdez

## BREAKFAST TACOS

**CHOICE OF TORTILLA:**  
**CORN (GF) OR HOMESTATE'S FLOUR.**  
ANY TACO IS A DAIRY FREE OPTION BY REMOVING CHEESE AND SUBSTITUTE A CORN TORTILLA.

**Trinity** 5.75  
pasture-raised eggs, bacon, potatoes, cheddar

**Guadalupe** 5.75  
pasture-raised eggs, chorizo, cheddar

**Comal** (v) 4.50  
pasture-raised eggs, black beans, monterey jack

**Blanco** (v) 5.75  
chino valley farms organic egg whites, shiitake mushrooms, monterey jack

**Don't Mess With Texas** 5.75  
refried charro beans, bacon, potatoes, cheddar

**Pecos** 6.00  
pasture-raised eggs, shredded brisket

## MIGAS

**PASTURE-RAISED EGGS SCRAMBLED WITH CRISPY CORN STRIPS, ONIONS, CHEESE.**  
\*MAKE ANY MIGA A BOWL  
ADD AVOCADO +1.50    ADD TORTILLA +1.00

**Classic** (v) 9.75  
cheddar

**Andy's** 10.85  
chorizo, monterey jack

**Lonestar** 13.75  
shredded brisket, cheddar, pico de gallo

## ANYTIME TACOS

**CHOICE OF TORTILLA:**  
**CORN (GF) OR HOMESTATE'S FLOUR.**  
ANY TACO IS A DAIRY FREE OPTION BY REMOVING CHEESE AND SUBSTITUTE A CORN TORTILLA

**Potato** (v) 5.75  
potatoes, cheddar, sour cream, guacamole, cabbage slaw, pico de gallo, pickled jalapeños

**Chicken** 6.50  
organic chicken, spicy achiote marinade, guacamole, cabbage slaw

**Picadillo** 6.50  
ground beef, potatoes, carrots, cabbage slaw, pickled jalapeños

**Brisket** 6.75  
shredded brisket, guacamole, cabbage slaw

## NACHOS

**Chicken Nachos** (gf) 14.95  
organic chicken, tortilla chips, queso, pico de gallo, pickled jalapenos, pickled onions and sour cream

**Brisket Nachos** (gf) 14.95  
brisket chili, tortilla chips, queso, pico de gallo, pickled jalapenos, pickled onions and sour

**Black Bean Nachos** (v) 12.65  
black beans, tortilla chips, queso, pico de gallo, pickled jalapenos, pickled onions and sour

## SALADS

**The Ranch Salad** (v) 16.00  
kenter farms organic lettuce, black beans, avocado, monterey jack, pickled red onions, pico de gallo, crispy tortilla strips, choice of creamy chipotle lime, lime vinaigrette, or tomatillo ranch dressing  
ADD SHREDDED BRISKET  
OR ORGANIC CHICKEN +4.50

**Jaco Salad** 19.00  
organic iceberg lettuce, ground beef, black beans, cheddar cheese, tomatoes, salsa, sour cream

## SIDES

**HomeState's Flour Tortillas** 9.00  
made fresh in-house, dozen

**Crispy Potatoes** (vg)(v)(gf) 5.75  
ADD SIDE OF TOMATILLO RANCH +2.25

**Crispy Potatoes and Lil' Queso** (v) 10.00

**Black or Charro Beans** 4.00  
choice of vegetarian black beans or pinto beans with bacon, monterey jack

## QUESO, CHIPS, DIPS

DIPS SERVED WITH CHIPS.

**Big Queso** (v) 10.25

**Loaded Queso** 11.50  
topped with brisket chili or black beans, guacamole, pico de gallo, sour cream

**Big Guacamole** 11.50

**Chips and Salsa** (v) 5.75

## EATS

**Frito Pie In A Bag** (vg optional) 10.25  
black beans or brisket chili, queso, lettuce, sour cream, tomatoes, pickled jalapeños, pickled red onions

**Cowboy Cup and Chips** (v)(vg optional) 7.45  
black or charro beans, guacamole, pico de gallo, cabbage slaw, pickled red onions, pickled jalapeños

**Quesadilla** 9  
choice of tortilla: corn or homestate's flour with shredded brisket or organic chicken

## SWEET TOOTH

**Salted Chocolate Chip Cookie** (v) 4.50  
dark chocolate, maldon sea salt

**Brownie** (v) 5.00  
dark chocolate double fudge

## KIDS PICKS

TACOS ARE AVAILABLE IN CORN (GF) OR HOMESTATE'S FLOUR TORTILLA.  
ANY TACO IS A DAIRY FREE OPTION BY REMOVING CHEESE AND SUBSTITUTE A CORN TORTILLA.

## TACOS

**Egg and Cheese** (v) 4.00  
pasture-raised eggs, monterey jack

**Comal** (v) 4.50  
pasture-raised eggs, black beans, monterey jack

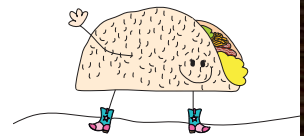
**Brazos** (v) 4.00  
black beans, monterey jack

**Shredded Brisket Jaco** 5.75  
shredded brisket

## EATS

**Cheese Quesadilla** (v) 4.50  
ADD SHREDDED BRISKET +4.50

**Kids Frito Pie in a Bag** (v) 8.00  
black beans, queso, lettuce, sour cream



(V) Vegetarian (VG) Vegan (GF) Gluten-Free (DF) Dairy-Free

Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.





# HomeState

A TEXAS KITCHEN



## BEVERAGES

4.25-4.75

- Medium Coffee
- Medium Assorted Hot Teas
- Medium Orange Juice
- Medium Apple Juice
- Large Assorted Fountain Soda
- Medium Arnold Palmer
- Hibiscus Limeade
- Medium Lemonade
- Bottled Water 16.9 oz
- Topo Chico 12 oz
- Medium Organic Iced Tea

## MARGARITAS AND PALOMAS

- 1.5 oz liquor pour (Small) 16.00
- 3 oz liquor pour (Large) 20.50

*Lil' or Big Margarita*  
frozen or on the rocks

*Lil' or Big Spicy Paloma*  
frozen or on the rocks

## SPECIALTY COCKTAILS

16.00 - 23.00

### 1.5 OZ LIQUOR POUR

#### *Ranchwater*

tequila, combier, topo chico, lime, our version of a skinny margarita

#### *Wheatley Chilies And Peppers Mary*

wheatley vodka, demitri's all natural chilies and peppers mix, worcestershire, lemon juice, celery seed and horseradish

#### *Smoky Bloody Maria*

del maguey vida mezcal, habanero bloody mary mix, hot sauce, chipotle salt rim & lime wedge

#### *Sunrise Mimosa*

don julio silver tequila, la marca prosecco, orange juice and grenadine

#### *Mezcal Manhattan*

don julio silver blanco tequila, casamigos mezcal, dolin rouge vermouth, pedro ximenez sherry, angostura bitters and an orange wheel

#### *HomeState Michelada*

don julio reposada tequila, modelo especial, fresh lime juice, jugo maggi, hot sauce and worcestershire

#### *Mole Old Fashion*

don julio anejo tequila, cinnamon syrup, mole bitters, angostura bitters and an orange peel

#### *Mexican Martini*

don julio silver blanco tequila, orange liqueur, lime juice and olive brine

## DRAFT BEER

Pints 7.00 - 10.00

- Lagunitas IPA
- Sierra Nevada Pale Ale
- Modelo Especial
- Stone Delicious IPA
- Stone Buenaveza Salt & Lime Lager
- Firestone 805 Blonde

## CANNED AND BOTTLED BEER

12 - 16 oz 6.55 - 10.50

### *Domestic*

- Corona Extra
- Russian River Temptation Sour Blonde
- Russian River Blind Pig IPA
- Shiner Bock
- Budweiser
- Bud Light
- Miller Light
- Miller Genuine Draft
- Michelob Ultra
- Coors Light

### *Imported*

- Dos Equis Lager
- Tecate
- Corona Light
- Modelo Especial

## WINE

(SOUTHERN CALIFORNIA VARIETALS) GLASS 6 OZ.

### *Sparkling*

- Benvolio Prosecco, Italy: Glass 13.00 | Bottle 52.00
- Domaine de la Terre Rouge Vin Gris de Mourvèdre: Glass 13.80 | Bottle 55.20
- Liquid Farm "La Hermana" Rosé: Glass 10.35 | Bottle 41.40

### *White*

- Groth Sauvignon Blanc: Glass 11.50 | Bottle 46.00
- Cakebread Cellars Sauvignon Blanc: Glass 14.95 | Bottle 59.80
- La Crema Chardonnay: Glass 10.35 | Bottle 41.40
- Cambria Katherine's Vineyard Chardonnay: Glass 12.65 | Bottle 50.60

### *Red*

- Siduri Pinot Noir: Glass 11.50 | Bottle 46.00
- Foxen Pinot Noir: Glass 14.95 | Bottle 59.80
- Andrew Murray Vineyards Tous les Jours Syrah: Glass 13.80 | Bottle 55.20
- Justin Cabernet Sauvignon: Glass 14.95 | Bottle 59.80
- Caymus Special Selection Cabernet Sauvignon: Glass 27.50 | Bottle 110.00
- Turley Wine Cellars Old Vines Zinfandel: Glass 16.50 | Bottle 66.00

## MULTI-TIERED PREMIUM LIQUOR PROGRAM

1.5 oz Liquor Pour, 9.00 - 14.00

(V) Vegetarian (VG) Vegan (GF) Gluten-Free (DF) Dairy-Free

Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.

# HomeState

September 4, 2024

Natalie Greene  
Sr. Director, Brands & Concepts  
SSP America, Inc.  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

Re: Letter of Authorization

Dear Natalie,

Please accept this letter confirming our authorization that SSP America, Inc. ("SSP") has the rights to include HomeState restaurants' trademarks, logos and products in the proposal of SSP to the lessor at the Hollywood Burbank Airport ("the Airport") regarding opportunities for development and operations of food and beverage concessions at the Airport.

With this letter, HomeState grants SSP the rights to operate HomeState at the Airport as proposed for the duration of the Food Service and Retail Concessions at the Hollywood Burbank Airport to be awarded.

This letter will remain in effect for one year following the date written above, and may be extended by mutual written agreement of the parties.

Sincerely,

HomeState

Name:  
Title:

*Briana Valdez*  
BRIANA VALDEZ  
CEO FOUNDER

SSP America, Inc.



## BEACHWOOD CAFE

UNIT NO. C01 - LOCAL BRAND CASUAL DINING RESTAURANT



THAT CAFE ON THE WAY TO THE  
HOLLYWOOD SIGN WHERE HARRY STYLES ATE

## BRAND STORY

What was once a hidden gem located in a relatively quiet neighborhood on the way up to the Hollywood sign became a national sensation when megastar Harry Styles ate there. Yep, it's that simple. The modern American concept is laced with Scandinavian, Mediterranean, and Asian influences, serving an extensive new California diner style menu of "scramblettes," pancakes, breakfast bowls, and new Mexican American breakfast classics like Chilaquiles and breakfast burritos. Simply put, there's little explanation for the five-hour wait stretching around the block other than "the Harrys."

The Harry Styles superfans put Beachwood Cafe on the map, and now the longtime local eatery is getting its due recognition. Designed by renowned local architect Barbara Bestor, Beachwood Cafe retains an authentic neighborhood feel despite its award-winning design—making it the epitome of elevated kitsch. The cafe serves fresh farm-to-table fare in a smartly reinterpreted classic style, offering friendly hospitality that's never stuffy, and an experience that's on-trend but not too trendy. Beachwood Cafe is a new American concept that will surpass passenger expectations through the multiplicity and versatility of its appeal.

"I WISH I  
KNEW HOW  
TO QUIT YOU."

– Brokeback Mountain (2005)

## UNIQUE ATTRIBUTES

- One-of-a-kind restaurant brand with a one-of-a-kind reputation, being known as a local cafe in Beachwood Canyon and the place where Harry Styles ate.
- Innovative new California concept that captures an all dayparts, all kinds of customer appeal without compromising on the gastronomic experience.
- On-trend, high-quality food and beverage offering that surpasses passenger expectations, providing a wide choice of options and unbeatable value.



# MEET THE BRAND

*“Known for its creative menu with Mediterranean, Asian, and Scandinavian influences, Beachwood Cafe offers a diverse range of dishes made from scratch, using only the freshest ingredients. The cafe isn’t just a place to eat—it’s a hub of connection, where guests feel like part of the neighborhood. Whether you’re enjoying a cozy breakfast or an afternoon coffee, Beachwood Cafe delivers an experience that is as memorable as its food.”*

*-Mike Fahim, Owner*

## RATIONALE FOR SELECTION

CREATE A POSITIVE CUSTOMER EXPERIENCE THAT IS REFLECTIVE OF THE BURBANK, GLENDALE, PASADENA REGION

Highly reputable local cafe featuring a variety of ethnic influences, award winning design, and a high-quality food and beverage program, drawing attention from Harry Styles, national media publications, and creating a widely recognizable sense of place.

OFFER A VARIETY OF BRANDS AND CONCEPTS WITH BROAD CUSTOMER APPEAL

Innovative concept that captures the broad customer appeal of classic American diners, with an extensive food and beverage menu, family-friendly environment, and all dayparts full-service.

OPTIMIZE FINANCIAL RETURNS TO THE AUTHORITY

Elevated customer service, higher end choices. Design optimized for BUR environment to communicate level of quality. Wide variety of menu items serving passengers at all mealtimes. Built to accommodate passengers with less dwell time, incorporating a streamlined service strategy with intuitive, easy-to-use Order at the Table technology and Contactless Payment.

ENHANCE OPPORTUNITIES FOR PARTICIPATION BY LOCAL, SMALL, AND DISADVANTAGED BUSINESSES

Beachwood Cafe is a locally owned and operated business. Beachwood Cafe will operate as a Licensed Partnership Agreement between SSP America, BUR LLC & Beachwood Cafe. A unique and committed partnership that goes beyond a standard licensed arrangement. Beachwood Cafe will be involved in the ongoing management of the airside location, including every detail of sourcing, operation, quality control, recruitment, and staffing. Beachwood Cafe will ensure a positive impact on the guest experience, quality, and commercial success of the restaurant, as results will tie directly back to their own commercial result of this truly unique local experience.



### **Specific concept descriptions & how they would be incorporated into the Airport program.**

Beachwood Cafe is a local brand and contemporary casual dining restaurant that creates widespread appeal through a versatile new California offering spreading across all dayparts. The brand is well known for its association with Harry Styles but is better known to Beachwood Canyon locals as a beautifully designed cafe and new-school diner. Located in the expansive C01 Space, Beachwood Cafe is a go-to option for customers who want a full-service experience and a wide variety of options. As an essential American cafe and diner concept, the extensive food and beverage menu covers all dayparts naturally and effectively.

The robust concept offering at Beachwood Cafe features a range of new California classics like Acai bowls and Chilaquiles. The 5 signature “scramblettes” make Beachwood Cafe feel familiar without feeling stale, old-fashioned, or kitschy. Each breakfast item, including the Lemon Ricotta Pancakes, incorporate a range of ethnic influences, creating a true new American menu that’s both fresh and familiar. Beachwood Cafe’s full-service, gourmet coffee menu offers a variety of espresso-based coffee drinks, various lattes, and plant-based milks. In true diner style, all juices, fountain sodas, and iced teas come with free refills.





## BEACHWOOD CAFE IN THE NATIONAL NEWS

- *“Harry Styles Ate Here. His Fans Will Now Eat Here Forever.” - The New York Times*
- *“Harry Styles fans travel to line up at the Beachwood Cafe after he sang about its coffee.” - Daily Mail*
- *“Just as the coffees out at Beachwood Cafe, the emotions are pouring on The Kelly Clarkson Show.” - Billboard*



Catering to BUR's steady influx of arriving and departing passengers, lunch and dinner at Beachwood Cafe features versatile everyday meal options like bowls, salads, and sandwiches. Starters, like the Crispy Cauliflower, and more elevated entrees, like the Scottish Wild Salmon, evoke a real sense of the elevated experience BUR is trying to create. Freshly prepared, pre-packaged food is also available for purchase.

Beachwood Cafe's full-service bar features a straightforward cocktail list that offers a range of light, sparkling, on-trend cocktails like Aperol Spritzes, French 75's, and Palomas. The multi-tiered liquor program creates options for passengers in need of higher-end liquors, or other classic cocktails. The draft beer program features a mix of national and local brand craft beers, while the extensive wine list offers carefully curated California state wines and other higher end wines of familiar, accessible, and on-trend varietals.

***Describe the analysis conducted to determine the concepts, brands, merchandise, menus, and product lines incorporated in the Proposal.***

As its business model, SSP America conducts unprecedented consumer research in the airport environment throughout the United States and the world, spanning 18k customers across 25 markets, collecting c. 3 million data points to determine diner preferences. Understanding our customers' mindsets helps to tailor a relevant restaurant portfolio, with food offerings and service/speed considerations that meet the future traveler's needs. We can deliver better insight to our airport partners with a clearer rationale for recommending brand choices, and we can inform our airport partners of the latest F&B trends in travel based on changing customer attitudes.

Within the Los-Angeles-Long Beach-Glendale Metropolitan market, Beachwood Cafe is successful because the concept is familiar yet fresh, the food and beverage program is smartly elevated, and the experience is on-trend without being trendy. The concept targets AM mealtimes—breakfast and brunch—but refuses to compromise on a strong all dayparts menu offering. The classic diner is being recreated in fashionable areas across the United States to create comfortable all dayparts restaurants that people want to spend time and money in. Beachwood Cafe has been doing that since its inception in 2012 . BUR's passengers will love Beachwood Cafe because the restaurant possesses a beautiful atmosphere, the food is multi-ethnic and high-quality, and the experience is simultaneously innovative and classic.



# BREAKFAST • Served Until 10:30am

## scramblettes

**beachwood** 19.95

spicy turkey sausage, cheddar jack cheese, homemade pico de gallo, guacamole, sour cream

**mark** (gf) 19.95

egg whites, baby spinach, button shrooms, spicy turkey sausage, homemade pico de gallo, guacamole

**nichols** 19.95

cherrywood smoked bacon, cheddar, baby spinach, spanish onions

**weid** (vg, v, gf) 19.95

seasoned tofu scramble, button shrooms, baby spinach, fire roasted peppers, grilled corn, spanish onions, vegan mozzarella

**powerhouse** 19.95

organic chicken breast, baby spinach, jack cheese

### Build Your Own Scramblette

----- 19.95 -----

choose up to 3

#### vegetables

baby spinach, asparagus, bell peppers, button shrooms, spinach, spanish onions, tomatoes

#### protein

cherrywood smoked bacon, canadian bacon, italian sausage, spicy turkey sausage, chicken sausage, veggie sausage

#### cheese

mozzarella, cheddar, greek feta

ADDITIONAL ITEMS +1.75



## batter bar

**buttermilk pancake** (v) 18.95

stone-milled flour topped with strawberries and powdered sugar

**lemon ricotta pancake** (v) 19.95

fluffy pancakes infused with tangy lemon and creamy ricotta cheese topped with housemade sweet cream and fresh berries

**classic french toast** (v) 18.95

topped with strawberries and powdered sugar

**stuffed french toast** (v) 19.95

stuffed and grilled with strawberry and housemade sweet cream

**classic waffles** (v) 19.95

stone-milled flour, topped with strawberries and housemade sweet cream

## egg dishes

**two eggs and choice of meat** (gf) 18.95

cherrywood smoked bacon, canadian bacon, italian sausage, chicken sausage or veggie sausage, toast, breakfast potatoes, mix greens or fruit +2.00

**two-two-two** 19.95

two eggs (any style) choice of cherrywood smoked bacon, canadian bacon, italian sausage, chicken sausage or veggie sausage, pair with choice of french toast or pancakes, upgrade to specialty pancakes or french toast +4.00

**breakfast sandwich** 16.95

over easy egg, cherrywood smoked bacon, cheddar cheese, tomato, sriracha aioli, brioche bun, served with potatoes

**classic benedicts** 18.95

smoked canadian bacon, brioche, lemon hollandaise, paprika

## breakfast bowls

**overnight oats** (v, v, gf) 16.95

local seasonal fruit, cinnamon, raw honey, chia seeds, coconut milk

**parfait** (v, vg, gf, pk) 16.95

housemade vegan coconut yogurt, local seasonal fruit, housemade granola

**acai bowl** (v, vg, gf, lf, pk) 18.25

bananas, fresh berries, housemade granola, coconut flakes, peanut butter

### South Of The Border breakfast

**chilaquiles** (v, gf) 19.95

fresh made tortilla chips, two over medium eggs, homemade salsa roja, queso fresco, cilantro, and sour cream

**vegan burrito** (v, vg, gf, lf) 17.95

veggie sausage, pico de gallo, hass avocado, tofu scramble, vegan mozzarella, salsa verde

**breakfast burrito** 17.95

farm fresh scrambled eggs, guacamole, cherrywood bacon, tillamook cheddar jack cheese, pico de gallo, add potatoes +2.25

### breakfast sides

fruit (vg, v, gf, lf, pk) 7.75

solo pancake 7.95

country potatoes 6.85

cherrywood bacon (gf, lf) 7.95

house chicken

sausage (gf, lf) 5.75

veggie sausage (vg, v, gf, lf) 6.85

avocado (vg, v, gf, lf) 4.50

### pastries and sweets (v, pk)

croissant 4.95

chocolate croissant 5.25

blueberry muffin 5.25

blueberry scone 4.95

lemon poppy seed scone 4.95

double chocolate brownie 6.50

chocolate chip cookie 4.95  
(contains walnuts)

peanut butter cookie 4.95

lemon bar 5.95

seven-layer bar 4.95

s'more chocolate bar 4.50

flourless chocolate cake (gf) 5.75

(V) Vegetarian (VG) Vegan (GF) Gluten-Free (LF) Lactose-Free (DF) Dairy-Free (PK) Pre-Packaged  
Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.



## LUNCH AND DINNER

### appetizers and sides

<b>panko crusted fries</b> (v)	8.00
<b>crispy cauliflower</b> (v)	12.50
garlic serrano, spicy korean, asian sticky or spicy buffalo, pecorino romano	
<b>crisp brussel sprout</b> (v, gf)	12.50
freshly grated pecorino romano, golden balsamic drizzle	
<b>chicken tortilla soup</b> (gf)	
<b>cup</b> 6.75 <b>bowl</b> 10.95	

### salads

add chicken 6.75 | add salmon 11.50 | add tofu 6.75

<b>raw kale and brussels sprout salad</b> (v, gf, pk)	19.95
cabbage, toasted peanuts, cranberries, pecorino romano, sesame vinaigrette	
<b>mediterranean salad</b> (v, gf, pk)	19.95
romaine lettuce, mix greens, persian cucumbers, cherry tomatoes, red onions, garbanzo beans, black olives, feta, champagne vinaigrette	
<b>california caesar salad</b> (pk)	19.95
romaine, cherry tomatoes, cherrywood bacon, hard boiled eggs, parmesan, avocado, caesar dressing	

### wings

<b>garlic and serrano</b>	13.50
pasture-raised chicken wings marinated and smothered in our homemade garlic and serrano sauce, served with a side of ranch	
<b>spicy korean chicken</b>	13.50
pasture-raised chicken wings marinated and smothered in our homemade korean spicy sauce, served with a side of ranch	
<b>housemade spicy buffalo</b>	13.50
pasture-raised chicken wings marinated and smothered in our housemade spicy buffalo sauce, served with a side of ranch	

### sandwiches

all sandwiches available on gluten-free bread or bun +1.00

<b>classic cheeseburger</b>	19.95
fresh ground chuck, romaine, cheddar, beefsteak tomato, pickles, herb aioli, spicy ketchup, brioche bun	
<b>black bean burger</b> (v, gf, df)	19.95
our signature vegan recipe, beefsteak tomatoes, romaine, housemade guacamole, vegan aioli, ciabatta bun	
<b>krispy chicken</b> (pk)	19.95
grilled chicken, homemade crispies, aioli, pickled onions, tomatoes, mustard, coleslaw, ciabatta bun	
<b>spicy chicken sandwich</b>	19.95
fried mary's chicken, special sauce, coleslaw, tomato, brioche bun	
<b>chicken avocado blt wrap</b> (pk)	19.95
organic marinated grilled chicken, cherrywood bacon, romaine, tomatoes, hass avocado, herb aioli, wheat tortilla	
<b>chipotle steak</b>	21.95
grass-fed skirt steak, grilled onions, shiitake mushroom, arugula, fontina cheese, hass avocado, chipotle aioli, french roll	

### bowls 21.50

<b>sophia</b> (v, vg, gf, df)	
miniri sesame tofu, basmati brown rice, braised kale, persian cucumbers, daikon pickles, sweet peanut sauce, cilantro and housemade kimchi	
<b>chicken bowl</b> (gf)	
spanish rice, fresh grilled corn, pickled onions, grilled zucchini	

### entrees

<b>scottish wild salmon</b> (gf, lf)	29.75
jasmine rice, sauteed bok choy, ginger-garlic vinaigrette	
<b>herbed brick chicken</b>	28.75
crispy fried broccolini, creamy mashed potatoes, brown butter lemon sauce	
<b>grilled skirt steak</b>	29.75
seasoned and grilled, served with french fries	
<b>house pasta</b> (v)	25.25
spicy orzechiette vodka	

### just for kids

\*sandwich and cheeseburger available on gluten-free bread or bun (gf)

<b>pancake breakfast</b>	14.00
mini pancake and choice of meat	
<b>egg breakfast</b>	14.00
egg, potatoes and choice of meat	
<b>grilled cheese* with fries</b> (v)	14.00
<b>cheeseburger* and fries</b>	14.00
<b>chicken and rice</b> (gf)	14.00
<b>cheese quesadilla with chips</b> (v)	14.00

### desserts

<b>new york cheesecake</b> (v)	6.25
<b>tiramisu</b> (v)	5.75

## BEVERAGES

### coffee

Served hot or iced  
Hot 12 oz / Cold 20 oz  
Sub almond milk, oat or coconut milk +.75

<b>drip coffee</b>	4.75
<b>cold brew</b>	5.50
<b>americano</b>	4.50
<b>double espresso</b>	4.50
<b>espresso macchiato</b>	4.75
<b>capuccino</b>	6.25
<b>latte</b>	6.25
<b>vanilla latte</b>	6.25
<b>mocha latte</b>	6.75
<b>caramel latte</b>	6.75
<b>matcha latte</b>	6.75
<b>chai tea latte</b>	6.75

Free refills on juice, fountain soda and iced tea

<b>orange juice</b>	4.95
<b>apple juice</b>	4.50
<b>fountain Soda</b>	4.25
<b>lemonade</b>	4.75
<b>basil mint lemonade</b>	5.25
<b>passionfruit lemonade</b>	5.25
<b>lavender lemonade</b>	5.25
<b>strawberry lemonade</b>	5.25
<b>bottled water</b>	4.25
<b>sparkling water</b>	4.25
<b>organic black iced tea</b>	4.50
<b>assorted hot teas</b>	4.75

### draft beer

Pints 7.00 - 10.00

<b>lagunitas IPA</b>
<b>sierra nevada pale ale</b>
<b>golden road mango cart</b>
<b>stone delicious IPA</b>
<b>russian river piny the elder</b>
<b>frestone 805 blonde</b>
<b>lost coast great white</b>

### canned and bottled beer

12 oz 6.55 - 7.65

<b>domestic</b>	<b>imported</b>
budweiser	dos equis
bud light	lager
miller light	tecate
miller genuine	corona light
draft	modelo
michelob ultra	especial
coors light	

### multi-tiered premium liquor program

1.5 oz liquor pour, 9.00 - 14.00

### cocktails

1.5 oz liquor pour

<b>chilies and pepper mary</b>	15.50
wheaty vodka, demar's all natural chilies and peppers mix, worcestershire, lemon juice, celery seed and horseradish	
<b>mimosa</b>	13.50
<b>strawberry mimosa</b>	13.50
<b>peach bellini</b>	13.50
<b>espresso tini</b>	16.00
kumiho vodka, espresso, salted caramel syrup	
<b>passion fruit margarita</b>	16.00
kumiho tequila, lime juice, passion fruit syrup	
<b>minty mojito</b>	16.00
kumiho vodka, lime juice, fresh mint, sparkling soda	
<b>aperol spritz</b>	16.00
aperol and sparkling wine topped with club soda	
<b>la paloma</b>	16.00
tres agaves organic 100% de agave blanco tequila, grapefruit juice, ginger syrup, club soda	
<b>french 75</b>	16.00
aviation gin, sparkling wine, simple syrup and lemon juice	
<b>irish mule</b>	16.00
jameson irish whiskey, fresh lime and mint with ginger and club soda	

### wine 6oz pour

	Glass	Bottle
<b>sparkling and rosé</b>		
xarello/macabeo/parallada, juve y camps reserva de la familia brut cava, spain 2017		41.00
donelli lambuso, grasparossa, emilia-romagna, italy	13.50	41.00
rose AIX coteaux d'aux-en-provence, provence, france	13.50	41.00
<b>white</b>		
pinot grigio, pighin friuli grave, italy 2023	13.50	41.00
pinot gris, archery summit vireton, willametta valley, oregon 2022		41.00
sauvignon blanc, craggy range, te muna vineyard, martinborough, new zealand 2022	13.50	44.00
chardonnay, albert bichat, vire-lesse, france 2020		56.00
chardonnay, buehler russian river, valley, california 2019	13.50	41.00
<b>red</b>		
gamay, chateau de vareennes, beaujolais-villages, france 2022	13.50	36.50
tempranillo, el coto crianza rioja, spain 2019		41.00
grenache/syrah/mouvedre, chateau la nerthe les cassagnes, cotes du rhone villages, france 2021		41.00
pinot noir, lyric, monterey county, 2020	13.50	41.00
pinot noir, domaine guyon "les, dames de vergy", hautes cotes de nuits, france 2020		55.00
pinot noir, gary farrell russian, river, california 2021		82.00
pinot noir, etude estate, carneros, california 2019		55.00
pinot noir, dumol ester reach, russian river, california 2021		82.00
cabernet sauvignon, kanonkop, kadette, stellenbosch, south africa 2019	13.50	41.00
cabernet sauvignon, mendel, mendoza, argentina 2019		41.00
cabernet sauvignon, gunbur, sonoma county, california 2021		46.00
cabernet sauvignon/merlot/syrah, chateau pennautier, caberdes, france 2019		41.00

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**September 3, 2024**

Natalie Greene  
Sr. Director, Brands & Concepts  
SSP America, Inc.  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

Re: Letter of Authorization

Dear Natalie,

Please accept this letter confirming our authorization that SSP America, Inc. ("SSP") has the rights to include Beachwood Cafe restaurants' trademarks, logos and products in the proposal of SSP to the lessor at the Hollywood Burbank Airport ("the Airport") regarding opportunities for development and operations of food and beverage concessions at the Airport.

With this letter, Beachwood Café grants SSP the rights to operate Beachwood Cafe at the Airport as proposed for the duration of the Food Service and Retail Concessions at the Hollywood Burbank Airport to be awarded.

This letter will remain in effect for one year following the date written above, and may be extended by mutual written agreement of the parties.

Sincerely,

Beachwood Cafe

Name: MIKE FAHIM

Title: OWNER

# DOGHAUS

UNIT NO. C07 - IN-LINE QSR

# Everyone's at home at DogHaus



## BRAND STORY

Ever since opening their first location in Pasadena in 2010, DogHaus has been trending upwards, outwards, and everywhere across the country. The burger joint, biergarten, and absolute wüerst place ever has gained a reputation as a firmly contemporary, hyper-personal brand. Apparently the team behind DogHaus, three friends who share a passion for creativity, quality, and a commitment to the community can do just about anything. In their nearly 15 years of success, Hagop, Quasim, and Andre's brand has 120+ locations nationwide, the endorsement of major critics, influencers, and the love of locals everywhere.

With certified humanely raised, hormone and antibiotic-free beef and pork, hormone- and antibiotic-free, vegetarian-fed poultry, Dog Haus ensures its values are evident in its offerings. The Dog Haus experience emphasizes fun, personal connection, and community engagement—guests and staff included. Simply put, there is no place quite like Dog Haus. It's the haus where everyone's at home.

**"Do we have a lobster door? No. We have a dog door. We are getting a dog."**

**- Lilo & Stitch (2002)**

## UNIQUE ATTRIBUTES

- Pasadena born-and-bred brand with a strong, rapidly growing national presence showing success across multiple markets and various formats.
- Innovative new California concept featuring hormone and antibiotic free beef, unique burgers with creative toppings, and seven signature breakfast burritos.
- On-trend, high-quality food and beverage offering that surpasses passenger expectations, providing a wide choice of options and unbeatable value.



## RATIONALE FOR SELECTION

CREATE A POSITIVE CUSTOMER EXPERIENCE THAT IS REFLECTIVE OF THE BURBANK, GLENDALE, PASADENA REGION

Original Pasadena brand that elevates the customer experience through an edgy and personal aesthetic, a high-quality quick service offering, and signature new California touches.

OFFER A VARIETY OF BRANDS AND CONCEPTS WITH BROAD CUSTOMER APPEAL

Innovative quick service concept proudly projecting its personality, offering popular all dayparts meal options like breakfast burritos, burgers, and creative Haus Dogs & Sausages.

OPTIMIZE FINANCIAL RETURNS TO THE AUTHORITY

Elevated customer service, higher end choices. Design optimized for BUR environment to communicate level of quality. Wide variety of menu items serving passengers at all mealtimes. Built for speed with Digital Menu Boards; Self-Order Kiosks; and Contactless Payment.

ENHANCE OPPORTUNITIES FOR PARTICIPATION BY LOCAL, SMALL, AND DISADVANTAGED BUSINESSES

DogHaus is a locally owned and operated business. DogHaus will operate as a Licensed Partnership Agreement between SSP America, BUR LLC & DogHaus. A unique and committed partnership that goes beyond a standard licensed arrangement. DogHaus will be involved in the ongoing management of the airside location, including every detail of sourcing, operation, quality control, recruitment, and staffing. DogHaus will ensure a positive impact on the guest experience, quality, and commercial success of the restaurant, as results will tie directly back to their own commercial result of this truly unique local experience.

### Specific concept descriptions & how they would be incorporated into the Airport program.

DogHaus is a national brand and in line quick-service concept that creates widespread appeal through a versatile new California offering spreading across all dayparts. The brand operates concepts across different formats, in quick-service environments, fast casual and full-service restaurants, and the growing beer garden category. At the three concept Tri-City Food Hall, DogHaus is a great first option for passengers who want to try one of the newest names in many markets' newest national restaurant chain. The quick service burger and dog concept is so successful because it prioritizes quality and creativity, consistently churning out satisfactory customer experiences.

The robust all dayparts concept offering at DogHaus features a range of the new California classic—breakfast burritos. 7 signature breakfast burritos makes DogHaus a premier breakfast option for all passengers, providing a variety of wholesome and delicious options through a very popular category. Catering to BUR's steady influx of arriving and departing passengers, lunch and dinner at DogHaus consists of a variety of freshly made combos, snacks, and meal options. DogHaus has 6 signature burgers, 6 Haus Dogs & Sausages, and popular chicken options. Each category gives the customer the option to go plant based. And in true new California style, everything at DogHaus can be served in a bowl on a bed of greens.

DogHaus has an extensive kids menu, including two different breakfast burritos, impossible nuggets, a tenders meal, and sliders. The concept will also offer a variety of single serving canned beers, wines, and non-alcoholic drinks from popular national brands and unique independent brands.



## MEET THE BRAND

*“Dog Haus’ acclaimed chef-driven take on American classics has brought West Coast culinary thinking to burger, brat and brew lovers across the nation. Although we started in Pasadena, we’ve been operating in Burbank for over a decade and our food is a hometown favorite. Taking Dog Haus into the Burbank Airport is an exciting way to showcase the area’s food culture and casual vibe, giving travelers a real taste of Southern California.”*

**- Hagop Giragossian, Founding Partner**







***Describe the analysis conducted to determine the concepts, brands, merchandise, menus, and product lines incorporated in the Proposal.***

As its business model, SSP America conducts unprecedented consumer research in the airport environment throughout the United States and the world, spanning 18k customers across 25 markets, collecting c. 3 million data points to determine diner preferences. Understanding our customers' mindsets helps to tailor a relevant restaurant portfolio, with food offerings and service/speed considerations that meet the future traveler's needs. We can deliver better insight to our airport partners with a clearer rationale for recommending brand choices, and we can inform our airport partners of the latest F&B trends in travel based on changing customer attitudes.

Within the Burbank, Glendale, and Pasadena markets, DogHaus is successful because the brand is real, uncensored, and funny. The concept targets the most popular food category—burgers—but is known and distinguished by its Haus Sausages & Dogs offering. Every quick service chain in America is continuously reinvigorating their menus with creative menu items, and DogHaus's menu has provided variety through creativity since its very beginning. The people behind the brand and concept represent a diverse demographic, and that means they cater to a new American customer. BUR's passengers will love DogHaus because the restaurant has a unique personality, the food is creative and high-quality, and the experience is unforgettable.

## AWARDS AND ACCOLADES

- *Named to Nation's Restaurant News "100 Under 100: Emerging Restaurant chains that are thriving in the U.S."*
- *Named to Restaurant Business Magazine's "Technomic Top 500" in 2024*
- *Named to the Franchise Time's "Top 400 List" in 2024*







# HAUS BREAKFAST BURRITOS

\*AVAILABLE ON GLUTEN-FREE TORTILLAS +1.00

## HAUS BURRITO 11.29

3 SUNNY SIDE UP EGGS, SMOKED BACON, WHITE AMERICAN CHEESE, CRISPY TATER TOTS, CARAMELIZED ONIONS AND SPICY MAYO WRAPPED IN A FLOUR TORTILLA THEN GRILLED

## WURST BURRITO 12.59

3 SUNNY SIDE UP EGGS, CHOICE OF SAUSAGE WHITE AMERICAN CHEESE, CRISPY TATER TOTS, CARAMELIZED ONIONS AND SPICY MAYO WRAPPED IN A FLOUR TORTILLA THEN GRILLED

## BRONCO BURRITO 13.19

3 SUNNY SIDE UP EGGS, SMOKED BACON, WHITE AMERICAN CHEESE, AVOCADO, PICKLED JALAPENOS, CRISPY TATER TOTS, COJITA CHEESE AND CHIPOTLE AIOLI WRAPPED IN A FLOUR TORTILLA THEN GRILLED

## BORRACHO BURRITO 13.19

3 SUNNY SIDE UP EGGS, SMOKED BACON, HAUS CHILI, WHITE AMERICAN CHEESE, CRISPY TATER TOTS AND MAYO WRAPPED IN A FLOUR TORTILLA THEN GRILLED

## CHACHI BURRITO 15.99

3 SUNNY SIDE UP EGGS, SPICY ITALIAN SAUSAGE, PASTRAMI, WHITE AMERICAN CHEESE, CRISPY TATER TOTS AND SPICY MAYO WRAPPED IN A FLOUR TORTILLA THEN GRILLED

## IMPOSSIBLE CALI (v) 13.69

3 SUNNY SIDE UP EGGS, IMPOSSIBLE SAUSAGE PATTY, WHITE AMERICAN CHEESE, ARUGULA, AVOCADO, CRISPY TATER TOTS, SPICY BASIL AIOLI, AVOCADO

## IMPOSSIBLE HAUS (v) 13.69

3 SUNNY SIDE UP EGGS, IMPOSSIBLE SAUSAGE PATTY, WHITE AMERICAN CHEESE, CRISPY TATER TOTS, CARAMELIZED ONIONS, SPICY MAYO

# BURGERS

HORMONE AND ANTIBIOTIC FREE BEEF SERVED ON KING'S HAWAIIAN ROLLS



### MAKE IT A BOWL

MAKE A BURGER A BOWL SERVED ON A BED OF GREENS (GF)

## RINGER 13.69

CHEDDAR CHEESE, SMOKED BACON, ONION RINGS, AND BBQ SAUCE

## CHEESEBURGER 13.69

WHITE AMERICAN CHEESE, PICKLES, LETTUCE, TOMATO, ONION, AND SECRET SAUCE

## LITTLE MULE 13.69

WHITE AMERICAN CHEESE, AVOCADO, PICKLED JALAPENOS, COTIJA CHEESE, FRIED EGG, AND CHIPOTLE AIOLI

## HOLY AIOLI 13.69

WHITE AMERICAN CHEESE, SMOKED BACON, CARAMELIZED ONIONS, AND GARLIC AIOLI

## THE HANGOVER 14.29

WHITE AMERICAN CHEESE, SMOKED BACON, HAUS CHILI, FRIED EGG, AND MAYO

## IMPOSSIBLE BURGER 16.59

IMPOSSIBLE PATTY, PICKLES, LETTUCE, TOMATO, ONION, WHITE AMERICAN CHEESE, SECRET SAUCE

## MAKE IT IMPOSSIBLE (vg)(v) 2.79

## MAKE IT A DOUBLE 4.29

ADD A SECOND PATTY WITH CHEESE TO YOUR BURGER

# HAUS DOGS AND SAUSAGES

SERVED ON KING'S HAWAIIAN ROLLS



### MAKE IT A BOWL

MAKE ANY HAUS DOG A BOWL SERVED ON A BED OF GREENS (GF)

## DOWNTOWN 11.39

SMOKED BACON DOG, CARAMELIZED ONIONS, PICKLED PEPPERS, MAYO, MUSTARD, AND KETCHUP

## OLD TOWN 11.39

SMOKED BACON DOG, CARAMELIZED ONIONS, CHIPOTLE AIOLI, PICKLED JALAPENOS, AND COTIJA CHEESE

## CHILI IDOL 11.39

HAUS CHILI, CHEDDAR CHEESE SAUCE, AND ONIONS

## SOOO CALI 11.39

WILD ARUGULA, AVOCADO, TOMATO, CRISPY ONIONS, AND SPICY BASIL AIOLI

## SOOO VEGGIE 12.59

WILD ARUGULA, AVOCADO, TOMATO, CRISPY ONIONS AND SPICY BASIL AIOLI ATOP A PLANT-BASED SAUSAGE

## RESERVOIR HOG 12.59

POLISH KIELBASA, HAUS CHILI, HAUS SLAW, AND YELLOW MUSTARD

(V) Vegetarian (VG) Vegan (GF) Gluten-Free (LF) Lactose-Free

Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.

# CHICKEN

ANTIBIOTIC FREE CHICKEN SERVED ON KING'S HAWAIIAN ROLLS



## MAKE IT A BOWL

MAKE ANY HAUS CHICKEN A BOWL SERVED ON A BED OF GREENS (GF)

### TENDERS 11.39

CRISPY FRIED CHICKEN TENDERS SERVED WITH A DIPPING SAUCE

### BAD MUTHA CLUCKA 14.89

CRISPY FRIED CHICKEN TENDERS, LETTUCE, PICKLES, MISO RANCH

### IMPOSSIBLE BAD MUTHA CLUCKA (vg)(v) 17.99

CRISPY FRIED IMPOSSIBLE CHICKEN, TENDERS, LETTUCE, PICKLES, MISO RANCH

### IMPOSSIBLE TENDERS (vg)(v) 14.89

CRISPY FRIED IMPOSSIBLE TENDERS, SERVED WITH A DIPPING SAUCE

# ON THE SIDE

FRIES (v)(lf) 3.99

TATER TOTS (v)(lf) 3.99

CHEESE FRIES (v) 5.69

CHEESE TOTS (v) 5.69

HAUS SLAW (v) 4.49

ONION RINGS (v) 4.49

SWEET POTATO FRIES (v)(gf)(lf) 4.49

HAUS CHILI 6.79

# KIDS MEALS

### KIDS BACON BURRITO 8.99

2 SUNNY SIDE UP EGGS, SMOKED BACON, WHITE AMERICAN CHEESE, CRISPY TATER TOTS WRAPPED IN A FLOUR TORTILLA SERVED WITH CHOICE OF JUICE

### KIDS SAUSAGE BURRITO 8.99

2 SUNNY SIDE UP EGGS, CHOICE OF SAUSAGE WHITE AMERICAN CHEESE, CRISPY TATER TOTS WRAPPED IN A FLOUR TORTILLA SERVED WITH CHOICE OF JUICE

### KIDS IMPOSSIBLE NUGGET MEAL (v) 8.99

4 IMPOSSIBLE CHICKEN NUGGETS WITH FRIES OR TATER TOTS AND A CHOICE OF DRINK

### TENDERS KIDS MEAL 10.29

2 CHICKEN TENDERS SERVED PLAIN, PLUS FRIES OR TOTS AND FOUNTAIN DRINK OR JUICE

### KIDS SLIDERS 10.29

TWO SLIDERS PLUS FRIES OR TOTS, AND A FOUNTAIN DRINK OR JUICE

# DESSERT

FRESH BAKED COOKIE 2.99

SHAKES 6.89

(CHOCOLATE, VANILLA, SALTY CARAMEL)

# BEVERAGES 2.99 - 5.99

MEDIUM COFFEE

MEDIUM HOT TEA

SMALL TROPICANA ORANGE JUICE

SMALL TROPICANA APPLE JUICE

SMALL TROPICANA CRANBERRY

MEDIUM NAKED JUICE MIGHTY MANGO

MEDIUM NAKED JUICE GREEN MACHINE

MEDIUM DOLE STRAWBERRY LEMONADE

MEDIUM DOLE LEMONADE

LARGE ICED TEA

ASSORTED SMALL, MEDIUM AND LARGE FOUNTAIN SOFT DRINKS

20 OZ BOTTLED WATER

20 OZ SPARKLING WATER

# BEER 8.45 - 10.75

COORS LIGHT 16OZ ALUMINUM BOTTLES

BUDWEISER 16OZ ALUMINUM BOTTLES

LAGUNITAS IPA 19.2OZ CANS

BREWYARD JEWEL CITY - CALIFORNIA COMMON 16OZ CANS

BREWYARD YASUKE - MATCHA BLACK LAGER 16OZ CANS

TRULY WILD BERRY 12OZ CAN

ANGRY ORCHARD 12OZ CAN

MICHELOB ULTRA 16OZ ALUMINUM BOTTLES

# WINE 12.45 - 14.75

BEV GLITZ Bubbly White 5 oz

EXTRA DRY + EXTRA FIZZY CRISP AND BUBBLY WHITE WINE WITH NOTES OF WHITE PEACH, GREEN APPLE AND TROPICAL LIME

BEV NOIR 5 oz

CITRUS BLOSSOMS, FRESH POMEGRANATE, AND LIGHT BLACKBERRY

BEV GLOW 5 oz

FRAGRANT MELON, TROPICAL FRUIT, AND JASMINE FLOWERS

BEV GLAM 5 oz

PASSION FRUIT, DELIGATE RED BERRIES, AND WHITE PEACH

(V) Vegetarian (VG) Vegan (GF) Gluten-Free (LF) Lactose-Free  
Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.





**September 3, 2024**

Natalie Greene  
Sr. Director, Brands & Concepts  
SSP America, Inc.  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

Re: Letter of Authorization

Dear Natalie,

Please accept this letter confirming our authorization that SSP America, Inc. ("SSP") has the rights to include Dog Haus restaurants' trademarks, logos and products in the proposal of SSP to the lessor at the Hollywood Burbank Airport ("the Airport") regarding opportunities for development and operations of food and beverage concessions at the Airport.

With this letter, Dog Haus grants SSP the rights to operate Dog Haus at the Airport as proposed for the duration of the Food Service and Retail Concessions at the Hollywood Burbank Airport to be awarded.

This letter will remain in effect for one year following the date written above, and may be extended by mutual written agreement of the parties.

Sincerely,

Dog Haus

A handwritten signature in blue ink, appearing to read "Erik Hartung", is written over the printed name.

Name: Erik Hartung  
Title: Executive Vice President

## THE RED CHICKZ

UNIT NO. C08 - IN-LINE QSR

# THE RED CHICKZ®

Est. 2018

Nashville Hot Chicken

## THE CRUNCHIEST HOT CHICKEN KNOWN FROM NASHVILLE TO CALIFORNIA

### BRAND STORY

Shawn Lalehzarian and his partners did their homework before bringing Nashville hot chicken to the West Coast. They spotted an emerging trend, made a pilgrimage to the hot chicken Mecca, sourced an authentic seasoning and sauce recipe, and worked with 8 different chefs to perfect the frying process. What sets The Red Chickz apart from other hot chicken restaurants

is their signature Southern Homestyle “Comeback” sauce, the idyllic crispy crunch of their fried chicken, and their evergreen online content. The Red Chickz’s TikTok account has accumulated 1.1M followers and a grand total of 34.6M likes for its interactive and mouth-watering content.

### UNIQUE ATTRIBUTES

- On-trend chicken concept cooking up the crunchiest, hand-breaded, always fresh Nashville-style hot chicken in California.
- Social media savvy brand that personally connects with customers through mouthwatering content and continued product innovation.
- High-quality food and beverage offering that surpasses passenger expectations, providing a wide choice of options and unbeatable value.

“Show me the money!”

— Jerry Maguire (1996)

Taking recommendations from its fanbase, Red Chickz now offers plant-based sandwich options and is in the midst of an ongoing evolution in the world of quick-service chicken. The local concept has 4 locations across the state of California and one in Texas, with an ambitious plan to keep growing and growing.





## MEET THE BRAND

*"At The Red Chickz, we're reimagining Nashville Hot Chicken with a bold California twist, offering the crunchiest, most flavorful chicken on the market – with or without the heat. The Red Chickz is the result of passion, perseverance, and a deep love for great food. What started in downtown Los Angeles has quickly grown into a beloved staple of the city and a viral sensation, thanks to our diverse menu, and unmatched flavors."*

*- Shawn Lalehzarian, CEO and Founder of The Red Chickz*

## RATIONALE FOR SELECTION

CREATE A POSITIVE CUSTOMER EXPERIENCE THAT IS REFLECTIVE OF THE BURBANK, GLENDALE, PASADENA REGION

California born brand and concept that is on top of national trends in chicken, creating a sense of the Tri-Cities' innovative commercial marketplace through its fun, exciting, and unique customer experience.

OFFER A VARIETY OF BRANDS AND CONCEPTS WITH BROAD CUSTOMER APPEAL

Trending chicken brand and concept that prioritizes continued product innovation, offering a wide variety of signature chicken sandwiches, indulgent breakfast options, and plant-based options.

OPTIMIZE FINANCIAL RETURNS TO THE AUTHORITY

Elevated customer service, higher end choices. Design optimized for BUR environment to communicate level of quality. Wide variety of menu items serving passengers at all mealtimes. Built for speed with Digital Menu Boards; Self-Order Kiosks; and Contactless Payment.

ENHANCE OPPORTUNITIES FOR PARTICIPATION BY LOCAL, SMALL, AND DISADVANTAGED BUSINESSES

The Red Chickz is a locally owned and operated business. The Red Chickz will operate as a Licensed Partnership Agreement between SSP America, BUR LLC & The Red Chickz. A unique and committed partnership that goes beyond a standard licensed arrangement. The Red Chickz will be involved in the ongoing management of the airside location, including every detail of sourcing, operation, quality control, recruitment, and staffing. The Red Chickz will ensure a positive impact on the guest experience, quality, and commercial success of the restaurant, as results will tie directly back to their own commercial result of this truly unique local experience.





### **Specific concept descriptions & how they would be incorporated into the Airport program.**

The Red Chickz is a California born brand and in line quick-service concept that implements the latest trends in chicken and flavor forward meal options to create an exciting, indulgent, new California offering. At the three concept Tri-City Food Hall, The Red Chickz is a great first option for passengers who want to try one of the hottest up-and-coming names in the everchanging world of quick-service chicken restaurants. Nashville style hot chicken concepts are popular across different demographics and in different regions across the United States because their chicken is incredibly crispy, seasoned to choice, and accompanied by a variety of signature sauces.

The Red Chickz is a robust all dayparts concept offering classic, indulgent breakfast items like the French Toast the Chicken and Waffles—each served with 2 or 3 tenders and maple syrup. Catering to BUR’s steady influx of arriving and departing passengers, lunch and dinner at The Red Chickz consists of a variety of freshly made combos, snacks, and meal options. The Red Chickz has 5 signature chicken sandwiches, homestyle meal options like the Chickz Tenders basket, and delicious plant-based options like the Cauliflower Bites. Everything at The Red Chickz comes with one of 8 signature sauces and a choice between wedges or coleslaw.

For passengers looking for indulgent meal options, The Red Chickz is a convenient and obvious first option. Alongside the “Comeback Sauce,” a classic southern dipping sauce made popular by the original Nashville hot chicken joints and trending national brands, The Red Chickz creates variety in chicken with a variety of signature sauces. The concept will also offer a variety of single serving canned beers, wines, and non-alcoholic drinks from popular national brands and unique independent brands.



### **Describe the analysis conducted to determine the concepts, brands, merchandise, menus, and product lines incorporated in the Proposal.**

As its business model, SSP America conducts unprecedented consumer research in the airport environment throughout the United States and the world, spanning 18k customers across 25 markets, collecting c. 3 million data points to determine diner preferences. Understanding our customers’ mindsets helps to tailor a relevant restaurant portfolio, with food offerings and service/speed considerations that meet the future traveler’s needs. We can deliver better insight to our airport partners with a clearer rationale for recommending brand choices, and we can inform our airport partners of the latest F&B trends in travel based on changing customer attitudes.

Within the Los Angeles-Long Beach-Glendale Metropolitan Division, The Red Chickz is successful because the brand is viral, creating a sense that customers must try the crispiest Nashville style hot chicken. The concept targets a popular competitive category—chicken—establishing themselves as a competitor in the national chicken craze. The people behind the brand and concept target younger people, and that means they cater to a new American customer. BUR’s passengers will love The Red Chickz because the restaurant is fun and exciting, the food is indulgent and delicious, and the experience is a must-try, one-of-a-kind time.

## **LOVE AND BUZZ FOR THE RED CHICKZ**

- **“Once you have a bite, you won’t want to share it with the boys.” - @codychows, Instagram, 3.4k likes**
- **“This spot is legit! The chicken batter is super crispy and crunchy on every bite.” - @grubwitmike, Instagram, 261k followers**
- **“I’ve been seeing this all over TikTok and now I know why.” - @how.kev.eats, TikTok, 2.4 million views**



## BREAKFAST (AND ALL DAY)

(for vegetarian option sub tenders for cauliflower + 1.00)

### CHICKEN N FRENCH TOAST

french toast, served with crunchy tenders, side of syrup

2 tenders	16.00
3 tenders	19.50

### CHICKEN N WAFFLE

belgian waffle, served with crunchy tenders, side of syrup

2 tenders	16.00
3 tenders	19.50

### CHICKZ BREAKFAST BURRITO

scrambled eggs, shredded cheese, tenders and comeback sauce

14.75

## APPETIZERS

### CHICKZ TENDERS

served with sliced bread, pickles, side of comeback sauce

**SIDE CHOICE:** potato wedges or coleslaw

2 jumbo tenders	13.50
3 jumbo tenders	17.00

for vegetarian option sub tenders for cauliflower +1.00

for vegan and lactose free option sub tenders for cauliflower served on vegan bread +2.30

### CAULIFLOWER BITES (V)

served with sliced bread, pickles, side of comeback sauce

**SIDE CHOICE:** potato wedges or coleslaw

4 pc	13.50
6 pc	17.00

### JUMBO SHRIMP

served with sliced bread toast, pickles, side of comeback sauce

**SIDE CHOICE:** potato wedges or coleslaw

17.00

### LOADED WEDGES

tenders, melted cheese, coleslaw, comeback sauce

19.50

## SANDWICHES

\*add american cheese or pepperjack +2.30

### THE ORIGINAL SANDWICH

tender, pickles, comeback sauce, coleslaw

**SIDE CHOICE:** potato wedges or coleslaw

14.95

### FRENCH TOAST SANDWICH

tender, coleslaw

**SIDE CHOICE:** potato wedges or coleslaw

16.00

### CAULIFLOWER SANDWICH (V)

cauliflower, pickles, comeback sauce, coleslaw

**SIDE CHOICE:** potato wedges or coleslaw

16.00

### CLASSIC CHICKEN SANDWICH

toasted potato bun, country style tender, pickles

**SIDE CHOICE:** potato wedges or coleslaw

13.50

### HONEY BUTTER SANDWICH

crunchy tender, honey butter

**SIDE CHOICE:** potato wedges or coleslaw

14.50

# THE RED CHICKZ®

Est. 2018

Nashville Hot Chicken

## SALADS

### CRUNCHY CEASAR SALAD (V)(GF)

11.50

chopped romaine lettuce, shaved parmesan cheese, croutons, caesar dressing

add tender +4.50

### SOUTHWESTERN SALAD (V)(GF)

12.50

chopped romaine lettuce, sweet corn, black beans, shredded mixed cheese, pico de gallo, chipotle ranch dressing

add tender +4.50

## SIDES

### CUP OF PICKLES (V)(VG)(GF)(LF)

4.50

### SINGLE TENDER

4.50

### CHEESE CURDS

6.50

### POTATO WEDGES (V)

4.50

### COLESLAW (V)(GF)

4.50

## SAUCES

0.55

### COMEBACK SAUCE

### RANCH

### SMOKED HONEY MUSTARD

### BBQ

### CHIPOTLE MAYO

### HONEY

### CHIPOTLE RANCH

## KIDS MENU

### BREAKFAST TACO

8.00

scrambled eggs, shredded cheese, crunchy tender and comeback sauce

### KIDS FRENCH TOAST

9.00

one slice of french toast, crunchy tender side of syrup

### KIDS COMBO TENDER COMBO

8.50

1 plain jumbo tender with potato wedges

\*served with choice of juice or small soft drink

### KIDS TWO TENDER COMBO

12.50

2 plain jumbo tenders with potato wedges

\*served with choice of juice or small soft drink

## DESSERT

### CHOCOLATE CHIP BROWNIE (V)

5.75

### SHAKES

### VANILLA (V)

### CHOCOLATE (V)

### STRAWBERRY (V)

SMALL 6.50 | MEDIUM 8.00

(V) Vegetarian (VG) Vegan (GF) Gluten-Free (DF) Dairy-Free

Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.



# THE RED CHICKZ®

Est. 2018 Nashville Hot Chicken

## BEVERAGES

3.50 - 6.50

MEDIUM COFFEE  
MEDIUM HOT TEA  
SMALL TROPICANA ORANJE JUICE  
SMALL TROPICANA APPLE JUICE  
SMALL TROPICANA CRANBERRY  
MEDIUM NAKED JUICE MIGHTY MANGO  
MEDIUM NAKED JUICE GREEN MACHINE  
MEDIUM DOLE STRAWBERRY LEMONADE  
MEDIUM DOLE LEMONADE  
LARGE ICED TEA  
ASSORTED SMALL, MEDIUM AND LARGE FOUNTAIN SOFT DRINKS  
20 OZ BOTTLED WATER  
20 OZ SPARKLING WATER

## BEER

8.45 - 10.75

COORS LIGHT 16OZ ALUMINUM BOTTLES  
BUDWEISER 16OZ ALUMINUM BOTTLES  
LAGUNITAS IPA 19.2OZ CANS  
BREWYARD JEWEL CITY – CALIFORNIA COMMON 16OZ CANS  
BREWYARD YASUKE – MATCHA BLACK LAGER 16OZ CANS  
TRULY WILD BERRY 12OZ CAN  
ANGRY ORCHARD 12OZ CAN  
MICHELOB ULTRA 16OZ ALUMINUM BOTTLES

## WINE

12.45 - 14.75

**BEV GLITZ Bubbly White** 5 oz  
*extra dry and extra fizzy crisp and bubbly white wine with notes of white peach, green apple and tropical lime*

**BEV NOIR** 5 oz  
*citrus blossoms, fresh pomegranate, and light blackberry*

**BEV GLOW** 5 oz  
*fragrant melon, tropical fruit, and jasmine flowers*

**BEV GLAM** 5 oz  
*passion fruit, delicate red berries, and white peach*

Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.





September 11, 2024

Natalie Greene  
Sr. Director, Brands & Concepts  
SSP America, Inc.  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

Re: Letter of Authorization

Dear Natalie,

Please accept this letter confirming our authorization that SSP America, Inc. ("SSP") has the rights to include The Red Chickz restaurants' trademarks, logos and products in the proposal of SSP to the lessor at the Hollywood Burbank Airport ("the Airport") regarding opportunities for development and operations of food and beverage concessions at the Airport.

With this letter, The Red Chickz grants SSP the rights to operate The Red Chickz at the Airport as proposed for the duration of the Food Service and Retail Concessions at the Hollywood Burbank Airport to be awarded.

This letter will remain in effect for one year following the date written above, and may be extended by mutual written agreement of the parties.

Sincerely,

The Red Chickz

Name: *Shawn Lalehzarian*

Title: *Co-Founder & CEO*

SSP America, Inc.



## SOTTA

UNIT NO. C09 - IN-LINE QSR



# SOTTA

LOCAL BURBANK  
BRAND AND  
ON-TREND FAST  
CASUAL CONCEPT

## UNIQUE ATTRIBUTES

- Local Burbank brand delivers nationally trending concept with refined new California aesthetics and sharp focus on freshness.
- Accessible front counter style service that prioritizes efficiency and customizability, creating a unique, personal, and elevated experience.
- High-quality food and beverage offering that surpasses passenger expectations, providing a wide choice of options and unbeatable value.

## BRAND STORY

There's few quick service concepts more Tri-City, SoCal than Sotta on Alameda Avenue in Burbank. According to *Eater Los Angeles*, the warm, laid-back eatery set out to "Dominate Burbank With All-Day Mediterranean Fare" when it opened in 2017. After a long, drawn-out and seriously intentional restaurant design and construction period held locals in the lurch for a while, the Natalie Kazanjian designed space opened to popular reception. The nearly around-the-clock menu of Mediterranean and new California specialties, alongside coffee, pastries, and wine led to the creation of a successful local concept found only in Burbank.

**"I FEEL THE NEED—  
THE NEED FOR SPEED!"**

– Top Gun (1986)





# MEET THE BRAND

*“Sotta, located in the heart of Burbank, just down the street from Disney Studios, is a welcoming Mediterranean kitchen that blends tradition with a modern touch. The restaurant serves fresh, vibrant Mediterranean flavors, including signature grilled kabobs and a variety of dishes that cater to vegetarian and gluten-free preferences. Sotta’s laid-back, inviting atmosphere is perfect for locals, families, and studio executives looking to enjoy a high-quality fast casual meal.”*

*-Mike Fahim , Owner*

## RATIONALE FOR SELECTION

CREATE A POSITIVE CUSTOMER EXPERIENCE THAT IS REFLECTIVE OF THE BURBANK, GLENDALE, PASADENA REGION

Local Burbank brand delivers an on-trend concept that incorporates the highest level of quality to create an elevated customer experience that surpasses expectations.

OFFER A VARIETY OF BRANDS AND CONCEPTS WITH BROAD CUSTOMER APPEAL

Versatile Mediterranean brand and concept with a sharp focus on freshness, offering popular all dayparts meal options like egg sandwiches, bowls, and salads.

OPTIMIZE FINANCIAL RETURNS TO THE AUTHORITY

Elevated customer service, higher end choices. Design optimized for BUR environment to communicate level of quality. Wide variety of menu items serving passengers at all mealtimes. Built for speed with Digital Menu Boards; Self-Order Kiosks; and Contactless Payment.

ENHANCE OPPORTUNITIES FOR PARTICIPATION BY LOCAL, SMALL, AND DISADVANTAGED BUSINESSES

Sotta is a locally owned and operated business. Sotta will operate as a Licensed Partnership Agreement between SSP America, BUR LLC and Sotta. A unique and committed partnership that goes beyond a standard licensed arrangement. Sotta will be involved in the ongoing management of the airside location, including every detail of sourcing, operation, quality control, recruitment, and staffing. Sotta will ensure a positive impact on the guest experience, quality, and commercial success of the restaurant, as results will tie directly back to their own commercial result of this truly unique local experience.

### ***Specific concept descriptions & how they would be incorporated into the Airport program.***

Sotta is a local brand and Mediterranean in line quick-service concept that implements high-quality ingredients and popular made-to-order bowls, wraps, and salads to create a fresh, healthy, new California offering. At the three concept Tri-City Food Hall, Sotta is a great first option for passengers who want healthy everyday meal options incorporating accessible ethnic flavors. Mediterranean food is popular across different formats and in most major urban areas across the United States because it can be freshly prepared quickly, the flavors are exciting yet familiar, and the food is naturally nutritious.

Sotta is a robust all dayparts concept offering popular, high-quality breakfast items like the Acai Bowl, accessible egg-and-cheese style sandwiches like the Vegetarian Egg Sandwich that incorporates fresh Mediterranean ingredients, and an elevated Zataar Avocado Toast. Catering to BUR’s steady influx of arriving and departing passengers, lunch and dinner at Sotta consists of a variety of freshly made, everyday





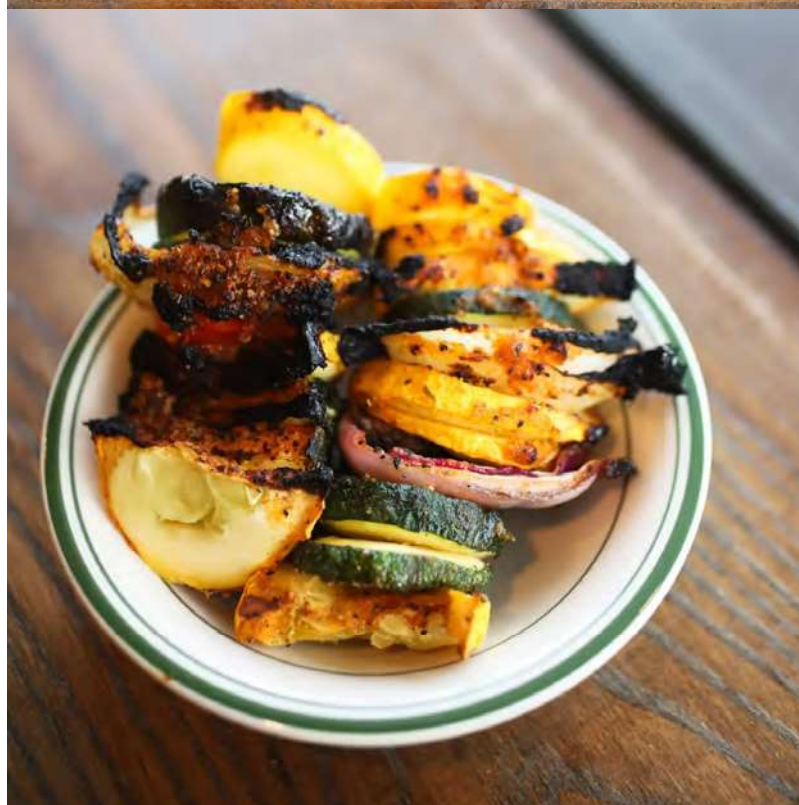
meal options. Passengers looking for protein choose between Sotta's "From the Grill" options, opting for Chicken Shawarma, a Filet Mignon Skewer, or Falafel in a bowl or a convenient Pita Wrap. Each option is always accompanied by rice or fresh greens, warm pita, and vibrant toppings and sauces.

For passengers looking for high-quality, wholesome salads, Sotta is a convenient and obvious first option. The grab and go section features freshly prepared fruit salads, whole veggies with hummus, and a small-batch chocolate chip cookie. Sotta offers a variety of single serving canned beers, wines, and non-alcoholic drinks from popular national brands and unique independent brands.

***Describe the analysis conducted to determine the concepts, brands, merchandise, menus, and product lines incorporated in the Proposal.***

As its business model, SSP America conducts unprecedented consumer research in the airport environment throughout the United States and the world, spanning 18k customers across 25 markets, collecting c. 3 million data points to determine diner preferences. Understanding our customers' mindsets helps to tailor a relevant restaurant portfolio, with food offerings and service/speed considerations that meet the future traveler's needs. We can deliver better insight to our airport partners with a clearer rationale for recommending brand choices, and we can inform our airport partners of the latest F&B trends in travel based on changing customer attitudes.

Within the Burbank, Glendale, and Pasadena markets, Sotta is successful because the brand is aesthetically balanced, communicating the freshness, cleanliness, and nutritiousness of the food. The concept targets a growing food category—bowls—being known for a high-quality Mediterranean offering. The people behind the brand and concept represent a diverse demographic, and that means they cater to a new American customer. BUR's passengers will love Sotta because the restaurant is essentially SoCal, the food is high-end and aesthetically pleasing, and the experience surpasses expectations.



## LOCAL LOVE FOR SOTTA

- *"Sotta Hopes to Dominate Burbank with All-Day Mediterranean Fare." - Eater LA*
- *"Mediterranean food at Sotta in Burbank is a tasty experience—especially at lunchtime." - Los Angeles Daily News*
- *"Sotta Mediterranean Kitchen Brightens Burbank." - MyBurbank.com*



# SOTTA

MEDITERRANEAN KITCHEN

## BREAKFAST

\*gluten free bread or pita available +1.00

### **greek yogurt with honey (v)(gf) | 9.50**

fruit compote with honey

### **acai bowl (v)(vg)(gf)(df) | 14.25**

bananas, fresh berries, housemade granola, coconut flakes, peanut butter

### **zaatar avocado toast (v) | 15.50**

egg, avocado, tomatoes, drizzle of tahini

### **vegetarian egg sandwich (v) | 15.50**

scrambled egg, feta, tomato, spinach and rosemary

### **egg and cheese pita (v) | 15.50**

scrambled egg, feta, za'atar

### **sirloin breakfast pita | 18.50**

ground sirloin, scrambled egg, persian cucumbers, mix greens, tomatoes, red onion, tzatziki

### **filet breakfast pita | 20.50**

filet, scrambled egg, persian cucumbers, mix greens, tomatoes, red onion, tzatziki

### **chocolate pita french toast (v) | 15.50**

labneh-whipped cream, berries

## FROM THE GRILL

served with rice or salad, pita bread, garlic sauce and choice of side

### **boneless chicken kabob (gf)(lf) | 23.00**

(white meat)

### **chicken shawarma (gf)(lf) | 23.00**

(rice, salad, pickled turnips)

### **filet mignon skewer | 26.00**

### **ground sirloin kabob (gf)(lf) | 23.00**

(koobideh)

### **falafel veggie plate (gf)(lf)(vg)(v) | 23.00**

(rice, salad and grilled veggies)

## KIDS MENU

### **three pieces of chicken | 12.00**

served with rice

### **three pieces of ground sirloin | 14.00**

served with rice

## PITA WRAPS

### **chicken kabob wrap | 20.50**

(white or dark meat)

mix greens, persian cucumbers, tomatoes, pickles, tahini garlic aioli

### **chicken shawarma wrap | 20.50**

mix greens, persian cucumbers, tomatoes, pickled turnips, tahini garlic aioli

### **filet mignon wrap | 23.00**

mix greens, persian cucumbers, tomatoes, pickles, tahini garlic aioli

### **ground sirloin wrap | 20.50**

mix greens, persian cucumbers, tomatoes, pickles, tahini garlic aioli

### **hummus veggie wrap (vg)(v)(lf) | 20.50**

mixed greens, hummus, tabbouleh, pickles, dolma, tzatziki, persian cucumbers, tomatoes

### **falafel veggie wrap (v) | 20.50**

mixed greens, fries, pickles, persian cucumbers, tomatoes, julienne carrots, spicy yogurt-tahini sauce

## SALADS | 19.50

all salads are served with baked pita (v)

### **falafel**

**+3.25**

### **chicken**

**+4.50**

### **filet mignon**

**+6.75**

### **mediterranean salad (v)(gf)**

romaine, mix greens, cherry tomatoes, persian cucumbers, pickled red onions, garbanzo beans, black olives, feta, champagne vinaigrette

### **raw kale and brussel sprout salad (v)(gf)**

cabbage, toasted peanuts, cranberries, pecorino romano, sesame vinaigrette

### **california caesar salad**

romaine, cherry tomatoes, cherrywood bacon, hard boiled eggs, parmesan, avocado, croutons, caesar dressing

## CHOICE OF SIDES FROM THE GRILL

### **tomato soup (v)(gf)**

made fresh daily "the best in town"

### **hummus (vg)(v)(gf)(df)**

a smooth medley of crushed chickpeas, garlic, lemon juice and tahini drizzled with olive oil

### **shirazi salad (vg)(v)(gf)(df)**

persian cucumbers, tomatoes, house vinaigrette

### **greek salad (v)(gf)**

persian cucumbers, tomatoes, red onions, feta cheese, house vinaigrette

### **grilled vegetables (vg)(v)(gf)(df)**

seasonal vegetables grilled to order

### **french fries (v)**

cooked in non-gmo cooking oil

(V) Vegetarian (VG) Vegan (GF) Gluten-Free (DF) Dairy-Free (PK) Available Pre-Packaged  
Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.



# SOTTA

MEDITERRANEAN KITCHEN

## GRAB AND GO - SIDES AND DESSERTS (pk) | 2.25 - 5.00

fruit salad (gf)(v)(vg)(lf)(pk)  
fruit and granola yogurt parfait (gf)(v)  
veggies with hummus or ranch (gf)(v)  
meat and cheese with veggies (gf)  
chocolate chip cookie (v)(pk)

## BOTTLED AND CANNED BEVERAGES | 3.50 - 5.00

medium hot coffee  
large hot coffee  
small hot tea  
medium hot tea  
milk 7 oz  
chocolate milk 7 oz  
small tropicana orange juice  
small tropicana apple juice  
small tropicana cranberry  
medium naked juice  
mighty mango  
medium naked juice  
green machine

medium dole strawberry lemonade  
medium dole lemonade  
housemade lemonade  
medium iced tea  
large iced tea  
medium fountain sodas  
large fountain sodas  
assorted bottled sodas 20 oz  
assorted canned sodas 12 oz  
bottled water 20 oz

## BEER | 8.45 - 10.75

coors light 16oz aluminum bottles  
budweiser 16oz aluminum bottles  
lagunitas IPA 19.2oz cans  
brewyard jewel city - california common 16oz cans  
brewyard yasuke - matcha black lager 16oz cans  
truly wild berry 12oz can  
angry orchard 12oz can  
michelob ultra 16oz aluminum bottles

## WINE | 12.45 - 14.75

bev glitz - bubbly white 5 oz  
extra dry + extra fizzy crisp and bubbly white wine with notes of white peach, green apple and tropical lime  
bev noir 5 oz  
citrus blossoms, fresh pomegranate, and light blackberry  
bev glow 5 oz  
fragrant melon, tropical fruit, and jasmine flowers.  
bev glam 5 oz  
passion fruit, delicate red berries, and white peach

(V) Vegetarian (VG) Vegan (GF) Gluten-Free (DF) Dairy-Free (PK) Available Pre-Packaged  
Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.



# SOTTA

**September 3, 2024**

Natalie Greene  
Sr. Director, Brands & Concepts  
SSP America, Inc.  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

Re: Letter of Authorization

Dear Natalie,

Please accept this letter confirming our authorization that SSP America, Inc. ("SSP") has the rights to include Sotta restaurants' trademarks, logos and products in the proposal of SSP to the lessor at the Hollywood Burbank Airport ("the Airport") regarding opportunities for development and operations of food and beverage concessions at the Airport.

With this letter, Sotta grants SSP the rights to operate Sotta at the Airport as proposed for the duration of the Food Service and Retail Concessions at the Hollywood Burbank Airport to be awarded.

This letter will remain in effect for one year following the date written above, and may be extended by mutual written agreement of the parties.

Sincerely,

Sotta



Name: MIKE FAHM  
Title: OWNER

**SSP America, Inc.**

# GREENLIGHT

BAR + BITES

## The filmmaker's dream come true

### BRAND STORY

What does the Greenlight mean and how does it happen? Getting a movie greenlit is a complex endeavor that requires careful consideration of various factors. A captivating and original story significantly increases the chances of the project moving forward. Without a strong narrative, it becomes challenging to engage and captivate the audience, making it difficult to attract the support needed to move on with the film. But big names in the industry can attract attention and help secure the resources necessary to get the greenlight. Greenlight Bar + Bites, a cinematic masterpiece with feature film promise, is an intricately designed bar brand and concept courtesy of SSP America's award-winning airport restaurateurs.

“TO INFINITY  
AND BEYOND!”

- Toy Story (1995)

### UNIQUE ATTRIBUTES

- Bespoke cocktail brand evoking the spirit of the Old Hollywood dream, intertwining the Filmmakers greenlight with takeoff.
- Refined, upscale new American cocktail bar featuring a signature cocktail list, local draft beer, and an extensive list of award-winning California state wines and on-trend varietals.
- Delicately curated, hyper local beverage offering that surpasses passenger expectations, providing a wide choice of options, multiple experiences, and unbeatable value.





## RATIONALE FOR SELECTION

CREATE A POSITIVE CUSTOMER EXPERIENCE THAT IS REFLECTIVE OF THE BURBANK, GLENDALE, PASADENA REGION

Authentic Hollywood Regency, art deco inspiration evoking scenes of Old Hollywood movies, creating a strong "discovery" component for film buffs.

OFFER A VARIETY OF BRANDS AND CONCEPTS WITH BROAD CUSTOMER APPEAL

One-of-a-kind, novelty experience for BUR's passengers, inspiring a unique sense of BUR through simply positive vibes that generates broad customer appeal.

OPTIMIZE FINANCIAL RETURNS TO THE AUTHORITY

Elevated customer service, higher end choices. Design optimized for BUR environment to communicate level of quality. Wide variety of menu items serving passengers at all mealtimes. Built to accommodate passengers with less dwell time, incorporating a streamlined service strategy with intuitive, easy-to-use Order at the Table technology.

ENHANCE OPPORTUNITIES FOR PARTICIPATION BY LOCAL, SMALL, AND DISADVANTAGED BUSINESSES

SSP America BUR, LLC. will enhance opportunities for the local community by hiring all management and team members from the Burbank, Glendale, Pasadena region, and source ingredients from local producers wherever possible.

### **Specific concept descriptions & how they would be incorporated into the Airport program.**

Greenlight Bar & Bites is a proprietary brand and cocktail bar concept that creates widespread appeal through bright aesthetics, positive vibes, and a refined food and beverage experience. The brand successfully evokes the bright outlook of filmmakers, executing on a contemporary take of the Hollywood Regency style omnipresent in the famous feature films of Hollywood's heyday. In the freestanding C10 space, the full-service upscale bar features food from the adjacent Scopa Italian Market and Tri City Food Court, served with non-disposable silverware.

Greenlight's wine list kicks things off with a selection of California state wines, incorporating popular varietals like Sauvignon Blanc and Cabernet Sauvignon. The extravagant list of feature wines creates appeal for serious wine drinkers, incorporating higher-spend wines that increase the feeling for "little luxuries" and on-trend, less popular varietals that offer a "discovery" component. A wide variety of California state craft beers are available on draft and in cans, including edgy brews from the folks at Glendale brewery Paperback.

Greenlight's robust beverage program features an extensive all dayparts signature cocktail list including classic cocktails, subtle twists on the classics, and completely unique, on-trend concoctions courtesy of SSP America's resident mixologists. "The Bombshell" takes a trendy the trendy espresso martini, adds bartenders' favorite Branca Menta, and a touch of Creme de Cacao to balance the bitterness. The "Lift Off" uses a brand of Mole bitters, infusing the essences of the popular Mexican cooking technique. The "Old Neighbor" is a unique kind of light, sparkling cocktail, similar to the likes of Aperol Spritzes.

Greenlight's all dayparts food program makes hot and cold entrees, hot sides, salads, and appetizers available from adjacent restaurants. The category mix of indulgent and lifestyle-oriented everyday meal options is intended to generate broad customer appeal and versatility. Pizza from Scopa Italian Market complements Greenlight's extensive wine program, and the handheld section accommodates the most popular category option for airport passengers.





***Describe the analysis conducted to determine the concepts, brands, merchandise, menus, and product lines incorporated in the Proposal.***

As its business model, SSP America conducts unprecedented consumer research in the airport environment throughout the United States and the world, spanning 18k customers across 25 markets, collecting 3 million data points to determine diner preferences. Understanding our customers' mindsets helps to tailor a relevant restaurant portfolio, with food offerings and service/speed considerations that meet the future traveler's needs. We can deliver better insight to our airport partners with a clearer rationale for recommending brand choices, and we can inform our airport partners of the latest F&B trends in travel based on changing customer attitudes.

The greater Los Angeles area is widely known as the center of the film universe, from Old Hollywood to today's multiverse of social media and streaming platforms. Film has taken over the world of art, and thus, more and more film buffs are creating identities for themselves through their connections to the world of movies. Greenlight Bar & Bites was created to celebrate the spirit that drives all filmmakers toward the arduous task of simply getting the go ahead to begin working on a film. As a concept centered around positivity and uplifting people, Greenlight is intended to be a beacon of light within BUR.

## SSP AMERICA'S BESPOKE BRAND AWARDS

### Vyne Washington Tasting Room, SEA



AXN Winner, "Best Bar Experience"  
- 2023



ACI-NA Winner, "Best New Food &  
Beverage, Full-service Concept" - 2022

### Bad Egg Breakfast Bar, SEA



FAB Award Winner, "Airport Casual  
Dining Restaurant of the Year" - 2023

### Oakland Drafthouse, OAK



FAB Award Winner, "Airport Bar or  
Pub of the Year" - 2023





# GREENLIGHT

BAR + BITES

## BREAKFAST

<b>CHICKEN N FRENCH TOAST</b> two crunchy tenders, side of syrup	16.00
<b>BREAKFAST BURRITO</b> scrambled eggs, shredded cheese, tenders and comeback sauce	14.00
<b>NYC SCHOOL SPECIAL SANDWICH</b> scrambled eggs, bacon, cheddar, kaiser roll	16.00
<b>GREEK YOGURT WITH HONEY (v)(gf)</b> Fruit compote with honey	9.50
<b>OVERNIGHT OATS (v)(vg)(gf)(df)</b> seasonal berries, almonds	7.00

## LUNCH AND DINNER

### APPETIZERS

<b>RICOTTA CROSTINI (v)</b> house made ricotta, rosemary, chili, olive oil, ciabatta	18.00
<b>BURRATA (v)</b> roasted red peppers, pesto, arugula, red wine vinegar	21.00

### PIZZA

Gluten-Free Crust +2.00

<b>NY-STYLE CHEESE PIZZA (v)</b> tomato, mozzarella, basil, evoo	19.00
<b>NY-STYLE PEPPERONI PIZZA</b> tomato, cheese, basil	23.00
<b>NY-STYLE VODKA SAUCE PIZZA (v)</b> vodka sauce, chili flake, basil, Fresh ricotta	21.00

(v) Vegetarian (vg) Vegan (gf) Gluten-Free (df) Dairy-Free  
Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.

# GREENLIGHT

BAR + BITES

## LUNCH AND DINNER

### SALADS

<b>ITALIAN CHOPPED</b> salami, imported provolone, ceci beans, oregano, pepperoncini, radicchio, artichoke, red onion, roasted peppers	23.00
<b>CAESAR CAESAR (v)</b> little gem, caesar dressing, parmesan, lemon, bread crumbs	19.00

### HANDHELDS

<b>CHICKEN CAESAR WRAP</b> little gem, parmesan cheese, caesar dressing	17.00
<b>ROASTED ZUCCHINI WRAP (v)</b> quinoa, sundried tomato, mozzarella, basil oil, balsamic	15.00
<b>ITALIAN ROAST BEEF WRAP</b> havarti, roasted red pepper, pickles, arugula, horseradish mayo	19.00
<b>CLASSIC CHICKEN SANDWICH</b> toasted potato bun, country style tender, american cheese, pickles side choice: potato wedges or coleslaw	15.00
<b>CHEESEBURGER</b> american cheese, pickles, lettuce, tomato, onion, and secret sauce	13.50

### SIDES

<b>FRIES (v)(df)</b>	3.99
<b>CHEESE FRIES (v)</b>	5.69
<b>SWEET POTATO FRIES (v)(gf)(df)</b>	4.49

(v) Vegetarian (vg) Vegan (gf) Gluten-Free (df) Dairy-Free  
Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.

## COCKTAILS

<b>GREEN LIGHT BLOODY</b> wheatley vodka, demitri's all natural chiles 8 peppers mix, worcestershire, lemon juice, celery seed and horseradish	18.00
<b>LIFT OFF</b> george dickel rye whiskey, maison rouge v.s cognac, brown sugar, orange bitters, mole bitters	17.50
<b>GOING SOUTH</b> george dickel rye whiskey, dolin sweet vermouth, benédicaine, absinthe	15.50
<b>THE BOMBSHELL</b> vodka, espresso liqueur, crème de cacao, branca menta	15.50
<b>W.A.S.P</b> ruebla viejo blanco tequila, lime juice, cucumber agave, firewater bitters, melon float	15.50
<b>FUN TIMES</b> gin, sweet vermouth, Fernet, branca	15.50
<b>STARLIGHT</b> bacardi rum, apricot liqueur, pineapple juice, lime juice	15.50
<b>BROS. BEES</b> evan williams bourbon, lemon, gifford cassis, noir de bourgogne, vanilla syrup	15.50
<b>TERMINAL C</b> new orsterdam gin, luxardo maraschino, lemon, simple syrup, crème de violette sink	15.50
<b>OLD NEIGHBOR</b> rum, cava, simple syrup, lime juice, angostura bitters	15.50
<b>BEST SHOT</b> reposado tequila, lemon juice, ginger syrup, honey, mezcal float	15.50

## Multi-Level Premium Liquor Program

1.5 oz liquor pour 9.00 - 14.00

### WINE

(Southern California Varietals)

	Glass 6oz	Bottle
<b>SPARKLING</b>		
BEVOLIO PROSECCO, ITALY	13.00	52.00
LIQUID FARM "LA HERMANA" ROSE	10.25	41.50
<b>WHITE</b>		
GRACH SAUVIGNON BLANC	11.50	46.00
CAKEBREAD CELLARS SAUVIGNON BLANC	15.25	60.00
LA CREMA CHARDONNAY	10.25	41.50
CAMBRIA KATHERINE'S VINEYARD CHARDONNAY	12.75	50.75
<b>RED</b>		
SIDURI PINOT NOIR	11.50	46.00
FOXEN PINOT NOIR	15.00	60.00
ANDREW MURRAY VINEYARDS		
TOUS LES JOURS SYRAH	14.25	55.25
JUSTIN CABERNET SAUVIGNON	14.95	59.75
CAYMUS SPECIAL SELECTION		
CABERNET SAUVIGNON	27.50	110.00
TURLEY WINE CELLARS OLD VINES ZINFANDEL	16.50	66.00

### BEER

<b>BEERS ON TAP</b>	
PIZZA PORT CHRONIC AMBER	10.00
BAD HOMBRE, Los Angeles, CA	10.00
CREATURE COMFORTS, DTLA IPA, Los Angeles, CA	10.00
SKYDUSTER SUPER DRY, Los Angeles, CA	10.00
STONE IPA, Escondido, CA	10.00
STONE HAZY IPA, Escondido, CA	10.00

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## BEERS 12 oz

6.55 - 7.65

<b>ANGRY ORCHARD CRISP APPLE CIDER</b> / Ciders & Specialty / 5.0% ABV Available in Reg (230 cdl) and Tall (320 cdl)	
<b>BALLAST POINT SCULPIN IPA</b> / Hazy 6 Citrus / 7.0% ABV Available in Reg (230 cdl) and Tall (320 cdl)	
<b>BLUE MOON BELGIAN WHITE</b> / Wheat & Fruity / 5.4% ABV 200 cdl 250 cdl Available in Reg (200 cdl) and Tall (250 cdl)	
<b>BUD LIGHT</b> / Light & Refreshing / 4.2% ABV 130 cdl Available in Reg (130 cdl) and Tall (170 cdl)	
<b>BUDWEISER</b> / Light & Refreshing / 5.0% ABV Available in Reg (180 cdl) and Tall (230 cdl)	
<b>COORS LIGHT</b> / Light & Refreshing / 4.2% ABV 120 cdl Available in Reg (120 cdl) and Tall (160 cdl)	
<b>DESCHUTES FRESH SQUEEZED IPA</b> / Hazy 6 Citrus / 6.4% ABV Available in Reg (260 cdl) and Tall (340 cdl)	
<b>DOS EQUUS LAGER ESPECIAL</b> / Light & Refreshing / 4.2% ABV Available in Reg (150 cdl) and Tall (200 cdl)	
<b>FIRESTONE WALKER 805</b> / Light & Refreshing / 4.7% ABV Available in Reg (180 cdl) and Tall (230 cdl)	
<b>FIRESTONE WALKER FLYCACK</b> / Hazy 6 Citrus / 4.0% ABV Available in Reg (170 cdl) and Tall (190 cdl)	
<b>FOUNDERS ALL DAY IPA</b> / Hazy 6 Citrus / 4.7% ABV Available in Reg (160 cdl) and Tall (210 cdl)	
<b>GUINNESS DRAUGHT</b> / Dark & Roasted / 4.2% ABV Available in 16 oz Oily (210 cdl)	
<b>HEINEKEN</b> / Light & Refreshing / 5.0% ABV Available in Reg (160 cdl) and Tall (210 cdl)	
<b>HOP VALLEY BUBBLE STASH</b> / Hazy 6 Citrus / 6.2% ABV Available in Reg (220 cdl) and Tall (300 cdl)	
<b>KARL STRAUSS RED TROLLEY ALE</b> / Light & Balanced / 5.8% ABV Available in Reg (250 cdl) and Tall (330 cdl)	
<b>KONA BIG WAVE GOLDEN ALE</b> / Light & Refreshing / 4.4% ABV Available in Reg (150 cdl) and Tall (200 cdl)	
<b>KONA GOLD CLIFF IPA</b> / Hazy 6 Citrus / 7.2% ABV Available in Reg (250 cdl) and Tall (330 cdl)	
<b>LAGUNITAS IPA</b> / Hazy 6 Citrus / 6.2% ABV Available in Reg (220 cdl) and Tall (300 cdl)	
<b>MICHELOB ULTRA</b> / Light & Refreshing / 4.2% ABV Available in Reg (120 cdl) and Tall (160 cdl)	
<b>MILLER LITE</b> / Light & Refreshing / 4.2% ABV Available in Reg (120 cdl) and Tall (160 cdl)	
<b>MODELO ESPECIAL</b> / Light & Refreshing / 4.4% ABV Available in Reg (160 cdl) and Tall (210 cdl)	
<b>MODERN TIMES BLAZING WORLD IPA</b> / Malty & Balanced / 6.6% ABV Available in Reg (250 cdl) and Tall (330 cdl)	
<b>NEW BELGIUM WOODCO RANGER HOP AVENGER</b> / Hazy 6 Citrus / 7.7% ABV Available in Reg (260 cdl) and Tall (340 cdl)	
<b>NEWCASTLE BROWN ALE</b> / Dark & Roasted / 4.7% ABV Available in Reg (150 cdl) and Tall (200 cdl)	
<b>PABST BLUE RIBBON</b> / Light & Refreshing / 4.7% ABV Available in Reg (160 cdl) and Tall (210 cdl)	
<b>PACIFICO</b> / Light & Refreshing / 4.4% ABV Available in Reg (160 cdl) and Tall (210 cdl)	
<b>PERONI</b> / Light & Refreshing / 5.3% ABV Available in Reg (180 cdl) and Tall (230 cdl)	
<b>PYRAMID HEFEWEIZEN</b> / Wheat & Fruity / 5.2% ABV Available in Reg (210 cdl) and Tall (290 cdl)	
<b>SAINT ARCHER TROPICAL IPA</b> / Hazy 6 Citrus / 7.0% ABV Available in Reg (230 cdl) and Tall (310 cdl)	
<b>SAMUEL ADAMS BOSTON LAGER</b> / Malty & Balanced / 5.0% ABV Available in 16 oz Oily (210 cdl)	
<b>SAMUEL ADAMS COLD SNAP</b> / Light & Fruity / 5.3% ABV Available in Reg (200 cdl) and Tall (250 cdl)	
<b>STELLA ARTOIS</b> / Light & Refreshing / 5.0% ABV Available in 16 oz Oily (210 cdl)	
<b>STONE SCORPION BOWL IPA</b> / Hazy 6 Citrus / 7.5% ABV Available in Reg (270 cdl) and Tall (350 cdl)	
<b>TECATE LIGHT</b> / Light & Refreshing / 3.9% ABV Available in Reg (130 cdl) and Tall (170 cdl)	

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## BEER

### CRAFT CALIFORNIA CANNED BEER (6&6)

<b>ALMANAC "FRUIT PUNCH SOURNOVA" BARRELAGED SOUR</b> , Pittsburg, CA (6oz)	13.00
<b>HEINHOUS "STOKED" AMERICAN PALE ALE</b> , Santa Rosa, CA (16oz)	14.00
<b>NEUTOPA "BLUDACRIS" BLUEBERRY/MEYER LEMON CIDER</b> , San Diego, CA (16oz)	14.00
<b>NORTH COAST "RED SEAL" AMERICAN AMBER ALE</b> , Fort Bragg, CA (16oz)	8.00
<b>PAPERBACK "SATAN WEARS PAJAMAS" AMERICAN RED ALE</b> , Glendale, CA (16oz)	14.00
<b>PAPERBACK "UNDER PRESSURE" AMERICAN PALE ALE</b> , Glendale, CA (6oz)	14.00
<b>TOPA TOPA "CHIEF PEAK" IPA</b> , Ventura, CA (16oz)	9.00

## WINES

### SPARKLING

<b>NV CHARDONNAY (BUBBLES), MUMM "BRUT PRESTIGE,"</b> Livermore Valley, CA	15.00 / 56.00
<b>NV OPOLO SPARKLING,</b> Paso Robles	15.00 / 56.00

### ROSE AND ORANGE

<b>2023 CAMERIA ROSE OF PINOT NOIR,</b> Julia's Vineyard	15.00 / 56.00
<b>2023 SARACINIA ROSE OF PINOT NOIR,</b> Mendocino County	15.00 / 56.00
<b>2022 GEWÜRZTRAMINER (skin-contact),</b> Union Square, Mendocino, CA	14.00 / 52.00

### WHITE

<b>2022 ARNI'S BLEND, IDELEWILD WINERY "THE BEE,"</b> North Coast, CA	14.00 / 52.00
<b>2023 MATANZAS CREEK CHEVIN BLANC,</b> California	14.00 / 52.00
<b>2022 SAUVIGNON BLANC, JAX VINEYARDS "13,"</b> Napa Valley, CA	15.00 / 56.00
<b>2021 CHARDONNAY, ALFARO FAMILY "A,"</b> Santa Cruz Mountains, CA	16.00 / 60.00
<b>2023 LA CREMA PINOT GRIS,</b> Monterey, CA	14.00 / 52.00
<b>2022 CHEVIN BLANC, Leo Steen,</b> Pennerly, Mendocino	88.00
<b>2021 CHARDONNAY, Dopani, Sonoma</b>	110.00
<b>2019 CHARDONNAY,</b> Louis E. Bobbi, Santa Cruz Mountains	182.00

### RED

<b>2021 DOLCETTO D'ALBA, MANZONO "LE CILIEGIE,"</b> Piemonte, Italy	15.00 / 56.00
<b>2022 PINOT NOIR, VALRAVAL,</b> Sonoma County, California	16.00 / 60.00
<b>2021 GRENAICHE BLEND, R.A.S. (Rouge a Streben),</b> Langgastal, France	16.00 / 60.00
<b>2021 CABERNET SAUVIGNON, Sean Minner,</b> North Coast, California	18.00 / 68.00
<b>2021 KENDALL JACKSON MERLOT,</b> Sonoma County	14.00 / 52.00
<b>2022 PINOT NOIR,</b> Follis, Sonoma	115.00
<b>2022 ZINFANDEL,</b> Raffanelli, Sonoma	138.00
<b>2017 CABERNET SAUVIGNON, Stonestreet,</b> Sonoma	120.00
<b>2018 CABERNET SAUVIGNON, Stonybank Mountain,</b> Napa	180.00
<b>2019 CABERNET SAUVIGNON, Raffanelli,</b> Sonoma	172.00

### RED GLASS ONLY

<b>2022 PINOT NOIR, DARLING WINES CUVÉE MINA,</b> Sonoma Coast	29.00 / 56.00
<b>2017 GRENAICHE, SERBOLD CELLARS,</b> Monterey County	20.00 / 38.00
<b>2020 MALBEC, CORAZON DEL SOL,</b> Mendoza, Argentina	19.00 / 36.00
<b>2019 SYRAH, DOMAINE GEORGES VERNAY SAINTE-AGATHE,</b> Rhône Valley, France	28.00 / 54.00
<b>2019 TEMPRANILLO, BODEGAS BORJA BARBERAS,</b> Ribera del Duero Spain	18.00 / 34.00
<b>2022 CABERNET SAUVIGNON, CHAPPELLET MOUNTAIN CUVÉE,</b> Napa Valley	24.00 / 46.00

Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.

## FEATURED WINES

Wines with a score of 90 or higher from top critics in the industry.

### REDS

<b>NAPA VALLEY</b>	
<b>2019 CLIFF LEDE CABERNET SAUVIGNON, STAR'S LEAF AVA,</b> Napa Valley	204.00
<b>2019 DUCKHORN MERLOT, THREE PALMS,</b> Napa Valley	268.00
<b>2018 INGLENOOK CABERNET SAUVIGNON,</b> Napa Valley	212.00
<b>2021 JOSEPH PHELIPS CABERNET SAUVIGNON,</b> Napa Valley	268.00

### PINOT NOIR: NEW WORLD

<b>SONOMA COUNTY</b>	
<b>2021 CONVENE BY DAN KOSTA,</b> Russian River Valley	185.00
<b>2021 COUP DE FOUDE,</b> Sonoma Coast	192.00
<b>2021 DARLING WINES CUVÉE MINA,</b> Sonoma Coast	115.00
<b>2022 DUMOL, "WESTER REACH,"</b> Russian River Valley	200.00
<b>2022 FLOWERS,</b> Sonoma Coast	116.00
<b>2018 FORT ROSS,</b> Fort Ross-Seaview	122.00
<b>2001 GARY FARRELL, STARR RIDGE VINEYARD,</b> Russian River Valley	230.00
<b>2018 HERSH VINEYARDS RESERVE,</b> Sonoma Coast	264.00
<b>2020 KOSTA BROUINE "GAPS CROUXIN VINEYARD,"</b> Sonoma Coast	348.00
<b>2021 LITTOREL,</b> Sonoma Coast	165.00
<b>2015 SEURIN VAN DER KRAMP,</b> Sonoma Mountain	143.00

### CENTRAL COAST

<b>CALLERA, Central Coast 2022</b>	78.00
<b>CALLERA JENSEN, MT. HARLAN, Central Coast 2020</b>	288.00
<b>DEHLINGER ESTATE, Santa Maria Valley 2008</b>	212.00
<b>JOYCE "GABRIAN MOUNTAINS," Monterey 2019</b>	102.00
<b>KOSTA BROUINE, Santa Lucia Highlands 2014</b>	242.00
<b>PISONI ESTATE, Santa Lucia Highlands 2016</b>	205.00
<b>SEA SMOKE SOUTHWIND, San Rafael 2011</b>	264.00
<b>STEELE WINES "BIEN PACADO," Santa Lucia Valley 1994</b>	162.00
<b>VOCAL VINEYARDS, Santa Cruz Mountains 2018</b>	109.00

### CABERNET SAUVIGNON AND FAMILY

<b>NAPA VALLEY</b>	
<b>ANDERSON'S COON VALLEY VINEYARDS ESTATE, St. Helena 2008</b>	336.00
<b>BUCKLE UP 2019</b>	96.00
<b>BOYARDI 2010</b>	328.00
<b>BRANDLIN, MT. VEEGER 2018</b>	222.00
<b>BURGESS 2017</b>	119.00
<b>CAN VINEYARDS CUVÉE NV13 2018</b>	106.00
<b>CANTUS SPECIAL SELECTION 2018</b>	622.00
<b>CHAPPELLET MOUNTAIN CUVÉE 2022</b>	108.00
<b>CHIMNEY ROCK, Stage Leap District 2021</b>	234.00
<b>DAVIES, Napa Valley 2019</b>	192.00
<b>DUNN 2019</b>	286.00
<b>FRUST 2021</b>	153.00
<b>FAR NIENTE 2021</b>	302.00
<b>GROTH, Oakville 2018</b>	169.00

### MERLOT, MALBEC AND ZINFANDEL

<b>MERLOT</b>	
<b>ARROWOOD, Sonoma 1998</b>	194.00
<b>DUCKHORN, Napa Valley 2021</b>	122.00
<b>DUCKHORN "THREE PALMS," Napa Valley, 2019</b>	268.00
<b>FREEMARK ABBEY, Napa Valley 2018</b>	108.00
<b>SWITCHBACK RIDGE "PETERSEN," Colusa, Napa Valley 2015</b>	118.00

### MALBEC

<b>ERNESTO CATERA TAHUAN, Mendoza, Argentina 2019</b>	98.00
<b>DE MARTINO OLD VINE, Los Carneros Valley Central Chile 2019</b>	50.00
<b>TRETFEHN DRAGON'S TOOTH, California 2019</b>	142.00

### ZINFANDEL

<b>BEALE VINEYARDS BLACK CHICKEN, Napa Valley 2017</b>	115.00
<b>ORIN SLIFT 8 YEARS IN THE DESERT, California 2022</b>	104.00
<b>OUTPOST, HOUJUELI MOUNTAIN, Napa 2005</b>	212.00
<b>PRODUTTORI DI MANDURIA, Puglia 2017</b>	78.00
<b>TURLEY "COBB," AMADOR COUNTY, California 2021</b>	92.00
<b>TURLEY "PESNETI," Paso Robles 2021</b>	112.00

### BORDEAUX

<b>LEFT BANK</b>	
<b>ARSEILLAN DU LAFITE ROTHSCHILD, Poulillac 2019</b>	248.00
<b>CARBONNEUX, Pessac-Léognan 2018</b>	128.00
<b>CLARKE, Lustrac-Médoc 2012</b>	145.00

Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.





**SCOPA ITALIAN MARKET**  
UNIT NO. C12 - GOURMET MARKET WITH PIZZA

# SCOPA

ITALIAN ROOTS

## TOP CHEF ANTONIO LOFASO'S SIGNATURE MARKET CONCEPT

*“Drinking wine is just a part of life, like eating food.”*

*– Francis Ford Coppola*

### UNIQUE ATTRIBUTES

- *Chef-driven gourmet market that offers elevated, better-curated, better-crafted products, and a specialty pizza offering in an interactive and lively atmosphere.*
- *Celebrity Chef Antonio Lofaso's taste of Italian American culture and living; the fruits of her influence, curation, and inspiration in all aspects of the brand and concept.*
- *On-trend, high-quality food and beverage offering that surpasses passenger expectations, providing a wide choice of options and unbeatable value.*

### BRAND STORY

Scopa was packed the day it opened in 2013, and Chef Antonia Lofaso's first signature restaurant hasn't slowed down since. The absolutely stunning restaurant in Venice is easy to stumble upon unknowingly, but literally everyone in greater LA knows about it at this point. Scopa is simultaneously a neighborhood staple and a buzzy go-to spot for everyone's who's who, making it essentially LA in so many ways. The local, chef-driven concept creates a beautiful crossroads, melding a nutrition driven lifestyle and everyday convenience into something luxurious and unique.

Chef Lofaso, perpetually in her chef's whites and kitchen clogs, believes her success is measured by an innate ability to understand her audience. In other words, she knows what people like to eat. And making them happy with loveable Italian American food is what she loves to do. Her upshot into the world of culinary superstardom comes after years of grinding in high-profile kitchens, mastering the likes of sophisticated Michelin star techniques. But her food is everything but unapproachable. Scopa is an invitation into the depths of Antonia's world, driven by an ever so human sensibility.

## RATIONALE FOR SELECTION

CREATE A POSITIVE CUSTOMER EXPERIENCE THAT IS REFLECTIVE OF THE BURBANK, GLENDALE, PASADENA REGION

Convenient urban market concept that accommodates a variety of passenger needs seamlessly, through the integration of multiple concepts; high-quality offering from a prominent local chef that reflects the up-and-coming culinary culture in SoCal, establishing ties to the region and a firm sense of place.

OFFER A VARIETY OF BRANDS AND CONCEPTS WITH BROAD CUSTOMER APPEAL

Concept courtesy of Antonia Lofaso, featuring high-quality Italian fare to create a mixed-use concept that is unique to BUR. Versatile, easy-to-understand concept that accommodates passengers with a familiar but innovative offering.

OPTIMIZE FINANCIAL RETURNS TO THE AUTHORITY

Elevated customer service, higher end choices. Design optimized for BUR environment to communicate level of quality. Wide variety of menu items serving passengers at all mealtimes. Built for speed with Digital Menu Boards; Self-Order Kiosks with self-checkout; and Contactless Payment.

ENHANCE OPPORTUNITIES FOR PARTICIPATION BY LOCAL, SMALL, AND DISADVANTAGED BUSINESSES

Scopa Italian Roots is a locally owned and operated business. Scopa Italian Market will operate as a Licensed Partnership Agreement between SSP America, BUR LLC & Chef Antonia Lofaso. A unique and committed partnership that goes beyond a standard licensed arrangement. Chef Lofaso will be involved in the ongoing management of the airside location, including every detail of sourcing, operation, quality control, recruitment, and staffing. Chef Lofaso will ensure a positive impact on the guest experience, quality, and commercial success of the market, as results will tie directly back to their own commercial result of this truly unique local experience.



### ***Specific concept descriptions & how they would be incorporated into the Airport program.***

Scopa Italian Market is a dynamic mixed-use space that offers convenience, variety, quality, and an elevated customer service experience. The concept integrates the service styles, offerings, and customer service experiences of markets and fast casual restaurants, creating a convenient takeaway option for passengers who want to efficiently fulfill their desire for the little luxuries that elevate the travel experience. The customer experience is innovative, yet intuitive, since each facet of the concept is familiar, accessible, and customer-service forward. As an urban market concept, the extensive food and beverage menu covers all dayparts naturally and effectively.

The clean minimalism and simultaneous comfort of a brand like Scopa Market creates an atmosphere of professionalism and passion—clues that what the customer is about to experience is of the utmost quality. BUR demands SoCal's best—and Scopa



## MEET THE BRAND

*“Conceptually, I want the Scopa Italian Market at BUR to feel like you’re dining at the restaurant. There’s certain foods and certain styles of food that give people comfort when they’re flying, so we’re working to adapt our offering for the airport environment. But the energy, the vibe, the quality of the food—that all has to be way beyond expectations.”*

*- Chef Antonia Lofaso*



begins with the star power of Chef Antonia Lofaso and her signature spirit of hospitality. At each of Scopa Italian Market's multiple passenger touchpoints, knowledgeable staff extend a friendly greeting to satisfy and fulfill customers' needs as efficiently and effectively as possible. Located in the C12 Space, the gourmet market and pizza concept is a go-to option for passengers who prioritize convenience and want higher-end gourmet meal options.

Catering to BUR's steady influx of arriving and departing passengers, Scopa Italian Market features freshly made and pre-packaged everyday meal options like sandwiches, high-end egg-and-cheese sandwiches, salads, wraps, and light entrees available for takeout. A signature antipasti section, offering more refined snack options created by Chef Lofaso, gives Scopa authentic Italian flare and a distinct sense of quality and curation. The specialty candy program, inspired by BUR's love of Old Hollywood and SoCal's unique history, features classic products from the legendary See's Candies.

Scopa Italian Market's pizza program is anchored by a specialty AM breakfast pizza offering that creates a unique sense of Chef Lofaso's Italian roots and her multifaceted culinary ability. Her New York style slices make convenient handheld options that have the potential to be recognized as LA's best pizza. The wood-fired oven and the skill of the highly trained pizzaiolos creates a great entertainment facet, and the quality of the ingredients incorporated in each specialty pie will surprise and delight. Scopa will also offer grab-and-go bottles of California state wines, high-quality Italian wines, canned domestic beers, and non-alcoholic drinks from popular independent brands.



***Describe the analysis conducted to determine the concepts, brands, merchandise, menus, and product lines incorporated in the Proposal.***

Urban markets are smaller, hyper local, intentionally curated concepts that better accommodate the needs of local communities. Scopa Italian Market is an urban market designed by Chef Lofaso and SSP America for BUR's passengers. With a distinctly contemporary and casually elevated feel, the customer experience is reminiscent of similar high-end markets nestled in the greater Los Angeles area's flourishing residential communities. The menu puts higher-end ingredients at the forefront, meshing appeal for lighter, healthier options and more indulgent meal options like pizza. Scopa is the kind of Italian market everyone wishes they had right down the street, bolstering the offering with local and authentic Italian products that make great last minute gift options.

Chef Lofaso's high-brow, low-brow chef brand creates a sense of the high-end quality of the offering, without deterring casual customers. Put simply, Scopa Italian Market is a place where people go to get the best buzzworthy food in sweatpants and a sweatshirt. The concept is all about comfort, convenience, and quality—giving BUR's higher spend passengers an opportunity to indulge in the little luxuries of traveling without all the extra pretense.

## **THE CELEBRITY OF CHEF ANTONIO LOFASO**

- *“The Women of ‘Top Chef’ are taking over Los Angeles.” - Chowhound*
- *“Top Chef Antonia Lofaso On Tayshia Adams’ Season Of ‘The Bachelorette’.” - Delish*
- *“Antonia Lofaso’s Go-To Thanksgiving Dish Gives Roasted Squash an Italian Twist.” - Tasting Table*



# SCOPA

ITALIAN ROOTS

## breakfast

- Bomboloni (v) – 4.00**  
nutella, lemon curd, pistachio cream
- NY-Style Coffee Cake (v) – 7.00**  
cinnamon-sugar crumble
- Seeded Bastone (v) – 8.00**  
butter and jam
- Yogurt Parfait (v)(gf) – 9.00**  
granola, seasonal berries
- Overnight Oats (v)(vg)(gf)(df) – 7.00**  
seasonal berries, almonds
- Chocolate Chia Pudding (v)(vg)(gf)(df) – 7.00**  
fresh berries
- Market Fruit (v)(vg)(gf)(df) – 6.00**  
chef's selection
- NYC School Special Sandwich – 16.00**  
scrambled eggs, bacon, cheddar, kaiser roll
- Venice Breakfast Burrito – 17.00**  
Italian sausage, eggs, potatoes, caramelized onions, calabrian chili, mozzarella, avocado pico de gallo

## market antipasti

- Marinated Olives (v)(vg)(gf)(df) – 12.00**  
orange zest, chili, rosemary
- Ricotta Crostini (v) – 18.00**  
house made ricotta, rosemary, chili, olive oil, ciabatta
- Burrata – 21.00**  
roasted red peppers, pesto, arugula, red wine vinegar
- Heirloom Tomatoes (gf) – 18.00**  
sweet onion, basil, ricotta salata, sherry vinegar, olive oil
- Rice Ball – 22.00**  
meat sauce, peas, ricotta, tomato sauce, mozzarella
- Charcuterie Box – 17.00**  
salami, prosciutto, aged provolone, olives, crackers

## market salads

- Raw Brussels Sprouts (v)(gf) – 22.00**  
pecorino romano, parsley, grapes, olive oil, sherry vinegar, toasted almonds
- Italian Chopped – 23.00**  
salami, imported provolone, ceci beans, oregano, pepperoncini, radicchio, artichoke, red onion, roasted peppers
- Caesar Caesar (v) – 19.00**  
little gem, caesar dressing, parmesan, lemon, breadcrumbs

## market sandwiches, heroes and wraps

- Italian Hero – 23.00**  
coppa, prosciutto, salami, provolone, olive oil, vinegar
- Chicken Cutlet Sandwich – 20.00**  
lettuce, tomato, onion, pesto, provolone, olive oil, red wine vinegar
- Roasted Eggplant Sandwich (v) – 18.00**  
zucchini, provolone, pesto
- Chicken Caesar Wrap – 17.00**  
little gem, parmesan cheese, caesar dressing
- Roasted Zucchini Wrap (v) – 15.00**  
quinoa, sundried tomato, mozzarella, basil oil, balsamic reduction
- California Garden Wrap (v) – 15.00**  
olive tapenade, red onion, avocado, sprouts, cream cheese
- Italian Roast Beef Wrap – 19.00**  
havarti, roasted red pepper, pickles, arugula, horseradish mayo
- Sicilian Tuna Reserva – 15.00**  
cornichons, picked veg, hard-boiled egg, seeded bastone

## market kids

- BREAKFAST**
- NYC School Special Sandwich – 13.00**  
scrambled eggs, bacon, cheddar, kaiser roll
- Atlantic City Boardwalk Waffle (v) – 12.00**  
whipped cream, gelato, berries
- LUNCH/DINNER**
- Kid's Pasta (v) – 11.00**  
tomato, cheese, or butter
- Kid's Pizza – 12.00**  
cheese (v) or pepperoni cup

## market entrées

- Spaghetti And Meatballs – 22.00**  
parmesan, basil
- Rigatoni – 23.00**  
vodka sauce, chili flake, basil, fresh ricotta
- Cavatelli – 30.00**  
braised pork shank, tomato, parmesan, parsley, ricotta salata
- Lasagne – 30.00**  
italian sausage, meat sauce, parmesan, locatelli
- Chicken Parmesan – 30.00**  
tomato sauce, mozzarella, basil  
+add side of bucatini with parmesan and butter or tomato sauce and parmesan – 11.00

## market desserts

- Zeppole (v)(vg)(df) – 12.00**
- Box Of Italian Cookies (v) – 15.00**  
assorted pignoli, wedding, rainbow, and biscotti cookies
- Mini Cannolis (v) – 12.00**  
ricotta, chocolate chips
- Tiramisu (v) – 12.00**  
ladyfingers, mascarpone, coffee liqueur, cacao

(V) Vegetarian (VG) Vegan (GF) Gluten-Free (DF) Dairy-Free (PK) Available Pre-Packaged  
Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.



# SCOPA

ITALIAN ROOTS

## market snacks and specialty candies

**Italian Cheese Box** – 16.00  
**Giardiniera** – 8.00  
 carrots, cauliflower, celery, haricot vert  
**Old School NY Specialty Candies (v)** – 3.00-6.00  
 Violets  
 Golio Bianca  
 Tronky  
 Fruittella  
 Rossana  
 Galatine  
 Leone - Candies And Pastiglies  
**See's Candies** – 3.50  
 California Grown And Made  
 Peanut Brittle Bar  
**Orange Twists** – 7.00  
**Milk Chocolate Balls** – 11.00  
**Sour Bats** – 11.00  
**Cinnamon Lollypops** – 16.00  
**Toffee-ettes** – 17.00  
**Crispy's Orange** – 17.50  
**Nuts And Popcorn** – 9.00  
**Italian Nut Mix (v)** – 9.00  
 peanuts, almonds, pistachios, hazelnuts, rosemary, chili flake  
**Blue Diamond Almond Nut Thins** – 8.00  
**Wonderful Pistachios** – 11.45  
**Sahale Snacks** – 10.00  
**Kind Dipped Clusters** – 8.00  
**Woodstock Organic** – 14.75  
**Poppy Handcrafted Popcorn** – 7.50  
**Angie Boom Chicka Popcorn** – 7.50  
**G.H. Cretors Cheese Caramel And Mix** – 8.00  
**Crunchmaster** – 6.75  
**Marilyn's Gluten Free Straw (gf)** – 11.50  
**Cooper's Cheese Straws** – 10.25

**JERKY**  
**Jack's Line Beef Jerky** – 11.50  
**Jack's Line Turkey Jerky Original** – 11.50  
**Epic Bites** – 11.50  
**CHOCOLATE AND SNACK**  
**Unreal Chocolate** – 8.50  
**Justin's Organic 4 Zero** – 9.00  
**Evolved Organic Hazelnut Dark Chocolate Cups** – 13.75  
**Evolved Organic Keto Cups Almond Butter** – 13.75  
**Enjoy Life Brownie Bites Rich Chocolate** – 9.75  
**Alter Ego Organic Dark Chocolate** – 8.00  
**Lily's Stevia Sweetened** – 8.00  
**Endanged Species Chocolate** – 7.00  
**Equal Exchange Organic Chocolate** – 8.00  
**Chocolove** – 7.00  
**Ritter Sport** – 6.00

**CANDIES AND NATURAL CANDIED FRUITS**  
**RJ's Licorice** – 6.00  
**Darrell Lea** – 7.00  
**Mavuno Harvested Dried Mango** – 6.00  
**Mavuno Harvest Organic Mango Chili Bites** – 6.00  
**Mavuno Dried Organic Banana Cocoa** – 6.00  
**Mavuno Harvest Dried Organic Jackfruit** – 6.00  
**Natierra Organic Bananas** – 6.00

(V) Vegetarian (VG) Vegan (GF) Gluten-Free (DF) Dairy-Free (PK) Available Pre-Packaged  
 Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.

## pizzas

### BREAKFAST

*Gluten-Free Crust +2.00*

**BEC** – 22.00

bacon, egg, potato, mozzarella

**Italian Sausage** – 24.00

broccoli rabe, locatelli, mozzarella, chili flake, sunny-side egg

**Roasted Pepper (v)** – 21.00

pesto, tomato, arugula, aged provolone, mozzarella, sunny-side egg

### LUNCH AND DINNER

*Gluten-Free Crust +2.00*

**NY-Style Cheese (v)** – 19.00

tomato, mozzarella, basil, evoo

**NY-Style Pepperoni Cup** – 23.00

tomato, cheese, basil

**NY-Style Vodka Sauce (v)** – 21.00

vodka sauce, chili flake, basil, fresh ricotta

**NY-Style White Pizza (v)** – 21.00

confit garlic, herbed ricotta, spinach

**NY-Style Mexican Pizza (v)** – 20.00

black beans, cotija, cilantro, pickled chilies

**NY-Style BBQ Chicken Pizza** – 26.00

pickled red onion, cilantro, fontina cheese

**Grandmother Pizza (v)** – 23.00

crushed tomato, mozzarella, oregano

**Kid's Pizza** – 12.00

(cheese (v) or pepperoni cup)

## beverages

**Assorted Bottled Soda** – 5.00  
**Coca Cola (Mexico)** – 6.00  
**Bottled Orange Juice** – 5.00  
**Bottled Apple Juice** – 5.00  
**Canned Cranberry Juice** – 5.00  
**Bottled Water** – 5.00  
**Bottled Sparkling Water** – 5.00  
**Red Bull, Sugar Free** – 6.00  
**Manhattan Orange Soda** – 6.00  
**Dry Cucumber Soda** – 6.00  
**Borgnine's Coffee Soda** – 6.00  
**Ginger Beer** – 6.00

# SCOPA

ITALIAN ROOTS

(V) Vegetarian (VG) Vegan (GF) Gluten-Free (DF) Dairy-Free (PK) Available Pre-Packaged  
 Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.

## beer

**White Rascal White Ale** – 10.00  
**Avery Ellie's Brown Ale** – 10.00  
**Pizza Port Chronic Amber** – 10.00  
**Bad Hombre, Los Angeles, CA** – 10.00  
**Creature Comforts, Dita IPA, Los Angeles, CA** – 10.00  
**Skyduster Super Dry, Los Angeles, CA** – 10.00  
**Stone IPA, Escondido, CA** – 10.00  
**Stone Hazy IPA, Escondido, CA** – 10.00

## canned and bottled beer 12oz

### CRAFT

**Erdinger N/A Beer** – 8.00  
**Pizza Port Swami's IPA, Carlsbad, CA** – 10.00  
**El Segundo Smoked Alibier** – 10.00  
**Stone Buenaveza, Escondido, CA** – 10.00

### DOMESTIC

**Budweiser** – 8.50  
**Bud Light** – 8.50  
**Miller Light** – 8.50  
**Miller Genuine Draft** – 8.50  
**Michelob Ultra** – 8.50  
**Coors Light** – 8.50

### IMPORTED

**Dos Equis Lager** – 10.50  
**Tecate** – 9.50  
**Corona Light** – 9.50  
**Modelo Especial** – 10.50

## canned wine – 12.45 – 14.75

**Bev Glitz Bubbly White 5 oz**  
 extra dry + extra fizzy crisp and bubbly white wine with notes of white peach, green apple and tropical lime

**Bev Noir 5 oz**  
 citrus blossoms, fresh pomegranate, and light blackberry

**Bev Glow 5 oz**  
 fragrant melon, tropical fruit, and jasmine flowers

**Bev Glam 5 oz**  
 passion fruit, delicate red berries, and white peach

## bottled wine (GRAB & GO)

### SPARKLING

**NV Benvolio Prosecco** – 68.00  
**NV Le Vigne de Alice, Spumante "Oso" Brut Nature Rose** – 68.00

### WHITE

**2020 Domaine Eden Chardonnay, Santa Cruz Mountains, California** – 81.00  
**2023 Copain "Daybreak" White Blend, Sonoma County** – 90.00  
**2023 Matanzas Creek Sauvignon Blanc, Sonoma County** – 68.00  
**2023 Kendall Jackson Pinot Gris, California** – 68.00

**2022 Cambria Viognier, Tepusquet Vineyard, Santa Maria Valley** – 72.00

### RED

**2021 Silver Palm Cabernet Sauvignon, California** – 68.00  
**2021 Kendall Jackson Zinfandel, Sonoma County** – 68.00  
**2021 Cambria Syrah, Tepusquet Vineyard, Santa Maria Valley** – 72.00  
**2022 Tablas Creek Patelin de Tablas Rouge** – 72.00  
**2022 La Crema Pinot Noir, Sonoma Coast** – 77.00



# SCOPA

ITALIAN ROOTS

September 9, 2024

Natalie Greene  
Sr. Director, Brands & Concepts  
SSP America, Inc.  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

Re: Letter of Authorization

Dear Natalie,

Please accept this letter confirming our authorization that SSP America, Inc. ("SSP") has the rights to include Scopa restaurants' trademarks, logos and products in the proposal of SSP to the lessor at the Hollywood Burbank Airport ("the Airport") regarding opportunities for development and operations of food and beverage concessions at the Airport.

With this letter, Scopa grants SSP the rights to operate Scopa at the Airport as proposed for the duration of the Food Service and Retail Concessions at the Hollywood Burbank Airport to be awarded.

This letter will remain in effect for one year following the date written above, and may be extended by mutual written agreement of the parties.

Sincerely,

Scopa



Name: Mario R. Guddemi

Title: mgm member

SSP America, Inc.

# STARBUCKS

UNIT NO. C13 - GOURMET COFFEE

FILM STARS, MOVIE LEGENDS, SILVER SCREEN ICONS, AND MERE MORTAL GLOBAL JETSETTERS ALIKE ALL KNOW AND LOVE STARBUCKS.



## UNIQUE ATTRIBUTES

- A familiar sight in airports across the globe, Starbucks promises passengers consistently executed premium coffee drinks, tea drinks, sandwiches, bakery snacks, and more.
- Starbucks welcomes every passenger demographic with its mega-chain status and industry-celebrated speed, efficiency, and high-quality customer service.
- In an environment where speed is of the essence, Starbucks' brand recognition brings a welcome decisive option—passengers don't need to think; they just need to head to the counter or self-order kiosk and order their favorite menu item.

“Is there some reason that my coffee isn't here? Has she died or something?”

- Miranda Priestly,  
*The Devil Wears Prada*

## BRAND STORY

The Starbucks story began in 1971, when the company was a single store in Seattle's historic Pike Place Market. The name, inspired by *Moby Dick*, evoked the romance of the high seas and the seafaring tradition of the early coffee traders.

In 1983, Howard Schultz (former Starbucks chairman and CEO, now chairman emeritus) traveled to Italy and became captivated by Italian coffee bars and the enchantment of the coffee experience. He had a vision to bring the Italian coffeehouse tradition back to the United States—a place for conversation and a sense of community. A third place between work and home.

After 50+ years, Starbucks has become one of the world's most respected and admired companies, an enduring global merchant that today delivers the Starbucks Experience more than 85 million times per week at more than 32,000 stores in 80 countries. Starbucks has become known as the primary leader of the second-wave coffee movement. Drinks like the Frappuccino and Pumpkin Spice Latte are now part of the global public lexicon and recognized distinctive aspects of coffee culture.

From the beginning, Starbucks set out to be a different kind of company—one that not only celebrated coffee and rich tradition but also brought a feeling of connection. For BUR's passengers in the beautiful new Replacement Passenger Terminal, Starbucks will continue to bring not only their passion as purveyors of exceptional coffee but also the magical Starbucks connection that goes with every Starbucks coffeehouse experience.





## RATIONALE FOR SELECTION

CREATE A POSITIVE CUSTOMER EXPERIENCE THAT IS REFLECTIVE OF THE BURBANK, GLENDALE, PASADENA REGION

Global coffee icon serving handcrafted, gourmet coffees, teas and more made from premium ingredients. All menu items handcrafted to order.

OFFER A VARIETY OF BRANDS AND CONCEPTS WITH BROAD CUSTOMER APPEAL

Coffee stands as one of the highest-selling F&B menu items worldwide. With its universal appeal, Starbucks' menu also meets all price points and dietary preferences. Menu serves all dayparts. All menu items handcrafted to order.

OPTIMIZE FINANCIAL RETURNS TO THE AUTHORITY

Elevated, higher end choices. A familiar sight across airports worldwide, Starbucks flexes its global muscles with high volume traffic. Serves all dayparts. Design optimized for airside environment. Built for speed with Digital Menu Boards; Self-Order Kiosks; and Contactless Payment. Able to drive throughput and sales like few concepts can.

ENHANCE OPPORTUNITIES FOR PARTICIPATION BY LOCAL, SMALL, AND DISADVANTAGED BUSINESSES

Starbucks will be operated by Atlanta Restaurant Partners, LLC, as a sub-tenant to SSP America BUR, LLC. Atlanta Restaurant Partners will enhance opportunities for the local community by hiring all management and team members from the Burbank, Glendale, Pasadena region, and source ingredients from local sources wherever possible.



### ***Specific concept descriptions & how they would be incorporated into the Airport program.***

A true global icon with undeniable Tinseltown star quality, Starbucks brings its elevated, premium quality coffee and instant brand recognition to this centrally placed C13 location. From the handcrafted coffee bar, guests will enjoy made-to-order espressos, lattes, cappuccinos, Frappuccinos, mochas, macchiatos, lattes, drip coffee, nitro cold brew, Starbucks Draft and iced coffees. The drinks menu will also include handcrafted hot and cold tea drinks, Refreshers, blended drinks, cold bottled beverages, and cold-pressed juices.



For hungry starlets on the go, the Starbucks menu will include a wide selection of bakery treats, protein boxes, parfaits, croissant & baguette sandwiches, toasted paninis, and wraps, as well as a wide range of fresh grab-and-go snacks, sandwiches, salads, branded yogurts, fruit, and baked goods—all tailored specifically to the BUR location and designed to stand apart from every other Starbucks passengers may have enjoyed elsewhere. For BUR early birds, hot breakfast sandwiches, oatmeal, bagels, fruit, and branded yogurt will also be available.



**Describe the analysis conducted to determine the concepts, brands, merchandise, menus, and product lines incorporated in the Proposal.**

As its business model, SSP America conducts unprecedented consumer research in the Airport environment throughout the United States and the world, spanning 18k customers across 25 markets, collecting c. 3 million data points to determine diner preferences. Understanding our customers' mindsets helps to tailor a relevant restaurant portfolio, with food offerings and service/speed considerations that meet the future traveler's needs. We can deliver better insight to our airport partners with a clearer rationale for recommending brand choices, and we can inform our airport partners of the latest F&B trends in travel based on changing customer attitudes.

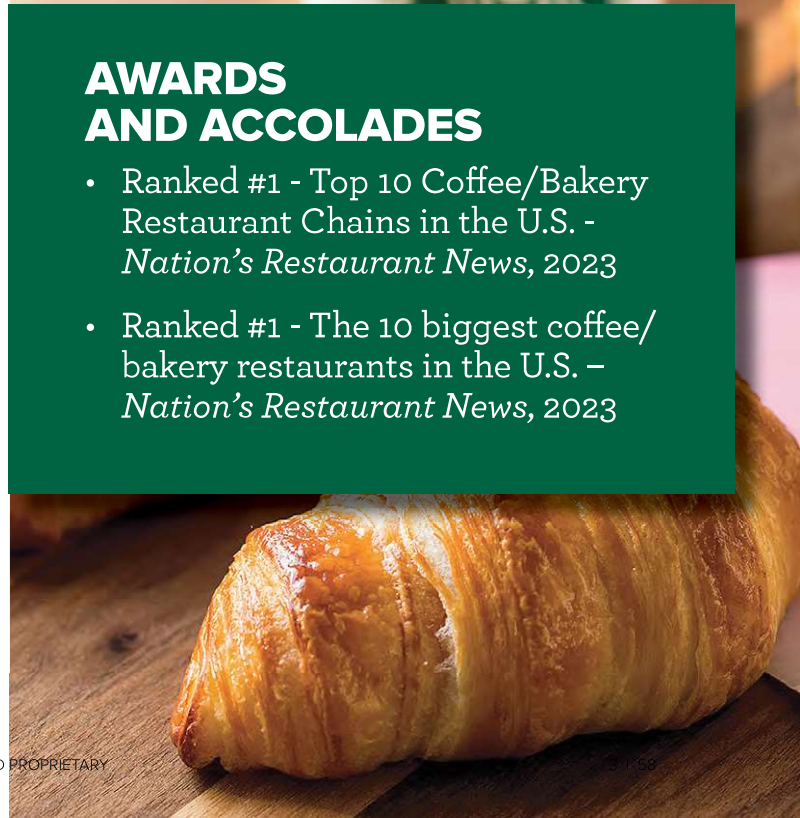
Over six million travelers make their way through Hollywood Burbank Airport each year, and BUR's new RPT Unit No. C13's location encompasses the heartbeat of the enterprise, positioned just after TSA in the central core entryway, with prime exposure to all of the enplanements between the terminals' gates and concourses. Knowing that today's diverse demographic looks for familiar, local options with high quality and various offerings as well as value for money, SSP's portfolio includes a formidable mix of locally loved foodie destinations, each with its own particular brand of "star quality," that includes award-winning chefs, community focused mainstays and a regional all-star, born in the San Fernando Valley that's sweeping across the southwest, and soon the nation. We are also including the option of a globally recognized coffee icon for the Gourmet Coffee space that delivers a superior range of drink, snack, and meal choices that serve every daypart and dietary preference. Local brands were handpicked because they are owned and operated by independent entities, ensuring superior food quality, personalized customer service, and a hands-on approach to the daily commerce of the airport locations.

And regardless of what a customer orders – be it a sit-down meal for someone with a bit of dwell time or a speedy snack to-go, it's fast service with a smile, thank you, plus plenty of friendly, personal appreciation included with every purchase.



## AWARDS AND ACCOLADES

- Ranked #1 - Top 10 Coffee/Bakery Restaurant Chains in the U.S. - *Nation's Restaurant News, 2023*
- Ranked #1 - The 10 biggest coffee/bakery restaurants in the U.S. - *Nation's Restaurant News, 2023*







STARBUCKS®

BAKERY

Table listing bakery items such as Banana Walnut and Pecan Loaf, Lemon Loaf, Pumpkin and Pepita Loaf, etc., with prices ranging from 1.99 to 4.49.

AM PREPARED AND READY-TO-EAT

Table listing AM prepared items such as Bacon, Gouda and Egg Sandwich, Sausage, Cheddar and Egg Sandwich, etc., with prices ranging from 5.29 to 6.59.

PM PREPARED AND READY-TO-EAT

Table listing PM prepared items such as Tomato and Mozzarella on Focaccia, Turkey, Provolone and Peston on Ciabatta, etc., with prices ranging from 6.79 to 9.09.

(V) Vegetarian (VG) Vegan (GF) Gluten-Free (DF) Dairy-Free (PK) Pre-Packaged Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.

PACKAGED

Table listing packaged items such as Starbucks® Perfectly Salted Kettle Potato Chips, Starbucks® Salt and Vinegar Kettle Potato Chips, etc., with prices ranging from 1.99 to 3.29.

ESPRESSO AND HOT COFFEE

Table listing espresso and hot coffee items such as Caffe Americano, Cappuccino, Caffe Latte, etc., with prices ranging from 3.95 to 4.75.

ICED ESPRESSO

Table listing iced espresso items such as Iced Caffe Americano, Iced Caffe Latte, Iced Vanilla Latte, etc., with prices ranging from 3.95 to 7.15.

ICED COFFEE

Table listing iced coffee items such as Starbucks® Cold Brew Coffee, Vanilla Sweet Cream Cold Brew, etc., with prices ranging from 6.25 to 6.25.

(V) Vegetarian (VG) Vegan (GF) Gluten-Free (DF) Dairy-Free (PK) Pre-Packaged Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.



## FRAPPUCCINO® BLENDED BEVERAGES

Caramel Ribbon Crunch (GF) 470 calories   60 g of sugar	7.15
Mocha Cookie Crumble (GF) 480 calories   55 g of sugar	7.15
Espresso (GF) 210 calories   42 g of sugar	8.05
Coffee (GF) 230 calories   45 g of sugar	6.59
Caffè Vanilla (GF) 410 calories   63 g of sugar	7.15
Caramel (GF) 380 calories   54 g of sugar	7.15
Mocha (GF) 370 calories   51 g of sugar	7.15
Java Chip 440 calories   59 g of sugar	7.15
White Chocolate Mocha (GF) 420 calories   61 g of sugar	7.15
Vanilla Bean Crème (GF) 380 calories   52 g of sugar	6.59
Strawberry Crème 370 calories   51 g of sugar	7.15
Chocolate Cookie Crumble Crème (GF) 460 calories   46 g of sugar	7.15
Caramel Ribbon Crunch Crème (GF) 420 calories   46 g of sugar	7.15
Chai Crème 340 calories   45 g of sugar	7.15
Double Chocolate Chip Crème (GF) 410 calories   47 g of sugar	7.15
Matcha Crème 420 calories   61 g of sugar	7.15
White Chocolate Crème (GF) 380 calories   49 g of sugar	7.15

## ICED TEA AND REFRESHMENT

Strawberry Açai Starbucks Refreshers® (GF) 100 calories   21 g of sugar	4.49
Strawberry Açai Lemonade Starbucks Refreshers® (GF) 140 calories   32 g of sugar	5.45
Mango Dragonfruit Starbucks Refreshers® (GF) 90 calories   19 g of sugar	4.49
Mango Dragonfruit Lemonade Starbucks Refreshers® (GF) 140 calories   31 g of sugar	5.45
Pink Drink Starbucks Refreshers® 140 calories   25 g of sugar	4.49
Dragon Drink Starbucks Refreshers® (GF) 130 calories   23 g of sugar	4.49
Pineapple Passionfruit Starbucks Refreshers® (GF) 100 calories   19 g of sugar	4.49
Pineapple Passionfruit Lemonade Starbucks Refreshers® (GF) 140 calories   30 g of sugar	5.45
Paradise Drink Starbucks Refreshers® 140 calories   23 g of sugar	4.49
Iced Chai Tea Latte 240 calories   42 g of sugar	6.25
Iced Black Tea (GF) 0 calories   0 g of sugar	4.50
Iced Black Tea Lemonade (GF) 50 calories   11 g of sugar	5.55
Iced Royal English Breakfast Tea Latte (GF) 140 calories   25 g of sugar	6.25
Iced London Fog Tea Latte (GF) 140 calories   25 g of sugar	6.25
Iced Green Tea (GF) 0 calories   0 g of sugar	4.49
Iced Green Tea Lemonade (GF) 50 calories   11 g of sugar	5.45
Iced Peach Green Tea (GF) 60 calories   12 g of sugar	5.45
Iced Peach Green Tea Lemonade (GF) 80 calories   18 g of sugar	5.69
Iced Matcha Tea Latte 200 calories   28 g of sugar	6.25
Iced Matcha Lemonade 120 calories   27 g of sugar	5.45
Iced Passion Tango® Tea (GF) 0 calories   0 g of sugar	4.49
Iced Passion Tango® Tea Lemonade (GF) 50 calories   11 g of sugar	5.45
Lemonade (GF) 120 calories   27 g of sugar	4.29
Blended Strawberry Lemonade 190 calories   40 g of sugar	7.15

## HOT TEA

Chai Tea Latte 240 calories   42 g of sugar	5.99
Chai Tea 0 calories   0 g of sugar	3.95
Royal English Breakfast Tea 0 calories   0 g of sugar	3.95
Royal English Breakfast Tea Latte 150 calories   21 g of sugar	5.99
Earl Grey Tea 0 calories   0 g of sugar	3.95
Teavana® London Fog Tea Latte (GF) 180 calories   29 g of sugar	5.99
Emperor's Clouds and Mist® (GF) 0 calories   0 g of sugar	3.95
Matcha Tea Latte (GF) 240 calories   32 g of sugar	5.99
Honey Citrus Mint Tea (GF) 130 calories   30 g of sugar	5.09
Jade Citrus Mint® Brewed Tea (GF) 0 calories   0 g of sugar	3.95
Mint Majesty® (GF) 0 calories   0 g of sugar	3.95
Peach Tranquility® (GF) 0 calories   0 g of sugar	3.95

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## VEGETARIAN

Blueberry Muffin
Coffee Cake
Blueberry Scone
Petite Vanilla Bean Scone
Cheese Danish
Butter Croissant
Chocolate Croissant
Banana Loaf
Lemon Loaf
Pumpkin Loaf
Chocolate Brownie
Chocolate Chip Cookie
Birthday Cake Pop
Chocolate Cake Pop
Impossible® Breakfast Sandwich
Spinach Feta Wrap
Roasted Red Pepper and Egg White SVEB
Tomato Mozzarella Panini
Crispy Grilled Cheese
Cheese Trio Protein Box
Eggs and Gouda Protein Box

## NON-VEGETARIAN

Ham and Cheese Croissant
Bacon Gouda Sandwich
Sausage and Cheddar Sandwich
Double-Smoked Bacon and Cheddar Sandwich
Reduced-Fat Turkey Bacon and Cheddar Sandwich
Bacon and Gruyere SVEB
Bacon, Sausage and Egg Wrap
Turkey and Basil Pesto Panini
Ham and Swiss Panini

## PRODUCT

	CALORIES	PROTEIN
Blueberry Muffin	320	14 g
Coffee Cake	380	6 g
Blueberry Scone	320	5 g
Cheese Danish	290	7 g
Butter Croissant	250	5 g
Chocolate Croissant	300	5 g
Chocolate Chip Cookie	360	6 g
Spinach Feta Wrap	290	20 g
Roasted Red Pepper and Egg White SVEB	70	12 g
Tomato Mozzarella Panini	370	18 g
Ham and Cheese Croissant	360	6 g
Bacon Gouda Sandwich	370	17 g
Reduced-Fat Turkey Bacon and Cheddar Sandwich	230	17 g
Bacon and Gruyere SVEB	300	19 g



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**October 11, 2024**

Daniel Halpern  
Managing Partner  
Atlanta Restaurant Partners, LLC  
1760 Peachtree Street, Suite 200  
**Atlanta, Georgia 30309**

Re: Letter of Confirmation from Starbucks Corporation (“Starbucks”) to Atlanta Restaurant Partners regarding food and beverage concession opportunities at **Hollywood Burbank Airport (BUR) RFP NO. ADM25-01**

Greetings Daniel:

It gives Starbucks great pleasure to send this letter confirming the authorization for Atlanta Restaurant Partners to propose (bid) the development and operation of Starbucks Licensed Stores at **Hollywood Burbank Airport (BUR)**

**RFP: NO. ADM25-01**  
**Package 1 - Space C13 Gourmet Coffee 972 SQ FT**

Starbucks agrees to provide support for Atlanta Restaurant Partners proposal and looks forward to working with you. Starbucks also confirms that Starbucks has granted Atlanta Restaurant Partners the right to operate the above-mentioned Starbucks Coffee store at **Hollywood Burbank Airport (BUR)**.

Please feel free to contact us if there is anything we can do to support your efforts for future development of Starbucks stores.

Sincerely,

A handwritten signature in black ink that reads "Kurt B. Wisniewski".

Kurt Wisniewski  
national account executive  
kwisniew@starbucks.com  
STARBUCKS COFFEE COMPANY

**BLACK MARKET LIQUOR BAR**  
UNIT NO. C16 – BAR WITH FOOD



est. 2011

**BLACK MARKET**

LIQUOR BAR

## Unique Attributes

- Scratch-made plates and a chef-led menu from locally loved and laurelled Chef Antonia Lofaso.
- Epic cocktail menu, backed by a star-studded roster of California craft brews and wines.
- Straight from the heart of Studio City, one of the region's best-known restaurants recreated airside—offering an American-eclectic menu spanning Mexican, Asian, Italian, and classic American dishes—a true reflection of the region's beautiful culinary diversity. This is melting pot cuisine.

**American eclectic  
plates + craft cocktails**

*“Of all the gin joints in all  
the towns in all the world,  
she walks into mine.”*

- Rick Blaine, Casablanca

## Brand Story

In the food and beverage business, you have to be pretty darn special to stand out. Talent is everywhere. But the true celebrities? The true culinary stars? Oh, you can spot them. You can spot them because, as everyone in Tinseltown knows, true stars always, always shine bright. Welcome, Chef Antonia Lofaso.

After attending the French Culinary Institute in New York City (now the International Culinary Center), Chef Antonia earned her culinary creds in high-profile kitchens, absorbing sophisticated techniques but flexing her individual ability to take extraordinary risks and honor her instincts. She rose quickly through the ranks at Wolfgang Puck's Spago and went on to transform high-profile kitchens in Los Angeles while working closely with many celebrities. In 2011, she co-founded Black Market Liquor Bar in Studio City with Sal Aurora and Mario Guddemi, creating a space that fostered her creative freedom. Known for its diverse, eclectic menu—Black Market reflects Lofaso's bold, evolving culinary vision, offering a unique dining experience anchored by her instincts.

For the past 13 years, Black Market Liquor Bar has been a cherished staple in Studio City, uniting the community through its unique dining experience. This is culinary diversity without constraints. A meal might include edamame, shishito peppers, Korean wings, peel-and-eat lemon pepper shrimp, and sticky toffee pudding. Behind the bar, the sophisticated cocktails and extensive wine and beer selection showcase the best of California craft brewers and vineyards. This commitment to excellence makes Black Market more than a restaurant or bar—this is local dining at its best—chef-driven, hospitality-focused, and overflowing with passion.



## Rationale for selection

CREATE A POSITIVE CUSTOMER EXPERIENCE THAT IS REFLECTIVE OF THE BURBANK, GLENDALE, PASADENA REGION	On-trend, award-winning chef-driven plates, handcrafted cocktails, beers and wine with a specific, regional and artisanal focus.
OFFER A VARIETY OF BRANDS AND CONCEPTS WITH BROAD CUSTOMER APPEAL	Bar and restaurant created by a local culinary legend. A wonderful opportunity to experience Chef Antonia's cuisine. Universal appeal to all travelers serving eclectic American plates with a chef-driven twist. Menu meets all price points and dietary preferences.
OPTIMIZE FINANCIAL RETURNS TO THE AUTHORITY	Full-service restaurant and bar with an approachable menu. Optimized for the airside environment. Concept will work day and night for all traveler's needs. Concept optimized for airside environment; built for speed product selection and service.
ENHANCE OPPORTUNITIES FOR PARTICIPATION BY LOCAL, SMALL, AND DISADVANTAGED BUSINESSES	Black Market Liquor Bar is a locally owned and operated business. Black Market will operate as a Licensed Partnership Agreement between SSP America, BUR LLC & Black Market. A unique and committed partnership that goes beyond a standard licensed arrangement. Chef Antonia Lofaso will be involved in the ongoing management of the airside location, including every detail of sourcing, operation, quality control, recruitment, and staffing. Black Market will ensure a positive impact on the guest experience, quality, and commercial success of the restaurant, as results will tie directly back to their own commercial result of this truly unique local experience.



## Meet the Brand

*"We're excited to bring the Black Market experience to Hollywood Burbank Airport, adjacent to our Studio City home. A Black Market outpost at Hollywood Burbank would allow us to serve travelers who already know and love our brand throughout the San Fernando Valley. Our airport location will capture the same atmosphere as our restaurant while catering to the fast pace of travel with comforting, elevated dishes. The goal is simple: to create a welcoming space where people can gather, enjoy exceptional food and drinks, and feel a sense of community. Whether you're savoring a full-service meal or a quick pre-departure cocktail, our dedication to quality and hospitality remains at the heart of everything we do."*

*- Chef Antonia Lofaso*



### *Specific concept descriptions & how they would be incorporated into the Airport program.*

Serving all dayparts and meeting all dietary preferences, every dish at Black Market Liquor Bar is a glimpse into the heart of American eclectic cuisine, skillfully navigated by Executive Chef Antonia Lofaso.

BMLB will greet passengers with Chef Antonia's award-winning culinary glory. BMLB takes modern cooking techniques plus high-quality ingredients and reenvisions classic food and drinks with a modern, chef-driven innovation. From moreish apps of Shrimp Tostadas, Hummus, Caponata, and Smoked Trout Dip to classic burgers and Fried Chicken Sandwiches, Butter Lettuce, Burrata with peaches and pistachios, and Caesar salads to Tagliatelle, Charred Skirt Steak, and Chicken Parmesan—there's an artisanal, chef-driven, handcrafted plate for everyone here. Round it all off with Sticky Toffee Pudding or an Eton Mess with meringue, lemon curd, and berries. Anchored by Chef Antonia's vision, the bold array of flavors offers an unparalleled dining experience that continues to revitalize the community.

From the full-service, center-stage bar, guests will find a substantial selection of premium California craft beers, top-shelf spirits, an extensive wine list of California varietals, and handcrafted cocktails, including house favorites. A wide range of freshly made coffees, teas, juices, gourmet sodas, and water will also be available. For travelers in a hurry, a menu of freshly-prepared as well as pre-packaged food will be available to go from the integrated quick-service counter.

**Describe the analysis conducted to determine the concepts, brands, merchandise, menus, and product lines incorporated in the Proposal.**

As its business model, SSP America conducts unprecedented consumer research in the Airport environment throughout the United States and the world, spanning 18k customers across 25 markets, collecting c. 3 million data points to determine diner preferences. Understanding our customers' mindsets helps to tailor a relevant restaurant portfolio, with food offerings and service/speed considerations that meet the future traveler's needs. We can deliver better insight to our airport partners with a clearer rationale for recommending brand choices, and we can inform our airport partners of the latest F&B trends in travel based on changing customer attitudes.

Across SSP's portfolio, menus are designed to cater to a wide array of appetites, offering upscale selections for "foodies" while remaining entirely approachable with plenty of familiar favorites for mainstream diners, including children. Because ownership is critical to a well-run, progressive restaurant, SSP establishes partnerships with the brands that they bring to the Airport, and these partnerships require each restaurant's active participation in management. Each of these restaurants will utilize at the Airport the same expert business practices that have made each restaurant such a local San Fernando Valley landmark. All the restaurant owners are actively involved in their Airport eateries, and the identical professional methodology that built the success of their streetside businesses will be applied to their BUR properties.

The accolades and awards that Chef Antonia and Black Market have received, are a testament to the brand's industry excellence. Having such an esteemed and celebrated chef and brand represented at BUR will undoubtedly enhance the overall experience for travelers and locals alike. The brand's commitment to providing an unparalleled dining experience ensures every customer will have a memorable and enjoyable experience at the airport.

## Love for Chef Antonia Lofaso

*"With so much talent in the kitchen and behind the bar, it's amazing that no one person has tried to claim the limelight; rather, the best thing about the place is how fraternal it feels. To watch its bartenders work and its servers race around the room is to watch people who seem at ease in their environment. That sense of wellbeing transfers to the diners, making the drinks go down smoother and the conversation come easier." – Jessica Gelt, LA Times*



## About Chef Antonia Lofaso

***Chef Antonia Lofaso is the Executive Chef and Owner of three acclaimed San Fernando Valley restaurants - Black Market Liquor Bar, Scopa Italian Roots, and DAMA. Though diverse in cuisine and style, each of her restaurants combines deep-rooted, personal culinary traditions with the influence of her globetrotting adventures and formal French training.***

***Antonia is widely recognized from Food Network's Tournament of Champions (Seasons 1-5) and was a season five finalist, Host of Beachside Brawl, as well as recurring roles on Guys Grocery Games, and Supermarket Stakeout, Beat Bobby Flay, as well as Bravo's Top Chef and CNBC's Restaurant Startup. In addition to her thriving restaurant businesses and television career, Antonia is also an entrepreneur who has launched two highly specialized and successful business endeavors: Chefletics, an athletic-inspired line of kitchen apparel, and Antonia Lofaso Catering.***





est. 2011

# BLACK MARKET

LIQUOR BAR

## BREAKFAST

- Avocado Bagel (v)** . . . . . 19  
*cucumber dill cream cheese, heirloom tomato, pickled shallots*
- Chilaquiles** . . . . . 20  
*carnitas, black bean, fresno pepper, cabbage, avocado, cotija*
- Short Rib Hash** . . . . . 21  
*potatoes, cipollini onions, mushrooms, poached egg, horseradish*
- Breakfast Taco (v)** . . . . . 9  
*fried egg, avocado crema, pico de gallo, oyster mushrooms, collard greens*
- Challah French Toast (v)** . . . . . 17  
*cinnamon sugar, mascarpone whipped cream, fresh berries*
- Burrito** . . . . . 17  
*scrambled eggs, black beans, hash browns, bacon, green onion, avocado, crema, tomatillo salsa, hot pickled veg, oaxaca cheese*
- Biscuits And Gravy** . . . . . 15  
*buttermilk biscuit, sausage gravy*

## APPETIZERS

- Edamame (v)(vg)(gf)(df)** . . . . . 13  
*chili crisp, pickled ginger, yuzu ponzu, sesame seeds*
- Shishito Peppers (v)(vg)(gf)(df)** . . . . . 15  
*togarashi, pickled ginger, ponzu, sesame seeds*
- Hummus Caponata (v)(vg)(df)** . . . . . 16  
*chile oil, ciabatta*
- Spicy Korean Chicken Wings (df)** . . . . . 20  
*cucumber kimchi, cilantro, mint*
- Hamachi (v)(vg)(df)** . . . . . 23  
*broccolini tempura, ponzu, shiso aioli, black sesame*
- Shrimp Tostada (gf)(df)** . . . . . 23  
*avocado, cilantro, lime, serrano*
- Smoked Trout Dip (df)** . . . . . 25  
*pickled baby veg, arugula, dill shallot aioli, ciabatta*

## HANDHELD

- \*available on gluten-free bun +2.00*
- Burger** . . . . . 19  
*american cheese, dill shallot aioli, confit tomato, caramelized onion, brioche*
- Fried Chicken Sandwich** . . . . . 18  
*red hot aioli, bread and butter pickles, shaved cabbage, cilantro, red onion*

## ENTRÉES

- Peel And Eat Lemon Pepper Shrimp (df)** . . . . . 35  
*andouille sausage, steamed corn*
- Cavatelli (v)** . . . . . 18  
*pecorino, black pepper, shaved gruyere*
- Tagliatelle** . . . . . 24  
*bolognese, basil, rosemary, parmigiano-reggiano*
- Fried Chicken (df)** . . . . . 39  
*and french fries*
- Charred Skirt Steak** . . . . . 45  
*crispy onions, mustard aioli, garlic chips*
- Chicken Parmesan** . . . . . 28  
*tomato sauce, mozzarella, basil*  
*+add side of bucatini with parmesan and butter or tomato sauce and parmesan – 10*

## SALADS

- add chicken +5.00*
- Butter Lettuce (v)(gf)** . . . . . 20  
*farro, cucumber, red onion, olives, cotija, tomato, cilantro*
- Burrata (v)(gf)** . . . . . 22  
*peaches, pistachio, arugula, hot honey (seasonal dish)*
- Caesar (v)** . . . . . 18  
*little gem, caesar dressing, breadcrumbs, lemon zest, parmigiano-reggiano*

## KIDS MENU

- Breakfast Burrito (v)** . . . . . 13  
*eggs, hashbrowns, cheese*
- Challah French Toast (v)** . . . . . 12  
*cinnamon-sugar, mascarpone whipped cream, fresh berries*
- Lunch/Dinner Fried Chicken (df)** . . . . . 15  
*and french fries*
- Burger** . . . . . 11  
*and french fries*
- Kids Cheese Pasta (v)** . . . . . 10

## DESSERT

- Sticky Toffee Pudding (v)** . . . . . 14  
*fresh cream*
- Eton Mess (v)** . . . . . 15  
*meringue, lemon curd, berries*

(V) Vegetarian (VG) Vegan (GF) Gluten-Free (DF) Dairy-Free  
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est. 2011

# BLACK MARKET

LIQUOR BAR

## GRAB AND GO FOOD (G&G)

- Assorted Pastries (v)** . . . . . 4 - 7
- Yogurt Parfait (v)** . . . . . 9  
*granola, seasonal berries*
- Overnight Oats (v)(gf)(df)** . . . . . 7  
*seasonal berries, almonds*
- Chia Pudding (v)** . . . . . 7  
*fresh berries*
- Seasonal Fruit (v)(vg)(gf)(df)** . 6  
*chef's selection*
- Dill Potato Chips (v)(df)** . . . . . 7  
*sea salt, malt vinegar aioli*
- Smoked Trout Dip** . . . . . 22  
*pickled baby veg, arugula, dill shallot aioli, ciabatta*
- Hummus Caponata (v)(df)** . . 14  
*chile oil, ciabatta*
- Butter Lettuce (v)(vg)** . . . . . 16  
*farro, cucumber, red onion, olives, cotija, tomato, cilantro*
- Caesar (v)** . . . . . 15  
*little gem, caesar dressing, bread crumbs, lemon zest, parmigiano-reggiano*
- Burrata (v)(gf)** . . . . . 19  
*peaches, pistachio, arugula, hot honey (seasonal dish)*
- Italian Hero** . . . . . 23  
*coppa, prosciutto, salami, provolone, olive oil, vinegar*
- Chicken Cutlet Sandwich** . . . 20  
*lettuce, tomato, onion, pesto, provolone, olive oil, red wine vinegar*
- Chicken Caesar Wrap** . . . . . 17  
*little gem, parmesan cheese, caesar dressing*
- California Garden Wrap (v)** . 15  
*olive tapenade, red onion, avocado, sprouts, cream cheese*
- Cookies (v)** . . . . . 4/ea  
*chocolate chip, peanut butter, snickerdoodle*

## GRAB AND GO WINE (G&G)

12.45 – 14.75

- Bev Glitz Bubbly White 5 oz**  
*extra dry + extra fizzy crisp and bubbly white wine with notes of white peach, green apple and tropical lime*
- Bev Noir 5 oz**  
*citrus blossoms, fresh pomegranate, and light blackberry*
- Bev Glow 5 oz**  
*fragrant melon, tropical fruit, and jasmine flowers*
- Bev Glam 5 oz**  
*passion fruit, delicate red berries, and white peach*

## CRAFT CALIFORNIA CANNED BEER (G&G)

- Almanac "Fruit Punch Sournova" Barrel-Aged Sour** 13  
*Alameda, CA (16oz)*
- HenHouse "Stoked!" American Pale Ale** . . . . . 14  
*Santa Rosa, CA (16oz)*
- Newtopia "Bludacris" Blueberry/ Meyer Lemon Cider** . . . . . 14  
*San Diego, CA*
- North Coast "Red Seal" American Amber Ale** . . . . . 8  
*Fort Bragg, CA*
- Paperback "Satan Wears Pajamas" American Red Ale** . 14  
*Glendale, CA (16oz)*
- Paperback "Under Pressure" American Pale Ale** . . . . . 14  
*Glendale, CA (16oz)*
- Topa Topa "Chief Peak" IPA** . 9  
*Ventura, CA (12oz)*

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## BEVERAGES

### Cocktails

<b>Black Market Bloody</b> . . . . .	<b>16</b>
<i>mary (vodka), maria (tequila), lawrence (corn whiskey), hell (london gin), michelada (beer)</i>	
<b>Red Hot And Bothered (2011)</b> . . . . .	<b>15</b>
<i>jalapeno-infused vodka, strawberry, blood orange, agave, ginger beer</i>	
<b>Vámonos Rapido (2013)</b> . . . . .	<b>14</b>
<i>tequila, lime, cucumber, salt</i>	
<b>Painkiller (1971)</b> . . . . .	<b>16</b>
<i>aged rum, pineapple, orange, coconut cream</i>	
<b>Fade To Black (2013)</b> . . . . .	<b>16</b>
<i>overproof bourbon, canne syrup, walnut bitters</i>	
<b>Cameron's Kick (1930)</b> . . . . .	<b>16</b>
<i>teeling's irish whiskey, scotch, lemon, orgeat (contains almonds)</i>	
<b>Sierra Norte (2013)</b> . . . . .	<b>16</b>
<i>mezcal, lemon, pineapple, aperol</i>	

### Wines

#### SPARKLING

<b>NV Chardonnay (bubbles), Mumm "Brut Prestige"</b>	<b>15 / 56</b>
<i>Napa Valley, CA</i>	
<b>NV Opolo Sparkling</b> . . . . .	<b>15 / 56</b>
<i>Paso Robles</i>	

#### ROSÉ AND ORANGE

<b>2023 Cambria Rose of Pinot Noir</b> . . . . .	<b>15 / 56</b>
<i>Julia's Vineyard</i>	
<b>2023 Saracina Rose of Pinot Noir</b> . . . . .	<b>15 / 56</b>
<i>Mendocino County</i>	
<b>2022 Gewürztraminer (skin-contact), Union Sacre</b>	<b>14 / 52</b>
<i>Monterey, CA</i>	

#### WHITE

<b>2022 Arneis blend, Idlewild Winery "The Bee"</b>	<b>14 / 52</b>
<i>North Coast, CA</i>	
<b>2023 Matanzas Creek Chenin Blanc</b> . . . . .	<b>14 / 52</b>
<i>California</i>	
<b>2022 Sauvignon Blanc, Jax Vineyards "Y3"</b>	<b>15 / 56</b>
<i>Napa Valley, CA</i>	
<b>2021 Chardonnay, Alfaro Family "A"</b> . . . . .	<b>16 / 6</b>
<i>Santa Cruz Mountains, CA</i>	
<b>2023 La Crema Pinot Gris</b> . . . . .	<b>14 / 52</b>
<i>Monterey, CA</i>	

#### RED

<b>2021 Dolcetto d'Alba, Manzone "Le Ciliegie"</b>	<b>15 / 56</b>
<i>Piemonte, Italy</i>	
<b>2022 Pinot Noir, Valravv, Sonoma County</b>	<b>16 / 60</b>
<i>California</i>	
<b>2021 Grenache blend, R.A.S. (Rouge a Siroter)</b>	<b>16 / 60</b>
<i>Languedoc, France</i>	
<b>2021 Cabernet Sauvignon, Sean Minor</b> . . . . .	<b>18 / 68</b>
<i>North Coast, California</i>	
<b>2021 Kendall Jackson Merlot</b> . . . . .	<b>14 / 52</b>
<i>Sonoma County</i>	
<b>2021 Saracina "Soul of Mendocino" Red Blend</b>	<b>15 / 56</b>
<i>Mendocino</i>	



### Beer

<b>Pizza Port Chronic Amber</b> . . . . .	<b>10</b>
<b>Bad Hombre</b> . . . . .	<b>10</b>
<i>Los Angeles, CA</i>	
<b>Creature Comforts, Dtla IPA</b> . . . . .	<b>10</b>
<i>Los Angeles, CA</i>	
<b>Skyduster Super Dry</b> . . . . .	<b>10</b>
<i>Los Angeles, CA</i>	
<b>Stone IPA</b> . . . . .	<b>10</b>
<i>Escondido, CA</i>	
<b>Stone Hazy IPA</b> . . . . .	<b>10</b>
<i>Escondido, CA</i>	

**Bottled Beer 12 oz**  
6.55 – 7.65

<b>DOMESTIC</b> <i>Budweiser</i> <i>Bud Light</i> <i>Michelob Ultra</i> <i>Coors Light</i>	<b>IMPORTED</b> <i>Dos Equis Lager</i> <i>Corona Light</i> <i>Modelo Especial</i>
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### Non-Alcoholic Beverages

<b>Drip Coffee</b> . . . . .	<b>5</b>
<b>Fountain Soda</b> . . . . .	<b>5</b>
<b>Coca Cola (Mexico)</b> . . . . .	<b>6</b>
<b>Fresh Apple Juice</b> . . . . .	<b>5</b>
<b>Fresh Cranberry Juice</b> . . . . .	<b>5</b>
<b>Fresh Orange Juice</b> . . . . .	<b>6</b>
<b>Bottled Flat Water</b> . . . . .	<b>9</b>
<b>Bottled Sparkling Water</b> . . . . .	<b>9</b>
<b>Mocktails</b> . . . . .	<b>9</b>
<b>Assorted Bottled Soda</b> . . . . .	<b>5</b>
<b>Red Bull, Sugar Free</b> . . . . .	<b>6</b>
<b>Manhattan Orange Soda</b> . . . . .	<b>6</b>
<b>Dry Cucumber Soda</b> . . . . .	<b>6</b>
<b>Borgnine's Coffee Soda</b> . . . . .	<b>6</b>
<b>Ginger Beer</b> . . . . .	<b>6</b>

### Multi-Tiered Premium Liquor Program

<b>1.5 oz liquor pour</b> . . . . .	<b>9 - 14</b>
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(V) Vegetarian (VG) Vegan (GF) Gluten-Free (DF) Dairy-Free  
Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.





September 9, 2024

Natalie Greene  
Sr. Director, Brands & Concepts  
SSP America, Inc.  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

Re: Letter of Authorization

Dear Natalie,

Please accept this letter confirming our authorization that SSP America, Inc. ("SSP") has the rights to include Black Market Liquor Bar restaurants' trademarks, logos and products in the proposal of SSP to the lessor at the Hollywood Burbank Airport ("the Airport") regarding opportunities for development and operations of food and beverage concessions at the Airport.

With this letter, Black Market Liquor Bar grants SSP the rights to operate Black Market Liquor Bar at the Airport as proposed for the duration of the Food Service and Retail Concessions at the Hollywood Burbank Airport to be awarded.

This letter will remain in effect for one year following the date written above, and may be extended by mutual written agreement of the parties.

Sincerely,

Black Market Liquor Bar

A handwritten signature in blue ink, appearing to read "Mazio R. Guddemi".

Name: Mazio R. Guddemi  
Title: mgjr manager

## OLIVE & THYME

UNIT NO. D01 – FAST CASUAL WITH BAR

A Gourmet Cafe and Marketplace

olive & thyme

www.oliveandthyme.com

A culinary journey  
of love and  
community.

## Unique Attributes

- Beautiful and iconic, Burbank mainstay serving elevated, modern American favorites.
- Female-owned and operated by Burbank resident Melina Davies.
- The abundantly loved and laurelled Olive & Thyme welcomes all passenger demographics as an upscale, fast-casual restaurant and bar with a wide-ranging menu that meets all day parts, price points, and dietary preferences.

*“I’ll have  
what she’s  
having.”*

*- When Harry Met Sally*

## Brand Story

Olive & Thyme started in 2011 as a small restaurant born out of Melina Davies’ love for food and togetherness. It was a small open kitchen in Toluca Lake and a giant leap of faith for Melina. You could say the odds were against her: Melina, a movie producer, had no experience in the restaurant world—and this was LA, the land of thousands of eateries, wine bars, and bistros. But what Melina had was a cadence in the kitchen. After a fourteen-hour day on set, she’d relish getting home to cook a meal for her family and friends. After a little soul-searching and huge encouragement from her husband, Christian, Melina opened her first restaurant.

In those early days, you would often see Melina in the kitchen at the expo line while her newborn daughter sat sleeping through lunch at the high-top counter. The restaurant was warm, vibrant, and always busy. Melina and her team whipped up dishes that were local, seasonal, and delicious. They spent time with each customer, introducing them to some of the most amazing, delectable treats from local vendors—and guiding them through a new culinary experience. People came—over and over again, and would tell their friends, and the buzz continued to grow.

Olive & Thyme grew to be a destination. It’s where families gather over Melina’s coveted salads, co-workers grab Spicy Chicken sandwiches or Lemon Bars to go, and friends can meet for glasses of sparkling rosé. It’s where the curious go to seek Melina’s latest finds, from global tableware to cookbooks to curated spices, all artfully stocked and for sale throughout the space. Ultimately, it’s a destination for being in good company.





## Meet the Brand

*Olive & Thyme was created out of my love for food and togetherness. When we first opened, we were a small open kitchen in Toluca Lake. We have now grown into a destination and a cornerstone of the community. We prioritize quality with fresh, natural, and locally sourced ingredients. We work closely with local farmers to thoughtfully select each ingredient to perfect our dishes. Whether one craves something savory or sweet, light or indulgent, every bite ensures a memorable experience. As travelers navigate the stresses of their journey and make decisions for their next airport meal, we aim to bring them a sense of home with the taste of a local favorite at Burbank airport."*

- Melina Davies, Founder & Owner



## Rationale for selection

CREATE A POSITIVE CUSTOMER EXPERIENCE THAT IS REFLECTIVE OF THE BURBANK, GLENDALE, PASADENA REGION

True local brand serving elevated, scratch-made plates made from premium, local ingredients. Handcrafted, made-to-order fast-casual meals with an extensive bar program as well as grab and go, and meals made to go options. Optimized for the airside environment in this high traffic, airside location. Unique San Fernando Valley culinary experience. Family owned and operated by Melina Davies.

OFFER A VARIETY OF BRANDS AND CONCEPTS WITH BROAD CUSTOMER APPEAL

Appeal to all global travelers and Airport users serving elevated American cuisine. Menu meets all price points and dietary preferences. Cutting-edge, built for speed service.

OPTIMIZE FINANCIAL RETURNS TO THE AUTHORITY

Fast casual restaurant and bar with an approachable menu. Optimized for the airside environment. Concept will work day and night for all traveler's needs, whether that's a morning coffee or evening cocktail at the bar, a full meal, or a freshly prepared meal to go. Concept optimized for airside environment; built for speed product selection and service.

ENHANCE OPPORTUNITIES FOR PARTICIPATION BY LOCAL, SMALL, AND DISADVANTAGED BUSINESSES

Olive & Thyme is a locally owned and operated business. Olive & Thyme will operate as a Licensed Partnership Agreement between SSP America, BUR LLC & Olive & Thyme. A unique and committed partnership that goes beyond a standard licensed arrangement. Owner Melina Davies will be involved in the ongoing management of the airside location, including every detail of sourcing, operation, quality control, recruitment, and staffing. Olive & Thyme will ensure a positive impact on the guest experience, quality, and commercial success of the restaurant, as results will tie directly back to their own commercial result of this truly unique local experience.

### **Specific concept descriptions & how they would be incorporated into the Airport program.**

At Olive and Thyme, the philosophy is straightforward: prioritize quality with fresh, natural, and locally sourced ingredients. Each recipe is meticulously crafted from diverse experiences, drawing inspiration from revered family traditions and influential figures. The menu highlights everyday classics, anchored in three fundamental principles: seasonality, freshness, and comfort. Working closely with local farmers, the brand thoughtfully selects organic ingredients and dedicates considerable effort to perfecting each dish. Whether one craves something savory or sweet, light or indulgent, every bite ensures a memorable experience.

For BUR's Unit No. D01 location, Olive & Thyme brings a locally loved Burbank mainstay. Serving as a fast casual restaurant and bar, Olive & Thyme will offer a wide range of breakfast, lunch, and dinner options, including best-selling fried egg Brioche Sandwiches, Quiche of the Day, and housemade Granola throughout the breakfast service, as well as handcrafted Smash Burgers, Roasted Salmon, Penne with housemade Fennel Sausage, and Mary's Fried Chicken; Miso Salmon and Vegan Bowls, housemade soups, salads, sandwiches, a wide variety of sides and shared small plates. All menu items are made-to-order. Sweet endings deliver Triple Layer Chocolate Cake and New York Cheesecake.

From the bar, guests will find a substantial selection of premium California craft beers, top-shelf spirits, an extensive wine list of California varietals, and handcrafted cocktails. An extensive, barista-serviced espresso coffee offer with a dedicated breakfast express service, as well as teas, juices, waters, and soft drinks, will also be available. For travelers on the go, a menu of freshly-prepared as well as pre-packaged food will be available to go from the integrated quick-service counter.



**Describe the analysis conducted to determine the concepts, brands, merchandise, menus, and product lines incorporated in the Proposal.**

As its business model, SSP America conducts unprecedented consumer research in the Airport environment throughout the United States and the world, spanning 18k customers across 25 markets, collecting c. 3 million data points to determine diner preferences. Understanding our customers' mindsets helps to tailor a relevant restaurant portfolio, with food offerings and service/speed considerations that meet the future traveler's needs. We can deliver better insight to our airport partners with a clearer rationale for recommending brand choices, and we can inform our airport partners of the latest F&B trends in travel based on changing customer attitudes.

SSP America has carefully evaluated each of its proposed restaurants in a high revenue-generating mix that emphasizes the highest customer satisfaction ratings as well as widespread acclaim for its unique, locally-focused cuisine. This ensures that a Hollywood Burbank Airport meal is an actual destination experience, celebrating the San Fernando Valley and making flights in and out of the Airport memorable and extremely pleasing.

With an innovative, community-connected operation such as Olive & Thyme, BUR has an exciting opportunity to not only increase function and ease of dining for hurried passengers but also redefine and refresh the excitement around travel. A meal at Olive & Thyme-BUR brings a true taste of the region, great diversity, and honest enjoyment to wait time in the Airport. And let's be honest – how can anyone not smile when tucking into a juicy piece of Mary's crispy, golden fried chicken, a three-cheese Grilled Cheese sandwich, or a big healthy Chopped Kale Salad bowl? This is SoCal destination dining. Defined.



## Awards and Accolades

- *"With unfussy preparations and an emphasis on fresh ingredients, all of in time offers everything from quiche to lasagna with finesse—all served in a bright, airy space filled with warm blonde wood tables, sleek countertops, and silver stools."* – Ventura Blvd
- *"Melina Davies turned what was to be a simple cafe into an LA institution. Accessible, thoughtful, and delicious..."* Vinny Dotolo, James Beard Award-winning chef and restaurateur
- *"A simple, heartfelt, delicious plate of life and connection."* – Della Gossett, executive pastry chef, Spago
- *"...finally a great place to hang out on a late Sunday morning in Burbank."* – Eater
- *"Clean. Elegant. Delicious."* – Keanu Reeves, actor, publisher, and author





# olive & thyme®



Olive & Thyme is committed to supporting local, organic, and sustainable farming practices. We proudly serve Mary's free-range chicken and our eggs are free-range and cage-free



## Breakfast

served until 10:30am

substitute egg whites on any dish for +4.00, menu items with bread or toast available gluten-free for +2.00

**EGGS YOUR WAY** . . . . . 19.00  
free-range eggs, applewood-smoked bacon, sourdough toast, butter, house-made preserves

**BRIOCHE SANDWICH** . . . . . 18.50  
two fried free-range eggs, applewood-smoked bacon, heirloom tomatoes, sharp cheddar, garlic aioli, toasted buttery brioche, served with an arugula salad  
add avocado for 3.50

**POACHED EGG TOAST (V)** . . . . . 18.00  
two poached free-range eggs, sliced avocado, chili flakes, grilled sourdough, served with a parmesan arugula salad

**SPINACH AND MUSHROOM OMELETTE (V,GF)** . . . . . 19.00  
free-range eggs, spinach, mushrooms, goat cheese, served with a parmesan arugula side salad

**BREAKFAST BURRITO** . . . . . 18.50  
free-range scrambled eggs, applewood-smoked bacon, yellow cheddar, crispy potatoes, avocado, served with a spicy green salsa

**VEGAN BREAKFAST BURRITO (VG, V, GF, LF)** . . . . . 19.00  
tofu scramble, vegan cheese, bell pepper, onion, avocado, potato, vegan harissa mayo, in a vegan flour tortilla

**QUICHE OF THE DAY** . . . . . 17.50  
served with a parmesan arugula side salad

**PANCAKES (V)** . . . . . 17.50  
fresh strawberries, strawberry whipped cream, powdered sugar

**GRANOLA (V, GF, PK)** . . . . . 13.50  
house-made granola, greek yogurt, fresh fruit  
add seasonal fruit +5.75, sub almond milk or soy milk +2.30

**OATMEAL (V)** . . . . . 14.50  
dried cherries, brown sugar, steamed milk  
add sliced almonds for +1.50  
sub almond milk or soy milk +2.00

**ESPRESSO BAR**  
*all espresso drinks are made with a double shot of intelligentsia black cat espresso*

ESPRESSO . . . . .	4.50
AMERICANO . . . . .	4.50
MACCHIATO . . . . .	5.00
GIBRALTAR . . . . .	5.00
COLD BREW . . . . .	5.75
CAPPUCCINO . . . . .	5.75
LATTE . . . . .	5.75
VANILLA LATTE . . . . .	6.25
MOCHA LATTE . . . . .	6.25
CHAI TEA LATTE . . . . .	5.75
DIRTY CHAI LATTE . . . . .	6.75
MATCHA LATTE . . . . .	6.75
ICED MATCHA BLAST . . . . .	6.75
TEA LATTE . . . . .	6.75
HOT TEA . . . . .	4.00
HOT CHOCOLATE . . . . .	5.00

## Sides

**APPLEWOOD-SMOKED BACON (GF)** . . . . . 5.50  
**PORK SAUSAGE** . . . . . 5.50  
**SIDE AVOCADO (V, VG, GF, DF)** . . . . . 4.00  
**SIDE FRUIT (V, VG, GF, DF)** . . . . . 5.00  
**BAGUETTE TOAST, BUTTER AND PRESERVES (V)** . . . . . 5.00

(V) Vegetarian (VG) Vegan (GF) Gluten-Free (LF) Lactose-Free (DF) Dairy-Free (PK) Available Pre-Packaged  
Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.

# olive & thyme®

## Lunch And Sandwiches

available on gluten-free bun or bread +2.00

**SMASH BURGER** . . . . . 24.00  
lettuce, double smashed patty, house-made sauce, tomatoes, red onions, yellow cheddar on a grilled potato bun, served with fries

**SPICY CHICKEN** . . . . . 19.00  
mary's free-range chicken, spicy harissa mayonnaise, havarti, avocado, red onion, cilantro, panini-pressed ciabatta

**TUNA SALAD (PK)** . . . . . 17.00  
tuna salad, romaine lettuce, tomatoes, red onions, mayonnaise, grilled seven-grain bread

**GRILLED CHEESE (V)** . . . . . 16.00  
gruyère, fontina, white cheddar, panini-pressed sourdough  
add heirloom tomatoes, bacon, or mary's free-range chicken +6.00

**ROASTED TURKEY SANDWICH** . . . . . 19.00  
turkey, sun-dried tomatoes, avocado, havarti, pesto mayonnaise, pressed ciabatta

**B.A.T.** . . . . . 19.00  
applewood-smoked bacon, avocado, heirloom tomatoes, mayonnaise, grilled sourdough  
add mary's free-range chicken or sliced turkey +6.00

**RAW VEGETABLE SANDWICH (VG, V, PK)** . . . . . 17.00  
butter lettuce, sliced cucumber, red and yellow pepper, pickled onion, carrot, watermelon reddish, brussel sprouts leaves, olive oil, mayo, salt and pepper, on grilled seven-grain bread

## Rice Bowls

**SANTA FE BOWL** . . . . . 19.00  
mary's free-range chicken, cilantro rice, black beans, fresh corn, house-made avocado pico de gallo, hand-cut tortillas, creamy cilantro dressing on the side

**VEGAN BOWL (VG, V, GF, LF)** . . . . . 16.00  
brown rice, roasted carrots and peppers, charred broccoli and cabbage, pickled ginger, ginger sesame dressing on the side

**MISO SALMON BOWL** . . . . . 20.00  
grilled salmon, white rice, pickled red onions, finely chopped kale, pickled daikon, carrots, edamame, miso dressing on the side

## Salads And Soups

**CHOPPED KALE SALAD (V, GF, PK)** . . . . . 18.00  
kale, radicchio, cannellini beans, pistachios, avocado, parmesan, cucumbers, tossed in a champagne vinaigrette  
add mary's free-range chicken or tuna +6.00

**CAESAR SALAD (V, PK)** . . . . . 18.00  
romaine, parmesan, hand-torn croitons, tossed in a caesar dressing  
add mary's free-range chicken or tuna +6.00

**CRISPY CHINESE CHICKEN SALAD** . . . . . 18.00  
romaine, red and green cabbage, mary's free-range chicken, carrots, scallions, cilantro, fried wontons, tossed in a creamy peanut dressing

**SOUP OF THE DAY** . . . . . 11.00

**VEGAN SOUP OF THE DAY (V)(VG)(LF)** . . . . . 11.00

## Shared Plates

**SPINACH AND ARTICHOKE DIP (V)** . . . . . 15.00  
with parmesan cheese and crostini

**DEVILED EGGS (GF)** . . . . . 15.00  
with candied bacon and jalapeño

**HUMMUS FLIGHT (VG, V, LF)** . . . . . 16.00  
grilled pita bread with hummus, english pea hummus, and roasted pepper hummus

**ROASTED BRUSSELS SPROUTS AND BURRATA (V)** . . . . . 17.25  
parmesan Reggiano and breadcrumbs

**CHEESE AND CHARCUTERIE PLATE** . . . . . 28.00  
with accompaniments

**Sides**

<b>BROCCOLINI WITH GARLIC AND CHILI FLAKE (V)</b> . . . . .	11.00
<b>ROASTED BRUSSELS SPROUTS (V, GF)</b> . . . . .	11.00
<b>FRENCH FRIES (V)</b> . . . . .	11.00
<b>TATER TOTS (V)</b> . . . . .	11.00

(V) Vegetarian (VG) Vegan (GF) Gluten-Free (LF) Lactose-Free (DF) Dairy-Free (PK) Available Pre-Packaged  
Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.



# olive & thyme®

## Entrees

- ROASTED MARY'S CHICKEN BREAST (GF) . 28.00  
roasted chicken breast served with a parmesan arugula salad,  
french fries, garlic aioli
- BUCATINI . . . . . 22.00  
with ragu bolognese
- PENNE AND HOUSEMADE FENNEL  
SAUSAGE (vegetarian available) . . . . . 22.00  
creamy white wine sauce, chili flakes, parmesan
- ROASTED SALMON WITH  
CORN SUCCOTASH . . . . . 25.00  
salmon, cherry tomatoes, roasted corn, red and yellow bell  
peppers served with basmati rice
- MARY'S FRIED CHICKEN . . . . . 25.00  
fried mary's free-range chicken, french fries and broccoli

## Desserts

- TRIPLE LAYER CHOCOLATE CAKE (V) . . . . . 9.00
- NEW YORK CHEESECAKE (V) . . . . . 8.00

## Refreshments

- ICED TEA - BLACK, GREEN, MANGO . . . . . 4.50
- HOUSE-MADE LEMONADE . . . . . 4.50
- ARNOLD PALMER . . . . . 4.50
- ORANGE JUICE . . . . . 5.75
- APPLE JUICE . . . . . 5.75
- CRANBERRY JUICE . . . . . 5.75
- LITTLE WEST COLD PRESSED JUICES . . . . . 9.00
- ASSORTED LARGE FOUNTAIN  
SOFT DRINKS . . . . . 4.75
- 20 oz BOTTLED WATER . . . . . 5.00
- 20 oz SPARKLING WATER . . . . . 5.00

## Grab And Go

*Pastries are from Cake Monkey*

- BLUEBERRY MUFFIN (V) . . . . . 6.00
- BUTTER CROISSANT (V) . . . . . 6.50
- NUTELLA CROISSANT (V) . . . . . 6.50
- CINNADOODLE (V) . . . . . 6.00
- GLUTEN-FREE BANANA  
CHOCOLATE LOAF (V, GF) . . . . . 6.50
- LEMON BAR (V) . . . . . 6.00
- FRESH FRUIT AND BERRIES (VG, V, GF, LF) . . . . . 8.50
- RIGHT START YOGURT PARFAIT (V, GF) . . . . . 12.50
- CHICKEN CEASAR WRAP . . . . . 19.50
- TUNA SALAD SANDWICH . . . . . 17.00
- HUMMUS W/ PITA (V) . . . . . 6.75
- CHOPPED KALE SALAD (V) . . . . . 18.00
- CAESAR SALAD (V) . . . . . 18.00
- CRISPY CHINESE CHICKEN SALAD . . . . . 18.00

## Kids' Menu

- BREAKFAST**
- KIDS' EGGS YOUR WAY . . . . . 14.00  
egg, breakfast potatoes and choice of meat
- KIDS' PANCAKES (V) . . . . . 13.00  
whipped cream, powdered sugar
- LUNCH AND DINNER**
- PENNE PASTA WITH BUTTER (V) . . . . . 12.00  
add chicken +4.00
- KIDS' CHEESEBURGER  
SERVED WITH FRIES . . . . . 15.00
- KIDS' GRILLED CHEESE  
SERVED WITH FRIES (V) . . . . . 13.00

(V) Vegetarian (VG) Vegan (GF) Gluten-Free (LF) Lactose-Free (DF) Dairy-Free (PK) Available Pre-Packaged  
Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.

# olive & thyme®

## Cocktails

*1.5 oz liquor pours*

- MIMOSA . . . . . 14.00  
sparkling wine with fresh squeezed orange juice
- CHILIES AND PEPPERS MARY . . . . . 16.50  
wheatley vodka, demitri's® all natural chilies and peppers  
mix, worcestershire, lemon juice, celery seed and horseradish
- HABANERO CHIPOTLE MARY . . . . . 16.50  
ketel one vodka, demitri's® all natural chipotle-habanero  
mix with puréed chipotle peppers and habanero chilies for  
serious heat!
- PINEAPPLE MINT MIMOSA . . . . . 13.50  
sparkling wine and pineapple juice, garnished with mint
- DON JULIO MARGARITA . . . . . 19.50  
don julio blanco tequila, lime sour, triple sec and a splash of  
orange juice
- CRANBERRY MULE . . . . . 16.50  
tito's handmade vodka, cranberry juice, ginger and lime,  
topped with soda water
- COSMO KISSES . . . . . 16.50  
wheatley vodka, st-germain elderflower liqueur and lime  
and cranberry juices, topped with sparkling wine
- MEZCAL MANHATTAN . . . . . 19.50  
bossal joven mezcal, casamigos añejo tequila and antica  
formula sweet vermouth with a dash of orange and  
angostura bitters
- BUFFALO TRACE OLD FASHIONED . . . . . 18.50  
buffalo trace bourbon, simple syrup and angostura bitters
- LA PALOMA . . . . . 16.50  
tres agaves organic 100% de agave blanco tequila,  
grapefruit juice, ginger syrup and dub soda
- ESPRESSO MARTINI . . . . . 16.50  
tito's handmade vodka and caffè borghetti espresso liqueur,  
garnished with espresso beans

## Draft Craft Beer

- PINT**
- Seismic Tremor Lager . . . . . 12.00
- Cali Squeeze Blood Orange
- Hefeweizen . . . . . 11.00
- Firestone 805 Blonde Ale . . . . . 10.00
- Stone Delicious IPA . . . . . 11.00

## Canned And Bottled Beer

*12 oz*

- DOMESTIC**
- Budweiser . . . . . 8.00
- Bud Light . . . . . 8.00
- Miller Light . . . . . 8.00
- Miller Genuine Draft . . . . . 8.00
- Michelob Ultra . . . . . 8.00
- Coors Light . . . . . 8.00
- IMPORTED**
- Dos Equis Lager . . . . . 10.00
- Tecate . . . . . 9.00
- Corona Light . . . . . 9.00
- Modelo Especial . . . . . 10.00

## Wine

6 oz 9 oz Bottle

- SPARKLING**
- Benvolio Prosecco, Prosecco, ITALY . . . . . 15.00 . . 24.00 . . 60.00
- WHITES**
- Growth Sauvignon Blanc, Napa, CA . . . . . 14.00 . . 22.00 . . 59.00
- Kings Estate Pinot Gris, Willametta, CA . . . . . 13.00 . . 20.00 . . 55.00
- Farmhouse White Blend, Sonoma, CA . . . . . 11.00 . . 17.00 . . 41.00
- Kendall-Jackson Vintner's Reserve Chardonnay, California . . . . . 14.00 . . 23.00 . . 58.00
- J. Lohr Arroyo Vista Chardonnay, Monterey, CA . . . . . 15.00 . . 24.00 . . 62.00
- REDS**
- Hitching Post Pinot Noir "Hometown", Central Coast, CA . . . . . 14.00 . . 22.00 . . 59.00
- Cline Seven Ranchlands Pinot Noir, Sonoma, CA . . . . . 13.00 . . 21.00 . . 54.00
- Zaca Mesa Estate Syrah, Santa Ynes Valley, CA . . . . . 13.00 . . 21.00 . . 54.00
- Frei Brothers Merlot Dry Creek Reserve, Sonoma, CA . . . . . 13.00 . . 19.00 . . 52.00
- Educated Guess Napa Reserve Red Blend, Napa Valley, CA . . . . . 14.00 . . 23.00 . . 58.00
- Postmark Cabernet, Paso Robles, CA . . . . . 15.00 . . 24.00 . . 62.00
- Decoy Limited Cabernet Sauvignon, St. Helena, CA . . . . . 16.00 . . 24.00 . . 64.00
- Tooth & Nail Squad Series . . . . . 14.00 . . 24.00 . . 58.00

Multi-Tiered Premium Liquor Program  
1.5 oz liquor pour . . . 9.00 - 14.00

(V) Vegetarian (VG) Vegan (GF) Gluten-Free (LF) Lactose-Free (DF) Dairy-Free (PK) Available Pre-Packaged  
Pricing is 2024 pricing. Final menu and prices to be determined prior to restaurant opening.



**September 3, 2024**

Natalie Greene  
Sr. Director, Brands & Concepts  
SSP America, Inc.  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

Re: Letter of Authorization

Dear Natalie,

Please accept this letter confirming our authorization that SSP America, Inc. ("SSP") has the rights to include Olive & Thyme restaurants' trademarks, logos and products in the proposal of SSP to the lessor at the Hollywood Burbank Airport ("the Airport") regarding opportunities for development and operations of food and beverage concessions at the Airport.

With this letter, Olive & Thyme grants SSP the rights to operate Olive & Thyme at the Airport as proposed for the duration of the Food Service and Retail Concessions at the Hollywood Burbank Airport to be awarded.

This letter will remain in effect for one year following the date written above, and may be extended by mutual written agreement of the parties.

Sincerely,

Olive & Thyme

Name: *Melina Davies*  
Title: *President*

**SSP America, Inc.**

**Exhibit D: Form of Subconcession Addendum**

Date: \_\_\_\_\_

To: Burbank-Glendale-Pasadena Airport Authority (the “Authority”)

Re: Concession Agreement dated \_\_\_\_\_, 20\_\_ (“Concession Agreement, between the Authority and [Concessionaire name] (“Concessionaire”), and [Title of Subconcession Agreement], dated, \_\_\_\_\_, 20\_\_ (“Subconcession Contract”), between Concessionaire and [Subconcessionaire name] (“Subconcessionaire”)

With reference to the Concession Agreement and Subconcession Contract, Concessionaire and Subconcessionaire agree (and represent and warrant to the Authority) that:

1. The Subconcession Contract is, and at all times shall be carry out in manners consistent with the Concessionaire Agreement.
2. To the extent there are any inconsistencies between the Concession Agreement and the Subconcession Contract, the Subconcession Contract shall be deemed amended to be consistent with the Concessionaire Agreement.

[CONCESSIONAIRE SIGNATURE BLOCK]

[SUBCONCESSIONAIRE SIGNATURE BLOCK]



**Exhibit E: Form of Monthly Rent Report**

(see attached.)

**Exhibit F: Minimum Initial Capital Investment**

(COMPLETED IN ACCORDANCE WITH PROPOSED AMOUNTS AND UPDATE WITH AUDITED AMOUNTS BASED ON AS-BUILTS)

<b>Unit Number</b>	<b>Concept Name</b>	<b>Minimum Initial Capital Investment</b>	<b>Initial Capital Investment Amount Audited by Authority*</b>
A01	Tony's Italian Deli	\$828,143	
B02	Society Kitchen	\$3,352,381	
B04	HomeState	\$2,514,286	
C01	Beachwood Café	\$3,771,429	
C07	Dog Haus Biergarten	\$1,259,762	
C08	The Red Chickz	\$1,301,981	
C09	Sotta	\$1,202,562	
C10	Greenlight Bar and Bites	\$911,429	
C11	Common Seating Area	\$490,757	
C12	Scopa Italian Market	\$2,095,238	
C13	Starbucks	\$1,385,100	
C16	Black Market Liquor Bar	\$2,274,014	
D01	Olive & Thyme	\$1,885,714	

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\*Audit to be finalized prior to October 2026

**Exhibit G: Midterm Refurbishment Schedule**

(COMPLETED IN ACCORDANCE WITH PROPOSED AMOUNTS AND UPDATE WITH AUDITED AMOUNTS BASED ON AS-BUILTS)

A minimum of 15% of the Initial Investment Amount shall be invested in the Leased Premises as the Midterm Reinvestment as follows:

Between the sixth and seventh full Fiscal Years after the Date of Beneficial Occupancy.

Such reinvestment shall be completed in accordance with the Concession Tenant Design and Construction Manual and include all refinishing, repairing, redecorating, repainting, and re-carpeting necessary to keep the Leased Premises in a condition acceptable to the Authority. At the request of the Authority, such reinvestment may be used for re-concepting.

Concessionaires shall submit plans and a schedule for the Midterm Reinvestment to the Authority for review and approval a minimum of 120 days prior to the midpoint of the sixth Fiscal Year after the Date of Beneficial Occupancy.

<b>Unit Number</b>	<b>Concept Name</b>	<b>Midterm Refurbishment</b>
A01	Tony's Italian Deli	\$124,221
B02	Society Kitchen	\$502,857
B04	HomeState	\$377,143
C01	Beachwood Café	\$565,714
C07	Dog Haus Biergarten	\$188,964
C08	The Red Chickz	\$195,297
C09	Sotta	\$180,384
C10	Greenlight Bar and Bites	\$136,714
C11	Common Seating Area	\$73,614
C12	Scopa Italian Market	\$314,286
C13	Starbucks	\$207,765
C16	Black Market Liquor Bar	\$341,102
D01	Olive & Thyme	\$282,857

**Exhibit H: Concessionaire Operations Standards Packet**

(TO BE ATTACHED BEFORE START OF CONCESSION PERIOD PURSUANT TO SECTION 10.25)



**Exhibit I: ACDBE Plan / Joint Venture Agreement (if applicable)**



## Enjoy Repeat, Inc.

1924 E. Maple Ave., Unit B  
El Segundo, CA 90245

**Firm status:** Corporation

**Race/gender of majority owner:** Black Male

**NAICS:** 722310, 722511, 722513

**Age of the firm:** 8 years

**Annual gross receipts of the firm over the last three years:**

2023: \$586,294

2022: \$880,503

2021: \$327,170

**Federal Tax Identification number:** 30-0963975

**Relevant experience and qualifications, including specific roles and responsibilities at airports:**

Greg Plummer is a seasoned Restaurateur, Entrepreneur, and Community Advocate and has been immersed in the airport restaurant industry since 2005. He serves on the Board of Directors for the Airport Minority Advisory Council (AMAC) Foundation and on the Board of the Airport Restaurant and Retail Association.

Greg is also a JV partner with SSP America at ONT Airport.

**Participant’s proposed level and method of participation in the performance of the Concession Agreement to be awarded.**

Greg Plummer will be a member of the joint venture management committee responsible for the front of house operations at Beachwood Café. Enjoy Repeat will also establish business performance goals for product offerings, marketing and sales strategy, operational plan, and inventory management. Detailed roles and responsibilities are included at the end of this tabbed section.

**Estimated dollar amount and percentage of gross receipts:** \$50,808,911                      9.4%



## Nicholas & Associates, LLC

7660 Beverly Blvd, Unit 167  
Los Angeles, CA 90036

**Firm status:** LLC

**Race/gender of majority owner:** Black Male

**NAICS:** 722211, 722213

**Age of the firm:** 17 years

**Annual gross receipts of the firm over the last three years:**

2023: \$17,622,661

2022: \$30,336,632

2021: \$39,355,763

**Federal Tax Identification number:** 14-2004867

**Relevant experience and qualifications, including specific roles and responsibilities at airports:**

Nick Buford founded Nicholas & Associates in 2009, operating airport food & beverage and retail concessions across the US. With over sixteen years’ experience in the hospitality airport concessions industry, Nick provides overall leadership to the organization by ensuring the mission and vision are implemented and

strategic goals are achieved. Nick's experience spans various facets of the industry including, but not limited to, management of day-to-day operations, business development, human resources, & procurement.

Nicholas & Associates currently operates in ATL, LAX, IAD, and DCA Airports.

**Participant's proposed level and method of participation in the performance of the Concession Agreement to be awarded.** Nick Buford Crews will be a member of the joint venture management committee responsible for the front of house operations at Society Kitchen. Nicholas & Associates will also establish business performance goals for product offerings, marketing and sales strategy, operational plan, and inventory management. Detailed roles and responsibilities are included at the end of this tabbed section.

**Estimated dollar amount and percentage of gross receipts:** \$50,808,911 9.4%



## Make Good Company, LLC

6033 W Century Blvd, Suite 950  
Los Angeles, CA 90045

**Firm status:** LLC

**Race/gender of majority owner:** Subcontinent Asian American Female

**NAICS:** 541611, 541614

**Age of the firm:** 6 years

**Annual gross receipts of the firm over the last three years:**

2023: \$501,061

2022: \$415,734

2021: \$476,740

**Federal Tax Identification number:** 83-1472207

**Relevant experience and qualifications, including specific roles and responsibilities at airports:**

Caitlin Bryant, Founder and CEO of Make Good Company started the company after 18+ years in the hospitality industry (airports, restaurants, and hotels). Make Good Company is a multifaceted solution-forward consulting firm specializing in the hospitality industry, including airport concessions and logistics. She has experience in concession planning, concession logistic and coordination overview, and was previously the General Manager for Westfield Airports at LAX overseeing concession program for 5 Terminals.

Caitlin is also a JV partner with SSP America at ONT Airport.

**Participant's proposed level and method of participation in the performance of the Concession Agreement to be awarded.**

Caitlin Bryant will be a member of the joint venture management committee responsible for the administrative and general management services, to enhance operational effectiveness and strategic planning. Make Good Company will also provide project management support, financial and business analysis, staffing services, and customer experience management. Detailed roles and responsibilities are included at the end of this tabbed section.

**Estimated dollar amount and percentage of gross receipts:** \$25,404,456 4.7%



## **Exhibit J: Worker Retention Policy**

### **I. PURPOSE**

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

### **II. DEFINITIONS**

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

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

### **III. TRANSITION EMPLOYMENT PERIOD**

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



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

#### IV. **EXEMPTIONS**

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

#### V. **RECORD KEEPING REQUIREMENTS**

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

#### VI. **COLLECTIVE BARGAINING AGREEMENTS**

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

## **Exhibit K: Federal Requirements**

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

### **1. General Civil Rights Provisions**

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

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

C. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

D. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

### **2. Civil Rights – Title VI Assurance**

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

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

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination

prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

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

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

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

### **3. ACDBE Regulations**

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



contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

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











# BUR concession agmt - ssp america\_01\_16\_2024\_RS

Final Audit Report

2025-01-17

Created:	2025-01-17
By:	Dottie Kennedy (dottie.kennedy@foodtravelexperts.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAm-CSIUWNn9Zu7HB9rwXVsab8L4N0InCA

## "BUR concession agmt - ssp america\_01\_16\_2024\_RS" History

-  Document created by Dottie Kennedy (dottie.kennedy@foodtravelexperts.com)  
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-  Document emailed to Patrick Murray (Patrick.Murray@foodtravelexperts.com) for signature  
2025-01-17 - 3:00:21 PM GMT
-  Document e-signed by Patrick Murray (Patrick.Murray@foodtravelexperts.com)  
Signature Date: 2025-01-17 - 3:02:31 PM GMT - Time Source: server- IP address: 98.118.249.229
-  Document emailed to George Mboya (George.Mboya@foodtravelexperts.com) for signature  
2025-01-17 - 3:02:49 PM GMT
-  Email sent to Andrea Kahn (andrea.kahn@foodtravelexperts.com) bounced and could not be delivered  
2025-01-17 - 3:03:20 PM GMT
-  Email sent to Dottie Kennedy (dottie.kennedy@foodtravelexperts.com) bounced and could not be delivered  
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-  Email sent to Scott Welding (Scott.Welding@foodtravelexperts.com) bounced and could not be delivered  
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2025-01-17 - 3:05:05 PM GMT
-  Email viewed by George Mboya (George.Mboya@foodtravelexperts.com)  
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-  Document e-signed by George Mboya (George.Mboya@foodtravelexperts.com)  
Signature Date: 2025-01-17 - 3:25:36 PM GMT - Time Source: server- IP address: 100.15.40.79

✔ Agreement completed.

2025-01-17 - 3:25:36 PM GMT

**CONCESSION AGREEMENT**  
**FOR**  
**HOLLYWOOD BURBANK AIRPORT**  
**BETWEEN**  
**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**  
**AND**  
**MRG BURBANK, LLC**



**KEY CONCESSION AGREEMENT TERMS**

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

Agreement Date:	February 3, 2025	
Authority:	<p>Burbank-Glendale-Pasadena Airport Authority</p> <p><i>before RPT Opening Date</i>                  2627 N. Hollywood Way                  Burbank, CA 91505                  Attn: <u>Scott Kimball</u></p> <p><i>after RPT Opening Date</i>                  2827 N. Hollywood Way                  Burbank, CA 91505                  Attn: <u>Scott Kimball</u></p>	
Concessionaire:	<p>MRG Burbank, LLC                  6600 Bermuda Road                  Las Vegas, NV 89119                  Attn: Roderick McOwan, CDO, <a href="mailto:Roderick.mcowan@whsmith.com">Roderick.mcowan@whsmith.com</a></p>	
Leased Premises:	United Location(s) depicted in Exhibit B	Exhibit B
Expiration Date:	Tenth anniversary of RPT Opening Date	Article 1
Concession Period:	RPT Opening Date to 11:59 p.m. on the Expiration Date or any earlier termination date	Section 3.3
Space Rent Commencement Date:	RPT Opening Date	Section 5.2
Space Rent:	<ul style="list-style-type: none"> <li>• First Partial Fiscal Year: Percentage Rent for such period</li> <li>• Each Fiscal Year: the greater of (i) MAG or (ii) Percentage Rent</li> <li>• Final Partial Fiscal Year: the greater of (i) prorated MAG or (ii) Percentage Rent</li> </ul>	Section 5.2
MAG	<ul style="list-style-type: none"> <li>• First Full Fiscal Year: \$1,050,000</li> <li>• Second full Fiscal Year and thereafter: the greater of                             <ul style="list-style-type: none"> <li>(i) MAG for the preceding Fiscal Year, or</li> <li>(ii) 85% of the following: (A) MAG for the preceding Fiscal Year, plus (B) the amount that the Percentage Rent exceeded MAG in the preceding Fiscal Year</li> </ul> </li> </ul>	Section 5.2

Percentage Rent:	Concession Type	Percentage of Gross Receipts	Section 5.2
	<b>Retail Locations – All Products</b>		
		20% of gross sales up to \$10,000,000.00	
		22% of gross sales between \$10,000,000.01 and \$15,000,000.00	
		25% of gross sales over \$15,000,000.01	
Space Rent Due Dates:	In advance. First payment on RPT Opening Date. Thereafter, on the first day of each month, in an amount equal to 1/12 of MAG, plus supplemental payment (if any) based on Percentage Rent by the fifteenth of each month.		Section 5.2
Due dates for monthly and annual reports relating to Space Rent:	<ul style="list-style-type: none"> <li>• Monthly Rent Report: fifteenth day after the close of each month</li> <li>• Annual Rent Report: 90 days after close of each Fiscal Year (or for the Final Partial Fiscal Year, 90 days following the Expiration Date)</li> </ul>		Section 5.2; Section 5.4
Additional Rent:	Concession Marketing Program fees, employee parking fees, utility charges, trash removal and recycling charges, pest control charges, logistics charges, and all other amounts (other than Space Rent) due under this Agreement		Section 5.3
Payment Method:	Automated Clearing House (ACH) or Electronic Fund Transfer (EFT) or other method designated by the Authority		Section 5.5
Performance Guarantee:	100% of MAG		Section 7.2
Minimum Initial Capital Investment:	\$9,791,159 Dollars		Section 18.3
Build-Out Deadline:	For each food service location, 120 days from the Turnover Date, but not later than 45 days prior to RPT Opening Date. For each retail location, 90 days from the Turnover Date, but not later than 45 days prior to RPT Opening Date.		Article 1, Section 18.4
Construction Delay Damages (for Initial Improvements):	\$1,000 per day		Section 12.3 Section 18.4
Midterm Refurbishment Amount:	15% of the actual amount spent on Initial Improvements, provided that in no event shall the Midterm Refurbishment investment amount be less than 15% of the Minimum Initial Capital Investment		Section 18.6
Midterm Deadline:	120 days before the fifth anniversary of RPT Opening Date		Section 18.5

Exhibits:	A – Terminal Building Layout Plan B – Leased Premises / Unit Locations C – Descriptions of Services and Goods, Menus, Franchises, Licenses, and Concepts (or Support Use) at Each Unit Location D – Form of Subconcession Addendum E – Form of Monthly Rent Report F – Minimum Initial Capital Investment G – Midterm Refurbishment Schedule H – Concessionaire Operations Standards Packet I – ACDBE Plan / Joint Venture Agreement J – Worker Retention Policy K – Federal Requirements	
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TABLE OF CONTENTS

PAGE NO.

<b>ARTICLE 1</b>	DEFINITIONS.....	1
<b>ARTICLE 2</b>	RIGHTS GRANTED .....	9
2.1	Nonexclusive Rights .....	9
2.2	Pre-Concession Period Rights.....	9
2.3	Concession Period Rights .....	10
2.4	Ingress and Egress.....	10
2.5	Franchises .....	10
2.6	Licensing Contracts .....	11
2.7	Subconcessionaires .....	12
<b>ARTICLE 3</b>	EFFECTIVE DATE.....	14
3.1	Effective Date .....	14
3.2	Pre-Concession Period .....	14
3.3	Concession Period.....	14
<b>ARTICLE 4</b>	LEASED PREMISES .....	14
4.1	Leased Premises.....	14
4.2	Acceptance of Leased Premises.....	14
4.3	No Warranty of Economic Viability.....	15
4.4	Back of House Area Use and Access.....	15
4.5	Minor Modifications .....	16
4.6	Authority Entry .....	16
<b>ARTICLE 5</b>	RENT .....	16
5.1	Obligation to Pay Rent.....	16
5.2	Space Rent .....	16
5.3	Additional Rent.....	18



TABLE OF CONTENTS (cont'd)

	PAGE NO.
5.4 Annual Rent Report and Reconciliation .....	19
5.5 Form of Payment.....	19
5.6 Place of Payment, Report, and Statement Submittal .....	20
5.7 Late Payment Fee.....	20
<b>ARTICLE 6 TAXES, ASSESSMENTS, AND CHARGES.....</b>	<b>20</b>
6.1 Taxes, Assessments and Other Charges.....	20
6.2 Contest of Tax or Charge .....	21
6.3 Payment by Authority .....	21
<b>ARTICLE 7 PERFORMANCE GUARANTEE.....</b>	<b>22</b>
7.1 Purpose.....	22
7.2 Delivery.....	22
7.3 Use .....	22
7.4 Release .....	23
<b>ARTICLE 8 ADDITIONAL REQUIREMENTS RELATING TO REPORTS.....</b>	<b>23</b>
8.1 Method of Report Submission .....	23
8.2 Late Reports/Documentation .....	24
8.3 ACDBE Participation Monthly Reports .....	24
<b>ARTICLE 9 RECORDKEEPING AND AUDITS.....</b>	<b>24</b>
9.1 Maintenance of Records .....	24
9.2 Concessionaire Internal Control System Requirements .....	25
9.3 Production of Records.....	25
9.4 Under and Over Reporting of Amounts Due .....	26
<b>ARTICLE 10 CONCESSIONAIRE OPERATING STANDARDS .....</b>	<b>26</b>
10.1 Authority's Right to Monitor Concessionaire Performance .....	26

## TABLE OF CONTENTS (cont'd)

	PAGE NO.
10.2 Remediation Plan .....	27
10.3 Replacement of Concept or Brand .....	27
10.4 Quality of Goods and Services .....	27
10.5 Merchandising/Menu/Advertising/Signage .....	28
10.6 Merchandising Standards .....	28
10.7 Franchise Standards/Branding .....	29
10.8 Pricing Policy, Price Surveys and Audits .....	29
10.9 Airport Employee Discount .....	30
10.10 Menu Standards for Unit Locations with Food and Beverage Services .....	30
10.11 Operating Hours .....	31
10.12 Reserved .....	32
10.13 Store Personnel and Employees .....	32
10.14 Delivery of Goods .....	33
10.15 Receiving Dock .....	33
10.16 Transporting Goods .....	34
10.17 Badging and Security Requirements .....	34
10.18 Point of Sale System .....	35
10.19 Payment Options .....	35
10.20 Customer Service Complaints .....	36
10.21 Health and Safety Standards .....	36
10.22 Sustainability .....	37
10.23 ACDBE .....	37
10.24 Concessionaire's Standards .....	37
10.25 Smoking Restrictions .....	38

TABLE OF CONTENTS (cont'd)

	PAGE NO.
10.26 Worker Retention Policy.....	38
<b>ARTICLE 11 MAINTENANCE</b> .....	<b>38</b>
11.1 General Responsibility to Maintain Leased Premises .....	38
11.2 Janitorial Service.....	39
11.3 Pest Control.....	39
11.4 Plumbing and Drain Maintenance Program.....	39
11.5 Grease Traps and Grease Interceptors .....	40
11.6 Kitchen Exhaust Hoods.....	40
11.7 Used Cooking Oil Collection and Disposal .....	40
11.8 Ansul Fire Suppression Systems.....	40
11.9 Water Use.....	40
11.10 Trash, Waste, and Refuse.....	40
11.11 Lighting.....	41
11.12 Electricity Meter .....	41
11.13 HVAC .....	41
11.14 Emergency Repairs .....	41
11.15 Routine Refurbishment .....	41
11.16 Maintenance Facility Personnel.....	42
11.17 Frequency Protection .....	42
11.18 Additional Requirements .....	42
11.19 Authority's Responsibility .....	43
<b>ARTICLE 12 LIQUIDATED DAMAGES FOR CONFORMANCE TO STANDARDS AND OTHER FAILURE TO PERFORM</b> .....	<b>43</b>
12.1 General.....	43
12.2 No Grace Period for Certain Violations.....	44

TABLE OF CONTENTS (cont'd)

	PAGE NO.
12.3 Liquidated Damages Amounts.....	44
12.4 Violations Subject to Liquidated Damages.....	44
<b>ARTICLE 13</b> DEFAULT EVENTS .....	<b>45</b>
13.1 Default Events.....	45
13.2 Remedies.....	46
13.3 Waiver by Concessionaire .....	48
13.4 Cumulative Remedies .....	48
13.5 Performance of Concessionaire’s Covenants by Authority .....	48
13.6 Excuse of Performance by Authority.....	48
13.7 Default by the Authority .....	49
<b>ARTICLE 14</b> DAMAGE AND DESTRUCTION.....	<b>49</b>
14.1 Destruction Covered by Insurance.....	49
14.2 Destruction Not Covered by Insurance.....	49
14.3 Authority’s Election to Terminate .....	50
14.4 Concessionaire’s Election to Terminate .....	50
14.5 Procedure for Repair or Restoration of Leased Premises .....	51
14.6 Other Requirements .....	51
14.7 Damage to Airport Facilities Other than Leased Premises.....	51
14.8 Waiver by Concessionaire .....	51
<b>ARTICLE 15</b> CONDEMNATION.....	<b>52</b>
15.1 Condemnation.....	52
15.2 Notice to Other Party .....	52
15.3 Termination on Total Condemnation.....	52
15.4 Termination on Partial Condemnation.....	52



TABLE OF CONTENTS (cont'd)

	PAGE NO.
15.5 Award.....	52
<b>ARTICLE 16</b> RELOCATION OF LEASED PREMISES .....	53
16.1 Performance .....	53
16.2 Authority Election to Terminate, Reduce or Relocate.....	53
16.3 Net Book Value of Leasehold Improvements.....	54
16.4 Concessionaire Election to Terminate .....	55
<b>ARTICLE 17</b> SURRENDER OF LEASED PREMISES .....	56
17.1 Surrender of Leased Premises upon Termination.....	56
17.2 Holdover after End of Concession Period .....	56
17.3 Holdover after Termination of a Portion of Leased Premises .....	57
<b>ARTICLE 18</b> REQUIRED CAPITAL INVESTMENT .....	58
18.1 General.....	58
18.2 CTDCM .....	58
18.3 Minimum Initial Capital Investment.....	58
18.4 Deadline to Complete Initial Improvements.....	59
18.5 Schedule for Midterm Refurbishment .....	59
18.6 Required Midterm Refurbishment Investment Amount .....	60
18.7 Required Investment Amount Calculation.....	60
18.8 Payment for Required Investment Amount Deficiency.....	60
18.9 Alterations.....	60
<b>ARTICLE 19</b> REQUIREMENTS FOR NEW LEASEHOLD IMPROVEMENTS GENERALLY .....	60
19.1 Review and Approval of Plans for New Leasehold Improvements .....	60
19.2 Conditions of Approval.....	61

TABLE OF CONTENTS (cont'd)

	PAGE NO.
19.3 Entitlements and Permits .....	61
19.4 Additional Requirements .....	61
19.5 Performance Bond and Payment Bond.....	61
19.6 Performance of Work.....	62
19.7 Payment for Work Performed.....	62
19.8 Concessionaire Agent for Construction Work.....	62
19.9 Authority Assumption of Approved Project .....	63
19.10 Certification and As-Built Drawings .....	63
19.11 Certified Capital Investment Report .....	64
19.12 No Liability of Authority .....	64
19.13 Ownership of Leasehold Improvements .....	64
19.14 Removal of Leasehold Improvements .....	65
<b>ARTICLE 20</b> DISCLAIMER OF LIENS.....	<b>65</b>
20.1 Creation of Lien Prohibited .....	65
20.2 Authority Right to Clear .....	66
20.3 No Consent by Authority .....	66
20.4 Survival.....	66
<b>ARTICLE 21</b> INSURANCE.....	<b>66</b>
21.1 General.....	66
21.2 Commercial General Liability .....	67
21.3 Liquor Liability.....	67
21.4 Commercial Automobile Liability .....	67
21.5 Workers' Compensation and Employer's Liability .....	67
21.6 Property Insurance .....	67

TABLE OF CONTENTS (cont'd)

	PAGE NO.
21.7 Business Interruption Insurance.....	67
21.8 Cyber Liability Insurance .....	68
21.9 Commercial Crime Insurance .....	68
21.10 Concessionaire’s Risk.....	68
21.11 Additional Requirements .....	68
21.12 Proof of Insurance.....	69
21.13 Insurance Requirements for Concessionaire Agents .....	70
<b>ARTICLE 22 INDEMNIFICATION.....</b>	<b>70</b>
22.1 Concessionaire Indemnification of Authority.....	70
22.2 Subconcessionaire Indemnification of Authority .....	71
22.3 Disclaimer of Liability.....	71
<b>ARTICLE 23 ENVIRONMENTAL PROTECTION .....</b>	<b>71</b>
23.1 Definitions.....	71
23.2 Concessionaire Representations, Warranties, and Covenants .....	72
23.3 Environmental Sustainability Programs .....	73
23.4 Concessionaire Environmental Reporting and Response Requirements .....	73
23.5 Environmental Indemnification and Reimbursement .....	74
23.6 Limitations .....	74
<b>ARTICLE 24 ASSIGNMENT AND SUBLETTING .....</b>	<b>74</b>
24.1 No Assignment or Subletting Without Consent.....	74
24.2 Limited Effect of Consent.....	75
24.3 Subletting of Pkg #4 Leased Premises.....	75
<b>ARTICLE 25 SUBORDINATION AND ATTORNMENT .....</b>	<b>75</b>

TABLE OF CONTENTS (cont'd)

	PAGE NO.
25.1 Subordination.....	75
25.2 Attornment.....	76
<b>ARTICLE 26 CONCESSIONAIRE REPRESENTATIONS AND WARRANTIES.....</b>	<b>76</b>
26.1 Representations and Warranties.....	76
26.2 Additional Covenants.....	76
<b>ARTICLE 27 GENERAL PROVISIONS.....</b>	<b>77</b>
27.1 Notices.....	77
27.2 Airport Rules and Regulations.....	78
27.3 Security for Concessionaire Area.....	78
27.4 Generally Accepted Accounting Principles.....	78
27.5 Force Majeure.....	78
27.6 Time is of the Essence.....	79
27.7 Authority Executive Director.....	79
27.8 Relationship of Parties.....	79
27.9 Joint and Several Liability.....	79
27.10 Effect of Debarment of Concessionaire.....	79
27.11 Labor Disputes.....	79
27.12 Litigation.....	79
27.13 Rules of Construction.....	80
27.14 Exhibits.....	80
27.15 Incorporation of Mandatory Language.....	80
27.16 Integration.....	81
<b>ARTICLE 28 SIGNATURES.....</b>	<b>81</b>
28.1 Electronic Signature and Delivery.....	81



TABLE OF CONTENTS (cont'd)

	PAGE NO.
28.2 Counterparts .....	81
28.3 Parent Company .....	81
EXHIBIT A	TERMINAL BUILDING LAYOUT PLAN
EXHIBIT B	LEASE PREMISES / UNIT LOCATIONS
EXHIBIT C	DESCRIPTION OF SERVICES AND GOODS, MENUS, FRANCHISES, LICENSES, AND CONCEPTS (OR SUPPORT USE) AT EACH UNIT LOCATION
EXHIBIT D	FORM OF SUBCONCESSION ADDENDUM
EXHIBIT E	FORM OF MONTHLY RENT REPORT
EXHIBIT F	MINIMUM INITIAL CAPITAL INVESTMENT
EXHIBIT G	MIDTERM REFURBISHMENT SCHEDULE
EXHIBIT H	CONCESSIONAIRE OPERATIONS STANDARDS PACKET
EXHIBIT I	ACDBE PLAN / JOINT VENTURE AGREEMENT (if applicable)
EXHIBIT J	WORKER RETENTION POLICY
EXHIBIT K	FEDERAL REQUIREMENTS

## CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT (“Agreement”) is dated February 3, 2025 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and MRG Burbank, LLC (“Concessionaire”), a Delaware limited liability company.

### R E C I T A L S

A. The Authority is the owner and operator of Hollywood Burbank Airport (officially known as Bob Hope Airport) (“Airport”), a public land airport primarily located in Burbank, California.

B. Concessionaire desires to operate, directly or through a subconcessionaire, one or more retail concessions in the Replacement Passenger Terminal at the Airport as an essential service for passengers and other patrons using the Airport.

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

**NOW THEREFORE**, the parties agree as follows:

### ARTICLE 1 DEFINITIONS

As used in this Agreement, unless a different meaning is clearly required, the following terms shall have the meanings set forth below. These definitions shall apply regardless of whether the term is capitalized. As pertaining to the Construction Plan, capitalized terms not defined below have the meanings ascribed to them in the CTDCM.

ACDBE	Airport concession disadvantaged business enterprise, as defined in 49 CFR Section 23.3, that is certified by the State of California.
Additional Rent	Any amount owed to the Authority pursuant to this Agreement or the CTDCM, other than Space Rent.
Airport	Hollywood Burbank Airport (officially known as Bob Hope Airport).
Airport Manager	Person engaged by the Authority to function as the manager of the Airport. As of the execution of this Agreement, the Airport Manager is TBI Airport Management, Inc., a Delaware corporation.
Airport Representative	An officer, employee, contractor, or consultant of the Authority or the Airport Manager acting in a professional capacity.

Airport Rules and Regulations	July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.
Airport Terminal	The Replacement Passenger Terminal (under construction as of the execution of this Agreement) in the northeast quadrant of the Airport, including all user movement areas, Public Areas, baggage claim areas, interconnecting hallways, and concourses.
Alterations	As defined in Section 18.9.
Annual Rent Report	As defined in Section 5.4.
Approved Project	Planned but not completed Leasehold Improvements as approved by the Authority.
Authority	Burbank-Glendale-Pasadena Airport Authority.
Authority Commission	Burbank-Glendale-Pasadena Airport Authority Commission.
Authority Indemnitees	The Authority, the Airport Manager, the Cities of Burbank, Glendale, and Pasadena, and their respective officers, officials, directors, employees, agents, representatives, and volunteers.
Authority Logistics Costs	<p>All costs to and expenses to be paid or incurred by the Authority with respect to the provision of logistical support including:</p> <p>(a) Labor costs for persons employed to perform logistical support services including the cost of identification badges and uniforms.</p> <p>(b) Cost of supplies and equipment utilized to perform logistical support services.</p> <p>(c) Other direct costs that the Authority deems necessary or desirable in order to perform logistics support services.</p> <p>(d) An administrative fee not to exceed 10% of the total annual amount of the actual logistics costs.</p>
Back of House Area	The area in a Unit Location generally not accessible by customers that is used for administrative, storage, or other support operations.
Build-Out Deadline	For each food service location, 120 days from the Turnover Date, but not later than 45 days before RPT Opening Date. For each retail location, 90 days from the Turnover Date, but not later than 45 days before RPT Opening Date.
Capital Investment	Authority-certified dollars actually spent by Concessionaire for construction, fixturing, and remodeling of the Leased Premises.

Certified Capital Investment Report	As defined in Section 19.10.
Concession Marketing Program	The Authority’s program for advertising, publicity, promotional materials, events, directories, surveying, customer service training, and other activities appropriate for marketing the concession program at the Airport.
Concession Period	From RPT Opening Date to 11:59 p.m. on the Expiration Date or any earlier termination date.
Concessionaire	MRG Burbank, LLC.
Concessionaire Agent	An employee, consultant, Subconcessionaire, licensee, vendor, affiliate, invitee, serviceperson, designer, architect, contractor, or other person who is performing services on behalf of or for the benefit of Concessionaire, regardless of location. Concessionaire Agent does not include passengers.
Concessionaire Operations Standards Packet	As defined in Section 10.25.
Construction Delay Damages	As defined in Section 12.3(a).
Construction Plan	Concessionaire’s construction plan for the Leased Premises, as approved pursuant to the CTDCM.
Cost of Eligible Improvements	As defined in Section 16.3(b).
CRDC	Centralized Receiving and Distribution Center.
CRDC Operator	As defined in Section 10.16(b).
CTDCM	The Authority’s Concession Tenant Design and Construction Manual.
Default Event	As defined in Section 13.1.
Design Review Committee	Cross-disciplinary group of Airport Representatives who review and approve proposed Unit Location designs and materials prior to permitting and construction.
Eligible Improvements	As defined in Section 16.3(a).
Enplanement	With respect to any period of time, the number of passengers boarding flights at the Airport Terminal (after security screening) during such period, including non-revenue passengers (but excluding airline crew for the flights).
Executive Director	Burbank-Glendale-Pasadena Airport Authority Executive Director (or, in the absence of the Executive Director, such other Authority officer designated by the Authority Commission) or such person’s designee.
Expiration Date	Date on which this Agreement expires, which shall be the tenth anniversary of RPT Opening Date.



FAA	Federal Aviation Administration.
Federal Requirements	The federal requirements set forth in the attached Exhibit K, which requirements are applicable to contracts not funded by an Airport Improvement Program grant from the FAA.
Final Fiscal Year	The last full Fiscal Year of the Concession Period.
Final Partial Fiscal Year	That portion of a Fiscal Year commencing on July 1 following the Final Fiscal Year and ending on the last day of the Concession Period. If the end of the Concession Period falls on June 30, there shall be no Final Partial Fiscal Year.
First Full Fiscal Year	The first full Fiscal Year following the RPT Opening Date.
First Partial Fiscal Year	The period commencing on the RPT Opening Date and ending on the following June 30.
Fiscal Year	July 1 through June 30.

<p>Gross Receipts</p>	<p>All monies paid or payable to Concessionaire, or monies due or received from customers by Concessionaire for sales made, services rendered, and customer orders fulfilled at or from the Leased Premises, regardless of when or where the customer order is placed (including outside the Leased Premises).</p> <p>Gross Receipts also include other receipts, credits, rebates, allowances, internet sales, or revenues of any type arising out of or in connection with Concessionaire's or a Subconcessionaire's operations at the Leased Premises, including branding fees, marketing fees, merchandising fees, promotional allowances, performance allowances, retail display allowances, and any other type of ancillary advertising or product placement fees, other allowances and fees, and any amount charged by Concessionaire as a pass through to customers of any other fee or charge payable per this Agreement.</p> <p>Gross Receipts shall not include, and may be adjusted to exclude, the following when properly recorded and accounted for:</p> <ol style="list-style-type: none"> <li>1. Any taxes imposed by law that are separately stated to and paid by a customer and directly payable to the taxing entity by Concessionaire.</li> <li>2. Amounts and credits received from suppliers for merchandise returned by Concessionaire.</li> <li>3. Cash and credit card refunds to customers for merchandise returned.</li> <li>4. Amounts and credits received in settlement of claims for loss of, or damage to, merchandise.</li> <li>5. Insurance proceeds received from the settlement of claims for the loss of or damages to Concessionaire's property at or on the Leased Premises other than the proceeds from business interruption insurance.</li> <li>6. Inter-company store transfers.</li> <li>7. United States Postal Service stamp sales.</li> <li>8. Uniforms or clothing purchased by employees where such uniforms or clothing are required to be worn by employees.</li> <li>9. Reimbursements from Subconcessionaires for any taxes, fees, franchise or license fees, utilities or other services paid or provided by Concessionaire for or on behalf of Subconcessionaires; provided, however, that any reimbursement in excess of the actual cost of such</li> </ol>
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	<p>taxes, fees, franchise or license fees, utilities or other services shall be included in Gross Receipts.</p> <p>10. Rental, fees, and charges paid to Concessionaire by Subconcessionaires that are to be passed through for payment of Rent; provided, however, that any such payment in excess of the Rent amount shall be included in Gross Receipts.</p> <p>11. Gift cards sold at the Leased Premises; provided, however, when a gift card is redeemed or accepted as payment for a purchase at the Leased Premises, the transaction shall be reported as part of Gross Receipts.</p> <p>12. Amounts for coupons and other forms of discounts including complimentary customer services (for clarification, only the amounts actually received are ultimately included in Gross Receipts).</p> <p>13. Complimentary meals, the amount of any employee discount on meals, and any meals provided to employees without cost as a benefit.</p> <p>14. Gratuities for services performed by employees paid by Concessionaire or by customers except to the extent Concessionaire may be entitled to receive a portion of the gratuities.</p>
Hours of Concession Operation	With respect to each Unit Location, the hours of operation during which customers will be served, as specified in Section 10.12.
HVAC	Heating, ventilation, and air conditioning.
Initial Capital Investment Amount	As defined in Exhibit F.
Initial Improvements	As defined in Section 18.3(a).
Leased Premises	<p>Collectively:</p> <p>Pkg #2: Unit Locations labelled as “B01,” “C02,” “C03,” “C04,” “C05,” “C06,” “C14,” “C15,” “C17, and “C20” (storage space) on the Terminal Building Layout Plan in Exhibit A, and as depicted in further details in Exhibit B.</p> <p>Pkg #4: Unit Location labelled as “C18” on the Terminal Building Layout Plan in Exhibit A, and as depicted in further details in Exhibit B.</p>

Leasehold Improvements	Improvements to the Leased Premises including the Initial Improvements, the Midterm Refurbishment, and Alterations. Leasehold Improvements include equipment owned, installed, and affixed to the Leased Premises. Leasehold Improvements may include: mechanical, electrical, and plumbing work; floors, ceilings, demising walls, storefronts, and signage; and décor items, lighting fixtures, and built-in shelving. Leasehold Improvements do not include personal property or improvements made to Back of House Areas.
Local Brand	A branded concept that operated one or more locations in, but has little or no presence outside of, Burbank, Glendale, or Pasadena.
Logistics Charges	An allocable share of the Authority Logistics Costs, as determined by the Authority.
Midterm Refurbishment	A refurbishment, redecoration, and modernization of the interior and exterior of the Leased Premises.
MAG (Minimum Annual Guarantee)	During the Concession Period, the minimum dollar amount of Space Rent for a Fiscal Year, as further described in Section 5.2(c).
Minimum Initial Capital Investment	As defined in Section 18.3(a).
Monthly Payment	As defined in Section 5.2(d).
Monthly Period	The period commencing on the first day of a calendar month and ending on the last day of that calendar month.
Monthly Rent Report	The monthly report due pursuant to Section 5.2(e), substantially in the form of Exhibit E.
National Brand	A branded concept that has a significant presence of units operating in at least two Regions in the United States.
Net Book Value of Leasehold Improvements	As defined in Section 16.3.
New Leasehold Improvements	As defined in Section 18.9.
Notice to Proceed	The written notice to Concessionaire by which the Authority allows Concessionaire to commence construction and installation of Leasehold Improvements.
Percentage Rent	As defined in Section 5.2(b).
Performance Guarantee	As defined in Article 7.
POS	Point of Sale.
Pre-Concession Period	As defined in Section 3.2.
Pricing Policy	The pricing policy set forth in Section 10.8.



Proposal	Concessionaire’s October 30, 2024 Proposal and December 11, 2024 Best and Final Offer in response to Authority RFP No. ADM25-01.
Public Areas	Collectively, all portions of the exterior and interior of the Airport Terminal, except for the Leased Premises, loading docks, supply/stock rooms, prep rooms, and other areas individually or collectively leased by Concessionaire and other Airport tenants, other than those used for the processing of passengers and baggage. Public Areas include: (i) ticketing and baggage claim areas, gate seating areas, hallways, public elevators, public stairs, public restrooms and comfort stations, service areas, public passageways in the Airport Terminal; and (ii) those areas within the Airport Terminal as may be provided by the Authority from time to time for the convenience and use by the public, the Authority, Concessionaire, and other tenants.
Region	In reference to the United States, one of the following regions defined as follows: <ul style="list-style-type: none"> <li>• West – California, Colorado, Idaho, Nevada, Utah, Wyoming, Montana, Oregon, Washington, Alaska, and Hawaii.</li> <li>• Southwest – Texas, Oklahoma, New Mexico, and Arizona</li> <li>• Midwest – Ohio, Indiana, Illinois, Michigan, Wisconsin, Minnesota, North Dakota, South Dakota, Iowa, Kansas, Nebraska, and Missouri.</li> <li>• Northwest – Pennsylvania, New York, New Jersey, Vermont, New Hampshire, Connecticut, Rhode Island, Massachusetts, and Maine.</li> <li>• Southeast – Washington, D.C., Delaware, Maryland, West Virginia, Virginia, Kentucky, Tennessee, North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Arkansas, and Louisiana.</li> </ul>
Regional Brand	A brand with a significant presence in the states of California, Arizona and Nevada.
Remediation Plan	A plan instituted by Concessionaire to remediate operational performance deemed unsatisfactory by the Authority, as described in Section 10.2.
Removable Fixtures	Furniture, trade fixtures, and equipment installed in the Leased Premises by Concessionaire at its expense, but excluding Leasehold Improvements that have become such a part of the Leased Premises that they cannot be removed without causing substantial damage to the Leased Premises.
Rent	Collectively, Space Rent and Additional Rent.

RPT Opening Date	The first date on which the Airport Terminal is opened to the travelling public and serves commercial flights. As of the execution of this Agreement, the RPT Opening Date is anticipated to be October 13, 2026.
Space Rent	As defined in Section 5.2.
Street Price Benchmark	As defined in Section 10.8(b).
Subconcession Contract	Contract between Concessionaire and a Subconcessionaire regarding the Subconcessionaire's use and occupancy of a Unit Location to operate a concession.
Subconcessionaire	The counterparty to Concessionaire under a Subconcession Contract.
Substantial Completion	The stage in the process of any construction or other work when such work is sufficiently complete that Concessionaire has received a Certificate of Occupancy (including a Temporary Certificate of Occupancy) from the City of Burbank and is able to occupy a Unit Location for the purpose of preparation for opening or continuing business.
Supplemental Payment	As defined in Section 5.2(e).
Sustainability Program	The Authority's program pertaining to environmental sustainability for operations at the Airport.
TSA	Transportation Security Administration.
Turnover Date	The effective date of the Notice to Proceed allowing Concessionaire to take possession and commence construction and installation of Leasehold Improvements.
Unit Location	The Unit Location(s) comprising the Leased Premises.
Worker Retention Policy	As set forth in Exhibit J.

**ARTICLE 2  
RIGHTS GRANTED; PERMITTED USE; FRANCHISES; LICENSES;  
SUBCONCESSIONAIRES**

2.1 Nonexclusive Rights. Concessionaire's right to design, construct, operate, and manage [concessions] [a concession] at the Airport pursuant to this Agreement is nonexclusive. The Authority may, at any time, grant other persons a right to construct other concessions or sell goods or services that Concessionaire is (or is not) authorized to sell, and such grants may be on terms that are more or less favorable to those granted to Concessionaire.

2.2 Pre-Concession Period Rights. During the Pre-Concession Period, the Authority grants to Concessionaire the right to design and construct a concession or, as applicable, support area in each Unit Location consistent with Exhibits A and B, provided that such design and construction shall comply with this Agreement and the CTDCM.

2.3 Concession Period Rights. During the Concession Period:

(a) For each Unit Location, the Authority grants to Concessionaire the right to operate a concession or support area, consistent with the descriptions in Exhibit C. Concessionaire's concession rights shall exist solely within the limits of the Leased Premises.

(b) Concessionaire shall offer the services and products (or, as applicable, use for support purposes) in each Unit Location as described in Exhibit C. During the Concession Period, such services and products shall be available at the specified Unit Location at all Hours of Concession Operation unless a change has been approved in writing by the Authority. The services and products offered at each Unit Location shall meet requirements set forth in Exhibits C and H. Concessionaire's use of a Unit Location other than for the business of offering services and products as provided in Exhibit C is not permitted. The anticipated menu for the food service concession, or as applicable, the description of products anticipated to be sold at the retail concession, at each Unit Location as of the RPT Opening Date is included in Exhibit C. Upon the Authority's request at any time, Concessionaire shall promptly provide updates to the information provided in Exhibit C (including menus, product lists) to reflect the then current operation.

(c) Concessionaire shall not unreasonably refuse service to Airport passengers, employees or members of the general public who are permitted by the Authority to be at the Airport facilities and shall provide non-discriminatory pricing for all customers.

(d) Concessionaire is granted the nonexclusive right to provide catering services to Airport tenants and users. In-flight catering to airlines serving the Airport may be provided upon receipt of prior written approval of the Authority and if it does not interfere with the timeliness and service of food service to passengers, visitors, and Airport employees.

(e) The Authority shall have the right, for public health and safety considerations or for compliance with legal requirements (each as determined by the Authority), to require Concessionaire to revise or replace the concept at any Unit Location and may prohibit the sale of any particular products or services or categories of products or services or any particular use of the Leased Premises. Concessionaire shall timely comply with the Authority's directions. Concessionaire shall not be entitled to compensation as the result of such requirement or prohibition by the Authority; provided that if Concessionaire presents accounting records within six months which show that compliance with such direction is reasonably projected to reduce the annual Gross Receipts at the affected Unit Location by more than 20%, then Concessionaire may initiate negotiation about the termination of this Agreement with respect to the affected Unit Location.

2.4 Ingress and Egress. Concessionaire shall have the rights of ingress to and egress from the Leased Premises via the Public Areas of the Airport, Airport roadways, and common-use roadways.

2.5 Franchises.

(a) At any time a Unit Location is operated under a franchise contract, Concessionaire represents and warrants to the Authority that Concessionaire has been granted the right to use the franchisor's trade name for the entire Concession Period and that all requirements

of such contract shall be met. Upon request, Concessionaire shall provide the Authority a copy of the franchise contract and reasonable evidence that such contract remains in full force and effect.

(b) Concessionaire shall notify the Authority within five days upon the occurrence of any of the following events: (i) Concessionaire's receipt of the franchisor's notice of a violation or default under the franchise contract; (ii) Concessionaire's obtainment of actual knowledge of any event or circumstance that could reasonably lead to the termination of the franchise contract, the loss of the use of the related trade name, or a change of the trade name; or (iii) Concessionaire's initiation of action to terminate the franchise contract.

(c) If Concessionaire seeks to voluntarily terminate a franchise contract, or if a franchise contract is expiring or otherwise ending, Concessionaire may present to the Authority a replacement proposal not less than 90 days before Concessionaire's loss of the right to the franchisor's trade name. The replacement proposal shall include a description of strategies to minimize the interruption to the business operation at the affected Unit Location and any negative impact to Airport Terminal operations. Within 30 days of receipt, the Authority shall notify Concessionaire whether the Authority tentatively approves the replacement proposal. Upon such tentative approval, the Authority and Concessionaire shall negotiate in good faith to execute promptly an amendment to Exhibit C to reflect the Unit Location's future use.

(d) Upon the loss of right to use the franchisor's trade name without an executed amendment to Exhibit C, the Authority shall have the right to terminate this Agreement with respect to the affected Unit Location upon 60 days notice, without compensation to Concessionaire.

## 2.6 Licensing Contracts.

(a) At any time any portion of Concessionaire's business at the Leased Premises is operated under a licensing contract, Concessionaire represents and warrants to the Authority that Concessionaire has been granted the right to use the licensor's trade name for the entire Concession Period and that all requirements of such contract shall be met. Upon request, Concessionaire shall provide the Authority a copy of the licensing contract and reasonable evidence that such contract remains in full force and effect.

(b) Concessionaire shall notify the Authority within five days upon the occurrence of any of the following events: (i) Concessionaire's receipt of the licensor's notice of a violation or default under the licensing contract; (ii) Concessionaire's obtainment of actual knowledge of any event or circumstance that could reasonably lead to the termination of the licensing contract, the loss of the use of the related trade name, or a change of the trade name; or (iii) Concessionaire's initiation of action to terminate the licensing contract.

(c) With respect to any licensing contract that affects 10% or more of the annual Gross Receipts of a Unit Location:

(i) If Concessionaire seeks to voluntarily terminate a licensing contract, or if a licensing contract is expiring according to its terms, Concessionaire may present to the Authority a replacement proposal not less than 90 days before Concessionaire's loss of the right to the licensor's trade name. The replacement proposal shall include a description of strategies to



minimize the interruption to the business operation at the affected Unit Location and any negative impact to Airport Terminal operations. Within 30 days of receipt, the Authority shall notify Concessionaire whether the Authority tentatively approves the replacement proposal. Upon such tentative approval, the Authority and Concessionaire shall negotiate in good faith to execute promptly an amendment to Exhibit C to reflect the Unit Location's future use.

(ii) Upon the loss of right to use the licensor's trade name without an executed amendment to Exhibit C, the Authority shall have the right to terminate this Agreement with respect to the affected Unit Location upon 60 days notice, without compensation to Concessionaire.

2.7 Subconcessionaires. With respect to each Unit Location, Concessionaire has the option to execute a Subconcession Contract subject to the following terms.

(a) Concessionaire shall obtain the Authority's written approval of the proposed Subconcessionaire, which approval may be granted or withheld in the Authority's absolute discretion.

(b) Upon request, Concessionaire shall provide the Authority a copy of the proposed Subconcession Contract.

(c) The Subconcession Contract shall include indemnification language specified in Section 22.2.

(d) Concessionaire shall provide the Authority with an executed Subconcession Addendum, substantially in the form set forth in Exhibit D.

(e) At no time shall a Subconcessionaire have any right with respect to a Unit Location or any Airport facilities beyond those granted to Concessionaire under this Agreement, regardless of any provision of the Subconcession Contract and regardless of whether the Authority has received a copy of the Subconcession Contract.

(f) Concessionaire shall be responsible for all aspects of the design and construction of the Leased Premises in accordance with this Agreement and the CTDCM during the Pre-Concession Period. The Authority shall have no obligation to recognize any purported assignment of rights or delegation of obligations by Concessionaire to a Subconcessionaire with respect to the design and construction of the Leased Premises during the Pre-Concession Period.

(g) Concessionaire shall be responsible for all submittal of Rent payments (including Space Rent, Additional Rent and any other sums), reports, books, records and any other documentation required under this Agreement, regardless of any arrangement between Concessionaire and a Subconcessionaire.

(h) All acts or omissions of a Subconcessionaire at or concerning the Airport shall be deemed to be those of Concessionaire. The Authority shall have the right to enforce any violation by a Subconcessionaire as if the violation was committed by Concessionaire, and accordingly exercise remedies against Concessionaire pursuant to this Agreement.

(i) Concessionaire shall be responsible for transmitting to the Subconcessionaire any communication from the Authority that may affect the Subconcessionaire, and the Subconcessionaire shall have no recourse against the Authority if Concessionaire fails to timely transmit such communication.

(j) The Subconcession Contract shall include a provision obligating the Subconcessionaire to comply with the Airport Rules and Regulations, and to pay administrative fines assessed by the Authority for the Subconcessionaire's violations of the Airport Rules and Regulations.

(k) With respect to any provision in this Agreement pertaining to potential payments by the Authority to Concessionaire (in whatever form, including reimbursements, refund, credits, or compensation), such payments shall be made to Concessionaire. It shall be Concessionaire's responsibility to transmit money to the Subconcessionaire to extent such transmittal is required under the Subconcession Contract.

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

(m) With respect to any provision in this Agreement which requires Concessionaire to maintain books and records, Concessionaire shall be responsible for ensuring that each Subconcessionaire maintains books and records of the same type for the same time period and in the same manner, in conformance with the requirements of this Agreement. With respect to any provision in this Agreement that requires submittal or disclosure to the Authority of Concessionaire's books and records, or any other documents or information, Concessionaire shall collect the same from each Subconcessionaire (as pertaining to the Subconcessionaire's business transactions and activities relating to the Subconcession Contract) and shall submit the same to the Authority by the due date.

(n) With respect to any provision in this Agreement that gives the Authority the right to access or inspect Concessionaire's books and records, the Authority shall have same rights to access or inspect the Subconcessionaire's books and records of the same type for the same time period. Refusal by Subconcessionaire to allow such access or inspect shall be deemed a violation by Concessionaire of this Agreement.

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

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

(q) Termination of a Subconcession Contract does not relieve of Concessionaire of any of its obligations under this Agreement.

### **ARTICLE 3 EFFECTIVE DATE; PRE-CONCESSION AND CONCESSION PERIODS**

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

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

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

### **ARTICLE 4 LEASED PREMISES**

4.1 Leased Premises. The Leased Premises shall consist of the Unit Location(s) described and delineated in Exhibit B, including any improvements and modifications to be made. No later than 30 days after the RPT Opening Date, Concessionaire shall submit to the Authority a written certification of the as-built areas of the Leased Premises. No other part of the Airport shall be part of the Leased Premises. Upon completion of Initial Improvements, Midterm Refurbishment or Alterations, the actual as-built square footage, location, or configuration of the Leased Premises shall be adjusted and memorialized in a revised Exhibit B.

4.2 Acceptance of Leased Premises.

(a) On the Turnover Date, the Authority shall deliver the shell space (including baseline utility connections) of the Unit Location(s) to Concessionaire for construction of Initial Improvements in accordance with the Construction Plan. Concessionaire accepts the Leased Premises “as is, where is, and with all faults” as of the Turnover Date.

(b) The Authority makes no representation or warranty as to the fitness or condition of the Leased Premises or any improvement or personal property in the Leased Premises whatsoever. Concessionaire shall not be entitled to any adjustment or other payments on account of the condition of the Leased Premises, any improvements, any failure of any improvements to be in working order, any necessity of Concessionaire to repair or take corrective actions concerning the Leased Premises, or because of the inability or delay of obtaining any required approvals from any public agency.

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

“A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with

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

4.3 No Warranty of Economic Viability.

(a) The Authority makes no warranty, promise, or representation regarding the economic viability of the Leased Premises or Concessionaire’s business at the Airport. Concessionaire accepts all risks with the construction and operation of the Leased Premises. The Authority is under no obligation to protect or defend Concessionaire from loss of any investments.

(b) The Authority makes no warranty that air carrier usage of gates or other facilities adjacent to or in the immediate area to the Leased Premises will not change at any time before or after the RPT Opening Date. The Authority may refurbish or reconfigure the Airport Terminal, relocate air carriers, and construct new terminals and concourses to meet Airport needs. Concessionaire’s obligations to pay Rent, and to make improvements, are absolute obligations and are not conditioned upon the number of passengers arriving or departing from the Airport during any period of time, or the presence or absence of any particular air carriers at the Airport.

4.4 Back of House Area Use and Access.

(a) The table below sets forth the maximum size of the Back of House Area in each Unit Location:

<b>Unit Location(s)</b>	<b>Maximum Size of Back of House Area (expressed as a % of the total square footage of the Unit Location)</b>
B01 – Burbank Arts District Market	180 SF
C02 & C03 – The Studio Collective	280 SF
C04 – InMotion	46 SF
C05 – MAC & Jo Malone	72 SF
C06 – Tansy	100 SF
C14 – Pasadena Mercantile	190 SF
C15 – Pasadena Mercantile Vending	
C17 – The Aviator Vending	
C18 – The Palm Coffee Bar	245 SF

(b) Within 30 days of the RPT Opening Date, Concessionaire shall provide the Authority a report that describes how Concessionaire is using the Back of House Area at each Unit Location. Such report shall include a schedule that shows how the Back of House Area is used and allocated at any given time during the day, each day of the week. Within 24 hours of making any material changes to the utilization of the Back of House Area, Concessionaire shall provide an updated report to the Authority.

4.5 Minor Modifications. The Authority shall have the right to make minor modifications to the Leased Premises (and such right may be exercised at the Executive Director's discretion without Authority Commission action), to accommodate Airport operations, renovations, maintenance, or other work to be completed in the Airport Terminal that would involve the recapture or disruption of no more than 10% of the Leased Premises. In such event, a revised Exhibit B shall be substituted.

4.6 Authority Entry.

(a) Airport Representatives may enter upon the Leased Premises at any and all reasonable times without prior notice to Concessionaire. Airport Representatives shall use their best efforts to limit any interference with Concessionaire's business operation.

(b) Without limiting the foregoing, without the approval of Concessionaire, Airport Representatives may take photographs, measurements, temperatures, or conduct environmental compliance audits, testing, etc., during the inspection of the Leased Premises.

**ARTICLE 5  
RENT**

5.1 Obligation to Pay Rent.

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

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

5.2 Space Rent.

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



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

(b) Percentage Rent Calculation. With respect to any period of time, Percentage Rent shall equal Gross Receipts for such period multiplied by a defined percentage according to the table below.

<u>Concession Category</u>	<u>Percentage Rent</u>
All products	20% of gross sales up to \$10,000,000.00;
	22% of gross sales between \$10,000,000.01 and \$15,000,000.00;
	25% of gross sales over \$15,000,000.01

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

First Partial Fiscal Year	Not applicable
First Full Fiscal Year	\$1,050,000
Subsequent Fiscal Years	Greater of (i) MAG for the preceding Fiscal Year, or (ii) 85% of the following: (A) MAG for the preceding Fiscal Year, plus (B) the amount that the Percentage Rent exceeded MAG in the preceding Fiscal Year

(d) Required Monthly Payment.

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

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

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

(e) Supplemental Payment; Monthly Rent Report.

(i) Commencing the second full month of the Concession Period, no later than the fifteenth of each month, Concessionaire shall submit to the Authority the Monthly Rent Report for the immediately preceding month (except that the first report shall also include the initial partial month of the Concession Period), substantially in the form set forth in Exhibit E.

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

(iii) The “Supplemental Payment” for any month is equal to: (i) the Percentage Rent for such month, minus (ii) one-twelfth of the MAG. If the Percentage Rent is less than one-twelfth of the MAG, then no Supplemental Payment is due for that month.

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

(a) Concession Marketing Program Fees. Concessionaire shall pay 0.5% of the Gross Receipts per month as a contribution to the Concession Marketing Program. The Authority, in its sole discretion, will use the Concession Marketing Program funds to promote the overall concession program and facilities in the Airport. Concession Marketing Program fees shall be due on the fifteenth day each month starting with the first full month of the Concession Period.

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

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

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

(e) Reserved.

(f) Pest Control Charges. Concessionaire shall pay an allocable share of the cost for pest control services based on the cost to the Authority, as allocated in any manner that the Authority deems reasonable. Pest control charges shall be due within 30 days of invoice from the Authority.

(g) Logistics Charges. At any time a CRDC is in operation at the Airport, Concessionaire shall pay Logistics Charges, which shall be an allocable share of the Authority Logistics Cost, as allocated in any manner that the Authority deems reasonable. Logistics Charges shall be due within 30 days of invoice from the Authority.

(h) Taxes and Charges Paid by Authority. Reimbursement for the Authority's payment for the paying, discharging, or adjustment of taxes and charges pursuant to Section 6.3 shall be due immediately upon written demand of the Authority.

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

#### 5.4 Annual Rent Report and Reconciliation.

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

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

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

#### 5.5 Form of Payment.

(a) All payments shall be paid in lawful money of the United States of America without presentment, abatement, setoff, or deduction. The Authority may accept payment without

prejudice to its right to recover the balance of such amount due and to pursue any other available remedies.

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

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

#### 5.6 Place of Payment, Report, and Statement Submittal.

(a) Unless otherwise specified in this Agreement or directed by the Authority in writing, payment (or remittance advice, if payment made via ACH, EFT or similar methods) or other method), reports, and statements required by this Agreement shall be delivered to the Authority's Accounting/Finance Department at the address set forth in Section 27.1, with an electronic copy to AR@bur.org.

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

#### 5.7 Late Payment Fee.

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

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

### **ARTICLE 6 TAXES, ASSESSMENTS, AND CHARGES**

#### 6.1 Taxes, Assessments and Other Charges.

(a) Concessionaire shall pay before delinquency, and without notice or demand, all applicable sales, use, intangible and possessory interest tax, and any other taxes, assessments, and charges levied or imposed against the Leased Premises, the Leasehold

Improvements, and other personal property used in the performance of a concession, or that result from Concessionaire's construction, occupancy or use of the Leased Premises, or that are assessed on any payments made by Concessionaire under this Agreement, whether levied against Concessionaire or the Authority. Concessionaire shall, at its sole expense, clear any lien created by virtue of such tax, assessment or charge. Any such payment shall not reduce the amount of the Rent otherwise required to be paid by Concessionaire to the Authority.

(b) Concessionaire shall promptly pay any penalty or other charge which may be due and payable to Authority or any other party or government entity in connection with this Agreement and all rights and privileges.

(c) Concessionaire shall promptly pay any tax or other charge which is measured by the amount of Gross Receipts earned by Concessionaire, including, any gross receipts income tax or excise tax levied by the Authority, the City of Burbank, the County of Los Angeles, the State of California, the federal government, or any other government entity.

(d) Concessionaire acknowledges that this Agreement may create a possessory interest in the Leased Premises and that such interest may give rise to a possessory interest tax. If a possessory interest tax is levied or imposed, then Concessionaire shall pay such tax when due without any credit or offset to the moneys that are due and payable to the Authority.

(e) To the extent that the Authority forwards to Concessionaire a bill or assessment notice relating to a tax, assessment, or charge coming due for which Concessionaire is responsible, Concessionaire shall pay the tax, assessment, or charge promptly before the due date (and concurrently notify the Authority of such payment).

## 6.2 Contest of Tax or Charge.

(a) In the event that Concessionaire desires, in good faith, to contest or review by appropriate legal proceedings any tax, assessment, or charge imposed by another government entity, Concessionaire, at least 10 days prior to delinquency, shall give the Authority notice of its intention to contest such tax or charge.

(b) Concessionaire may withhold payment of the tax, assessment or charge being contested if nonpayment is permitted during the pendency of such proceedings without the imposition or foreclosure of any related lien or the imposition of any fine or penalty. The contest shall be prosecuted to completion (whether or not this Agreement has expired or terminated) without delay at Concessionaire's sole expense.

(c) Within such 10-day period or the applicable period of time allowed by law after the final determination of the amount due, Concessionaire shall pay such amount, together with all costs, expenses and interest (whether or not this Agreement has then expired or terminated).

6.3 Payment by Authority. If Concessionaire fails to pay any tax, assessment, or charge, the Authority may, after five days' notice to Concessionaire, pay, discharge, or adjust such tax, assessment, or charge for Concessionaire's benefit. In such event, Concessionaire, on receipt of written demand of the Authority, shall reimburse the Authority promptly for the full amount



with interest at the rate of 1.5% per month (subject to the maximum rate permitted by law). Any receipt showing payment by Authority shall be prima facie evidence that the amount of such payment was necessary and reasonable and made by the Authority on Concessionaire's behalf.

## **ARTICLE 7 PERFORMANCE GUARANTEE**

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

7.2 Delivery.

(a) Concessionaire, at its sole expense, shall execute and deliver to the Authority a Performance Guarantee in the form of a letter of credit and/or a performance bond made payable to the Burbank-Glendale-Pasadena Airport Authority, executed by an Authority-approved surety company, licensed pursuant to the Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570), in an amount not less than 100% of the MAG. Such guarantee shall be in a form acceptable to the Authority and provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. The Performance Guarantee shall have attached a Power of Attorney as evidence of the authorization of the person executing the bond to bind the surety. The Performance Guarantee shall clearly and prominently display on the bond or letter or on an attachment: (1) the name, mailing address, physical address, and telephone number of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the California Department of Insurance and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the California Department of Insurance by calling the toll-free telephone number. An executed Performance Guarantee shall be delivered to the Authority upon execution of this Agreement. If, at any time during the Concession Period, the MAG exceeds the amount of the Performance Guarantee then in place, Concessionaire shall be required to execute and deliver a replacement Performance Guarantee, no later than 30 days upon notification by the Authority, in an amount not less than 100% of the then current MAG.

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

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

7.3 Use.

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

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

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

## **ARTICLE 8 ADDITIONAL REQUIREMENTS RELATING TO REPORTS**

### 8.1 Method of Report Submission; Additional Gross Receipts Reports.

(a) All reports shall be submitted to Authority using the technology and procedures designated by the Authority. The Authority shall not be obligated to furnish Concessionaire the equipment or systems necessary for submittal. However, the Authority shall afford a reasonable time for Concessionaire to obtain the necessary technology or equipment and develop the necessary expertise to use the same. In the interim, Concessionaire may use an alternative Authority-approved method for such submittal.

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

(c) Upon three days notice, the Authority may require Concessionaire to report daily or weekly Gross Receipts by electronic means determined by the Authority. If required, these reports shall be filed no later than 10:00 a.m. (Pacific Time), Monday – Sunday, including holidays in the case of daily reports or 10:00 am Sunday in the case of weekly reports. The Authority may also request additional reporting relative to merchandise classifications, seasonality, time-of-day activity, the number, or average value, of transactions (or both), etc. To

the extent that Concessionaire discovers that any Gross Receipts data previously submitted contains an inaccuracy or is incomplete, updates to such data shall be reported the day following discovery, along with the next day's daily report.

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

8.3 ACDBE Participation Monthly Reports; ACDBE Joint Venture Participation Monitoring.

(a) In addition to the Monthly Rent Report, on the fifteenth of each month during the Concession Period, Concessionaire shall submit a report of the total monthly Gross Receipts and ACDBE participation achieved by means of joint venture agreements and/or subtenancies for the previous month. This reporting shall be submitted to the Authority's ACDBE Liaison Officer. Concessionaire shall also provide any amounts that were expended by Concessionaire during the same period for purchases from ACDBE vendors, irrespective of Concessionaire counting purchases from certified ACDBE vendors as part of its ACDBE participation plan.

(b) If Concessionaire achieves ACDBE participation by way of a joint venture agreement, additional reporting requirements shall apply. This reporting is intended, in part, to satisfy the monitoring requirements of 49 CFR Part 23. Concessionaire shall provide documentation including distribution statements/profit and loss statements, minutes from management committee meetings, reconciliations of management fees, tax returns, and capital activity reports. Concessionaire also shall provide any proposed changes to roles and/or responsibilities or amendments to joint venture or other supporting agreements in draft format for review and approval by the Authority.

## **ARTICLE 9 RECORDKEEPING AND AUDITS**

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

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

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

(c) The Authority has the right to conduct multiple types of audits throughout the Concession Period as well as upon expiration or termination of this Agreement. This right includes examination of Concessionaire's books and records relevant to the determination of any matters concerning the performance of Concessionaire.

## 9.2 Concessionaire Internal Control System Requirements.

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

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

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

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

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

## 9.3 Production of Records.

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

(b) Concessionaire may make requested records available to the Authority at a physical location other than Burbank, California, provided Concessionaire pays the full amount of the Airport Representative's expenses, including travel, lodging, and meals, to travel to the records' location for any inspection, audit, or copying. If the Airport Representative(s) are required to spend more than five business days examining the books or records due to a lack of organization of the records or searches for missing data, then, starting on the sixth business day, Concessionaire shall pay a daily fee of \$1,200 per Airport Representative per day or partial day.

If upon examination or audit, the Airport Representative determines that sufficient documentation has not been maintained, retained, or made available to verify Concessionaire's actual Gross Receipts or any other matter relevant to this Agreement, the Authority shall be entitled to collect as Additional Rent an amount equal to 5% of the MAG for the period in question. This Additional Rent shall be in addition to any liquidated damages that the Authority may assess pursuant to Article 12.

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

#### 9.4 Under and Over Reporting of Amounts Due.

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

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

### **ARTICLE 10 CONCESSIONAIRE OPERATING STANDARDS**

#### 10.1 Authority's Right to Monitor Concessionaire Performance.

(a) Concessionaire shall conduct its business in a professional manner so as to meet the needs of Airport patrons and employees and in a manner that will reflect positively upon Concessionaire and the Authority. Concessionaire shall equip, organize, and efficiently manage the Leased Premises to provide first class goods and services in a clean, attractive, sustainable, and pleasant atmosphere.

(b) The Authority may raise reasonable objections to the condition of the Leased Premises, the quality and quantity of goods and services, the character of the service, the hours of operation, the sustainability practices of Concessionaire, and the appearance and



performance of service personnel, and may require any such conditions or practices to be promptly remedied by Concessionaire.

(c) The Authority may conduct performance audits of the Leased Premises to ensure that all the operational, maintenance, safety, sustainability, and compliance standards of this Agreement are consistently performed by Concessionaire. Concessionaire shall cooperate with all performance audits. Performance audits may include: (a) quality and quantity of goods and services; (b) staffing and customer service; (c) food handling and food safety; (d) cleanliness, appearance, and maintenance; and (e) adherence to the Pricing Policy.

(d) If Concessionaire fails to meet standards in any of these areas, the Authority may assess liquidated damages per Article 12.

#### 10.2 Remediation Plan.

(a) In the event the Authority deems a Unit Location to be operating in an unsatisfactory manner, Concessionaire shall institute a Remediation Plan to correct performance. The Remediation Plan shall include proposed remedial activities, such as staff training, staffing changes, merchandise and service modifications, and facility refurbishment and repair.

(b) Upon approval by the Authority, Concessionaire shall diligently implement the Remediation Plan and further shall submit to the Authority monthly reports on the progress of such implementation. If the approved Remediation Plan includes the replacement of a concept or brand, then the Authority and Concessionaire shall enter into good faith negotiations concerning a concept or brand replacement.

10.3 Replacement of Concept or Brand. In the event the Authority determines that a Unit Location is still performing in an unsatisfactory manner after six months of implementation of a Remediation Plan, the Authority may require Concessionaire to replace the underperforming concept or brand, if not already replaced by the Remediation Plan, at Concessionaire's expense. Within 90 days of receipt of notice from the Authority, Concessionaire shall submit to the Authority a proposal for a brand or concept replacement plan. Such replacement plan shall include a detailed description of the brand or concept, capital expense required to re-brand, sales projections, and the specific timetable to replace the brand or concept. The Authority has the discretion to approve or deny the proposed replacement plan and require Concessionaire to submit another replacement plan.

#### 10.4 Quality of Goods and Services.

(a) Concessionaire shall ensure that all customers are provided high quality goods and services, and Concessionaire shall keep in stock and have ready for sale at all times of operation, a sufficient supply and variety of goods and services offered for sale at each Unit Location, whichever applicable, and consistent with Exhibits C and H, to meet the demand of customers.

(b) All offered products shall be of high quality and conform with applicable laws.

(c) Retail concessions shall offer product shipping to anywhere within the United States.

(d) If the Authority identifies any deficiencies with respect to the operations, including quality, variety, pricing, or quantity of goods or services offered, Concessionaire shall correct such problem(s) within three business days, unless the Authority authorizes a longer period. Violation of this requirement shall be grounds for the assessment of liquidated damages per Article 12.

#### 10.5 Merchandising/Menu/Advertising/Signage.

(a) Concessionaire shall develop and implement creative merchandising techniques to optimize customer satisfaction and Gross Receipts, including: retail merchandise displays, promotional displays, attractive and durable packaging, and menu boards.

(b) Prices for each item of goods or services shall be clearly displayed and visible to all customers.

(c) Concessionaire's printed signage and price lists shall include the appropriate use of descriptive terminology that accurately and truthfully describes the goods and services being offered.

(d) The Authority shall have the right to require that Concessionaire discontinue the sale of any goods or services the Authority deems unsatisfactory, distasteful, or inappropriate and to require Concessionaire to modify menus, signage, and product displays for any reason. Violation of this requirement shall be grounds for the assessment of liquidated damages.

#### 10.6 Merchandising Standards.

(a) Concessionaire shall cause the Leased Premises to be operated in a manner consistent with the merchandising plan(s), as modified from time to time, of Concessionaire as approved by the Authority. Merchandising plans shall include promotional displays, attractive packaging, and product presentation. All displays shall conform to the CTDCM. The Authority shall have the right to require Concessionaire to immediately remove any displays that the Authority determines are inappropriate for the Airport.

(b) The Authority may permit, at Concessionaire's sole expense, Concessionaire to install and operate signs on or within the Leased Premises to promote products and services offered for retail sale. Concessionaire shall not install any sign until the sign has been approved by the Authority. Concessionaire shall submit a detailed rendering or drawing of the proposed sign and location to the Authority for approval. All signs shall be of professional grade and no handwritten or hand modified signs shall be permitted on or in the Leased Premises. Concessionaire shall not place any merchandising fixtures at the entry and exit point of the Leased Premises or maintain any merchandising fixtures on the outside of the Leased Premises without approval from the Authority.

(c) No public or private auction, fire, going out of business, liquidation, bankruptcy, or similar types of sales shall be conducted in or from the Leased Premises unless otherwise approved by the Authority.

(d) The Leased Premises shall be used only in a dignified and ethical manner, consistent with the general high standards of concession operations at the Airport.

#### 10.7 Franchise Standards/Branding.

(a) Concessionaire shall adhere to all franchise, licensing, and brand standards applicable to its operations. The Authority may review inspections and performance audits conducted by the brands and conduct its own audits of the concession locations.

(b) All franchise contract standards and licensing contract standards applicable to the Leased Premises, shall be met or exceeded. Concessionaire shall submit to the Authority copies of all inspections and performance audit forms conducted by the franchisor, licensor, or mystery shopper service hired by the franchisor or licensor within 10 days of receipt by Concessionaire. Every Fiscal Year, Concessionaire shall certify that all franchise and licensing standards applicable to each Unit Location are met.

(c) Concessionaire's brand(s) may not be unilaterally discontinued or changed without prior written approval by the Authority.

#### 10.8 Pricing Policy, Price Surveys and Audits.

(a) 15% Cap Over Street Price Benchmark. The prices of all food and beverage and retail products sold at the Airport may not exceed the prices charged in Street Price Benchmark restaurants and stores by more than 15%.

(b) Determination of Street Price Benchmark.

(i) No less than 45 days prior to the opening of the Unit Location(s), Concessionaire shall submit to the Authority names and addresses of at least three businesses for each of the goods or services to be offered in the Leased Premises that offer the same or substantially similar items within Burbank, Glendale, or Pasadena that Concessionaire proposes to use as Street Price Benchmarks. The businesses must be comparable in concept, size, ambiance, service style, and quality to the Unit Location and, to the extent practical, be the same businesses as identified in the Proposal. Venues specifically excluded from consideration as comparable businesses include entertainment or sports venues, other transportation terminals, amusement parks, zoos, resorts, casinos, and hotels.

(ii) Once approved by the Authority, the Street Price Benchmarks will be used as the basis for price comparisons during the Concession Period and memorialized in writing by the Authority. In the event any of the Street Price Benchmarks cease operations or, in the sole discretion of the Authority, alter their concepts, branding, service style, merchandise selection, or menus so as to no longer be a valid comparison, Concessionaire shall propose a substitute Street Price Benchmark for approval by the Authority.

(iii) If a Street Price Benchmark cannot be determined by Concessionaire as described above, then the Authority will identify local area businesses similar to Concessionaire's business to be deemed as Street Price Benchmarks.

(iv) For National Brands, Regional Brands, and Local Brands that are also represented in the Los Angeles Metropolitan Statistical Area, the selling price for goods and services shall not exceed the selling price for the same goods and services, including portion size, at the closest street-side establishment of the same brand name by more than 15%. If the brand to be operated at the Airport is not located within the Los Angeles Metropolitan Statistical Area, Concessionaire shall use the average prices for the closest three locations of the brand to the Airport.

(c) Price Surveys and Audits.

(i) No later than 30 days before the beginning of each Fiscal Year and again halfway through the year, Concessionaire shall, at its sole expense, prepare a goods and services price survey of the Street Price Benchmarks that demonstrates, to the satisfaction of the Authority, Concessionaire's compliance with the Pricing Policy. Concessionaire shall provide documentation to the Authority comparing the prices it charges at the Airport with the prices charged by the approved Street Price Benchmarks for like products to establish Concessionaire's compliance with the Pricing Policy. This pricing comparison data shall be provided for each Unit Location using the format provided by the Authority.

(ii) Twice per year, the Authority may require Concessionaire to perform a price comparison of items selected by the Authority. In the event it is determined that Concessionaire is not in compliance with the Pricing Policy, the Authority may assess liquidated damages per Article 12.

(iii) In addition, at any time, the Authority may survey or cause to be surveyed, prices being charged for goods or services offered by Concessionaire. The Authority shall have the right to monitor and test all of Concessionaire's goods and services prices by a contracted shopping service or Authority personnel. If the Authority concludes, based on the results of the survey, that any prices being charged by Concessionaire do not comply with the Pricing Policy, the Authority shall require Concessionaire to adjust prices to the permitted amounts. Concessionaire shall, within three business days of notice from the Authority, adjust any prices that the Authority determines to be inconsistent with the Pricing Policy. Failure to rectify any pricing discrepancies shall constitute a material breach and, in addition to the assessment of liquidated damages per Article 12 and all other available remedies, the Authority may terminate this Agreement.

10.9 Airport Employee Discount. Concessionaire shall offer, at a minimum, a 10% discount on all food, snacks, merchandise, and non-alcoholic beverages purchased by Airport employees that show an Airport identification badge.

10.10 Menu Standards for Unit Locations with Food and Beverage Services.

- (a) Concessionaire shall provide menus containing a listing of all menu items, excluding “Special Menu Items”, and the prices of all menu items including alcoholic and non-alcoholic beverages and pour sizes at all full-service Unit Locations.
- (b) Concessionaire shall provide contactless ordering options.
- (c) All carry-out menu items shall be represented on and germane to the restaurant’s menu.
- (d) Menu offerings shall be of high quality and offer good value to customers.
- (e) Menus shall include items to address dietary restrictions in a meaningful way, which shall include gluten-free, vegetarian, dairy-free, and vegan options at a minimum. Such menu items shall be specific to each concept rather than providing the same offerings at all concepts.
- (f) Portion-appropriate menu items for children shall be available.
- (g) Portion size shall support good health.
- (h) Local agricultural and food products shall be used when available.
- (i) Courtesy tap water shall be available to the public.

10.11 Operating Hours.

(a) Hours of Operation.

(1) Concessionaire shall ensure that the Leased Premises are open for business without interruption during the Hours of Concession Operation, providing all goods and services required by this Agreement.

(2) Each concession must be open for business every day of year, without exception. Concessions shall open at least 90 minutes before the first commercial flight departure from the Air Terminal. Airside concessions shall remain open until the last flight departs. Landside concessions shall remain open until the last flight arrives. Current flight schedules can be found on the Authority website: <http://www.hollywoodburbankairport.com/flight-information/>.

(3) The Authority may, in its sole discretion, require the Hours of Concession Operation to change during the Concession Period. Concessionaire shall operate the Leased Premises as required which, if requested by the Authority, may be 24 hours per day.

(b) Extension of Hours of Operation. In the event of emergencies, delayed flights, flight diversions, and flight disruptions (weather event), Concessionaire shall remain continuously open and provide all goods and services as required by this Agreement beyond the then current hours of operation until the delayed flight departs the gate or other irregular operation ends as instructed by the Authority.



(c) Failure to Open. Failing to open for business within 15 minutes of the required opening time, closing early, or continually operating the Leased Premises not in accordance with the hours of operation shall constitute a violation of this Section and grounds for the Authority to assess liquidated damages per Article 12.

(d) Posted Hours of Operation. Concessionaire shall prominently post the hours of operation for the Leased Premises in a format approved by the Authority.

10.12 Reserved.

10.13 Store Personnel and Employees.

(a) Staffing.

(1) Concessionaire shall hire, train, supervise, and deploy a sufficient number of personnel to service customers in a timely and efficient manner at all Hours of Concession Operation and to perform this Agreement.

(2) All customers shall receive prompt, attentive, and courteous service. Processing of customer purchases, returns, and exchanges shall be prompt. Receipts shall be properly itemized; precisely reflect the actual sale of products; present individual prices, totals and taxes, if any; and include the date, time and location of the transaction. If the customer service standards set forth in this Section are not being met, the Authority may require Concessionaire to add additional personnel. Concessionaire shall adjust personnel levels in accordance with peak travel times, including spring break, holidays, conventions, and events.

(b) General Manager.

(1) Concessionaire shall appoint a General Manager to oversee and manage the performance of the Leased Premises and represent and act on behalf of Concessionaire. The General Manager shall have full authorization to make day-to-day business decisions on behalf of Concessionaire with respect to the Leased Premises including authorization to control the conduct and demeanor of Concessionaire's personnel. The General Manager shall represent Concessionaire in dealings with the Authority and shall coordinate all concession activities with the Authority. The General Manager shall be located onsite at the Airport and shall be available during the Authority's regular business hours. The General Manager shall designate a qualified, competent, and experienced subordinate to be in charge and available during his/her absence during Concessionaire's regular operating hours.

(2) Should managers or employees of Concessionaire engage in improper or illegal acts at the Airport or violate the Airport Rules and Regulations or this Agreement, Concessionaire shall take appropriate disciplinary action, including written reprimands, fines, and discharge. Concessionaire shall notify the Authority in writing of any change in management within 24 hours.

(3) Concessionaire shall provide the Authority a list of managers and corporate representatives and their telephone numbers and e-mail address, for emergency purposes.

(c) Additional Personnel Requirements. Concessionaire shall ensure that its personnel conform to the following minimum applicable rules and procedures:

(1) All employees shall be clean, neat, professional, courteous, appropriately and professionally attired, and wear the Airport's identification security badge at all times.

(2) All employees shall give directions and general assistance to the public.

(d) Authority's Right to Object. The Authority shall have the right to object to the demeanor, conduct, and appearance of any personnel of Concessionaire or any of its invitees or those doing business with it. Immediately upon notice of objection by the Authority, Concessionaire shall take all steps necessary to remedy the cause of the objection.

10.14 Delivery of Goods. Concessionaire shall make all deliveries of money, supplies, goods, products, and food and beverage items in such manner as to not interfere with Airport operations. Emergency deliveries may be made at other times subject to prior arrangements with the Authority.

#### 10.15 Receiving Dock.

(a) Subsequent to the execution of this Agreement, the Authority may establish a CRDC to provide logistics services for Concessionaire and other persons.

(b) In connection with the implementation of such program, the Authority may contract with a third party to operate the CRDC and provide receiving, distribution, delivery, returns, and food recovery services to the Airport ("CRDC Operator"). Expenses affiliated with the CRDC Operator shall be paid by the Authority and an allocable share of the Authority Logistics Costs shall be passed through to Concessionaire as Additional Rent pursuant to Section 5.3.

(c) Upon institution of a CRDC:

(1) All deliveries of supplies, materials, inventory or merchandise, and products required to support the operations of Concessionaire shall be made to the CRDC.

(2) No deliveries of any items shall be made by any persons or entities directly to the Airport Terminal without the prior written authorization of the Executive Director, and the Executive Director shall have the right to revoke any such authorization at any time and for any reason.

(3) Following notice of all shipments for all items received at the dock area, Concessionaire shall be responsible, at its sole expense, for promptly transporting such items from the dock area to storage or the Leased Premises unless additional delivery services are established as part of the new logistics procedures.

(4) Equipment to be utilized, methods of operation, and employment of personnel shall be at the sole determination of the Authority as they relate to the transporting of

supplies, materials, inventory or merchandise, and products in the Airport Terminal and at the Airport and shall be in compliance with applicable laws and the Airport Rules and Regulations.

(5) The dock area controlled by the Authority may be located within the airfield of the Airport and may be subject to post-security regulations. Delivery vehicles may have to be escorted to the dock by authorized service personnel and vehicles. The Authority shall have the right to establish rules and regulations with respect to such deliveries including:

(a) Restrictions on delivery times (days and hours), staging areas for delivery vehicles (if any), and the time period in which any vehicle may remain in the dock area or CRDC.

(b) Methods of delivering supplies, materials, inventory or merchandise, and products from the dock area to storage and/or the Leased Premises, such as pallet or plastic wrap requirements.

(c) Delivery vehicle escort guidelines, rules, instructions, and training.

(d) Concessionaire acknowledges that the Authority will not be responsible for and will have no liability related to the operation of (or the failure to operate) the CRDC or related services. Concessionaire waives all claims against the Authority for operation (or failure to operate) of the CRDC, including lost profits, consequential damages, or any other losses or damages whatsoever.

(e) Subject to the Authority's prior approval, the CRDC Operator may establish rules and procedures regarding the operations of the CRDC and the services provided at the Airport, including CRDC operating hours, scheduling and acceptance of Concessionaire's deliveries to the CRDC, scheduling and place of deliveries to the Airport Terminal, and transportation of goods and related equipment such as pallets, storage bins, and racks in and between the Airport Terminal and the CRDC. Concessionaire shall conform to the CRDC rules and procedures as they may be modified from time to time. Upon implementation of a CRDC, the Authority may discontinue all direct deliveries to the Airport Terminal.

10.16 Transporting Goods. Concessionaire shall use only carts or conveyances approved by the Authority for transporting goods that are sealed, leak-proof, and equipped with pneumatic wheels suitable for operating on carpet or other flooring without creating damage and noise pollution.

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

#### 10.18 Point of Sale System.

(a) Concessionaire shall install a POS system to accurately record all business transactions occurring in each concession location for accounting, reporting, and auditing purposes as set forth herein.

(b) POS systems used at the Airport shall have the following features:

(1) Multiple segregated category addresses to allow for accurate and complete reporting of Gross Receipts by various goods and services categories.

(2) The capability of recording transactions by sequential control number to an audit tape or computer file.

(3) The capability of recording any discounts that are applied to a transaction.

(4) The capability of printing a transaction history to tape or computer file by category of goods or services, time of day, day, month, and year by category.

(5) The capability of printing customer receipts showing the transaction amount, the amount tendered, the amount of change due to the customer, and the time, date, and location of the transaction. Additionally, the customer receipt shall show Concessionaire's contact information including name, phone number and e-mail address for any customer concerns, complaints, or questions.

(6) A fee display of sufficient size and legibility that is placed in a location visible to the customer during a transaction.

(7) A secure transaction audit tape or ASCII transaction file on a removable storage device.

(c) Concessionaire shall submit data pertaining to sales and refunds, the number and the average value of transactions, and such other POS information as the Authority may request within 60 days. To the extent that the Authority requests continual access to POS data, the type of data and frequency of sharing shall be mutually agreed upon by the parties. The Authority shall not be obligated to pay the cost of, or furnish Concessionaire with, the technology, equipment, software, or systems necessary for the implementation of the POS system.

#### 10.19 Payment Options; Cash Handling and Credit Card Requirements.

(a) Concessionaire shall provide contactless payment options and implement technology to offer non-printed and paperless receipts.

(b) Concessionaire shall observe cash-handling and record-handling procedures in accordance with accounting and financial control best practices and to provide timely and accurate reports to the Authority. The Authority may at any time request a copy of these

procedures. The Authority shall have the right to monitor and test all of Concessionaire's procedures and controls and require Concessionaire to make changes to its procedures.

(c) Concessionaire shall comply with the then-current Payment Card Industry Data Security Standard requirements. Additionally, as payment by customer to Concessionaire for products and services, Concessionaire shall accept cash, airline vouchers, debit cards, and at least three nationally recognized credit cards (including American Express, MasterCard, VISA, Discover), and such other cards as designated by the Authority. Concessionaire shall accept cash as payment for any customer transaction at any location within the Leased Premises unless the concession operated is a local, national, or regional brand that does not accept cash at its off-airport locations. Further, the Authority requires the implementation of expedited and contactless payment options, which may include MasterCard PayPass®, Apple Pay, and Google Pay to ensure prompt and efficient customer service. Self-pay and kiosk technology may also be implemented as approved by the Authority to enhance customer processing speed. No minimum credit or debit card purchase amount or charge for credit or debit card purchases is allowed.

(d) Concessionaire shall participate in all advertised sales or promotions, by whatever media outlet, conducted by its parent corporation, its franchisor, licensor, or its selected operating brands.

(e) Concessionaire must make every reasonable effort to ensure that all corporate advertisements that list multiple locations list the Airport as a participating location of the promotion or sale. In the event that participation in a sale or promotion harms Concessionaire, Concessionaire may request, in advance of the sale or promotion, in writing to the Authority to be exempted from participation. In the event that the Authority determines an advertised sale or promotion is harmful or will have a negative impact on the Airport, the Authority may prohibit Concessionaire from participating in the advertised sale or promotion. Once the Authority has made the determination that an advertised sale or promotion is harmful to the Airport, it will notify Concessionaire in writing, and Concessionaire will have 24 hours to remove any advertisements for the sale or promotion from the Leased Premises.

10.20 Customer Service Complaints. All customer complaints referred to Concessionaire by the Authority shall be responded to by Concessionaire within 48 hours of notice. A written copy of Concessionaire's response shall be delivered to the Authority within the 48-hour period.

10.21 Health and Safety Standards.

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



(b) Concessionaire's General Manager and/or designated key employee shall remain with the inspector during the inspection visit to the Leased Premises and correct issues immediately, if applicable. Any issues not corrected immediately, shall be corrected prior to inspector's follow-up inspection date.

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

#### 10.22 Sustainability.

(a) For food service concessions, all carry-out menu items shall be represented on, and germane to, the restaurant's menu and must be packaged in high-quality, easy-to-carry packaging that is environmentally conscious. All packaging and utensils for take-away items shall be compostable and easily carried and unpacked to consume food on an airplane.

(b) Retail concessions shall provide compostable consumer-facing packaging (except for pre-packaged items), and all customer bags shall be made from recyclable materials or able to be recycled.

(c) Concessionaire shall operate in a manner consistent with the Sustainability Program and participate in the Sustainability Program at its own expense.

#### 10.23 ACDBE.

(a) Concessionaire shall comply with the Authority's ACDBE Program, implemented under its Airport Concession Disadvantaged Business Enterprise Program Plan, as modified by the Authority from time to time.

(b) This Agreement is subject to the federal requirements of 49 C.F.R. Part 23 (Participation of Disadvantaged Business Enterprise in Airport Concessions). The Authority shall implement a monitoring and enforcement mechanism to ensure compliance with 49 C.F.R. Part 23 to ensure that work committed to ACDBEs at contract award is actually performed by the ACDBEs. This mechanism will provide for a running tally of actual ACDBE attainments (e.g. payments actually made to ACDBE firms), including a means of comparing these attainments to commitments. This will be accomplished by annual audits of all types of concession activities. As applicable, audits shall be performed of financial, operational, and certified payroll records including any other applicable documents maintained by Concessionaire. Audits shall be undertaken at Concessionaire's offices located at the Leased Premises or in an Airport Terminal conference room.

10.24 Concessionaire's Standards. At least 30 days before the start of the Concession Period, Concessionaire shall submit to the Authority the following (collectively, the "Concessionaire Operations Standards Packet"): standards, plans, and manuals for customer service, maintenance schedule, and operations. Concessionaire shall make revisions according to the Authority's reasonable requests. Upon approval by the Authority, the Concessionaire

Operations Standards Packet shall be attached to this Agreement as Exhibit H. Concessionaire shall promptly provide the most recent updates to the Concessionaire Operations Standards Packet upon the Authority's request at any time. Concessionaire shall ensure continuous adherence to the Concessionaire Operations Standards Packet, in addition to other standards set forth in this Agreement.

10.25 Smoking Restrictions. Concessionaire shall comply with the City of Burbank's ordinance regulating smoking in places patronized by the public.

10.26 Worker Retention Policy. Concessionaire shall comply with the Worker Retention Policy set forth in Exhibit J.

## **ARTICLE 11 MAINTENANCE**

### 11.1 General Responsibility to Maintain Leased Premises.

(a) Concessionaire shall, at its sole expense, ensure that the Leased Premises are operated in a first-class manner. Concessionaire shall be responsible for maintenance of the following parts of the Leased Premises: (i) ceilings, floors, interior walls, non-structural components of exterior walls, store fronts, windows, doors (including locks), plate glass, showcases, skylights, backflow devices and equipment entrances, and vestibules; and (ii) trade fixtures, furniture and other personal property.

(b) All maintenance, repairs, finishing, and replacements shall be of quality at least equal to the original in materials and workmanship. All work, including finishing colors, shall be subject to the prior written approval of the Authority after submittal of a Leasehold Improvement Application.

(c) Concessionaire shall not:

(1) Permit mechanical equipment to have any unreasonable vibration or noise or operate at less than good working order and condition.

(2) Commit or permit waste or a nuisance upon the Leased Premises.

(3) Permit or cause foul odors to emanate or be dispelled from the Leased Premises.

(4) Solicit business in the Public Areas, nor distribute advertising matter to, in, or upon any Public Areas, without the prior written consent of the Authority.

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

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

- (7) Install any public address or paging system on the Leased Premises.
- (8) Operate any vending machines on the Leased Premises that have not received prior approval from the Authority.
- (9) Install any additional locks or security systems of any kind or type on doors or windows without the prior written consent of the Authority.
- (10) Use the Leased Premises for lodging or sleeping purposes or to perform personal hygiene activities.
- (11) Perform or permit to be done anything that may interfere with the effectiveness or accessibility of fire doors, or elevators in or adjacent to the Leased Premises, including lines, pipes, wires, conduits, and equipment connected or appurtenant thereto.
- (12) Hinder police, firefighters, or other emergency personnel in the discharge of their duties.

(d) Upon request by the Authority, Concessionaire shall provide the Authority a written schedule of Concessionaire's cleaning and maintenance program. No less than 30 days prior to the Concession Period, Concessionaire shall establish a preventive and routine cleaning and maintenance program.

11.2 Janitorial Service. Concessionaire, at its sole expense, shall provide all janitorial services for the Leased Premises. Concessionaire shall ensure that the Leased Premises are kept clean and free from all rubbish and refuse. For Pkg #1 of the Leased Premises only, for food hall janitorial services spaces contracted by the Authority, Concessionaire shall pay its allocable share of such cost as Additional Rent, within 30 days of the Authority's invoice.

11.3 Pest Control. The Authority may contract with a third party for pest control services for the Airport Terminal, inclusive of the Leased Premises. In such event, Concessionaire shall provide access to the Authority's contractor for such services. Concessionaire shall pay its allocable share of such cost as Additional Rent, within 30 days of the Authority's invoice. At any time that the Authority's contracted pest control services are in place, Concessionaire may contract for additional pest control services, at Concessionaire's sole expense but only if Concessionaire has obtained the Authority's prior written consent.

11.4 Plumbing and Drain Maintenance Program. Concessionaire, at its sole expense, shall provide routine plumbing services for the Leased Premises and shall hire a licensed contractor to perform monthly preventative drain maintenance. Concessionaire shall ensure that activities within the Leased Premises do not damage or harm the central water, plumbing, and sewer infrastructure at the Airport. Concessionaire shall properly maintain all water hook-ups within the Leased Premises. Concessionaire shall furnish the Authority with a copy of its plumbing contract, monthly service schedule, and monthly service reports, as directed by the Authority. Concessionaire shall coordinate with the Authority and other concessionaires to provide the most effective plumbing services for the Airport. Concessionaire shall coordinate and comply with the cleaning and routine maintenance recommendations of the Authority.

11.5 Grease Traps and Grease Interceptors.

(a) Concessionaire, at its sole expense, shall have a certified contractor clean and remove all grease within the grease traps and grease interceptors at a minimum of one time per month. Proof of cleaning shall be submitted to the Authority within 48 hours of cleaning.

(b) The Authority may elect to increase the frequency with which the grease traps and grease interceptors are to be cleaned based on Concessionaire's operation.

11.6 Kitchen Exhaust Hoods. Concessionaire, at its sole expense, shall have a certified contractor clean the kitchen exhaust hoods at a minimum of at least one time per month. Proof of cleaning shall be submitted to the Authority within 48 hours of cleaning. Baffle kitchen filters shall be cleaned daily by Concessionaire and baffle kitchen filter cleaning shall be incorporated on Concessionaire's daily checklist.

11.7 Used Cooking Oil Collection and Disposal. Concessionaire shall collect and dispose of used cooking oil, including participation in any used cooking oil collection program mandated by the Authority. Concessionaire shall provide the following:

- (a) An upright grease caddy.
- (b) Regular cleaning of the grease caddy.
- (c) Storage of grease caddy within the Leased Premises.

11.8 Ansul Fire Suppression Systems.

(a) Concessionaire, at its sole expense, shall have a certified contractor inspect the Ansul Fire Suppression System every six months. Verification of this service completion shall be sent to the Authority within 48 hours of inspection.

(b) Concessionaire shall allow quarterly and post-incident inspections conducted by the Airport and City of Burbank Fire Departments. Concessionaire shall comply with all California Fire Codes and National Fire Protection Association regulations. Additionally, Concessionaire shall rectify code violations by re- inspection dates set by the Authority's Fire Inspector.

11.9 Water Use. Concessionaire, at its sole expense, shall maintain and service all water heaters within the Leased Premises. Water use in the Leased Premises shall be metered at Concessionaire's sole expense as stated in the CTDCM.

11.10 Trash, Waste, and Refuse. Concessionaire, at its sole expense, shall comply with any Airport-wide waste diversion programs, including recycling and composting programs. Concessionaire shall take appropriate action in the handling of waste materials to prevent the presence of rodents and other vermin. Concessionaire shall keep all garbage materials in durable, fly-proof and rodent-proof, fireproof containers that are easily cleaned. The containers shall have tight-fitting lids, doors, or covers, and shall be kept tightly covered when material is not being deposited in them. Concessionaire shall clean the containers daily to prevent odors. Concessionaire

shall not allow boxes, cartons, barrels, or other similar items to remain within view of Public Areas. Concessionaire shall not deposit any of its trash or other refuse in any containers except those designated for Concessionaire's trash.

11.11 Lighting. Concessionaire, at its sole expense, shall install and maintain all lighting fixtures and wiring for general illumination of the Leased Premises, including the bulbs and ballast. Concessionaire shall ensure that activities within the Leased Premises do not damage or harm the central electricity infrastructure at the Airport. Concessionaire shall coordinate and comply with the cleaning and routine maintenance requirements of the Authority.

11.12 Electricity Meter. Electric use in the Leased Premises shall be metered at Concessionaire's sole expense as stated in the CTDCM. Concessionaire shall ensure that activities within the Leased Premises do not damage or harm the central electricity infrastructure at the Airport. In the event a meter cannot be accommodated in a concession location, the Authority shall prepare a monetary estimate for such location of annual utility consumption, which shall be payable monthly and adjusted from time to time by the Authority based on increases in utility rates.

11.13 HVAC. The Authority, at its sole expense, shall install and maintain any ductwork and other HVAC connections to the Leased Premises. Concessionaire shall properly maintain the ductwork and other connections within the Leased Premises as stated in the CTDCM. Concessionaire shall ensure that activities within the Leased Premises do not damage or harm the central HVAC infrastructure at the Airport. Concessionaire shall coordinate and comply with the cleaning and routine maintenance recommendations of the Authority.

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

11.15 Routine Refurbishment. On or about the commencement of each Fiscal Year, representatives of the parties shall tour the Leased Premises and jointly agree upon what, if any, routine refurbishment is required to maintain the Leased Premises in first class condition. Concessionaire shall undertake such refurbishment at its sole expense no later than 30 days after such tour and complete such refurbishment within the timeframe set by the Authority based on the extent of the work to be accomplished. If the parties cannot agree upon the type and extent of routine refurbishment, the Authority may determine the routine refurbishment required for that Fiscal Year. For purposes of this Section, routine refurbishment shall mean the routine repainting,



repair, or redecoration of areas within the Leased Premises including the replacement or repair of worn carpet, tile, furniture, furnishings, fixtures, or finishes.

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

11.17 Frequency Protection. If Concessionaire installs, in accordance with the CTDCM and with the Authority's approval, any type of radio transceiver or other wireless communications equipment, Concessionaire shall provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the FAA for the vicinity of FAA Transmitter or Receiver facilities. Frequency protection shall also be provided for all other frequency bands operating in the vicinity of Concessionaire's equipment. If frequency interference occurs as a result of Concessionaire's installation, the Authority may shut down Concessionaire's installation until appropriate remedies to the frequency interference are made by Concessionaire. Remedies may include relocation of Concessionaire's equipment to another site. The cost to remedy the frequency interference shall be solely at Concessionaire's expense. Concessionaire acknowledges that any paging or audio systems installed by Concessionaire may be used by the Authority to announce any notification or emergency at the Airport. The Authority shall not be liable to Concessionaire for any use of the paging or audio systems installed by Concessionaire.

11.18 Additional Requirements.

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

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

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

11.19 Authority's Responsibility.

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

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

**ARTICLE 12**  
**LIQUIDATED DAMAGES FOR CONFORMANCE TO STANDARDS**  
**AND OTHER FAILURE TO PERFORM**

12.1 General.

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

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

(c) Payment of liquidated damages shall be due within 15 days of assessment.

## 12.2 No Grace Period for Certain Violations.

(a) For a violation of a requirement regarding hours of operation, construction, health and safety, delivery and vendor access infractions, the Authority may assess liquidated damages without providing any cure period.

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

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

## 12.3 Liquidated Damages Amounts.

(a) For each Unit Location, the Authority may assess \$1,000 per day that Concessionaire fails to complete the Initial Improvements by the Build-Out Deadline until Concessionaire has completed the Initial Improvements (“Construction Delay Damages”).

(b) For each Unit Location, the Authority may assess \$500 per day that Concessionaire fails to complete the Midterm Refurbishment by the applicable deadline until Substantial Completion is reached.

(c) For all other violations:

(1) The liquidated damages for the first violation of a requirement during a consecutive 12-month period shall be \$500.

(2) The liquidated damages for the second violation of the same requirement during any consecutive 12-month period shall be \$750.

(3) The liquidated damages for the third violation of the same requirement during any consecutive 12-month period shall be \$1,000. Thereafter, the liquidated damages for a violation of the same requirement within 12 months of the immediately prior offense shall be \$1,000 per instance.

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

(e) For any failure to submit the Annual Rent Report for a Fiscal Year by the applicable deadline, the Authority may, in addition to subsection (c), assess an amount up to 5% of the MAG for such Fiscal Year.

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

- (a) Violation of use of Leased Premises.
- (b) Failure to serve customers during the Hours of Concession Operation.
- (c) Failure to submit Rent, documents, or reports when due.
- (d) Failure to maintain competent, qualified, and trained staff of sufficient quantity to support customer service and quality standards.
- (e) Failure to remedy customer service, cleanliness, quality assurance, operations, and/or facility standards.
- (f) Failure to comply with the Pricing Policy.
- (g) Failure to label products with prices, nutrition information required by law, and other commonly accepted practices.
- (h) Failure to comply with Leased Premises boundaries and lease lines.
- (i) Failure to comply with receiving and delivery requirements set by the Authority.
- (j) Failure to comply with waste disposal and recycling policies and standards set by the Authority.
- (k) Failure to provide maintenance, and adequate related records on a monthly basis and/or display manifest reports on file in each location.
- (l) Unauthorized advertising or signage
- (m) Destruction of or damage to the Airport caused by Concessionaire or Concessionaire Agents.
- (n) Failure to provide timely notice in connection with an indemnification event pursuant to Article 22.
- (o) Failure to comply with applicable law.

### **ARTICLE 13 DEFAULT EVENTS; REMEDIES**

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

- (a) (i) The voluntary or involuntary appointment of a receiver, trustee or liquidator to take possession of all or substantially all of the assets of Concessionaire when such appointment is not dismissed, terminated or vacated in 30 days; or (ii) a general assignment by Concessionaire for the benefit or protection of creditors; or (iii) Concessionaire’s admission of its inability to pay its debts as they become due; or (iv) any action taken against or suffered by Concessionaire under any statute relating to insolvency, bankruptcy, reorganization, arrangement,

composition, liquidation, dissolution or other relief for debtors; unless, in the case of an involuntary petition filed against Concessionaire to have Concessionaire adjudged a bankrupt or for reorganization or arrangement, the petition is dismissed within 30 days.

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

(c) An attempted or purported assignment, sublease, transfer, conveyance, mortgage, grant of security interest, hypothecation or other encumbrance of all or any part of Concessionaire's rights or interests under this Agreement or in the Leased Premises, except as expressly permitted by this Agreement.

(d) Concessionaire abandons, deserts, or vacates any part of the Leased Premises or discontinues operation of a Unit Location without the prior written consent of the Authority for a period of five or more days during any period of 12 consecutive months.

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

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

(g) Failure by Concessionaire to pay, when due, any Rent (including Space Rent and any other amounts under this Agreement), where such failure continues for 15 days after notice (any such notice provided in this Section shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure Section 1161).

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

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

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

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



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

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

(2) The worth at the time of termination of the Space Rent (defined in Section 13.2(d) below) which would have accrued under this Agreement from the date of termination until the Expiration Date less the worth at the time of termination of the amount of such Rent less that Concessionaire proves could have been reasonably avoided; and

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

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

(c) If the Authority terminates this Agreement pursuant to Section 13.2(a), unless and until removed in accordance with Section 17.1, the Authority may take exclusive possession of all of Concessionaire's fixtures, furniture, equipment, improvements, additions, alterations and other personal property on the Leased Premises or other areas of the Airport, and to use the same, without rent or charge, until all defaults are cured, or, at its option, to require Concessionaire to forthwith remove to same.

(d) For computing "worth at the time of termination of the Space Rent" referred to in Section 13.2(a)(2), the annual Space Rent shall be assumed to be the greater of: (i) the then current MAG, or (ii) the average Space Rent for the immediately preceding two full Fiscal Years, and the "worth at the time of termination" shall be computed by discounting such amount at one percentage point above the discount rate of the Federal Reserve Bank of San Francisco at the time of termination.

### 13.3 Waiver by Concessionaire.

(a) In the event of the lawful exercise by the Authority of any one or more of its rights and remedies, Concessionaire waives any and all rights of redemption or relief from forfeiture under Code of Civil Procedure Section 1174 or 1179, or under any other laws, and further releases the Authority from any and all claims, demands and liabilities by reason of such exercise by the Authority.

(b) Concessionaire waives all claims and demands against the Authority for damages or loss arising out of or in connection with any re-entering and taking possession of the Premises following a Default Event.

(c) Except as shall arise out of the sole active negligence or the sole willful misconduct of the Authority, Concessionaire waives any and all claims or causes of action against the Authority, its officers, employees and agents:

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

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

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

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

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

13.7 Default by the Authority. The Authority shall not be deemed to be in default in the performance of any obligation unless and until it has failed to perform such obligation within 60 days following the delivery by Concessionaire of written notice specifying the obligation the Authority has failed to perform; provided, however, in the event that the nature of the Authority's obligation is such that more than 60 days are required for its performance, the Authority shall not be deemed to be in default if it shall commence such performance within such 60 day period and thereafter diligently prosecutes the same to completion. In the event of the Authority's default under this Agreement, subject to the notice and cure provisions described above in this Section, Concessionaire's sole remedy shall be to terminate this Agreement and recover an amount up to the Net Book Value of Leasehold Improvements less any Rent then accrued and due, with no further obligation or liability by any either party.

## **ARTICLE 14 DAMAGE AND DESTRUCTION**

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

(a) This Agreement shall not terminate, and Concessionaire shall commence and complete, as soon as is reasonably possible, at its sole expense the repair or restoration of the Leased Premises, to substantially the same or better condition as they were in immediately before the destruction, injury, damage or loss.

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

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

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

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

(c) Concessionaire shall continue to pay, except as otherwise provided in this Article, Space Rent and all Additional Rent, and shall perform any other obligations which

Concessionaire is required to perform (except for those obligations that are not feasible to be performed during any period of repair or restoration caused by total or partial destruction of the Leased Premises).

#### 14.3 Authority's Election to Terminate.

(a) In the event the Leased Premises is damaged or destroyed, whether by insured or uninsured casualty, and the repair or restoration of the damage or destruction cannot be repaired or restored within six months after the date of such damage or destruction, the Authority may terminate this Agreement. The Authority may, at its option, within 30 days after the date of such destruction event give notice of Authority's intention to terminate this Agreement as of the date of the destruction event.

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

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

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

14.4 Concessionaire's Election to Terminate. With respect to a Leased Unit Location, if damage to or destruction of more than 50% of the Leased Unit Location, which damage or destruction cannot be reasonably repaired or restored within six months after the date of commencement of the repair or restoration, Concessionaire may terminate this Agreement with such Leased Unit Location only if all of the following conditions are met:

(a) The Leased Unit Location is damaged or destroyed by any casualty not covered under an insurance policy required to be maintained by Concessionaire pursuant to this Agreement.

(b) The damage to or destruction of the Leased Unit Location was not caused by any act or omission of Concessionaire, Concessionaire's agents, contractors or employees, or subtenants.

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

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

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

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

(a) The Authority shall determine, in the Authority's sole discretion, whether to repair any damage to any areas or facilities of the Airport other than the Leased Premises.

(b) If that portion of the area of the Airport adjacent to the Leased Premises is damaged, and ingress to and egress from the Leased Premises is totally or substantially prevented, or the Authority cannot complete the repair or restoration within six months after the commencement date of repair or restoration, the Authority may repair or restore the damage or give Concessionaire notice of the Authority's intention to terminate this Agreement.

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

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

14.8 Waiver by Concessionaire. Concessionaire waives the provisions of Civil Code Sections 1932, 1933, and 1941 through 1942, inclusive, and of any law that is contrary to the obligations of Concessionaire under this Section or that relieves Concessionaire from such obligations, or that places upon Authority obligations to repair or restore the Leased Premises.



Under no circumstances shall Authority have any obligation to repair or replace any damaged or destroyed portion of the Leased Premises, except as may be expressly provided in this Agreement.

## **ARTICLE 15 CONDEMNATION**

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

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

15.3 Termination on Total Condemnation. If the Leased Premises are totally taken by condemnation, this Agreement shall terminate as of the date that title to the Leased Premises is taken by the condemnor.

15.4 Termination on Partial Condemnation.

(a) If there is a partial taking of the Leased Premises, this Agreement shall continue in full force and effect, except as may be terminated (or partially terminated) pursuant to this Section.

(b) With respect to any Unit Location, if the partial taking results in the loss of one-third or more of the total area of the Unit Location, and the Authority (at the Authority’s discretion) does not offer a replacement location at the Airport Terminal of comparable size to (or larger than) to the Unit Location (based on the square footage before such taking), then Concessionaire may terminate the Agreement with respect to such Unit Location. If Concessionaire elects to terminate, it shall provide written notice to Authority within 30 days of the final determination of the extent of the intended taking.

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

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

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

**ARTICLE 16**  
**RELOCATION OF LEASED PREMISES; TERMINATION FOR CONVENIENCE**

16.1 Performance. In the event that Concessionaire either (a) experiences a decrease in its sales per Enplanement of more than 20% for the Leased Premises (as a whole), or more than 20% at a Unit Location, for two quarters in any consecutive 12-month period, (b) loses the franchise contract rights under which the concession for the Leased Premises, or a Unit Location, was operated, (c) loses licensing contract rights that affect 20% or more of the annual Gross Receipts for the Leased Premises, or a Unit Location, was operated, or (d) experiences a decline in Gross Receipts for the Leased Premises, or at a Unit Location, for two consecutive years without a corresponding decrease in the number of Enplanements for the same two-year period, the Authority may initiate a discussion with Concessionaire about termination of this Agreement with respect to the Leased Premises or the subject Leased Unit Location. Upon consensus of the parties, a termination agreement shall be executed under which the Authority shall agree to remarket the subject Unit Location(s) and Concessionaire shall agree to terminate the Agreement with respect to, and vacate, each affected Unit Location if and when a new tenant agreement therefor is executed and the new tenant design is approved by the Authority. The related termination agreement will include a provision for payment to Concessionaire of an amount equal to the Net Book Value of Leasehold Improvements of the terminated Unit Location, due no later than 60 days after the termination date. This provision is in addition to, and does not override, the Authority's right under Section 2.5(c).

16.2 Authority Election to Terminate, Reduce or Relocate. If at any time the Authority determines that the Leased Premises (or any portion thereof) are necessary for the operation or convenience of the Airport, the Authority may require Concessionaire to close, reduce or relocate (to a location designated by the Authority) the Leased Premises, or any discrete portion thereof pursuant to this Section. In such event:

(a) If the Authority elects to terminate this Agreement with respect to the entire Leased Premises, the Authority shall notify Concessionaire of this election at least 120 days before the date of termination. In such case, the Authority shall pay to Concessionaire an amount equal to the Net Book Value of Leasehold Improvements of the Leased Premises, due on no later than 60 days after the termination date.

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

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

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

(e) If Concessionaire rejects the relocation offer, or if the parties are unable to reach agreement regarding relocation cost (and if no related agreement is executed by the 20th day before the proposed date of relocation, it shall be conclusive proof that the parties cannot reach agreement), the Authority may elect to terminate this Agreement with respect to the portion of the Leased Premises to be deleted. In that case, the Authority shall pay to Concessionaire an amount equal to the Net Book Value of Leasehold Improvements applicable to the deleted portion of the Leased Premises.

(f) None of the foregoing shall impede Authority's right or the Airport Police's exercise of power to require Concessionaire to vacate any portion of the Leased Premises to protect security at the Airport, for public health and safety reasons, or if otherwise required by law, or the Authority's right to exercise remedies upon a Default Event. In case of a Default Event, Article 13 shall govern.

16.3 Net Book Value of Leasehold Improvements. "Net Book Value of Leasehold Improvements" shall mean the dollar amount generated through application of the following rules (provided, if the relevant Agreement provision calls for a calculation of the "Net Book Value of Leasehold Improvement" of only a portion of the Leased Premises, then in each instance below in this Section, "Leased Premises" shall be read as "the relevant portion of the Leased Premises"):

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

(b) Cost of Eligible Improvements. The "Costs of Eligible Improvements" shall mean the direct costs expended by Concessionaire for any Eligible Improvements, including the cost for the demolition of any existing improvements necessary for the installation of such Eligible Improvements. The Costs of Eligible Improvements shall not include any of the Excluded Costs. The Costs of Eligible Improvements shall be determined from Certified Capital Investment Reports timely submitted by Concessionaire or any Authority consent, which information is subject to verification by the Authority. "Excluded Costs" shall mean the following: (i) financing costs; (ii) interest; (iii) inventory; (iv) office equipment and furnishings; (v) pre-opening expenses; (vi) intra-Concessionaire charges related to construction; (vii) with respect to Initial Improvements, professional fees and costs related to design and engineering of Eligible Improvements in excess of 12% of the Initial Capital Investment Amount and construction management costs for the Eligible Improvements in excess of 5% of the Initial Capital Investment Amount; and (viii) with respect to Midterm Refurbishment, professional fees and costs related to the design and engineering of Leasehold Improvements in excess of 12% of the minimum Midterm

Reinvestment and construction management of Leasehold Improvements in excess of 5% of the minimum Midterm Reinvestment.

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

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

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

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

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

(d) Concessionaire shall either:

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

(2) Continue to perform under this Agreement in all respects (including the payment of Rent) until such time as the Authority has entered into one or more agreements with a new concessionaires (provided that, during this period, any time the Authority enters into an agreement with a concessionaire for one of the Unit Locations, such Unit Location shall be deleted from the definition of “Leased Premises” under this Agreement and Concessionaire’s obligations hereunder shall be adjusted accordingly).

**ARTICLE 17**  
**SURRENDER OF LEASED PREMISES; HOLDOVER**

17.1 Surrender of Leased Premises upon Termination.

(a) No notice to quit possession on the termination date of this Agreement shall be given by the Authority. On the Expiration Date or date of earlier termination of this Agreement, Concessionaire shall peaceably surrender possession of the Leased Premises in good condition (reasonable wear and tear, acts of God, fire, and other casualties excepted) and the Authority shall have the right to take possession. Concessionaire shall remove trade fixtures, equipment, and other personal property installed or placed by it in, on, or about the Airport by the Expiration Date (or any earlier termination), subject, however, to any valid lien that the Authority may have for unpaid rents or fees. Removal of Leasehold Improvements shall also be subject to the provisions of Sections of 19.13 and 19.14. Concessionaire shall peaceably with due care not abandon any of its property on the Leased Premises. Property not removed by Concessionaire as of the Expiration Date (or any earlier termination) shall, at the option of the Authority, become a part of the land on which it is located and title shall vest in the Authority. Authority property damaged by or as the result of the removal of Concessionaire's property shall be restored by Concessionaire, at Concessionaire's expense, to the condition existing prior to such damage.

(b) Upon the termination of this Agreement with respect to only a portion, but not all, of the Leased Premises pursuant to this Agreement or any other reason, Concessionaire shall peaceably surrender possession of such portion of the Leased Premises in good condition (reasonable wear and tear, acts of God, fire, and other casualties excepted) and the Authority shall have the right to take possession. The provisions of subsection (a) above shall apply but, for clarification, each case of "Leased Premises" shall be read as the terminated portion of the Leased Premises. No notice to quit possession shall be given by the Authority.

17.2 Holdover after End of Concession Period.

(a) Any holding over after the end of the Concession Period shall not constitute a renewal or an extension or give Concessionaire any rights in or to the Leased Premises. If Concessionaire, with the Authority's written consent, remains in possession of the Leased Premises after the end of the Concession Period, such possession by Concessionaire shall be deemed a month-to-month tenancy terminable by either party on 30 days' notice. During such tenancy, all provisions of this Agreement pertaining to Concessionaire's obligations (including all Rent and any other amounts due) shall remain in effect, to the same extent as the Concession Period. Unless otherwise modified by the Authority in writing, the MAG shall continue to adjust annually.

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



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

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

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

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

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

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

### 17.3 Holdover after Termination of a Portion of Leased Premises.

(a) If this Agreement is terminated with respect to a portion of the Leased Premises ("Released Portion"), any holding over of the Released Portion shall not constitute a renewal or an extension or give Concessionaire any rights in or to the Released Portion. If Concessionaire, with the Authority's written consent, remains in possession of the Released Portion, such possession by Concessionaire shall be deemed a month-to-month tenancy terminable by either party on 30 days' notice. During such tenancy, all provisions of this Agreement pertaining to Concessionaire's obligations (including all Rent and any other amounts due) shall remain in effect, to the same extent as the Concession Period, for the Released Portion. Unless otherwise modified by the Authority in writing, the MAG shall continue to be calculated to include the Released Portion and accordingly continue to adjust annually.

(b) Any holding over, to which the Authority has not consented, shall be construed to be a tenancy at sufferance. With respect to such tenancy of the Released Portion, all provisions of this Agreement pertaining to Concessionaire's obligations shall remain in effect and applicable to the Released Portion to the same extent as the Concession Period, except as modified as follows. The Authority shall determine, based on a method of the Authority's choosing, the highest amount of Space Rent that was allocable to the Released Portion paid by Concessionaire during any month of this Agreement, and multiply that amount by two, to calculate the "Monthly Holdover Space Rent." In addition to all other amounts due under this Agreement, Concessionaire shall pay the Monthly Holdover Space Rent for the holdover of the Released Portion. Without limiting the foregoing and without affecting the Authority's rights with respect to the remaining Leased Premises under this Agreement:

(1) Concessionaire shall provide a 30-day notice of its intent to vacate the Released Portion or shall be subject to a fee equivalent to four months of the Monthly Holdover Space Rent per month during the holdover period.

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

(3) Concessionaire shall be responsible for payment of taxes relating to the Released Portion for the entire following tax year without proration and the Authority shall be entitled to evict Concessionaire from the Released Portion but may still collect Monthly Holdover Space Rent due by Concessionaire.

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

(5) All insurance policies and the Performance Guarantee shall remain in effect with respect to the Released Portion while Concessionaire is in possession of the Released Portion,

(c) Any holding over of the Released Portion without the Authority's written consent is a violation of this Agreement. Nothing in this Section shall not be construed to limit any of the Authority's rights and remedies.

## **ARTICLE 18 REQUIRED CAPITAL INVESTMENT; INITIAL CONSTRUCTION, MIDTERM REFURBISHMENT AND ALTERATIONS**

18.1 General. Concessionaire shall design and construct Leasehold Improvements in accordance with the Authority's, the County of Los Angeles', the City of Burbank's, and other applicable agencies' requirements for the purpose of conducting business with customers. Detailed design and construction standards are provided in the CTDCM. Design and construction of Leasehold Improvements shall substantially reflect the quality, finishes and function of design provided in the Proposal, unless approved by the Authority in its sole discretion. Concessionaire's construction of any Leasehold Improvements (whether Initial Improvements, Midterm Refurbishment, or Alterations) shall be subject to Article 19, in addition to the provisions of this Article.

18.2 CTDCM. All requirements of the CTDCM applicable to the Leased Premises and Concessionaire's design and construction activities at the Leased Premises are incorporated in, and made a part of this Agreement. Concessionaire shall comply with such requirements. Concessionaire's design and construction of the Leasehold Improvements shall meet or exceed the standards set forth in the CTDCM. Concessionaire shall expend funds necessary to meet or exceed the standards of the CTDCM, subject to the approval of the Design Review Committee.

18.3 Minimum Initial Capital Investment; Related Construction Deposit.

(a) For the Pre-Concession Period, Concessionaire shall make, construct, and install Leasehold Improvements (the “Initial Improvements”) pursuant to the Construction Plan, in an amount not less than \$9,791,159 Dollars (“Minimum Initial Capital Investment”) (including architectural and engineering fees; construction costs; mechanical, electrical and plumbing; signs; storefronts; furniture, fixtures and equipment; demolition necessary to accommodate the improvements; and other expenditures, but subject to parameters per Sections 18.7 and 16.3).

(b) Concessionaire shall submit a construction deposit, in the form of a cashier’s check, for the Initial Improvements before the issuance of the Notice to Proceed by the Authority and commencement of construction by Concessionaire’s contractor. The construction deposit will be used to compensate the Authority for damages incurred during construction caused by Concessionaire and/or Concessionaire’s contractor through its acts or omissions to act, as well as ensure Concessionaire’s compliance with the Authority’s project closeout requirements. Upon receipt of the required closeout documentation for the construction of any Leasehold Improvements, as outlined in the CTDCM, the remaining portion of the construction deposit will be refunded to Concessionaire. The Authority shall determine the amount of construction deposit required based on the estimated construction cost of the Leasehold Improvements up to a maximum deposit amount of \$50,000. This construction deposit is in addition to, and not in lieu of, payment bond and performance bond requirements.

#### 18.4 Deadline to Complete Initial Improvements.

(a) Upon the Authority’s issuance of a Notice to Proceed on the Turnover Date, Concessionaire shall commence construction on the Initial Improvements and diligently proceed with construction to complete the Initial Improvements by the Build-out Deadline.

(b) In the event that Concessionaire has not completed the Initial Improvements by the Build-Out Deadline for a location, Concessionaire shall be liable for Construction Delay Damages, in addition to (and not in lieu of) any other rights or remedies the Authority may have.

(c) In addition, if Concessionaire has not completed the Initial Improvements and begun operation by the RPT Opening Date, Concessionaire shall start paying Rent, including Space Rent. In such event, for the Space Rent of any month during which concession operation has not begun, in lieu of using Gross Receipts to calculate “Percentage Rent,” the parties shall use an assumed “Percentage Rent” equal to one-twelfth of the MAG for the First Full Fiscal Year.

#### 18.5 Schedule for Midterm Refurbishment.

(a) No later than 120 days before the fifth anniversary of the RPT Opening Date, the Authority shall conduct a Midterm Refurbishment inspection in cooperation with Concessionaire to identify upgrades and refurbishments required to return the Leased Premises to a “like new” condition, in a manner acceptable to the Authority. The Midterm Refurbishment shall be of quality equal to or better than the Initial Improvements and shall be subject to review and approval by the Authority. The Midterm Refurbishment is in addition to, and not in lieu of, for regular maintenance and repair requirements pursuant to other provisions of this Agreement.

(b) The Midterm Refurbishment shall be completed by the sixth anniversary of the RPT Opening Date, unless otherwise agreed upon by the Authority and Concessionaire.

Failure to complete the Midterm Refurbishment by such deadline may result in an assessment of liquidated damages.

18.6 Required Midterm Refurbishment Investment Amount. For the Midterm Refurbishment, Concessionaire shall invest a minimum of 15% of the Initial Investment Amount (as certified by the Authority at the completion of the Initial Improvements); provided that in no event shall the Midterm Refurbishment investment amount be less than 15% of the Minimum Initial Capital Investment.

18.7 Required Investment Amount Calculation. In determining whether Concessionaire has met the requirements for the Minimum Initial Capital Investment and the Midterm Refurbishments Investment Amount, only Costs of Eligible Improvements will be considered.

18.8 Payment for Required Investment Amount Deficiency. If such costs for the Initial Improvements or Midterm Refurbishment are less than the Minimum Initial Capital Investment or Midterm Reinvestment, the difference shall be payable to the Authority within 30 days of the Authority.

18.9 Alterations. Concessionaire shall not construct, install or make any modifications, alterations, improvement, or additions (“Alterations”) in, on or to the Leased Premises, without obtaining the Authority’s approval (which consent may be granted or withheld in the Authority’s sole and absolute discretion). “New Leasehold Improvements” refer to any Leasehold Improvements created after completion of the Initial Improvements.

## **ARTICLE 19 REQUIREMENTS FOR NEW LEASEHOLD IMPROVEMENTS GENERALLY**

### 19.1 Review and Approval of Plans for New Leasehold Improvements.

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

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

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

(d) Concessionaire shall also comply with standards, procedures, guidelines and any other requirements of the CTDCM; provided that if there is any express conflict between the CTDCM and the provisions of this Agreement, the provisions of this Agreement shall apply.

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

19.3 Entitlements and Permits. No New Leasehold Improvements shall be constructed until Concessionaire has procured and paid for all government approvals required for such New Leasehold Improvements.

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

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

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

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

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

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



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

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

19.8 Concessionaire Agent for Construction Work.

(a) For the construction of the Initial Improvements and each subsequent Alterations (including Midterm Refurbishment), Concessionaire shall designate one or more Concessionaire Agents. In connection with the Initial Improvements, Concessionaire shall inform the Authority, in writing, of the identity of each Concessionaire Agent before the Authority-hosted pre-construction meeting (described in the CTDCM). In connection with all other Alterations (including Midterm Refurbishment), Concessionaire shall inform the Authority, in writing, of the identity of each Concessionaire Agent before the Authority-hosted pre-construction meeting (described in the CTDCM) at the time as the request for approval of such Alteration is submitted.

(b) Each Concessionaire Agent shall be vested with decision-making power to act on behalf of Concessionaire to address any and all issues related to onsite design and construction matters related to such Leasehold Improvements. A Concessionaire Agent is required to be onsite no less than twice weekly during construction; provided, however, the Authority may require full-time onsite project oversight by the Concessionaire Agent, depending upon the complexity of the Leasehold Improvements or other circumstances.

19.9 Authority Assumption of Approved Project. Upon the occurrence of a Default Event by Concessionaire during construction of Leasehold Improvements, the Authority shall have the right to assume the construction and to continue the contracts of Concessionaire with its contractors and suppliers. A provision substantially similar to the following shall be included in all contracts between Concessionaire and its contractors and suppliers in order to comply with this Section:

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

19.10 Certification and As-Built Drawings.

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

(1) A report certified by Concessionaire’s Chief Financial Officer (“Certified Capital Investment Report”) (subject to verification, audit and approval by the Authority).

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

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

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

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

19.11 Certified Capital Investment Report.

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

(b) Concessionaire shall identify which, among such Leasehold Improvements, are Eligible Improvements in accordance with Section 16.3 and also provide the related Cost of Eligible Improvements.

(c) The Certified Capital Investment Report shall also include a depreciation schedule for the Leased Premises, calculated in accordance with Section 16.3(c) (relating to Net Book Value of Leasehold Improvements). Other than the report for the Initial Improvements, each Certified Capital Investment Report shall include updates to the depreciation schedules included in previously submitted Certified Capital Investment Reports.

(d) The information in each Certified Capital Investment Report shall be supported by receipts and lien waivers from all vendors contracted to design and construct the Leasehold Improvements.

(e) For any provision of this Agreement that calls for calculation of Net Book Value of Leasehold Improvements, only those amounts shown in the Certified Capital Investment Report and approved by the Authority will qualify to be included in such calculation.

(f) Failure to timely file a Certified Capital Investment Report may, in the Authority's sole discretion, relieve the Authority of any future obligation regarding payment the Net Book Value of Leasehold Improvements under any provision of this Agreement.

19.12 No Liability of Authority. The Authority shall not be liable for any damage, loss, or prejudice suffered or claimed by Concessionaire, its agents or any other person or entity on account of: (i) the approval or disapproval of any plans, contracts, bonds, contractors, sureties or other matters; (ii) the construction of any Leasehold Improvements or performance of any work, whether or not pursuant to approved plans; (iii) the improvement of or alteration or modification to any portion of the Leased Premises (except to the extent performed by the Authority); or, (iv) the enforcement or failure to enforce any of the covenants, conditions and restrictions contained in this Agreement. The Authority's approval of Concessionaire's plans, or requirement that Concessionaire modify Concessionaire's plans, shall not be deemed the Authority's express or implicit covenant or warranty that such plans are safe or comply with any or all laws.

19.13 Ownership of Leasehold Improvements. Leasehold Improvements installed at the Leased Premises that cannot be removed without causing substantial damage to the Leased Premises shall be part of the Leased Premises and title thereof shall pass to the Authority immediately following installation, free and clear of all liens and encumbrances without payment of any consideration therefor. Concessionaire shall retain ownership of all Removable Fixtures. Concessionaire may remove any of the Removable Fixtures at any time during the term and, unless

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

19.14 Removal of Leasehold Improvements.

(a) Concessionaire shall not remove or demolish, in whole or in part, any Leasehold Improvements upon the Leased Premises without the prior written consent of the Authority, which may, at its sole discretion, condition such consent upon the obligation of Concessionaire, at Concessionaire's cost, to replace the same by an improvement specified in such consent.

(b) At the expiration or termination of this Agreement, the Authority may require some or all of the Leasehold Improvements to be removed by Concessionaire. In such event Concessionaire shall, at its sole expense, raze and remove Authority-designated Leasehold Improvements on the Leased Premises, safely cap all utilities, and return the Unit Location in a level condition with all debris removed, if so required by the Authority. The Authority shall accept Leasehold Improvements only without cost to the Authority and free and clear of any encumbrances, with Leasehold Improvements and all alterations and additions functioning and in a good state of repair, reasonable wear and tear excepted.

**ARTICLE 20  
DISCLAIMER OF LIENS**

20.1 Creation of Lien Prohibited.

(a) As used in this Article, "Lien" shall mean and refer to any mortgage, lien, security interest, encumbrance, charge on, pledge of, conditional sale or other encumbrance on the Airport Terminal, the Leased Premises, or any Alteration, fixture, improvement or appurtenance.

(b) Concessionaire shall not directly or indirectly create or permit or suffer to be created and/or to remain, any mechanics' or materialman's Lien upon the Leased Premises or any Airport property, including any Initial Improvements, Midterm Refurbishments, Alterations, New Leasehold Improvements, fixtures, improvements or appurtenances thereto, except those Liens expressly permitted in writing by the Authority, by reason of construction, labor, services, or materials performed or furnished at request of Concessionaire or any contractor or supplier employed by Concessionaire. The Authority shall have the right to post and keep on the Leased Premises any notices that may be required by law or which Authority may deem proper for the protection of Authority, the Airport, or the Leased Premises from such Liens.

(c) In the event any Lien(s) have been created by or permitted by Concessionaire in violation of this provision, Concessionaire shall within 10 days of the filing

thereof, cause such lien to be discharged as of record, by bond or as otherwise allowed by law, any such Lien(s).

20.2 Authority Right to Clear. In the event of Concessionaire's failure to clear the record of any such Lien within such time period, the Authority may (but is not required to) remove such Lien by paying the full amount or by bonding or in any other manner the Authority deems appropriate, without investigating the validity of such Lien, and irrespective of the fact that Concessionaire may contest the propriety or the amount, and Concessionaire, upon demand, shall pay the Authority the amount so paid out by the Authority in connection with the discharge of such Lien, together with interest thereon at the rate of 1.5% per month or the maximum legal rate, whichever is greater, and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, which amounts are due and payable to the Authority as Additional Rent on the first day of the next following month.

20.3 No Consent by Authority. Nothing contained in this Agreement shall be construed as a consent on the part of the Authority to subject the Authority's estate in the Leased Premises to any lien or liability under the laws of the State of California.

20.4 Survival. Concessionaire's obligations under this Section shall survive expiration or termination of this Agreement.

## **ARTICLE 21 INSURANCE**

### 21.1 General.

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

(b) In addition to those specified below, Concessionaire shall comply with the insurance requirements set forth in the CTDCM.

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

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

(e) The Authority shall also be given certified copies of Concessionaire's policies of insurance. Failure of the Authority to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of the Authority to identify a deficiency from the evidence provided, shall not be construed as a waiver of Concessionaire's obligations to maintain the insurance required by this Agreement.



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

21.3 Liquor Liability. If alcoholic beverages of any sort are served or sold by Concessionaire within any one or more Unit Locations, Concessionaire shall provide coverage in an amount not less \$1,000,000 each occurrence. This coverage is in addition to any host liquor liability provided in the commercial liability insurance.

21.4 Commercial Automobile Liability. In the event that automobiles are used in connection with Concessionaire's business or operations at the Leased Premises, Concessionaire shall maintain an automobile liability policy or policies insuring against liability for bodily injury, death, or damage to property, including loss of use thereof, and occurring in any way related to the use, loading or unloading of any of Concessionaire's automobiles (including owned, hired and non-owned vehicles) at and around the Airport. Coverage shall be in an amount of not less than \$1,000,000 each accident on the landside and, if such vehicles access the Airside, \$5,000,000 on the airside.

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

- (a) Bodily injury by accident - \$1,000,000 - each accident
- (b) Bodily injury by disease - \$1,000,000 - policy limit
- (c) Bodily injury by disease - \$1,000,000 - each employee

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

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

21.7 Business Interruption Insurance. Concessionaire shall maintain in effect business interruption insurance, insuring against damage or economic loss caused by any interruption of Concessionaire's business at, or use of, the Airport due to an insured peril in an amount at least equal to the higher of: (i) \$5,000,000, or (ii) then applicable MAG.

21.8 Cyber Liability Insurance. Concessionaire shall procure and maintain Cyber Liability coverage in an amount not less than \$1,000,000 that will cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

21.9 Commercial Crime Insurance. Concessionaire shall procure and maintain Commercial Crime insurance in an amount not less than \$1,000,000 that covers loss arising from employee theft, employee dishonesty, forgery or alteration, robbery, burglary, embezzlement, disappearance, destruction; money orders and counterfeit currency; depositors forgery; and computer fraud on- premises and in-transit.

21.10 Concessionaire's Risk. Concessionaire shall be responsible for obtaining any insurance that is necessary to cover its own risks. In no event shall the Authority be liable for any: (a) business interruption or other consequential damages sustained by Concessionaire; (b) damage, theft or destruction of Concessionaire's inventory, Concessionaire Improvements, or property of any kind; or (c) damage, theft or destruction of an automobile, whether or not insured.

21.11 Additional Requirements.

(a) All liability policies shall be endorsed to include the Authority Indemnitees as additional insureds with respect to Concessionaire's, and Concessionaire Agents', acts or omissions, operations, use, and occupancy of the Airport, or other related functions performed by or on behalf of Concessionaire in, on or about the Airport.

(b) All such insurance shall be primary and noncontributing with any other insurance held by or on behalf of any Authority Party where liability arises out of or results from the acts or omissions of Concessionaire or Concessionaire Agents.

(c) Such policies may provide for reasonable deductibles and/or self-insured retentions. All self-insured retentions shall be declared to the Authority and approved in writing, on a case-by-case basis, based upon the nature of Concessionaire's operations and the type of insurance involved.

(d) Each such insurance policy shall include a waiver of subrogation endorsement in favor of the Authority Parties.

(e) The Authority shall have no liability for any deductibles, self-insured retentions, or premiums charged for such coverage(s). The inclusion of any of the Authority, the Authority Commission, and all its officers, employees, and agents, their successors, and assigns, as an additional insured is not intended to, and shall not, make them, or any of them, a partner or joint venture with Concessionaire in its operations at the Airport or connected with this Agreement.

(f) The insurance policy limits specified herein shall be reviewed for adequacy annually by the Authority who may, thereafter, require Concessionaire to adjust the insurance coverage to whatever reasonable requirement the Authority deems to be adequate. Concessionaire shall provide the Authority with proof of such compliance by giving the Authority an updated certificate of insurance within with 30 days of Authority's written notice.

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

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

#### 21.12 Proof of Insurance.

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

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

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

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

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

(5) If requested by the Authority, when coverage is provided by foreign insurance syndicates, a broker's letter that is acceptable to the Authority in form and content.

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

(b) Submission of insurance from a non-California admitted carrier is subject to the provisions of Insurance Code Sections 1760 through 1780, and any other regulations and/or directives from the State Department of Insurance or other regulatory board or agency. Concessionaire shall, except where exempted, provide the Authority proof of such insurance by and through a surplus line broker licensed by the State of California.

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

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

## **ARTICLE 22 INDEMNIFICATION**

### 22.1 Concessionaire Indemnification of Authority.

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

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

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

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

## **ARTICLE 23 ENVIRONMENTAL PROTECTION**

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

(a) "Environmental Laws" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§9601, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. §§6901, et seq.), the Clean Water Act (33 U.S.C. §1251, et seq.), the Safe Drinking Water Act (42 U.S.C. §§300f, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§5101, et seq.), the Toxic Substance Control Act (15 U.S.C. §§2601, et seq.), the California Hazardous Waste Control Law (California Health and Safety Code §§25100, et seq.), the Porter-Cologne Water Quality Control Act (California Water Code §§13000, et seq.), and the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code §§25249.5, et seq.).

(b) "Environmental Damages" means all claims, fees and expenses of defense of any claim and of any settlement or judgment, including reasonable attorneys', consultants', contractors', experts' and laboratory fees, any of which are incurred at any time as a result of the



presence of Hazardous Materials, Regulated Materials and Pollutants upon, about, or beneath the Premises or migrating or threatening to migrate to or from the Leased Premises, or the existence of a violation of Environmental Laws pertaining to the Leased Premises or Concessionaire's operations at the Airport including fees incurred in connection with a Response, or a violation of Environmental Laws. Environmental Damages does not include any claims, fees or expenses of defense of any claim or of any settlement or judgment, including reasonable attorneys', consultants', contractors', experts' and laboratory fees, any of which are incurred at any time as a result of Authority's sole active negligence or willful misconduct.

(c) "Hazardous Material, Regulated Material and/or Pollutant" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. "Hazardous Material, Regulated Material and Pollutant" includes any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to any Environmental Law; any asbestos and asbestos containing materials; petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids; and any materials referenced in the Airport Rules & Regulations.

(d) "Release" with respect to Hazardous Material, Regulated Material and Pollutants shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into on any property or the environment, and includes any threat of Release to the extend regulated under Environmental Laws.

(e) "Response" or "Respond" means action taken in compliance with Environmental Laws to correct, remove, remediate, clean-up, prevent, mitigate, treat, monitor, evaluate, investigate, assess or abate the Release of any Hazardous Material, Regulated Materials and Pollutants, or to prevent or abate any public nuisance.

### 23.2 Concessionaire Representations, Warranties, and Covenants.

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

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

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

(d) Concessionaire shall promptly provide the Authority with a copy of any application filed and/or permit received for the use or storage of Hazardous Materials, Regulated Materials and Pollutants on the Airport, or report arising out of or in connection with any

Hazardous Materials, Regulated Materials and Pollutants pursuant to any Environmental Laws or permits on or about the Leased Premises.

### 23.3 Environmental Sustainability Programs.

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

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

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

### 23.4 Concessionaire Environmental Reporting and Response Requirements.

(a) In the event Concessionaire receives any written notice, citation, order, warning, complaint, claim, or demand from a government entity regarding Concessionaire's use of, or operations at the Leased Premises concerning any alleged Release of a Hazardous Materials, Regulated Materials or Pollutants, Concessionaire shall promptly, but not later than five business days after Concessionaire's receipt, inform the Authority, including a copy of such notice received by Concessionaire.

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

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

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

### 23.5 Environmental Indemnification and Reimbursement.

(a) Notwithstanding any other provision to the contrary, Concessionaire shall indemnify, defend, and hold harmless Authority Indemnitees from and against any and all Environmental Damages resulting from the failure of Concessionaire to meet its obligations under this Agreement, whether caused, in whole or in part, or unlawfully allowed by Concessionaire, a Concessionaire Agent, or any other third party under Concessionaire's direction or control.

(b) The Authority shall provide Concessionaire with prompt notice of any Environmental Damages to allow Concessionaire the opportunity to properly and effectively respond to or otherwise defend such Environmental Damages. Concessionaire shall, at its sole expense, defend all Environmental Damages whether frivolous or not.

(c) In the event the Authority undertakes any action, including investigations, removals, remediation, or corrective actions with respect to any Environmental Damages in response to the failure of Concessionaire to defend such Environmental Damages, Concessionaire shall reimburse the Authority, upon written demand by the Authority, for all reasonable and documented costs that the Authority incurs in association with such action, including consultants' fees, contractors' fees, reasonable attorneys' fees and expenses of investigation, removal, Response, remediation, or corrective action.

(d) Except to the extent arising out of the sole active negligence or willful misconduct of the Authority Indemnitees, Concessionaire waives the right of contribution and subrogation against the Authority Indemnitees in connection with Environmental Damages set forth herein. Any claims for environmental matters shall be subject to this Article.

23.6 Limitations. Notwithstanding anything contained in this Agreement to the contrary, Concessionaire's obligations under this Article, including Concessionaire's indemnity, is limited to those Hazardous Materials, Regulated Materials and Pollutants first brought, created, disposed, fashioned, or caused to be exposed or released onto the Airport by or on behalf of Concessionaire or Concessionaire Agent(s), and Concessionaire shall not be responsible for nor required to indemnify the Authority Indemnitees for any other Hazardous Materials, Regulated Materials or Pollutants discovered at the Airport.

## **ARTICLE 24 ASSIGNMENT AND SUBLETTING**

### 24.1 No Assignment or Subletting Without Consent.

(a) Concessionaire shall not in any manner, by operation of law or otherwise, assign, hypothecate, encumber, or transfer this Agreement or any of the rights, duties, or obligations under this Agreement, in whole or in part, voluntarily or involuntarily, or by operation of law (each, a "Transfer"), without the prior written consent of the Authority. Any attempted or purported assignment of any right or obligation pursuant to this Agreement, without such consent, shall be voidable at the discretion of the Authority and grounds for termination of this Agreement. The acceptance by Authority of any Rent or other payment as provided in this Agreement or the continuation of the use of the Premises, as provided herein, by Concessionaire or purported transferee or successor-in-interest, shall not be deemed a waiver of such right to terminate.

(b) Any request by Concessionaire for approval of a sublease, assignment, mortgage, pledge or other encumbrance to any third party that is not an affiliate of the Concessionaire shall be subject to an administrative fee (at an amount determined by the Authority but not more than \$1,000 for each request) for costs incurred by such request, which shall be submitted at the time of the request. The payment of this administrative fee is not guarantee of approval.

24.2 Limited Effect of Consent. Consent by the Authority to any Transfer shall not in any way be construed to relieve Concessionaire from obtaining further authorization from Authority for any subsequent Transfer.

24.3 Subletting of Pkg #4 Leased Premises. Concessionaire shall sublet Pkg #4 of the Leased Premises to a sublessee that satisfies all of the following criteria: (i) is a small business concern as defined in 49 C.F.R. Section 23.3; (ii) is not an affiliate of Concessionaire; and (iii) has been approved by the Authority. Notwithstanding Section 24.1(b), Concessionaire shall not be subject to an administrative fee for the submission of a proposed initial sublessee for Pkg #4 of the Leased Premises.

## **ARTICLE 25 SUBORDINATION AND ATTORNMENT**

25.1 Subordination. This Agreement is subject and subordinate to all mortgages, deeds of trust, bond indentures, liens and other encumbrances, security interests now or hereafter affecting the Leased Premises or the other areas of the Airport, and to all renewals, modifications, replacements, consolidations and extensions thereof. Concessionaire shall execute and deliver to the Authority or any other party requiring such subordination, within 10 days following its receipt, any and all documents which may be required to effectuate such subordination. This Agreement shall be amended, altered or modified in accordance with the reasonable requirements of a mortgagee, beneficiary, bond trustee, secured party or other lien holder, so long as such amendment, alteration or modification does not cause Concessionaire material financial loss, and that Concessionaire written consent to any such amendment, alteration or modification shall not be unreasonably withheld or delayed. Concessionaire shall give prompt written notice to each mortgagee, beneficiary, bond trustee, secured party or lien holder, of which Concessionaire has written notice, of any default of the Authority, and Concessionaire shall allow such mortgagee, beneficiary, bond trustee, secured party or lien holder a reasonable length of time (in any event, not less than 30 days from the date of such notice) in which to cure such default.

25.2 Attornment. In the event that any mortgage, deed of trust, bond indenture, security interest, lien or other encumbrance is foreclosed, the Authority, with and at the election of the purchaser or, if there is no purchaser, with and at the election of the holder of the fee title to the Leased Premises, shall enter into a new contract covering the Leased Premises for the remainder of the Concession Period, on the same provisions herein provided. Alternatively, upon such foreclosure, Concessionaire shall, upon written request, attorn to the purchaser and recognize the purchaser as the Authority under this Agreement.

## **ARTICLE 26 CONCESSIONAIRE REPRESENTATIONS AND WARRANTIES; ADDITIONAL COVENANTS**

26.1 Representations and Warranties. Concessionaire represents and warrants as follows, each of which is true and correct, as of the date of execution of this Agreement and shall be true through the term of this Agreement:

(a) Concessionaire has the power and authorization to enter into this Agreement, the Board of Directors of Concessionaire has by appropriate action approved this Agreement, this Agreement has been executed and delivered pursuant to the authorization conferred by such action, and is binding upon Concessionaire in accordance with its terms, and that the individual(s) executing this Agreement on behalf of Concessionaire is duly authorized to do so.

(b) Concessionaire is duly authorized to do business in the State of California and possesses all governmental approvals necessary to perform this Agreement.

(c) Concessionaire is in compliance with all laws related to Concessionaire's business and activities conducted at the Airport.

(d) Except as disclosed in writing to the Authority before execution of this Agreement, there are no actions, suits, or proceedings pending with service of process accomplished or, to Concessionaire's best knowledge, threatened in writing against or affecting Concessionaire, by or before any court, arbitrator, or government entity that (i) would adversely affect Concessionaire's ability to perform its obligations under this Agreement, or (ii) relate to the execution, delivery or performance by Concessionaire of this Agreement.

(e) Concessionaire's execution, delivery, and performance of this Agreement do not conflict with or and would not result in a violation of, or breach of, or constitute a default under, any agreement or instrument to which Concessionaire is a party or by which it is bound.

26.2 Additional Covenants. Throughout the term of this Agreement:

(a) Concessionaire shall comply with the Federal Requirements and applicable laws as to Concessionaire's operations and transactions related to the subject matter of this Agreement.

(b) Concessionaire shall comply with orders, directives, or conditions issued, given or imposed by the Authority with respect to Concessionaire's activities at the Airport.



(c) If the TSA, the FAA, or any other federal government entity imposes a fine or penalty on the Authority for Concessionaire's or a Concessionaire Agent's non-compliance with federal laws or rules and regulations, then Concessionaire shall reimburse and indemnify the Authority for the entire amount of the fine or penalty.

(d) Concessionaire shall possess and shall, at its sole expense, keep in effect, all licenses, permits, qualifications, and approvals of whatever nature legally required for Concessionaire to perform this Agreement.

(e) Concessionaire shall comply with all applicable prevailing wage laws (including Labor Code Sections 1720, 1720.2, 1720.3, 1720.4 and 1771) with respect to work performed in connection with this Agreement. Concessionaire shall be solely responsible for determining applicability of prevailing wage laws.

(f) Concessionaire shall not enter into, any contract that will create a conflict of interest with its obligations to perform this Agreement.

(g) At the Authority's request any time, Concessionaire shall provide a sworn affidavit listing all natural or artificial persons with an ownership interest in Concessionaire and stating that no other person holds an ownership interest in Concessionaire via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If Concessionaire fails to submit the required affidavits, the Authority may, after 30 days written notice to Concessionaire, take such action as may be necessary to cause the suspension of certain provisions of this Agreement until the required affidavits are submitted.

## **ARTICLE 27 GENERAL PROVISIONS**

27.1 Notices. Any notices, invoices, or other documents related to this Agreement shall be delivered as provided in this Section and shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery:

To Authority: BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

*before RPT Opening Date:*

2627 Hollywood Way  
Burbank, CA 91505

*after RPT Opening Date:*

2827 Hollywood Way  
Burbank, CA 91505

Attn: Executive Director  
E-mail: [jhatanaka@bur.org](mailto:jhatanaka@bur.org)

To Concessionaire: CONCESSIONAIRE INFO  
MRG Burbank, LLC  
6600 Bermuda Road, Las Vegas, NV 89119  
Attn: Roderick McOwan, CDO  
E-mail: [Roderick.McOwan@whsmith.com](mailto:Roderick.McOwan@whsmith.com)

27.2 Airport Rules and Regulations. Concessionaire shall comply with the Airport Rules and Regulations. Violations of the Airport Rules and Regulations by Concessionaire or Concessionaire Agents shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

27.3 Security for Concessionaire Area. Concessionaire shall be solely responsible for instituting and carrying out specific security measures in the areas where it is authorized to operate to prevent vandalism. The Authority shall be responsible only for general security throughout the Airport and shall not be liable for any vandalism that may occur in the areas of Concessionaire operation.

27.4 Generally Accepted Accounting Principles. Whenever any report or disclosure referred to in this Agreement consists, either in whole or in part, of financial information, such report or disclosure shall be prepared in accordance with generally accepted accounting principles.

27.5 Force Majeure. If either party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor disputes, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, terrorism, war, fire or other casualty, or other reason of a similar nature beyond the reasonable control of the party delayed in performing work or doing acts required under this Agreement, performance of such act shall be excused for the period of the actual delay attributable to such causes, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. This section shall not be applicable

to Concessionaire's obligations to procure insurance or to pay Rent, fees and charges, or any other sums, moneys, costs, charges, or expenses required to be paid by Concessionaire. If any provision of this Agreement negates or limits the period of any extension for force majeure delay, such provision shall override this section. The party claiming excuse from performance for force majeure shall, within two days after the initial occurrence of the force majeure event, give the other party notice of such claim.

27.6 Time is of the Essence. Time is of the essence of this Agreement.

27.7 Authority Executive Director. The Executive Director is authorized to give all approvals and consents on behalf of the Authority.

27.8 Relationship of Parties.

(a) This Agreement is not intended to create, and shall not be construed as creating, the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Authority and Concessionaire. No provision in this Agreement and no act of the Authority or Concessionaire, create a relationship other than the relationship of landlord and tenant.

(b) Concessionaire is and shall remain an independent contractor with respect to all installations, construction, and services performed under this Agreement. Concessionaire has full and exclusive liability for the payment of any and all contributions or taxes for social security; unemployment insurance, or old age retirement benefits pensions or annuities now or hereafter imposed under any law that are measured by the wages, salaries, or other remuneration paid to persons employed by Concessionaire on work performed under this Agreement.

(c) This Agreement is intended for the sole protection and benefit of the parties and their successors, and assigns. No other person shall have any right of action based this Agreement.

27.9 Joint and Several Liability. If Concessionaire is a limited liability company, partnership, or joint venture or is an entity comprised of more than one party or entity, the obligation imposed on Concessionaire under this Agreement shall be joint and several, and each member, general partner, joint venture partner, party, or entity of Concessionaire shall be jointly and severally liable for all obligations.

27.10 Effect of Debarment of Concessionaire. The Authority may immediately terminate this Agreement in the event Concessionaire is debarred from contracting or providing services by the Authority, the federal government, or by any other California governmental entity.

27.11 Labor Disputes. Concessionaire shall use commercially reasonable efforts to avoid disruption to the Authority, its tenants or members of the public arising from labor disputes involving Concessionaire.

27.12 Litigation. This Agreement shall be construed, interpreted and applied in accordance with, governed by, and enforced under the laws of the State of California. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing

party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

#### 27.13 Rules of Construction.

(a) General. Unless otherwise indicated or apparent from the context, the following rules of construction shall apply. The singular includes the plural and vice versa; the term "shall" is mandatory and the term "may" is permissive; the term "day" means calendar day; the term "business day" means a non-holiday weekday; the phrase "for [number] days" means for [number] consecutive days; the phrase "at any time" means at any time and from time to time; and the terms "include," "includes," and "including" are illustrative and nonexhaustive.

(b) Cross-References. Cross-references are to articles, sections, or paragraphs of this Agreement unless otherwise indicated or apparent from the context.

(c) Law References. References to a statutory code or legislative bill refer to California law unless otherwise indicated or apparent from the context. References to a statute, regulation, or ordinance shall be deemed to refer to the then-current version of the statute, regulation, or ordinance.

(d) Fair Meaning. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either Party.

(e) Two Constructions. If any provision in this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

#### 27.14 Exhibits.

(a) Exhibits A through K are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A through J, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit K, the provisions of Exhibit K shall prevail.

(b) Whenever information in an exhibit becomes outdated because of changes pursuant to this Agreement, the parties may substitute an updated exhibit. Such substitution shall not require Authority Commission approval.

27.15 Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such

provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

27.16 Integration. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding Concessionaire's concession in the Airport Terminal. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to such subject matter. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

## **ARTICLE 28 SIGNATURES**

28.1 Electronic Signature and Delivery. A manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

28.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

28.3 Parent Company. If financial statements for a parent company were submitted with the Proposal in response to the Authority's Request for Proposals that determined the award of this Agreement, the parent company shall also execute the Agreement such that it is bound jointly with Concessionaire to the obligations of the Agreement.

**[SIGNATURE PAGE FOLLOWS]**



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

**MRG Burbank, LLC**

By: Signed by:  
*Roderick McOwan*  
FF2927E9DC1A4EA \_\_\_\_\_

Print Name: Roderick McOwan

Title: Manager Chief Development Officer

By: DocuSigned by:  
*Kevin Gotthard*  
A68E08669267431... \_\_\_\_\_

Print Name: Kevin Gotthard

Title: Manager CFO

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

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
Ara Najarian, President

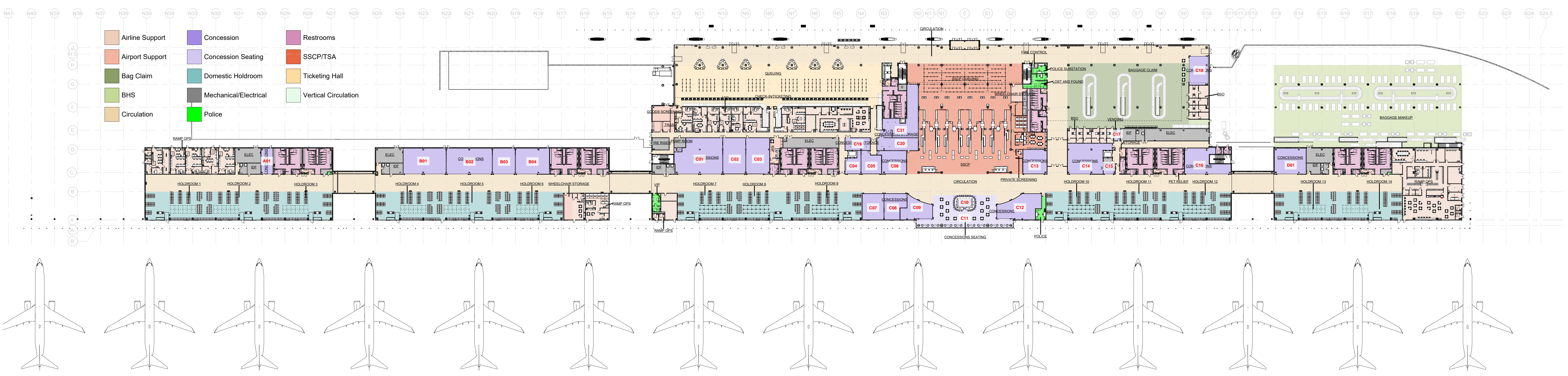
Approved as to form:

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

**Exhibit A: Terminal Building Layout Plan**

(Insert EXHIBIT L of RFP)

# EXHIBIT L



2 LEVEL 01 AREA PLAN  
1" = 50'-0"

## AREA PLANS

1" = 50'-0"  
05/16/2024

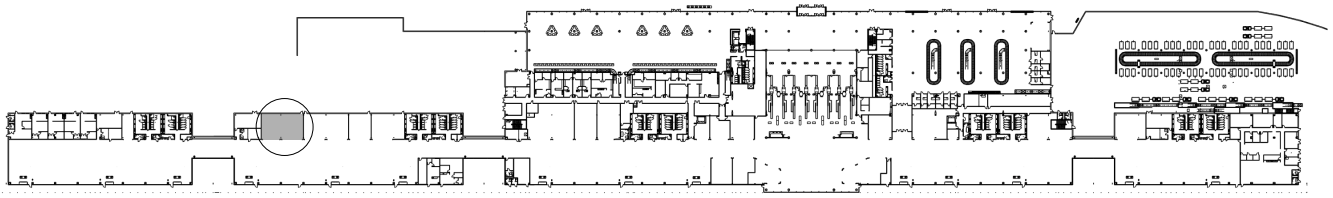


This Document was produced by or under the authority of BRENT KELLY

This document is incomplete and may not be used for regulatory approval, permit or construction.

**Exhibit B: Lease Premises/Unit Locations**

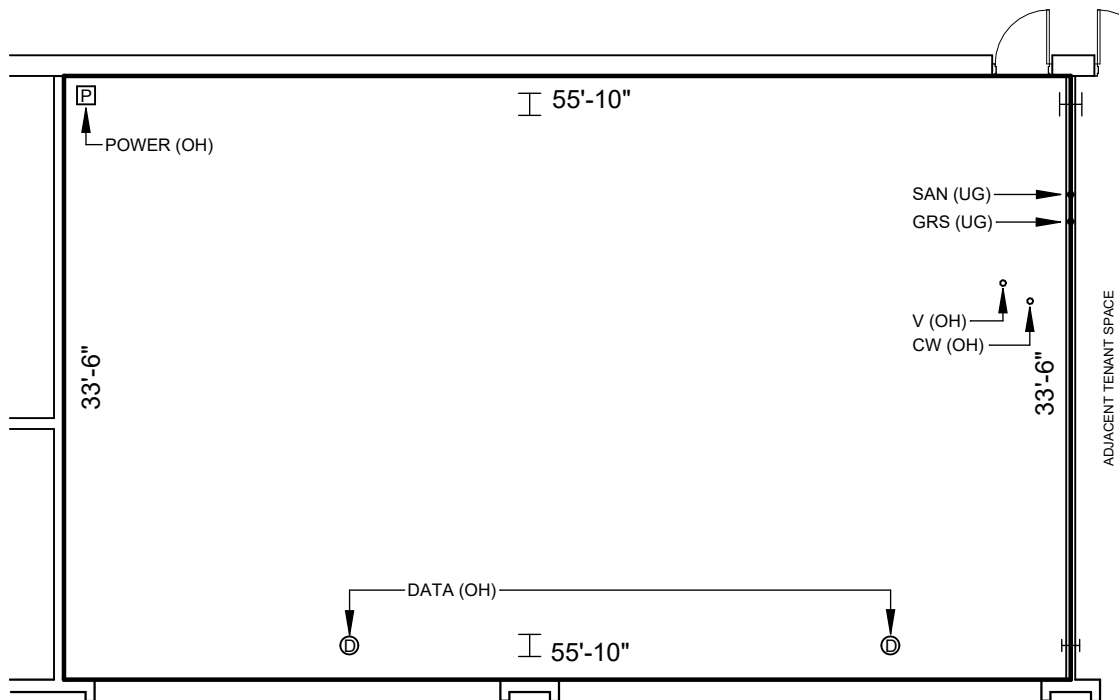
(Insert, as applicable, EXHIBIT H, I, J, OR K of RFP)



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

as may be required from time to time. Tenant space dimensions, unless otherwise noted are to the centerlines of tenant partitions and column grids, and to the inside face of exterior walls and service area partitions adjacent to the tenant space (i.e. corridors, closets, and stairs).

NOTE:  
 SLAB PLACED WITHIN THE LEASED PREMISE INCLUDES A 1" DEPRESSION TO ACCOMODATE TENANT FLOOR PREFERENCE



**BUR REPLACEMENT PASSENGER TERMINAL**

**EXHIBIT**

1/8" = 1'-0"

**B01**

NEWS AND GIFT SHOP

T-B-01A-007

1867 S.F.

08/09/2024

Dsg.

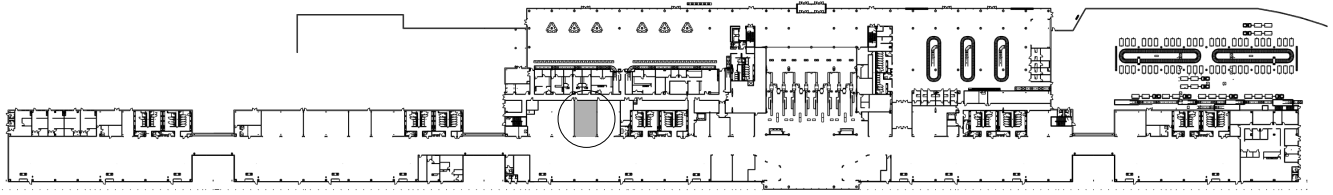
Concession Type

Room #

Area

**I**

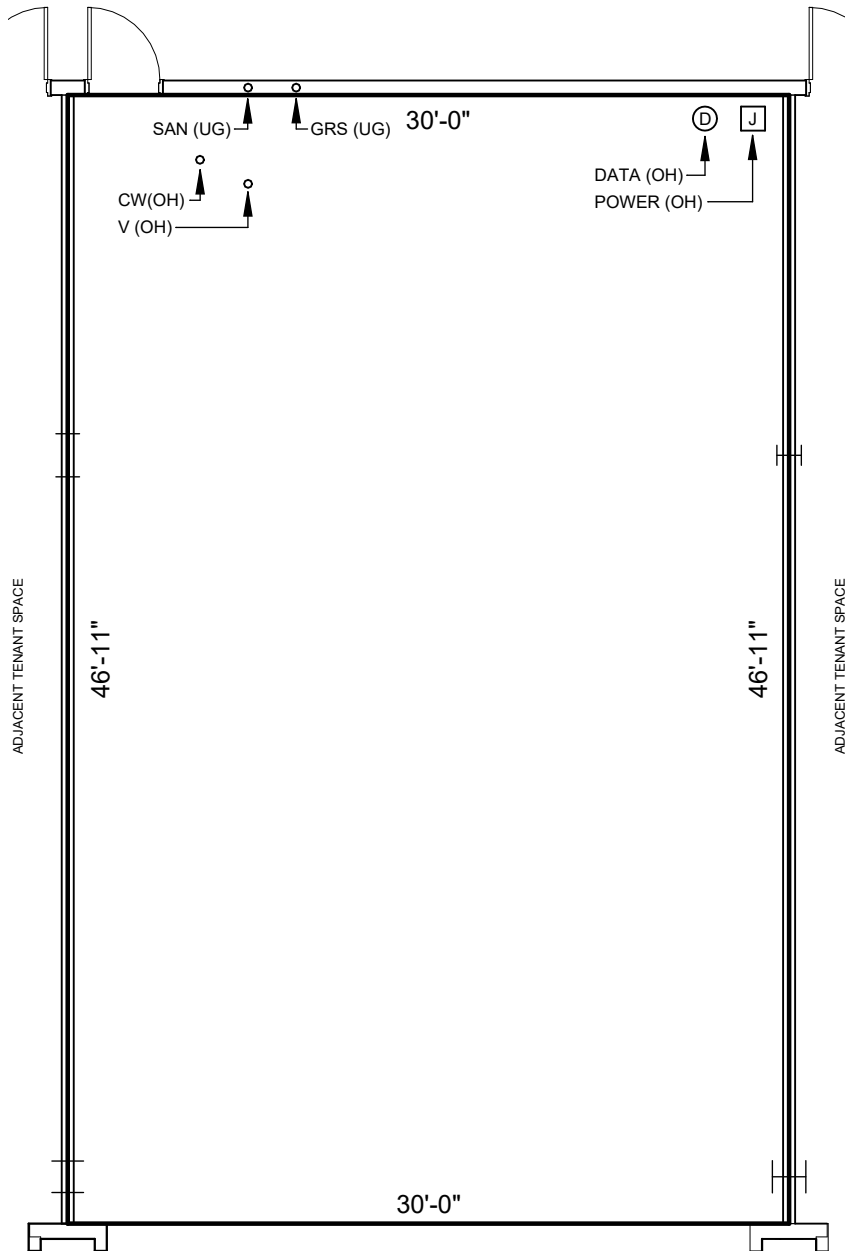




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NOTE:  
SLAB PLACED WITHIN THE LEASED PREMISE INCLUDES A 1" DEPRESSION TO ACCOMODATE TENANT FLOOR PREFERENCE



**BUR REPLACEMENT PASSENGER TERMINAL**

**EXHIBIT**

1/8" = 1'-0"

**C02**

**TRAVEL ESSENTIALS**

**T-CN-01A-015**

**1407 S.F.**

**I**

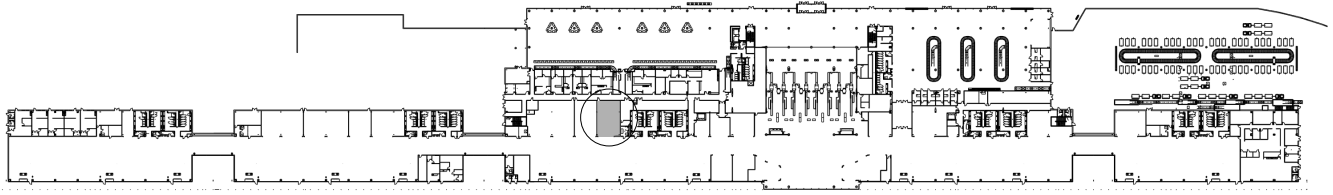
08/09/2024

Dsg.

Concession Type

Room #

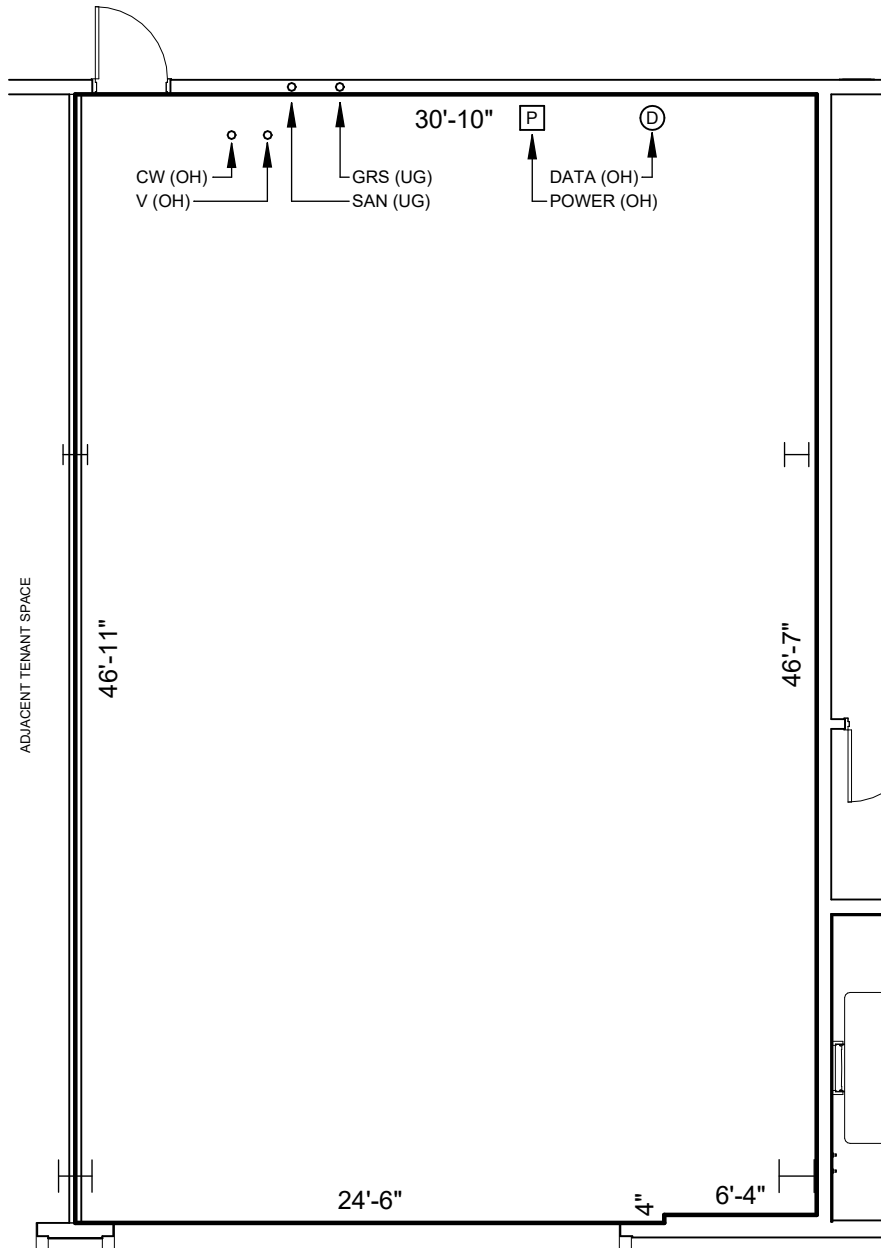
Area



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NOTE:  
 SLAB PLACED WITHIN THE LEASED PREMISE INCLUDES A 1" DEPRESSION TO ACCOMODATE TENANT FLOOR PREFERENCE

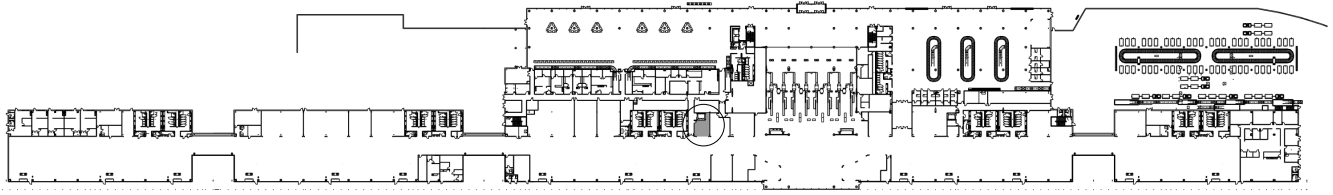


**BUR REPLACEMENT PASSENGER TERMINAL**

**EXHIBIT**

1/8" = 1'-0"	<b>C03</b>	SPECIALTY RETAIL	T-CN-01A-016	1445 S.F.
08/09/2024	Dsg.	Concession Type	Room #	Area

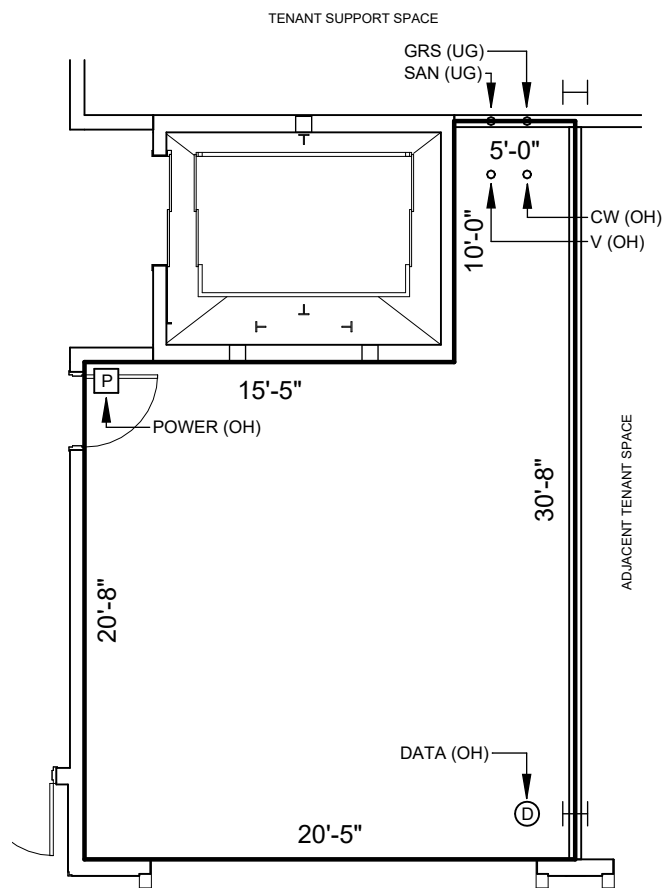
**I**



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NOTE:  
SLAB PLACED WITHIN THE LEASED PREMISE INCLUDES A 1" DEPRESSION TO ACCOMODATE TENANT FLOOR PREFERENCE



**BUR REPLACEMENT PASSENGER TERMINAL**

**EXHIBIT**

1/8" = 1'-0"

**C04**

**TECH RETAIL**

**T-CN-01A-131**

**472 S.F.**

08/09/2024

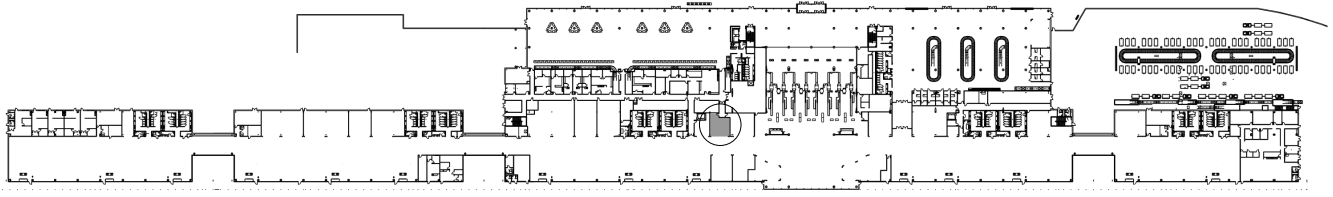
Dsg.

Concession Type

Room #

Area

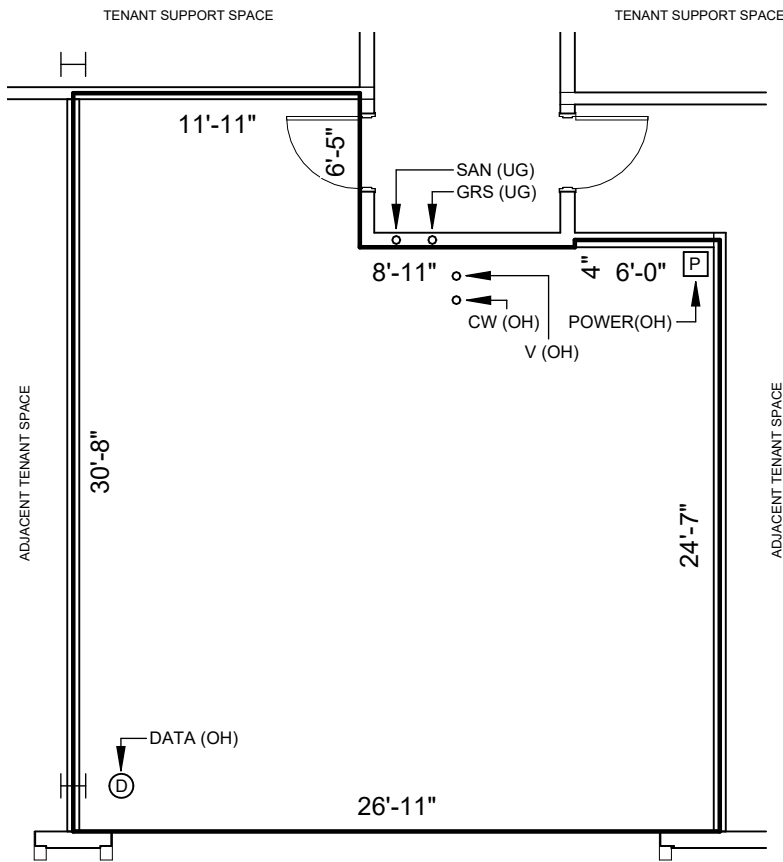
**I**



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NOTE:  
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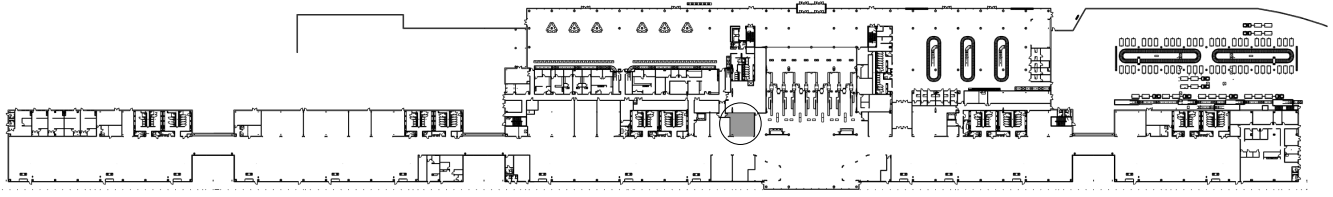


### BUR REPLACEMENT PASSENGER TERMINAL

### EXHIBIT

1/8" = 1'-0"	<b>C05</b>	PERSONAL CARE OR ACCESSORIES	T-CN-01A-132	731 S.F.
08/09/2024	Dsg.	Concession Type	Room #	Area

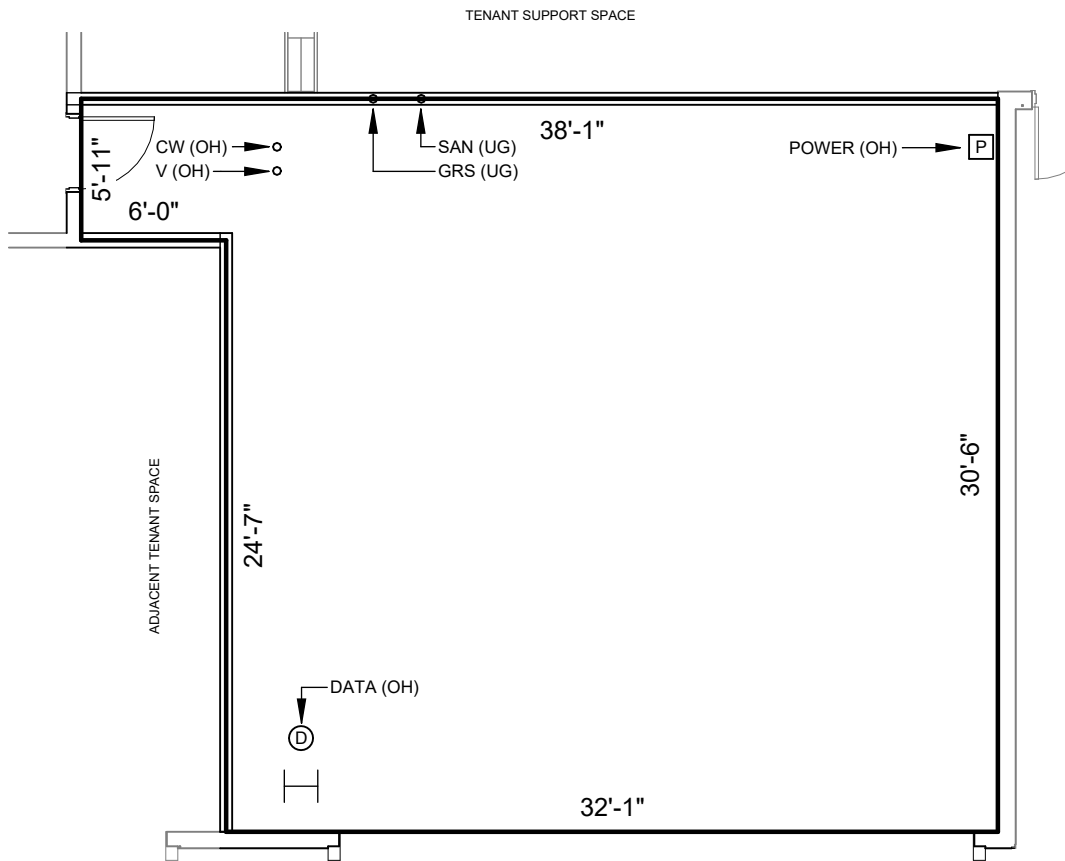
# I



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NOTE:  
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**BUR REPLACEMENT PASSENGER TERMINAL**

**EXHIBIT**

1/8" = 1'-0"

**C06**

**GIFT SHOP**

**T-CN-01A-133**

**1014 S.F.**

08/09/2024

Dsg.

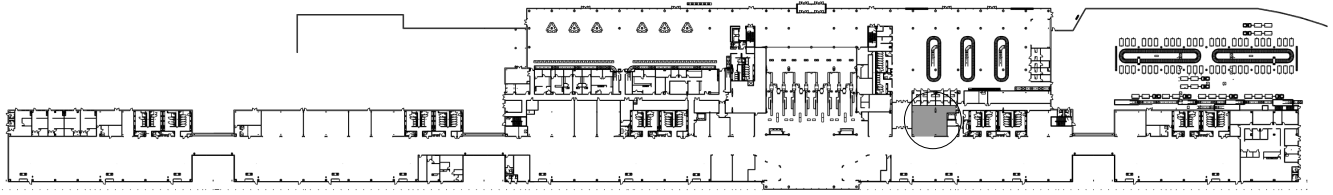
Concession Type

Room #

Area

**I**

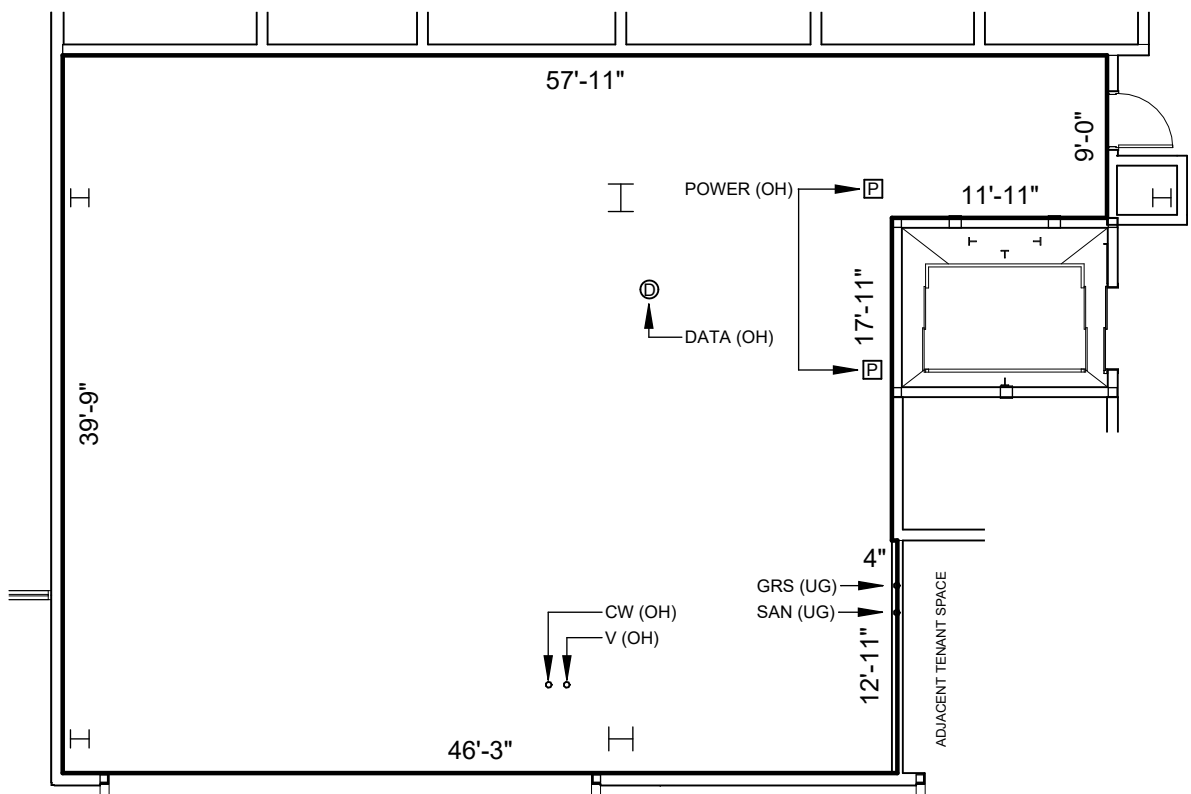




The document is diagrammatic and is intended only to show the demised premises of the project (hatched area). It does not purport to show exact dimensions nor the final location of any mechanical, electrical, structural or architectural element. Further, the landlord reserves the right to add, eliminate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

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NOTE:  
SLAB PLACED WITHIN THE LEASED PREMISE INCLUDES A 1" DEPRESSION TO ACCOMODATE TENANT FLOOR PREFERENCE

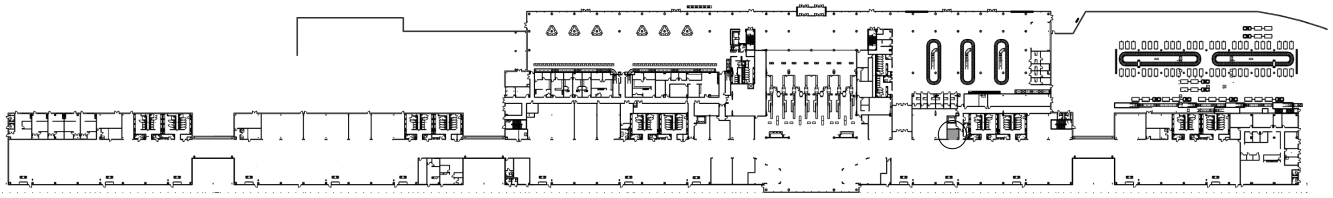


**BUR REPLACEMENT PASSENGER TERMINAL**

**EXHIBIT**

3/32" = 1'-0"	<b>C14</b>	NEWS AND BOOKS	T-CS-01A-013	1941 S.F.
08/09/2024	Dsg.	Concession Type	Room #	Area

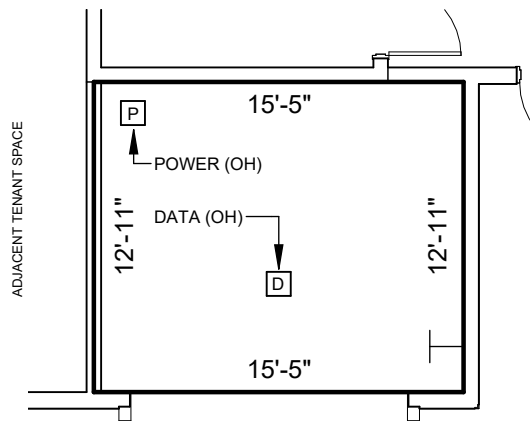
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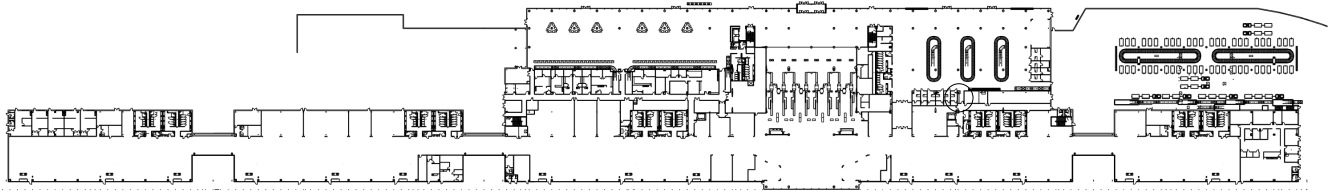


**BUR REPLACEMENT PASSENGER TERMINAL**

**EXHIBIT**

1/8" = 1'-0"	<b>C15</b>	VENDING (POST-SECURITY)	T-CS-01A-014	198 S.F.
08/09/2024	Dsg.	Concession Type	Room #	Area

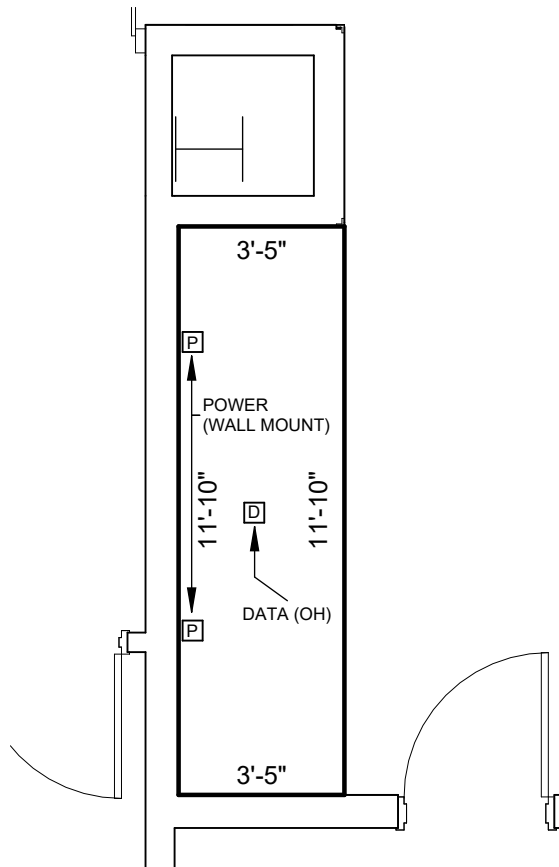
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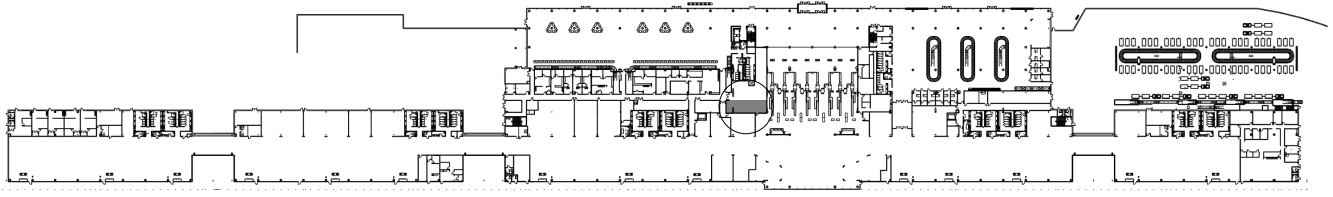


**BUR REPLACEMENT PASSENGER TERMINAL**

**EXHIBIT**

1/4" = 1'-0"	<b>C17</b>	VENDING (PRE-SECURITY)	T-CS-01L	41 S.F.
08/09/2024	Dsg.	Concession Type	Room #	Area

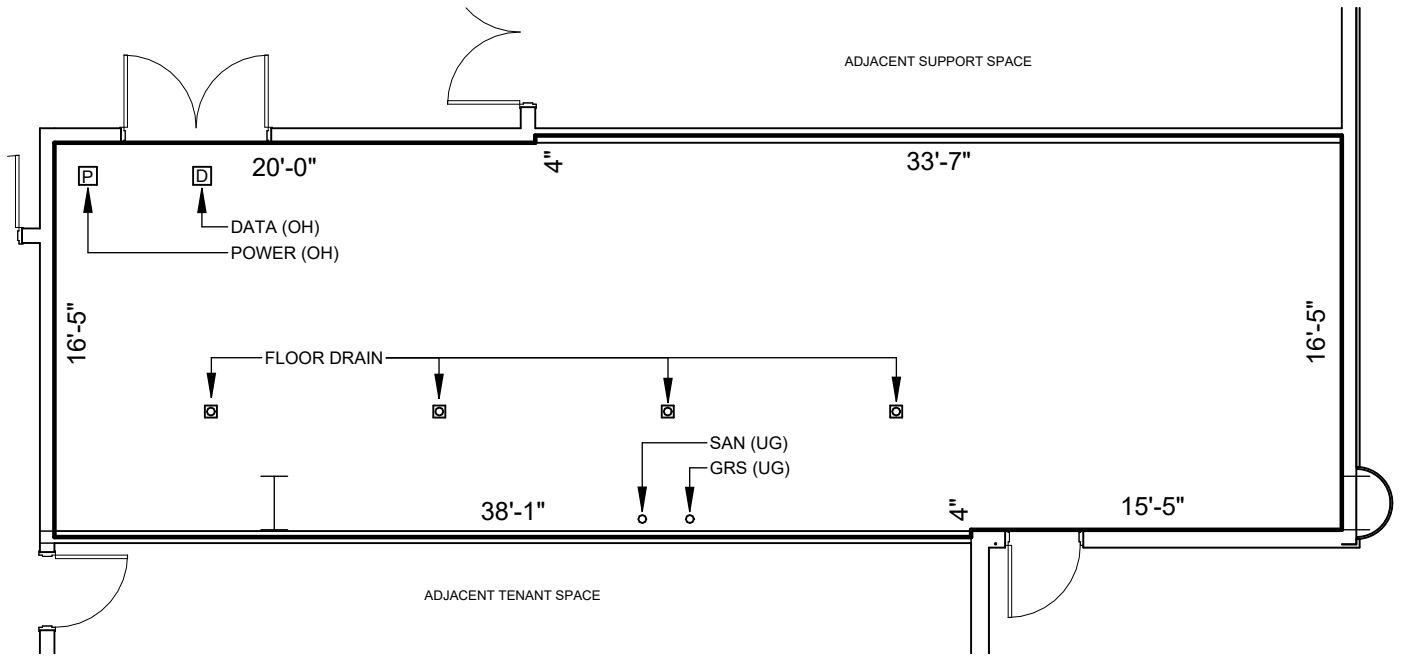
**I**



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**BUR REPLACEMENT PASSENGER TERMINAL**

**EXHIBIT**

1/8" = 1'-0"

**C20**

SUPPORT SPACE

T-CN-01A-134

883 S.F.

08/09/2024

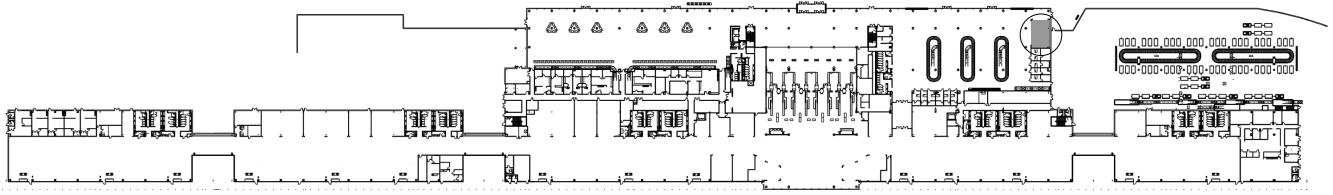
Dsg.

Concession Type

Room #

Area

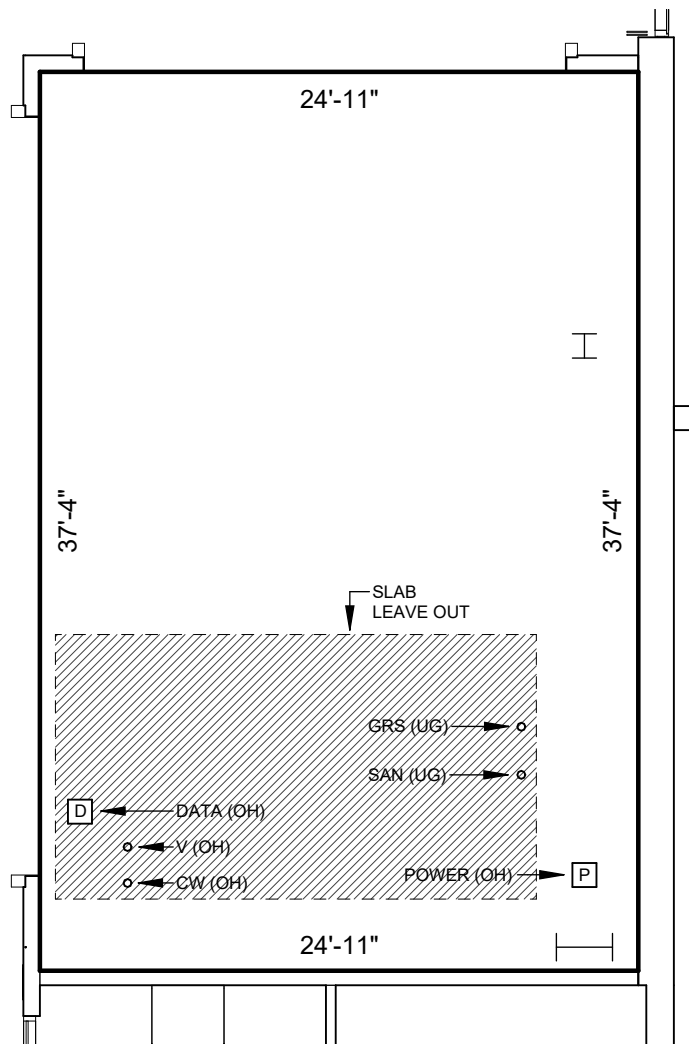
**I**



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NOTE:  
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**BUR REPLACEMENT PASSENGER TERMINAL**

**EXHIBIT**

1/8" = 1'-0"

**C18**

MARKET WITH GOURMET COFFEE

T-CS-01L-002

930 S.F.

08/09/2024

Dsg.

Concession Type

Room #

Area

**K**



**Exhibit C: Descriptions of Services and Goods, Menus, Franchises, Licenses, and Concepts  
(or Support Use) at Each Unit Location**

# OUR VISION

## A NEW RETAIL EXPERIENCE

### OUR VISION

Our vision for the new retail experience at Hollywood Burbank Airport is to bring the spirit of Burbank, Glendale, and Pasadena to life – celebrating the vibrant culture, unique stories, and creative energy of these communities. We aim to set a new standard for airport retail by delivering memorable customer experiences with a local touch and unmatched convenience.



**// A NEW  
STANDARD FOR  
AIRPORT RETAIL //**

**To realize this vision and align with the Authority's goals for the concessions program, we will:**

- **Highlight a blend of beloved local, regional, and national brands**, showcasing the character of the Burbank, Glendale and Pasadena region to give travelers a taste of home.
- **Enhance participation of local, small and disadvantaged businesses**, integrating their products and services to foster economic growth and support the local community.
- **Offer a diverse range of high quality, locally sourced products** at multiple price points, coupled with exceptional customer service and excellent value.
- **Design thoughtful store layouts** that enhance the shopping experience, offer flexibility to adapt to trends, and drive maximum sales revenues.
- **Leverage technology**, including self-checkout and contactless payment options to streamline service, ensuring convenience and efficiency for travelers.
- **Incorporate sustainable practices** such as eco-friendly products and packaging.
- **Create an inclusive and supportive work environment**, ensuring our employees are valued, well-trained, and motivated to deliver exceptional service.
- **Regularly review and adapt our offerings** based on customer feedback and emerging trends to consistently exceed customer expectations and align with the Authority's strategic objectives.

With a focus on these pillars, we're confident in creating a vibrant, welcoming retail program at BUR that goes beyond expectations, maximizes revenue, and instills a sense of pride and connection for all who pass through Hollywood Burbank Airport.

# CONCEPTS

## SELECTING THE BEST

### CONCEPT SELECTION

Our approach to selecting concepts for Hollywood Burbank Airport centers on meeting the airport's strategic goals while catering to its unique passenger demographic. Hollywood Burbank Airport serves a diverse mix of business and leisure travelers, reflective of its location in the metro L.A. area. Our proposed concepts celebrate this diversity, offering an array of products that resonate with the broad spectrum of passengers at BUR. To further refine and personalize our offerings, we plan to conduct an independent study with Street Source Marketing, should we be selected. This study will provide specific insights into BUR's traveler preferences, helping us tailor our product selections even more effectively.



### BUR PASSENGER STUDY

If awarded, we will engage Street Source Marketing to conduct an independent passenger study at Hollywood Burbank Airport to provide insights on passenger demographics and retail preferences.

### CUSTOMER INSIGHTS

To monitor customer satisfaction with our selected concepts, brands, merchandise, and product lines at BUR, we will implement a comprehensive research approach that combines quantitative sales data analysis with direct customer feedback. Sales reports will be analyzed regularly by category to identify top-selling items and quickly respond to trends. Customer feedback will be collected through both in-store and online platforms. Our program is designed with flexibility, allowing us to swiftly adapt if a concept underperforms.



# MAP OF CONCEPTS

**THE AVIATOR**  
Vending

**PASADENA MERCANTILE**  
by WHSmith

**PASADENA MERCANTILE**  
Vending

Tansy

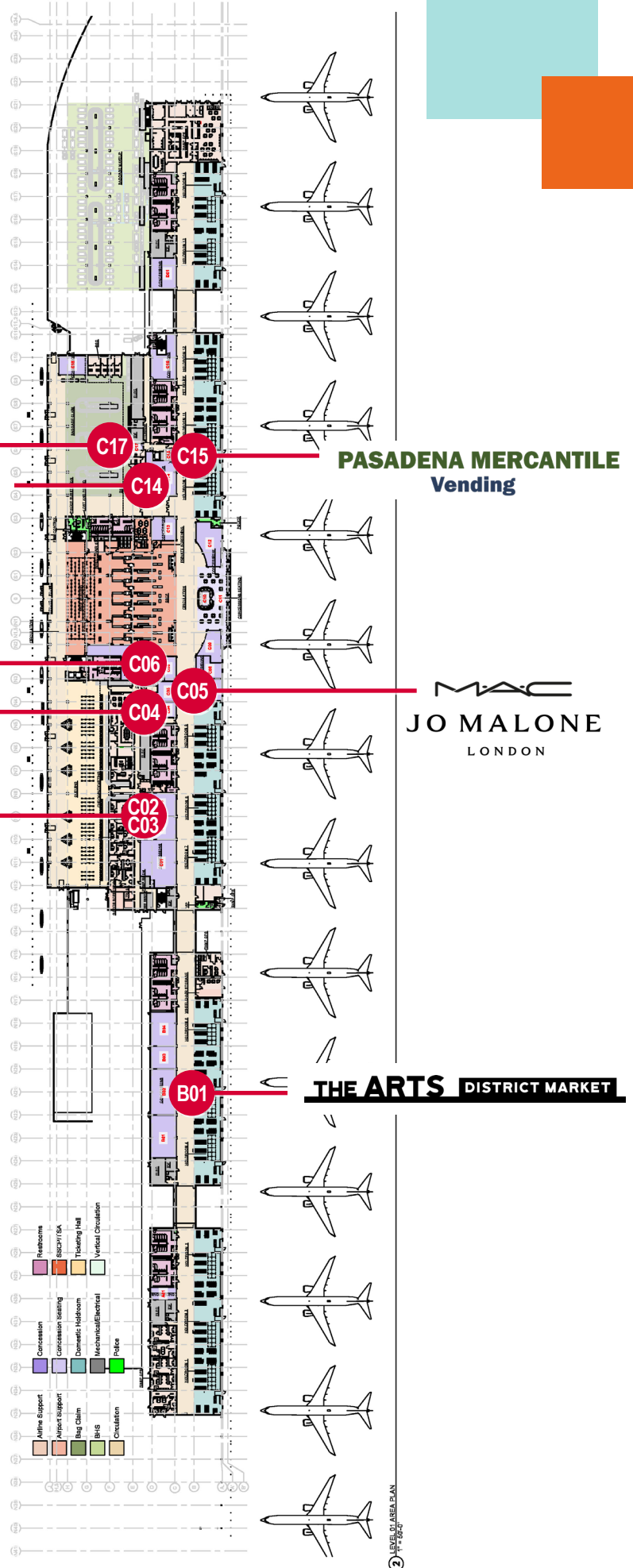
**INMOTION**

**MAC**  
**JO MALONE**  
LONDON

THE STUDIO COLLECTIVE

## LEGEND

- B01** - THE ARTS DISTRICT MARKET
- C02 & C03** - THE STUDIO COLLECTIVE
- C04** - INMOTION
- C05** - MAC & JO MALONE
- C06** - TANSY
- C14** - PASADENA MERCANTILE
- C15** - PASADENA MERCANTILE VENDING
- C17** - THE AVIATOR VENDING







**Casablanca**, filmed in Burbank, was released in 1942

# THE STUDIO COLLECTIVE

## C02 & C03

Introducing **The Studio Collective**, a vibrant retail marketplace that celebrates Burbank's legacy as the "Media Capital of the World," honoring the studios and production houses that have shaped entertainment for generations. Travelers are invited to step into a world inspired by Hollywood's Golden Age, immersing themselves in an atmosphere that echoes iconic film reels and timeless Hollywood glamour.

Offering a seamless blend of convenience and luxury, **The Studio Collective** is designed to meet every traveler's needs. On the left side of the store, the travel essentials section provides curated items for on-the-go convenience, while the right

side showcases high-quality lifestyle products. Shop-in-shops include **TUMI** and **CALPAK** for premium luggage, a **Re-Loved Luxury Boutique** with designer handbags, **Solstice Sunglasses** with high-end eyewear, and jewelry from brands like **Kendra Scott** and **Jet Set Candy**, adding a dash of red-carpet elegance. **The Studio Collective** offers an unforgettable shopping experience, where Hollywood's legacy and luxury converge.

### LICENSING

The Studio Collective is a proprietary brand developed exclusively for Hollywood Burbank Airport. The shop-in-shop brands within the store will be operated under wholesale agreements

# A CINEMATIC JOURNEY



## MEDIA CAPITAL OF THE WORLD

Burbank is often called the “Media Capital of the World” due to its deep association with the film industry. In the 1920s, Walt Disney chose Burbank for his animation studio, paving the way for a wave of major studios to set up shop. Warner Bros. also opened its studio in Burbank, becoming the home to countless iconic films and television shows. As sound stages and production lots multiplied, Burbank became synonymous with film and television production, a reputation it maintains today with Warner Bros., Disney, and Nickelodeon producing there.

## FLEXIBLE FORMAT

**The Studio Collective** sets the stage for a new era in travel retail. Designed with adaptability at its

core, this dynamic retail environment allows for a continuous rotation of fresh brands at diverse price points. Guided by the pulse of market trends and a commitment to high performance, **The Studio Collective** crafts an engaging, ever-evolving shopping experience for travelers. **If any shop-in-shop is not reaching its peak potential, we will collaborate with BUR to reimagine and enhance it.** This is travel retail redefined—flexible, immersive, and endlessly captivating.





LET US

# GUIDE YOU

At **The Studio Collective**, our innovative spatial design is crafted to boost sales and enhance the customer experience. Using a data-driven approach, we analyze trends from similar locations to optimize every inch of our 2,852 square foot space. The store features distinct zones, each thoughtfully arranged to showcase a mix of national, regional, and local brands, meeting the varied needs of travelers.

**NEW!**

**NEW AT THE COLLECTIVE:**

Showcasing a rotating product display at the front of the store.



**TRAVEL & WELLNESS:** A curated selection of essential sundries and travel items to ensure a comfortable journey.



**READ:** A selection of books, magazines and newspapers for travelers looking for a good read on their journey.



**TECH:** A variety of essential tech merchandise under \$50 including headphones, chargers, adapters, and more.



**FRESH:** Catering to all tastes and cravings, we offer a variety of grab & go options, snacks, beverages, and treats sourced from national and local companies.

## SHOP-IN-SHOP SPECIALTY ZONES



**WARNER BROTHERS & UNIVERSAL STUDIOS:**

High-quality, collectible gifts and souvenirs from Warner Brothers and Universal Studios, with a seasonally rotating selection.



**RE-LOVED LUXURY BOUTIQUE:**

An exclusive selection of pre-owned luxury handbags from iconic brands like Louis Vuitton, Chanel, Gucci, and more.



**TUMI:** A showcase of TUMI's premium travel accessories, including luggage, backpacks, and travel essentials designed for the modern traveler.



**CALPAK:** Stylish and functional travel gear from CALPAK, featuring versatile and affordable luggage and accessories.



**SOLSTICE SUNGLASSES:**

High-end eyewear options, with brands like Tom Ford, Maui Jim and Gucci.



**JEWELRY:** Curated pieces from Kendra Scott and Jet Set Candy.

# NEW AT THE COLLECTIVE

NEW!

Our **"NEW AT THE COLLECTIVE"** zone located at the front of the store showcases rotating displays of exciting new products. By partnering with local brands and highlighting their products through thematic exhibitions, we've seen a notable 20% sales boost during event periods. These displays, refreshed every six to eight weeks, keep our offerings exciting and relevant. For example, despite reduced traffic, our featured SockSmith display at District Market (SFO) saw a sales increase of over 100%. This space not only showcases local culture but also fosters traveler exploration and discovery.

# TRAVEL + WELLNESS

Built upon a myriad of products and services that make people look and feel their best, the personal care products market is a relevant, multibillion-dollar consumer category on a continual upward trajectory. Our travel and wellness selection within **The Studio Collective** will offer multiple trusted

national and local brands covering what consumers care deeply about: wellness, health and beauty. In this section of the store, travelers will find travel size health and beauty aids and elevated pick me ups including vitamins, supplements, first aid, skincare, makeup, and self-care.

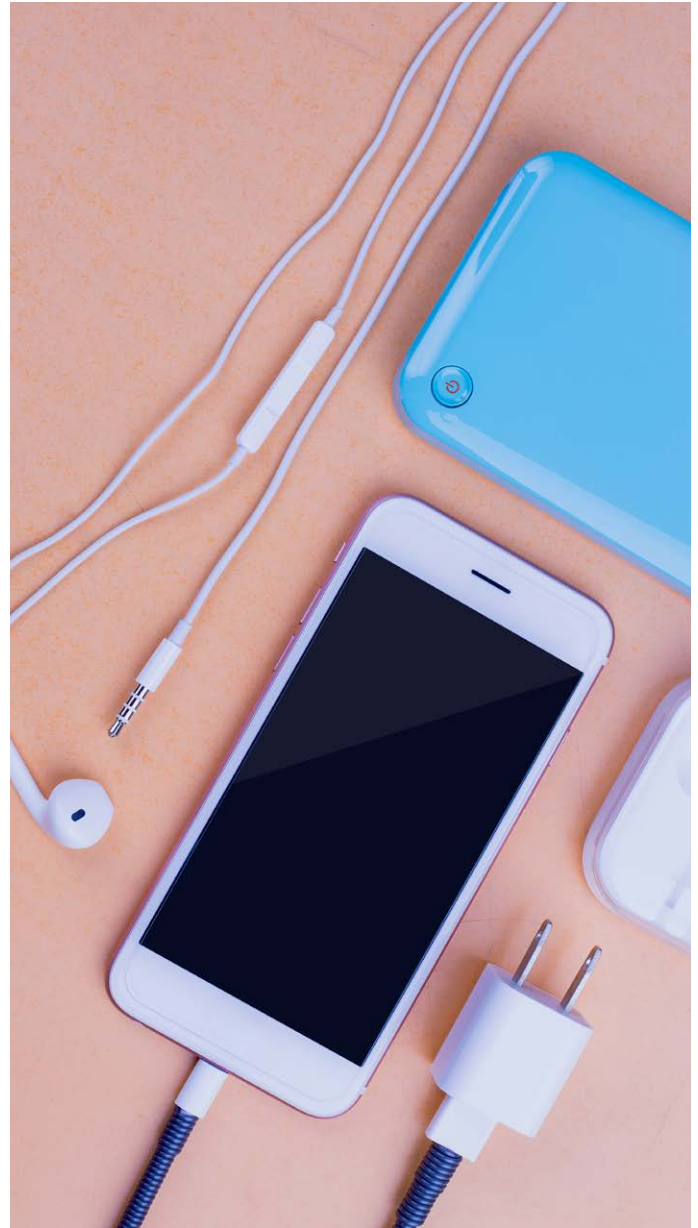
# READ



The Studio Collective offers a thoughtfully curated selection of books, magazines, and newspapers tailored to suit the diverse interests of travelers. Our book collection features popular bestsellers across various genres, ensuring engaging options for readers of all tastes. With over 30 magazine categories and up to 300 titles available, travelers can explore everything from lifestyle and fashion to tech and sports. For those looking to stay informed, we offer local and national newspapers, updated daily, making it the perfect stop for travelers seeking quality reading material on the go.



# TECH



Our tech zone offers a curated selection of the latest tech essentials, including earphones, chargers, adapters, and more, all priced under \$50. Backed by a dedicated buying team and strong partnerships with trusted premium brands, we provide travelers with high-quality, reliable accessories to keep them connected and prepared for their journey.



# FRESH



# GRAB+GO

**The Studio Collective** and our other travel essentials stores at BUR will offer a diverse selection of fresh grab & go, chilled beverages, indulgent snacks, and candy to satisfy any craving or dietary preference. The store will feature a mix of recognized brands alongside local and regional snacks, beverages, and grab & go. We will continue to introduce new vendors throughout the term of the lease.



## **METROPOLITAN CULINARY SERVICES** **Based in Burbank, CA | ACDBE Certified**

MCS is a family-driven, community-focused company based in Burbank, CA that operates fifteen food and beverage locations, including popular brands like Guy Fieri, Diane Mina, Pasadena's Jones Coffee, Butter Bakery, and Starbucks.

## **THE CARVING BOARD** **Based in Los Angeles**

The Carving Board began as a creative culinary experiment to reinvent classic sandwiches with fresh, premium ingredients. With locations in Burbank and Hollywood, they're known for their inventive combinations.

# BETTER-FOR-YOU BEVERAGES



**BETTER BOOCH**

Kombucha  
Los Angeles, CA

**BIG LEAF BEVERAGE COMPANY**

Organic Beverages  
Costa Mesa, CA

**GROUND WORK COFFEE**

RTD Coffee  
Los Angeles, CA

**GUAYAKI**

Yerba Mate Beverages  
Sebastopol, CA

**HEALTH-ADE**

Gut-Health Focused  
Kombucha & Soda  
Los Angeles, CA

**LATER DAYS COFFEE CO.**

Ready-to-Drink Coffee  
Redondo Beach, CA

**LITTLE WEST**

Pressed Juices  
Los Angeles, CA

**LOCAL WEATHER**

Electrolyte/Sport Drinks  
in Aluminum Bottles  
New York, NY

**NAMA WATER**

Bottled Spring Water  
San Francisco, CA

**OLLIPOP**

Prebiotic Soda  
Oakland, CA

**PATHWATER**

Bottled Spring Water  
San Francisco, CA

**RECESS**

Infused Sparkling Water  
New York, NY

**SOL-TI**

Organic Beverages  
San Diego, CA

**SUJA**

Cold-Pressed Juice  
San Diego, CA

**TAHOE ARTESIAN WATER**

Artesian Water  
Truckee, CA

**VIVE ORGANIC**

Wellness Shots  
Venice, CA



# ARTISAN SNACKS & LOCAL CONFECTIONS



**BEAR CLAW KITCHEN**

Granola  
Los Angeles, CA

**BERT'S BITES**

Granola  
San Francisco, CA

**CALIFORNIA GUMMY BEARS**

Premium Gummy Bears  
Los Angeles, CA

**CHOCOVIVO**

Organic, Bean to Bar  
Chocolate  
Los Angeles, CA

**COMPARTES CHOCOLATES**

Chocolate Bars  
Los Angeles, CA

**GIDDY UP NUTS**

Flavored Almonds  
Santa Monica, CA

**LESSER EVIL POPCORN**

Organic Popcorn  
Danbury, CT

**MOLLY AND ME PECANS**

Nuts  
Memphis, TN

**OUTSTANDING FOODS**

Vegan Puffs & Rinds  
Venice, CA

**PATAGONIA PROVISIONS**

Jerky, Crackers  
Sausalito, CA

**PEOPLE'S CHOICE BEEF JERKY**

Beef Jerky  
Los Angeles, CA

**TAO KAE NOI**

Seaweed Snacks  
Artesia, CA

**TAOS BAKES**

Nutritional Bars  
Boulder, CO

**TIDBITS CANDY**

Prebiotic Gummies  
Malibu, CA

**THATCHERS GOURMET POPCORN**

Gourmet Popcorn  
Pittsburg, CA

# SHOP-IN-SHOP



## WARNER BROTHERS & UNIVERSAL STUDIOS



### WARNER BROTHERS

As the home of Warner Brothers Studios, Burbank is synonymous with iconic films and beloved characters, offering travelers a chance to take a piece of Hollywood history with them. From classic **Looney Tunes** collectibles to **Batman**, **Harry Potter**, and **DC Comics** memorabilia, Warner Brothers products tap into the nostalgia and excitement of cinema, allowing visitors to bring a touch of movie magic along on their journey.



### UNIVERSAL



### UNIVERSAL STUDIOS

Universal Studios merchandise will captivate Burbank Airport travelers by offering a direct connection to some of the most iconic and beloved film franchises in entertainment history. From the thrilling adventures of **Jurassic Park** to the whimsical world of **Minions** and the **Wizarding World of Harry Potter**, Universal's merchandise captures the imagination of film lovers and families alike. Offering unique products that highlight Universal's famous franchises gives travelers a fun and memorable way to connect with the entertainment culture that Burbank is known for, whether as a souvenir or a gift.





# SHOP-IN-SHOP



## RE-LOVED LUXURY BOUTIQUE

Delve into a realm of luxurious pre-loved styles from timeless to trendy and chic with ESG Luxury. ESG Luxury is a sustainability focused supplier of authentic pre-owned designer goods. **The Studio Collective** will feature handbags showcasing a variety of luxury brands that are pre-owned, including renowned names like **Louis Vuitton**, **Chanel**, and **Gucci**.

With decades of experience in luxury resale, ESG's in-house team meticulously inspects each piece to ensure authenticity, utilizing third-party authentication for added assurance. Handbags start at \$1,400, offering travelers an opportunity to own a piece of Hollywood glamour with the confidence of verified quality.

**Each handbag is truly one-of-a-kind, adding to its unique appeal—you won't find these exclusive pieces just anywhere. This exclusivity has already driven strong success in other airports, where travelers appreciate the chance to own rare luxury items they can't easily find elsewhere.**



// THE STUDIO COLLECTIVE BRINGS HOLLYWOOD GLAMOUR FULL CIRCLE WITH PRE-LOVED DESIGNER HANDBAGS—A NOD TO THE SUSTAINABLE AND VINTAGE TREASURES FOUND IN NEARBY RETRO BOUTIQUES. //



# SHOP-IN-SHOPS

TUMI & CALPAK



**CALPAK** *Born in Los Angeles*  
CALPAK luggage, bags, and accessories are designed to become your most beloved travel companions, helping you pack with efficiency and keeping your belongings safe from departure to arrival. CALPAK is inspired by you and the places you visit. The designs are made for the long-haul, never compromising on quality or style, and are intended for everyone, no matter where you're headed.

// TO APPEAL TO A YOUNGER AUDIENCE AT BUR, WE SELECTED CALPAK FOR ITS VIBRANT, STYLISH BAGS AT A MORE ACCESSIBLE PRICE POINT, OFFERING A FRESH ALTERNATIVE TO THE PREMIUM TUMI COLLECTION. //

**TUMI** TUMI is a world-renowned brand known for its premium travel and lifestyle products, designed to enhance every journey with quality, functionality, and sophistication. Our TUMI shop-in-shop offers a carefully curated selection of luggage, backpacks, and travel accessories, each crafted with durable materials and intelligent design features to ensure a seamless travel experience.

// TUMI PERFORMS PARTICULARLY WELL WITH SOUTHWEST PASSENGERS AND BUSINESS TRAVELERS, OFFERING A HIGHER PRICE POINT THAT REFLECTS ITS EXCEPTIONAL QUALITY AND DURABILITY. //



# SHOP-IN-SHOPS



## SOLSTICE SUNGLASSES & JEWELRY



### SOLSTICE SUNGLASSES

Solstice Sunglasses is the ultimate luxury destination for discerning travelers, offering a curated collection of designer, contemporary, and performance eyewear. Each pair is hand-selected to reflect refined taste and quality, featuring iconic brands like **Cartier, Celine, Christian Dior, Dita, Fendi, Givenchy, Gucci, Loewe,** and **Tom Ford** for those seeking timeless elegance. For contemporary styles, Solstice showcases **Boss, Carrera,** and **Kate Spade**, while performance options include **Maui Jim** and **Revo**, catering to an active lifestyle.



KENDRA  
SCOTT



The jewelry shop-in-shop at **The Studio Collective** offers a curated selection from **Kendra Scott** and **Jet Set Candy**, bringing a touch of elegance and adventure to travelers. **Kendra Scott's** designs are known for their timeless beauty and versatility, crafted from high-quality materials that make each piece perfect for any occasion. **Jet Set Candy** captures the spirit of travel with charm necklaces and bracelets inspired by global destinations, allowing travelers to wear a piece of their journeys.



# MERCHANDISE LIST

**NEW!** **NEW AT THE COLLECTIVE**

A rotating selection of new, seasonal and/or local products.

**✈ TRAVEL & WELLNESS**

**TRAVEL ..... \$2.99 - \$199.99**

Blankets, Eye Masks, Travel Pillows, Sleep Aids, Disposable Camera, Compression Socks, Earplugs, Film, Luggage Tag, Lint Brush, Nylons, Note Pads, Reading Glasses, Sewing Kit, Travel Belt, Totes, TSA Luggage Locks, and Luggage Accessories.

**WELLNESS ..... \$1.29 - \$39.95**

Over the Counter Medication, PPE Items, Comb/Brush, Location, Shaving Needs, Disinfecting Wipes, Disposable Masks, First Aid, Motion Sickness Bands, Vitamins, Supplements, Personal Hygiene Items, Health & Beauty.

**CHILDREN'S TRAVEL ..... \$2.99 - \$49.95**

Baby Wipes, Diapers, Ear Pressure Relief and Children's Bags/Luggage.

**📖 READ**

**BOOKS & PUBLICATIONS ... Per Published Price**

A creatively curated selection of regional and national books across a variety of genres, including best sellers. Local and national daily/weekly newspapers. A selection of magazine titles across a variety of topics.

**🎧 TECH**

**ELECTRONICS ACCESSORIES .... \$9.99 - \$49.99**

Cameras, Headphones, Earbuds, Web Cams, Cases, Flash Drives, Screen Protectors, Cables, Accessories, Portable Speakers, Phone Cards, Chargers, Tablets, Smart Watches, Netflix, and more.



**🍔 FRESH**

**SNACKS & CANDY ..... \$1.99 - \$35.99**

National and Local Snacks, including Packaged Snacks, Packaged Candy, Gum, Mints, Breakfast/Nutrition Bars, Cookies, Crackers, Chips, Popcorn, Chocolate Bars, Boxed Chocolates, Snack Mixes/Nuts/Seeds, Healthy Snacks, Plant Based Snacks, Keto Snacks, Gluten Free Snacks, and Pretzels.

**BEVERAGES ..... \$2.69 - \$14.99**

National and Local Beverages, including Bottled Water, Soda, Sports Drinks, Energy Drinks, Juices, Iced Tea, Ready-to-Drink Coffee, and Kombucha.

**GRAB & GO ..... \$6.49 - \$16.99**

Fresh and Healthy Grab & Go Snacks, Sandwiches, Salads, Wraps, Bowls, Yogurt, Hard Boiled Eggs, Cheese, Vegetable Snack Kits, Charcuterie Snack Kits, Plant Based Cheese, Plant Based Desserts, and more.

## **WARNER BROTHERS & UNIVERSAL STUDIOS**

### **LICENSED GIFTS & SOUVENIRS \$2.95 - \$99.95**

A rotating, seasonal collection of gifts and souvenirs from Warner Brothers and Universal Studios. Categories include: Apparel, Accessories, Hats, Beanies, Totes, Scarves, Socks, Sunglasses, Drinkware, Patches, and Souvenirs.



## **RE-LOVED LUXURY BOUTIQUE**

**Handbags** ..... **\$1,400+**  
**Small Leather Goods** ..... **\$495+**

Pricing depends on the rarity and condition of the item. Possible brands include Chanel, YSL, Louis Vuitton, Gucci, Fendi, Hermes, Prada, Bottega Venetta.

## **TUMI**

### **TUMI BAGS**

**Crossbody** ..... **\$195 - \$550**  
**Waist Packs** ..... **\$295 - \$475**  
**Handbags** ..... **\$395 - \$595**  
**Hobo** ..... **\$495**  
**Messenger** ..... **\$595**

**Sling** ..... **\$275 - \$1,095**  
**Top Zip Brief** ..... **\$275 - \$1,495**  
**Totes** ..... **\$295 - \$1,395**  
**Golf** ..... **\$125 - \$1,595**  
**Backpack** ..... **\$350 - \$1,990**  
**Carry-On** ..... **\$695 - \$3,500**  
**Compact Carry-On** ..... **\$650 - \$1,495**  
**Duffel** ..... **\$525 - \$2,195**  
**Duffel w/ Wheels** ..... **\$750 - \$1,495**  
**Garment Bag** ..... **\$750**  
**Garment Bag w/ Wheels** ..... **\$950 - \$1,350**

### **TUMI ACCESSORIES**

**Novelty** ..... **\$95 - \$150**  
**Belts** ..... **\$295 - \$325**  
**Umbrellas** ..... **\$75 - \$125**  
**Phone Cover** ..... **\$175**  
**Earbud Cover** ..... **\$75**  
**Card Case/Coin Case** ..... **\$95 - \$325**  
**Wallet** ..... **\$110 - \$350**  
**Packing Case** ..... **\$825 - \$4,500**  
**Laptop Sleeve** ..... **\$125 - \$295**  
**Travel Accessories** ..... **\$15 - \$495**  
**Travel Packs and Pouches** ..... **\$50 - \$325**  
**Travel Wallet** ..... **\$110 - \$295**  
**Men's Toiletry** ..... **\$150 - \$195**  
**Women's Cosmetics** ..... **\$150 - \$275**  
**Women's Fragrance** ..... **\$125 - \$135**  
**Women's Fragrance** ..... **\$125 - \$135**



 **CALPAK**

<b>Carry-On</b> .....	<b>\$145 - \$225</b>
<b>Checked Luggage</b> .....	<b>\$165 - \$280</b>
<b>Travel Backpacks</b> .....	<b>\$100 - \$140</b>
<b>Duffel Bags</b> .....	<b>\$80 - \$125</b>
<b>Laptop Sleeves</b> .....	<b>\$40 - \$50</b>
<b>Cosmetic Cases</b> .....	<b>\$30 - \$50</b>



 **SOLSTICE SUNGLASSES**

**DESIGNER SUNGLASSES** ..... **\$80 - \$567**

A selection of premium eyewear from a variety of luxury brands including Cartier, Celine, Christian Dior, Dita, Fendi, Givenchy, Gucci, Loewe, Tom Ford, Boss, Carrera, Kate Spade, Maui Jim, and Revo.



 **JEWELRY**

**KENDRA SCOTT** ..... **\$40 - \$150**

Earrings, Cufflinks, Necklaces, Bracelets, Rings, Jewelry Case, Jewelry Storage, Charms, Watches, Gift Sets.

**JET SET CANDY** ..... **\$25 - \$497**

Charms, Chains, Bracelets, Rings, Earrings, Cuffs, Necklaces.

Please see below the percentage of store selling area that would be allocated to each product category.

 **NEW AT THE COLLECTIVE: 2%**

 **TRAVEL & WELLNESS: 5%**

 **READ: 3%**

 **TECH: 5%**

 **FRESH (SNACKS & BEVERAGES): 30%**

 **RE-LOVED LUXURY HANDBAGS: 10%**

 **FASHION ACCESSORIES/ JEWELRY: 10%**

 **TUMI: 15%**

 **CALPAK: 10%**

 **SOLSTICE SUNGLASSES: 5%**

 **WARNER BROTHERS & UNIVERSAL: 5%**





# PASADENA MERCANTILE

C14

Introducing **Pasadena Mercantile**, a unique fusion of local culture and travel essentials, featuring the renowned **Octavia’s Bookshelf** by our esteemed ACDBE partner, Nikki High. This store brings a slice of Pasadena’s literary charm and iconic heritage to travelers on the go. From bestsellers and classics to California-inspired reads, **Pasadena Mercantile** offers a diverse, curated selection of books that captures the spirit of the city. Beyond the bookstore, travelers will find a selection of thoughtfully chosen travel necessities, pre-packaged snacks, refreshing beverages, and unique gifts to enhance their journey.

Beyond its historic architecture and picturesque beauty, Pasadena is well known for the annual Rose Parade and Rose Bowl Game. The Rose Bowl Parade is an annual event held in Pasadena since 1890 that

brings together people from diverse backgrounds to celebrate beauty, creativity, and community spirit as they celebrate the New Year. The parade features elaborate floats showcasing creativity and artistic talent, each their own masterpiece, adorned with thousands of flowers. When BUR passengers visit **Pasadena Mercantile**, they will be enveloped in a true sense of place from the design inspired by the region to the brands and local partnerships that are thoughtfully selected for an exceptional customer experience and maximized profitability.

## LICENSING

**Pasadena Mercantile** is a proprietary brand developed just for Hollywood Burbank Airport. Octavia’s Bookshelf is a licensed brand. Please see enclosed a letter of authorization.

# TAKE A STROLL THROUGH PASADENA



**NEW AT THE MERCANTILE:** A rotating display at the front of the store featuring new and local products.



**OCTAVIA'S BOOKSHELF:** An expansive selection of books, magazines and newspapers for travelers looking for a good read on their journey.



**TRAVEL & WELLNESS:** A curated selection of essential sundries and travel items to ensure a comfortable journey.

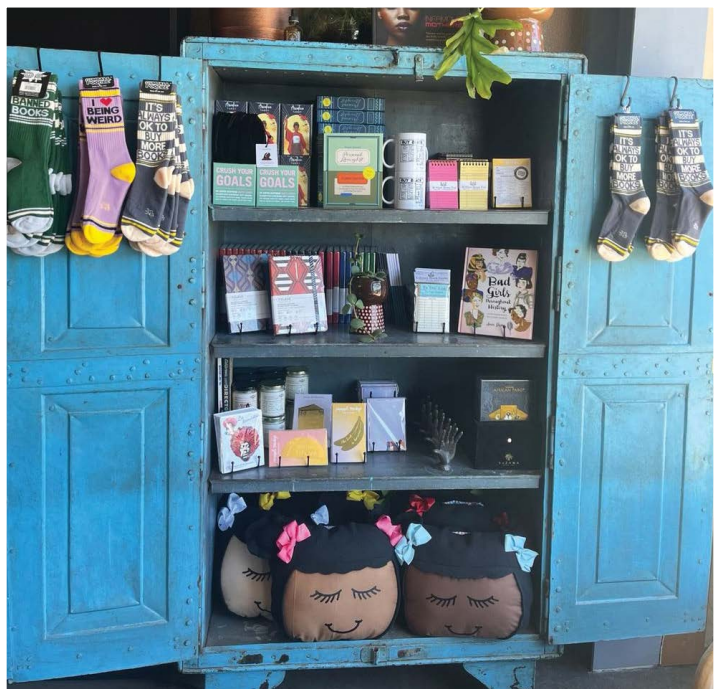


**FRESH:** Catering to all tastes and cravings, we offer a variety of grab & go options, snacks, beverages, and treats sourced from national and local companies.



**TECH:** A variety of essential tech merchandise including headphones, chargers, adapters, and more.

At Pasadena Mercantile, our layout is crafted to enrich the shopping journey and enhance traveler discovery. Embracing a strategy informed by flow and customer engagement, we analyze trends from similar spaces to optimize our environment. The store is divided into distinct zones, each thoughtfully curated to display an array of national, regional, and local products, meeting the varied tastes of travelers.





FEATURING

# OCTAVIA'S BOOKSHELF



**Nikki High**, Owner of Octavia's Bookshelf

## OCTAVIA'S BOOKSHELF READS

Owner Nikki High will curate the "Octavia's Bookshelf Reads" section at BUR, a special table dedicated to book recommendations that will rotate every few months.

**Octavia's Bookshelf is an independent bookstore by Nikki High that opened in Pasadena in February 2023, in honor of Pasadena native, sci-fi author, and MacArthur fellow Octavia Butler.** Butler broke barriers with her science fiction and speculative fiction writing, becoming the first Black woman to receive the prestigious Hugo and Nebula awards. Butler's work often explored themes of race, gender, and power, making her an inspiration for many people, including High.

With support from GoFundMe, Nikki fulfilled her dream of creating Octavia's Bookshelf, a bookstore dedicated to female and BIPOC authors. It's a welcoming space for readers to connect, relax, and explore a curated selection of unique books and artisan products from local and global makers.

We will aim to bring the same customer experience to the airport that shoppers receive at the streetside

bookstore. **Our book buyer, James Knowles, will collaborate with our joint venture ACDBE partner, Nikki High, to curate a selection of regional reading material, signed books, as well as coordinating author events.**

**5**

stars on  
Google

**4.9**

stars on  
Yelp

**19.4K**

followers on  
Instagram

**OCTAVIA'S BOOKSHELF PRESS & ACCOLADES**  
Octavia's Bookshelf has been featured in Pasadena Star News, NBC Los Angeles, Pasadena Weekly, Orange County Register, Pasadena Now, The Guardian, ABC7 Los Angeles, CBS News, TODAY, Los Angeles Sentinel, and more.

**/// HOW OCTAVIA BUTLER INSPIRED A PATHBREAKING BLACK-OWNED PASADENA BOOKSTORE ///** - LA Times





# MERCHANDISE LIST

**NEW!** NEW AT THE MARKET

A rotating selection of new, seasonal and/or local products.

 **OCTAVIA'S BOOKSHELF**

**BOOKS** ..... **\$12.95 - \$79.95**

A creatively curated selection of books all sold at list price across the categories of: Fiction, Non-Fiction, Business, Biography, Graphic Novels, Children's, and Regional. The store will feature NY Times Best Selling Hardbacks, Paperbacks, Business Books, Indie Best Sellers, Regional Books, Trade Paperbacks, Travel Paperbacks, Travel Guides/Maps.

**NEWSPAPERS** ..... **Published Price**

Local, national, and international daily/weekly newspapers.



**MAGAZINES & PERIODICALS** .. **Published Price**

An expansive selection of over 30 categories and up to 300 magazine titles all sold at list price, including: Automotive, Business & Finance, Children, Puzzles, Activity Books, Computer, Gaming, Entertainment, Ethnic, Family, Parenthood, Home, Men's & Women's Fashion, Special Interest, Gourmet Food & Wine, Home & Garden, Men's & Women's Interest, Music, News & Politics, Regional, Sports, Fitness, Health, Outdoors, Teen and Travel.

**STATIONERY & PAPER GOODS** . **\$1.95 - \$39.95**

A curated selection of items that complement a book purchase. Categories include: Greeting Cards, Games, Markers, Notepads, Journals, Pencils, Pens, Postcards, and Stationery.

**READING ACCESSORIES** ..... **\$1.95 - \$29.95**

Book Lights, Bookmarks, Reading Glasses, and other Reading Accessories.

 **TRAVEL & WELLNESS**

**TRAVEL** ..... **\$2.99 - \$199.99**

Blankets, Eye Masks, Travel Pillows, Sleep Aids, Disposable Camera, Compression Socks, Earplugs, Film, Luggage Tag, Lint Brush, Nylons, Note Pads, Reading Glasses, Sewing Kit, Travel Belt, Totes, TSA Luggage Locks, and Luggage Accessories.

**WELLNESS** ..... **\$1.29 - \$39.95**

Over the Counter Medication, PPE Items, Comb/Brush, Shaving Needs, Disinfecting Wipes, Disposable Masks, First Aid, Motion Sickness Bands, Vitamins, Supplements, Personal Hygiene Items, Health & Beauty.

**CHILDREN'S TRAVEL** ..... **\$2.99 - \$49.95**

Baby Wipes, Diapers, Ear Pressure Relief and Children's Bags/Luggage.

 **FRESH**

**SNACKS & CANDY** ..... **\$1.99 - \$35.99**

National and Local Snacks, including Packaged Snacks, Packaged Candy, Gum, Mints, Breakfast/ Nutrition Bars, Cookies, Crackers, Chips, Popcorn, Chocolate Bars, Boxed Chocolates, Snack Mixes/ Nuts/Seeds, Healthy Snacks, Plant Based Snacks, Keto Snacks, Gluten Free Snacks, and Pretzels.

**BEVERAGES** ..... **\$2.69 - \$14.99**

National and Local Beverages, including Bottled Water, Soda, Sports Drinks, Energy Drinks, Juices, Iced Tea, Ready-to-Drink Coffee, and Kombucha.

**GRAB & GO** ..... **\$6.49 - \$16.99**

Fresh and Healthy Grab & Go Snacks, Sandwiches, Salads, Wraps, Bowls, Yogurt, Hard Boiled Eggs, Cheese, Vegetable Snack Kits, Charcuterie Snack Kits, Plant Based Cheese, Plant Based Desserts, and more.



 **TECH**

**ELECTRONICS ACCESSORIES** .... **\$9.99 - \$49.99**

Cameras, Headphones, Earbuds, Web Cams, Cases, Flash Drives, Screen Protectors, Cables, Accessories, Portable Speakers, Phone Cards, Chargers, Tablets, Smart Watches.

Grab & go will be supplied by local vendors, **The Carving Board** and **Metropolitan Culinary Services**.

Please see below the percentage of store selling area that would be allocated to each product category.

 **NEW AT THE MARKET: 5%**

 **FRESH (SNACKS & BEVERAGES): 45%**

 **READ: 35%**

 **TRAVEL & WELLNESS: 5%**

 **TECH: 10%**

**LICENSE AUTHORIZATION LETTER**

DocuSign Envelope ID: 55C125C8-5E1D-4F5E-8271-FC9F84AD6F27



October 22, 2024

Roderick I. McOwan  
Chief Development Officer  
The Marshall Retail Group, LLC  
6600 Bermuda Road  
Las Vegas, NV 89119

**Re: Letter of Intent to propose a license opportunity at Hollywood Burbank Airport ("BUR") between Octavia's Bookshelf, LLC dba Octavia's Bookshelf ("OBS") and The Marshall Retail Group, LLC (MRG)**

Dear Mr. McOwan:

This letter shall serve as notice of our intent to move forward with negotiating an agreement ("Agreement") to license the use of our brand trademarks and logos, including the right to develop and operate a branded Octavia's Bookshelf store for the entire term from any concessions which may be awarded to MRG at BUR.

We are excited to work with you on these opportunities and look forward to MRG offering Octavia's Bookshelf products at BUR for sale to passengers and employees alike.

Yours truly,

OCTAVIA'S BOOKSHELF, LLC  
dba Octavia's Bookshelf

Signed by  
  
20241022 10:46:00

Nikki High  
Owner





# THE ARTS DISTRICT MARKET

## UNIT B01

**The Arts District Market** at Hollywood Burbank Airport pays homage to Burbank’s vibrant arts scene, reflecting the city’s deep-rooted connection to entertainment and creativity. **Drawing from Burbank’s iconic mural walks and self-guided street art tours, the market will offer travelers a distinctive shopping experience that combines artistic flair with essential convenience.**

Passengers will find a curated selection of travel necessities, sundries, reading materials, tech accessories, and gifts, alongside locally sourced products that celebrate the creativity of the Burbank area. A map of the city’s murals will be featured in-store, along with a QR code providing access to the Burbank Self-Guided Street Art Tour, offering travelers a deeper connection to the city’s artistic legacy.

In addition to its unique local offerings, **The Arts District Market** will feature a shop-in-shop from **See’s Candies**, providing travelers with California-made sweet treats. This state-of-the-art marketplace, developed by Marshall Retail Group, enhances the traveler experience by blending Burbank’s rich arts culture with its iconic entertainment heritage, meeting the needs of both local and international visitors.

### LICENSING

This store concept is a proprietary brand developed by Marshall Retail Group. Within the store, the See’s Candies shop-in-shop will be operated under a wholesale agreement.

**// A VISIT TO DOWNTOWN BURBANK ISN’T COMPLETE WITHOUT VISITING ALL OUR MURALS AND PUBLIC ART. //**

- Downtown Burbank Partnership, Inc.



# BURBANK MURAL WALKS: A CITY OF ART



A visit to Downtown Burbank isn't complete without exploring its murals and public art, which transform the streets into an outdoor gallery. Local artists like Alex Gonzalez and Blank Canvas LA have brought vibrant life to walls throughout the area, turning plain spaces into stunning pieces of art. Highlights include murals at Starbucks on San Fernando Boulevard, the "Made in Burbank" piece nearby, and even a SpongeBob SquarePants mural near Ben & Jerry's. The artwork is scattered throughout Downtown, making for a fun and engaging stroll. The murals offer perfect backdrops for photos and are a great way to experience the city's creative energy.

## FEATURING BLANK CANVAS LA

At **The Arts District Market**, we're partnering with Los Angeles natives **Robert and Nona Gomez** of **Blank Canvas LA**. Robert "Dytch66" Gomez, a graffiti artist turned muralist, is known for his photorealistic and 3D art, featured in public and private collections worldwide. His work has been commissioned by the City of Burbank, Sony Pictures, and dozens of other local clients. Nona Gomez brings entrepreneurial expertise to every project. Together, they've made Blank Canvas LA a creative force in the L.A. art scene.





# TAKE A STROLL

## THROUGH DOWNTOWN BURBANK

At **The Arts District Market**, our layout is crafted to enrich the shopping journey and enhance traveler discovery. Embracing a strategy informed by flow and customer engagement, we analyze trends from similar spaces to optimize our environment. The store is divided into distinct zones, each thoughtfully curated to display an array of national, regional, and local products, meeting the varied tastes of travelers.



### NEW AT THE MARKET

In this zone, travelers can find a rotating display featuring a variety of gifts, souvenirs, and locally made goods with corresponding signage about the maker.



#### NEW AT THE MARKET:

Showcasing a rotating product display at the front of the store, our “New at the Market” zone brings the essence of local culture to travelers.



#### GIFTS & SOUVENIRS:

A selection of unique local brands, handcrafted gifts, and souvenirs.



#### TRAVEL & WELLNESS:

A curated selection of essential sundries and travel items to ensure a comfortable journey.



#### FRESH:

Catering to all tastes and cravings, we offer a variety of grab & go options, snacks, beverages, and treats sourced from national and local companies.



#### SEE'S CANDIES SHOP-IN-SHOP:

Handcrafted chocolates and candies from the beloved California-born brand.



#### READ:

A selection of books, magazines and newspapers for travelers looking for a good read on their journey.



#### TECH:

A variety of essential tech merchandise under \$50 including headphones, chargers, adapters, and more.

## LOCAL & REGIONAL GIFT VENDORS

### **BURBANK MERCH**

Apparel & Accessories  
Burbank, CA

### **CHEZ CAGNE** *Woman Owned*

Cards, Drinkware, Candles, Office Goods,  
Bath & Beauty Goods  
Glendale, CA

### **GREEN GIRLS** *BIPOC & Woman Owned*

Soy/Coconut Candles  
Burbank, CA

### **OOLY** *Woman Owned*

Whimsical & Colorful Arts, Crafts, School Supplies  
Carlsbad, CA

### **ORÉ ORIGINALS** *Woman Owned*

Kids Lunch Ware, Babies Dishware, Mugs &  
Coasters, Pet Products  
Long Beach, CA

### **PUNCH STUDIO**

Stationery, Journals, Calendars, Hand  
Painted Watercolors  
Culver City, CA

### **SPLENDID IRIS** *Woman Owned*

Fashion, Jewelry, Apparel  
Westlake Village, CA

### **THE GRECIAN SOAP COMPANY**

All-Natural Goat's Milk  
Bath & Body Products  
Temecula, CA

### **THE POSTER LIST**

Graphic T-Shirts, Sweatshirts, Hats, Posters,  
Mugs, Tote Bags  
Long Beach, CA

### **WALKER NOBLE STUDIO**

*Minority Owned*  
Art  
Los Angeles, CA



## ONE WORLD TOGETHER

### **Bringing Local Art to Life: Unique Gifts that Support Creatives**

Founded by industry legend Iris Goldschmidt and her WDBE partner Renee Puchalla, One World Together gives back to local communities by donating a portion of proceeds. Partnering with local artists, they create sustainable paper products like totes, bags, and unique gifts, allowing travelers to take home original art. Each purchase supports artists through royalties, making every transaction a meaningful way to support the creative community.



# SEE'S CANDIES

## SHOP-IN-SHOP



### QUALITY NEVER GOES OUT OF STYLE

*Their commitment to tradition, taste and service has not changed since day one. The See's Candies motto, Quality Without Compromise, rings as true today as it did in 1921.*

#### SEE'S CANDIES: OVER 100 YEARS IN THE MAKING

Sweeten travel with See's Candies, a beloved California-based manufacturer and distributor known for its exquisite, handcrafted chocolates and candies. Founded by Charles See and his mother, Mary See, See's Candies introduced their iconic, American-made candy to California in 1921, and it was a hit from day one.



At See's Candies, their heritage lies at the heart of everything they do today. The original recipes created by Mary See continue to be used, preserving the delightful flavors cherished for generations. Mary had a passion for making scrumptious homemade treats from only the highest quality, freshest ingredients. During the early years of the company, she adopted the longstanding motto, "Quality Without Compromise." For over a century, See's Candies has been making exceptional chocolates and candies in Mary See's tradition, growing from a single candy shop to nearly 250 locations across the nation.



# A PERFECT FIT

## FOR BUR



The Arts District Market is a perfect fit for BUR, offering travelers a uniquely Burbank experience.

- The market’s artistic design **reflects Burbank’s vibrant creative culture**, featuring a custom mural by **Blank Canvas LA**, opportunities for other local murals to showcase their work on ceiling panels, and a mural map that ties back to the local community and provides a welcoming **sense of place**.
- A **shop-in-shop from See’s Candies**, a beloved California brand, adds a local touch with its iconic sweets.
- Locally made and inspired gifts and souvenirs, including seasonal products from **Warner Brothers** and **Universal Studios**, celebrate Burbank’s role as a center for entertainment.
- The **New at the Market** product displays highlight rotating and authentic local goods, appealing to travelers who seek out the cultural richness of their destinations.
- A **flexible format** allows for rotating displays and easy adjustments to meet changing trends, ensuring the space remains fresh, relevant, and engaging.

- **Diverse offerings at reasonable prices** make the market accessible to all travelers, enhancing their experience at BUR.
- In addition to traditional checkout, the market offers **self-checkout stations** for busy travelers, streamlining the shopping process with efficiency and convenience.



# MERCHANDISE LIST

**NEW!** **NEW AT THE MARKET**

Candles, Apothecary Items, Art Prints, Keepsake Boxes, Curated Gift Sets, Magnets, Keychains, Ornaments, Pins, and Snow Globes

 **GIFTS**

**LOCALLY MADE GIFTS** ..... \$2.95 - \$89.95  
Apothecary, Beauty & Bath, Candles, Games, Home Goods, Pet Accessories, Plushies, Toys, Soap, and Souvenirs.

**PAPER GOODS** ..... \$1.95 - \$39.95  
Bookmarks, Calendars, Greeting Cards, Markers, Notepads, Journals, Pencils, Pens, Postage Stamps, Postcards, Art Prints, Stationery, Stickers, Local and State Maps.

**DESTINATION/SPORTS**

**SOUVENIRS** ..... \$2.95 - \$34.95  
Bottle Openers, Buttons, Coasters, Keychains, Koozies, Magnets, Mugs, Ornaments, Patches, Pins, Pint Glasses, Playing Cards, Shot Glasses, Snow Globes, and Totes.

**DESTINATION/SPORTS APPAREL**

**& ACCESSORIES** ..... \$5.95 - \$89.95  
Women's, Men's, Unisex, and Children's Apparel and Accessories, including Tees, Crewnecks, Hoodies, Long Sleeve Shirts, and Tank Tops, Beanies, Hats, Handbags & Totes, Backpacks, Jewelry, Scarves, Socks, and Sunglasses.

**WARNER BROTHERS & UNIVERSAL**

**STUDIOS MERCHANDISE** ..... \$2.95 - \$99.95  
Apparel, Accessories, Hats, Beanies, Totes, Scarves, Socks, Sunglasses, Drinkware, Patches, and Souvenirs.

**CHILDREN'S ENTERTAINMENT** . \$2.95 - \$34.95  
Books, Coloring Books, Plushies, Games, Puzzles, Souvenirs, Water Bottles, and Toys.

**GIFT CARDS** ..... **Selected Dollar Value**  
A variety of gift cards for popular brands, such as eBay, Disney, Amazon, Best Buy, Apple, Spotify, Netflix, and more.

 **TRAVEL & WELLNESS**

**TRAVEL** ..... \$2.99 - \$199.99  
Blankets, Eye Masks, Travel Pillows, Sleep Aids, Disposable Camera, Compression Socks, Earplugs, Film, Luggage Tag, Lint Brush, Nylons, Note Pads, Reading Glasses, Sewing Kit, Travel Belt, Totes, TSA Luggage Locks, and Luggage Accessories.

**WELLNESS** ..... \$1.29 - \$39.95  
Over the Counter Medication, PPE Items, Comb/Brush, Shaving Needs, Disinfecting Wipes, Disposable Masks, First Aid, Motion Sickness Bands, Vitamins, Supplements, Personal Hygiene Items, Health & Beauty.

**CHILDREN'S TRAVEL** ..... \$2.99 - \$49.95  
Baby Wipes, Diapers, Ear Pressure Relief and Children's Bags/Luggage.







## SHOP-IN-SHOP

**SEE'S CANDIES** ..... \$1.99 - \$35.99

A selection of See's Candies, including Chocolate Bars, Assorted Boxed Chocolates, Lollipops, Truffles, Brittle, Toffee, Nuts & Chews, Caramels, Sugar-Free Chocolates, and Seasonal Favorites.

## READ

**BOOKS & PUBLICATIONS** ... Per Published Price

A creatively curated selection of regional and national books across a variety of genres, including best sellers. Local and national daily/weekly newspapers. A selection of magazine titles across a variety of topics.

## FRESH

**SNACKS & CANDY** ..... \$1.99 - \$35.99

National and Local Snacks, including Packaged Snacks, Packaged Candy, Gum, Mints, Breakfast/Nutrition Bars, Cookies, Crackers, Chips, Popcorn, Chocolate Bars, Boxed Chocolates, Snack Mixes/Nuts/Seeds, Healthy Snacks, Plant Based Snacks, Keto Snacks, Gluten Free Snacks, and Pretzels.

**BEVERAGES** ..... \$2.69 - \$14.99

National and Local Beverages, including Bottled Water, Soda, Sports Drinks, Energy Drinks, Juices, Iced Tea, Ready-to-Drink Coffee, and Kombucha.

**GRAB & GO** ..... Selected Dollar Value

Fresh and Healthy Grab & Go Snacks, Sandwiches, Salads, Wraps, Bowls, Yogurt, Hard Boiled Eggs, Cheese, Vegetable Snack Kits, Charcuterie Snack Kits, Plant Based Cheese, Plant Based Desserts, and more.

## TECH

**ELECTRONICS ACCESSORIES** .... \$9.99 - \$49.99

Cameras, Headphones, Earbuds, Web Cams, Cases, Flash Drives, Screen Protectors, Cables, Accessories, Portable Speakers, Phone Cards, Chargers, Tablets, Smart Watches.



Please see below the percentage of store selling area that would be allocated to each product category.



**NEW AT THE MARKET: 5%**



**GIFTS & SOUVENIRS: 10%**



**TRAVEL & WELLNESS: 5%**



**FRESH (SNACKS & BEVERAGES): 55%**



**SEE'S CANDIES SHOP-IN-SHOP: 5%**



**READ: 10%**



**TECH: 10%**



UNIT C06

## // TANSY'S MISSION IS TO HELP EVERY HOME INSPIRE JOY AND REFLECT THE INDIVIDUALITY OF ITS INHABITANTS. //

Marshall Retail Group (MRG) is proud to propose **Tansy**, a beloved local brand, for unit C06 at Hollywood Burbank Airport (BUR). A charming boutique-style shopping experience with handcrafted items BUR travelers are sure to love, this gift shop is a destination of its own, sure to spark excitement and bring joy to passengers. **Founded by Los Angeles native Shawna Christian, Tansy is a black, woman-owned plant and gift store located on Magnolia Blvd.** in Burbank. Since its inception, Tansy has become

a go-to destination for locals and tourists, known for its thoughtfully curated selection of indoor and outdoor plants, gifts, and home goods.

At Hollywood Burbank Airport, Tansy will bring a one-of-a-kind gifting experience with a new 1,014-square-foot retail space. Reflecting the store's signature natural whimsy, **Tansy will showcase high quality gifts and home goods from the finest artisans.** Travelers will be able to explore a carefully curated collection of items that embody the spirit of the city and the creativity of its makers.

### LICENSING

**Tansy** is a local licensed store concept, with owner Shawna Christian as a 10% joint venture ACDBE partner. Her involvement guarantees that the airport location will deliver the same exceptional experience as her renowned streetside store. Please reference the letter of authorization.



# THE STORY OF TANSY

## BORN IN BURBANK



**SHAWNA CHRISTIAN**  
*Creator and Owner of Tansy*

Meet Shawna Christian, the creator and owner of Tansy. Born and raised in Los Angeles, Shawna spent over 20 years running a successful IT company. But as she approached her 50s, she felt a calling for something different. A lifelong lover of plants and home décor, Shawna had spent years perfecting her own home, turning it into a vibrant, whimsical space overflowing with greenery and twinkling lights. This passion sparked her decision to take a bold leap—investing all her savings to open Tansy, a plant and home décor store, in Burbank in 2019.

Tansy is more than just a retail store; it's a celebration of creativity, life, and love. **Ninety percent of the shop's items are sourced from charitable organizations or artisans from around the world.** This ethno-centric focus makes Tansy stand out, with its hand-picked arrangements and vast selection of gifts and home goods from all over the globe.

// SHAWNA'S MISSION IS TO HELP PEOPLE CREATE MAGICAL, JOYFUL HOMES FILLED WITH COLOR AND LIFE, AND HER STORE IS A REFLECTION OF THAT BELIEF. //

Shawna's next exciting adventure will take Tansy to live television on **Season Two of America's Real Deal**, streaming on Roku, Apple TV, Android TV, and Amazon Fire. **America's Real Deal** offers viewers the unique opportunity to invest in and gain ownership of promising early-stage businesses, helping everyday Americans become part of entrepreneurial success stories.





# PRESS + ACCOLADES

- LA Times Article "Plant shop in Burbank"
- Tansy wins LA Sparks/Legal Zoom Small Business Champions Award
- LA Times Article "40 of the coolest plants shops in LA"
- Amex Small Business ad for Tansy with Tayla Parks
- LA Times Article "Cluttercore"
- LA Times Article "Mother's Day ideas"
- New Moon Workshop
- Fox 11 News spot on Sweet Choice fundraiser
- NBC California Live Interview
- VoyageLA Interview

**4.9**

STARS ON  
GOOGLE

**15.2K**

FOLLOWERS ON  
INSTAGRAM

# CELEBRATION OF LOCAL MAKERS

At **Tansy**, local creations grace the shelves and proudly bear the names of more than **35 local artisans and small businesses** alongside regional and national retail brands and products. Travelers can discover local finds like handmade candles, artisan-made jewelry, unique home goods, greeting cards and more. Local and regional brands include:

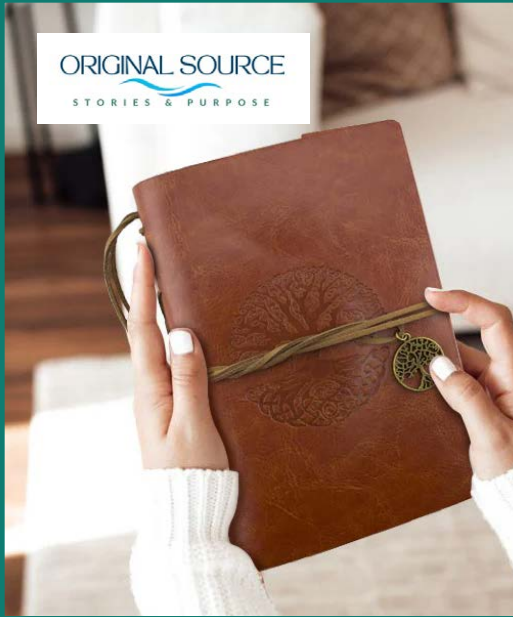


- Baja Ponchos**, Los Angeles, CA
- Barefoot Seeker**, Burbank, CA
- Because We Rock**, Los Angeles, CA
- Chagahouse Art**, Burbank, CA
- Crystal Love Pet**, Ojai, CA
- Cuddle Barn Inc**, Los Angeles, CA
- Dr Franken Sara**, Los Angeles, CA
- Echo Azure**, Los Angeles, CA
- Fur Room**, Redlands, CA
- Green Girls**, Burbank, CA
- Hands Craft**, Los Angeles, CA
- Hooked Too Hard**, Burbank, CA

- Hue the Muse**, Los Angeles, CA
- Juliana Winger**, Burbank, CA
- K & K Tabletops**, Burbank, CA
- Kazuha Kurosu**, Burbank, CA
- Lemongrove Wellness**, Burbank, CA
- Lil' Miss Peachy**, Burbank, CA
- Love In Letters**, Burbank, CA
- LoveJane**, Los Angeles, CA
- Minor Thread**, Los Angeles, CA
- Mirage Pet Products**, El Monte, CA
- Miso Handmade**, Vallejo, CA
- Ore Originals**, Long Beach, CA
- Shop Little Chimes**, Burbank, CA
- Srimoyee Handmade**, Alta Dena, CA
- Tar Hong**, Los Angeles, CA
- Teresa Provan**, Woodland Hills, CA
- Texas Red Ceramics**, Burbank, CA
- Theodora Paige**, Burbank, CA
- Unique Clay**, Los Angeles, CA
- Verdant Moon**, Burbank, CA
- Verdure Pottery**, Burbank, CA
- Victoria Orolfo**, Burbank, CA
- World Buyers**, Vista, CA

With the help of owner Shawna Christian, we will continue to add new vendors through the term of the lease to keep the assortment fresh and exciting. To make local participation even more accessible, we will provide BUR with a link to place on the airport website for new vendors to contact our local gift buyers.





## GIFTS & SOUVENIRS

### **GREEN GIRLS** BIPOC & Woman Owned

Soy/Coconut Candles  
Made in Burbank, CA

### **ORIGINAL SOURCE** Veteran & Woman Owned

Gift Accessories

### **HANDS CRAFT** AAPI & Woman Owned

Puzzles, Games  
Made in Los Angeles, CA

## PAPER GOODS

### **DENIK** Eco Friendly & Gives Back

Journals

### **SMALL VICTORIES** AAPI, Woman Owned & LGBTQ+

Plantable Stationery

### **HOME BY FAITH** AAPI & Woman Owned

Stickers, Pins, Greeting Cards



## HOME GOODS

**GINGIBER** *Woman Owned*  
Tea Towels

**NATURAL LIFE** *Woman Owned*  
Home Décor Accents/Personal Items

**CARTER & ROSE** *Woman Owned*  
Clay Wall Art

**OM GALLERY** *Certified Fair Trade*  
Home Décor Accents

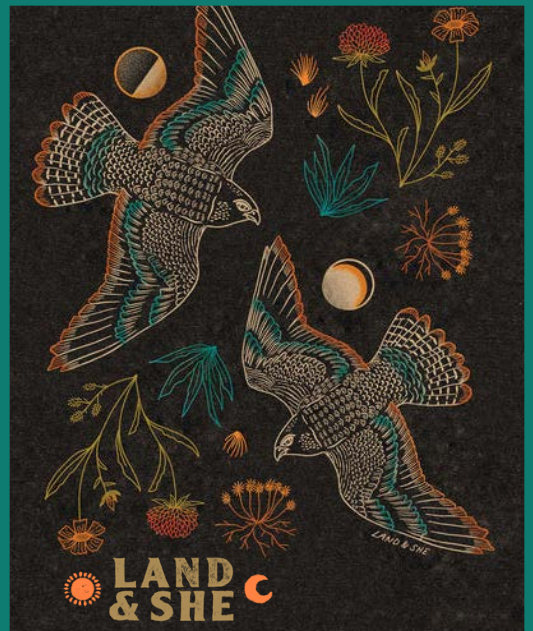
## POTTERY

**TEXAS RED CERAMICS** *Woman Owned*  
Pottery  
Made in Burbank, CA

**LIL' MISS PEACHES** *Woman Owned*  
Pottery  
Made in Burbank, CA

**KAZUHA KUROSU** *AAPI & Woman Owned*  
Pottery  
Made in Burbank, CA





## FASHION ACCESSORIES

**SAN DIEGO HAT COMPANY** *Woman Owned*

Hats

**LAND & SHE STUDIO** *Woman Owned*

Bandanas

**ELANOR JADE HANDMADE** *BIPOC & Woman Owned*

Polymer Clay Earrings

## PERSONAL CARE

**MAINLAND VINTAGE** *Woman Owned*

Soaps

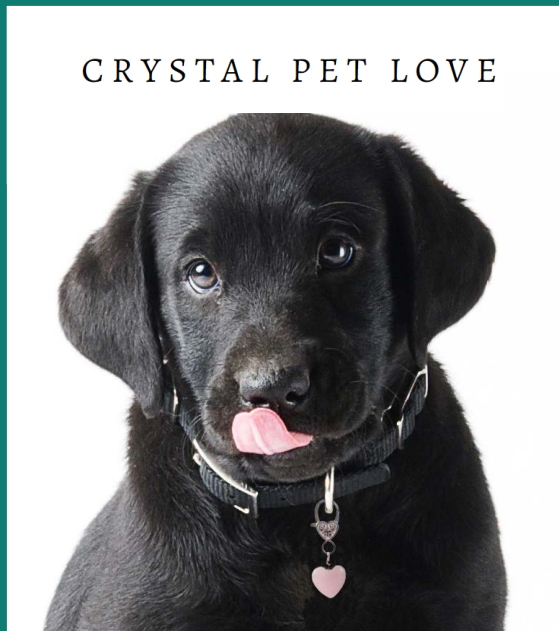
**MINOR THREAD** *Woman Owned*

Heating Pads & Face Pillows  
Made in Los Angeles, CA

**LOVEJANE** *Woman Owned*

Dried Floral Smudge Sticks  
Made in Los Angeles, CA





## KIDS & BABY

**PEBBLE** *Woman & LGBTQ+ Owned*

Baby Accessories

**CLEMENTINE KIDS** *Woman Owned*

Baby Accessories

**JELLYCAT**

Plushies, Baby Accessories

## PETS

**MOM & PUP CO** *Latino & Woman Owned*

Leashes and Collars

**INJOYA** *Woman Owned*

Pet Accessories

**CRYSTAL LOVE PET** *Indigenous & Woman Owned*

Pet Tags

# THE PERFECT FIT

## FOR HOLLYWOOD BURBANK AIRPORT



### Tansy captures the very essence of Burbank with a lovable local concept we know travelers will just love. Here's why:

- Tansy is an **authentic local brand** founded by Los Angeles native Shawna Christian, bringing Burbank's charm and community connection to BUR travelers.
- The store has gained **significant media recognition**, being featured in multiple LA Times articles, winning the LA Sparks/LegalZoom Small Business Champions Award, and making appearances on Fox 11 News and NBC California Live.
- With 4.9 stars on Google and 15.2K Instagram followers, Tansy enjoys a **loyal and enthusiastic customer base**.
- Tansy supports local artisans by showcasing products from over 35 local and regional vendors, offering travelers **unique, locally made gifts and home goods** that reflect the creativity of the community.
- Tansy is especially traveler-friendly, providing a range of **quality gifts at various price points**, along with gift wrapping and elegantly packaged items, perfect for last-minute purchases.
- The store's **unique and whimsical** design will create an inviting and memorable shopping experience for airport travelers.
- Beyond offering a unique shopping experience, Tansy fosters a strong sense of community, drawing people in with its inviting atmosphere and **personalized customer service**.

// THIS PLACE IS A DREAM COME TRUE. SO WHIMSICAL, SO BEAUTIFUL IT'S LITERALLY A HIDDEN OASIS. I COULD SPEND HOURS AND HOURS HERE AND LITERALLY SPEND ALL MY MONEY HERE. //

- Rashmi, Google Review



# MERCHANDISE LIST

**GIFTS & SOUVENIRS** ..... **\$4 - \$90**

Candles, Apothecary Items, Art Prints, Keepsake Boxes, Curated Gift Sets, Magnets, Keychains, Ornaments, Pins, and Snow Globes

**PAPER GOODS** ..... **\$2 - \$68**

Greeting Cards, Bookmarks, Calendars, Markers, Notepads, Journals, Pencils, Pens, Postcards, Art Prints, Stationery, Stickers, Local and State Maps

**HOME GOODS** ..... **\$2 - \$180**

Decorative Vases & Pots, Plant Care Kits, Plant Hangers, Dried Floral Arrangements, Art Prints, Candles, Coasters, Mugs & Glassware, Hand Towels, Kitchen Accessories, Picture Frames Handmade Baskets, and Ethno-Centric Décor



**FASHION ACCESSORIES** ..... **\$5 - \$225**

Jewelry, Totes, Bags, Sunglasses, Scarves, Bandanas, Kaftans, and other Fashion Accessories

**PERSONAL CARE** ..... **\$8 - \$75**

Handcrafted Soaps, Lotions, Essential Oils, Bath Bombs, Lip Balm, and Skincare Kits

**KIDS & BABY** ..... **\$5 - \$40**

Games, Toys, Stuffed Animals, Onesies, Apparel, and Accessories

**PETS** ..... **\$5 - \$50**

Pet Bowls, Leashes, Collars, Toys, Pet Bandanas, and Treats

**BOOKS** ..... **Per Published Price**

Coffee Table Books, Art & Design, Travel & Adventure, Wellness & Mindfulness, Nature & Plants, Children's Books, Cookbooks, and Giftable Books

Please see below the percentage of store selling area that would be allocated to each product category.



- GIFTS & SOUVENIRS: 20%**
- PAPER GOODS: 10%**
- HOME GOODS: 10%**
- POTTERY: 10%**
- FASHION ACCESSORIES: 15%**
- PERSONAL CARE: 10%**
- KIDS & BABY: 10%**
- PETS: 10%**

## LICENSE AUTHORIZATION LETTER



October 16, 2024

Roderick I. McOwan  
Chief Development Officer  
The Marshall Retail Group, LLC  
6600 Bermuda Road  
Las Vegas, NV 89119

**Re: Letter of Intent to propose a license opportunity at Hollywood Burbank Airport ("BUR") between Tansy, LLC dba Tansy ("Tansy") and The Marshall Retail Group, LLC (MRG)**

Dear Mr. McOwan:

This letter shall serve as notice of our intent to move forward with negotiating an agreement ("Agreement") to license the use of our brand trademarks and logos, including the right to develop and operate a branded Tansy store for the entire term from any concessions which may be awarded to MRG at BUR.

We are excited to work with you on this opportunity and look forward to MRG offering Tansy at BUR for the enjoyment of passengers and employees alike.

Yours truly,

Tansy, LLC  
dba Tansy

Shawna Vian Christian  
CEO

Tansy  
2120 W Magnolia Blvd, Burbank, CA 91506  
+ 1 (800) 580-0541  
welcome@shoptansy.com





# INMOTION

## UNIT C04

### THE #1 TRAVEL ELECTRONICS RETAILER GLOBALLY

We proudly present **InMotion**, the world's No. 1 airport-based electronics retailer, for unit C04 at Hollywood Burbank Airport (BUR). As an award-winning, tech-forward brand, InMotion boasts over 120+ stores in 46 U.S. airports and 40 international locations in the U.K., Australia, Ireland, and mainland Europe. InMotion is the undisputed leader in airport electronics retail, making customers' journeys more enjoyable, productive, and comfortable. Travelers eagerly visit InMotion to explore the latest tech products from top brands like Apple, Bose, Sony, Beats, Dyson, and Samsung, thanks to our strong partnerships.

InMotion's excellence is recognized industry wide. We have won the **"Best Concessions Award, Highest Regard for Customer Service for Large Retailers"** by **Airport Experience News (AXN)** for five consecutive years and are the only airport

retailer on **Dealerscope's Top 101 Consumer Electronics Retailer List** for seven years in a row. With 12 successful locations already in five California airports including Los Angeles International Airport (LAX), San Francisco International Airport (SFO), Oakland International Airport (OAK), Palm Springs International Airport (PSP), San Diego International Airport (SAN) and Sacramento International Airport (SMF), we are excited to expand and enhance our presence in California with the addition of unit C04. **Our mission is to provide cutting-edge technology and exceptional service to BUR travelers, further elevating their airport experience.**

#### LICENSING

**InMotion** is a proprietary brand owned by MRG's parent company, WHSmith PLC. **We own the exclusive rights to operate the brand.**



# A PERFECT FIT

## FOR BUR

### WHY INMOTION?

- InMotion is now the **No. 1 tech retailer** in the U.S. and globally.
- InMotion brings **tremendous customer recognition**, with multiple brands offered under one roof.
- InMotion has **exclusive access to brands and products** unavailable to other U.S. airport tech retailers.
- InMotion is the **only airport retailer authorized by Apple** to sell its full assortment of audio, accessories, Apple Watch, and iPad lines.
- InMotion is **Dyson's travel retail partner** in North America, launching innovative products like the Zone Headphones with air purification.
- InMotion is the **exclusive brick & mortar retail partner for Raycon earbuds** by Ray J. All of their other business operations are online.
- InMotion also offers **in-house branded products**, providing high quality, great value solutions for customers.
- InMotion has a **dedicated leadership team**, ensuring the latest products and high standards in customer service.
- InMotion offers a **Lowest Price Guarantee**, matching best pricing for selected products from all major competitors including Amazon and Best Buy throughout the year.

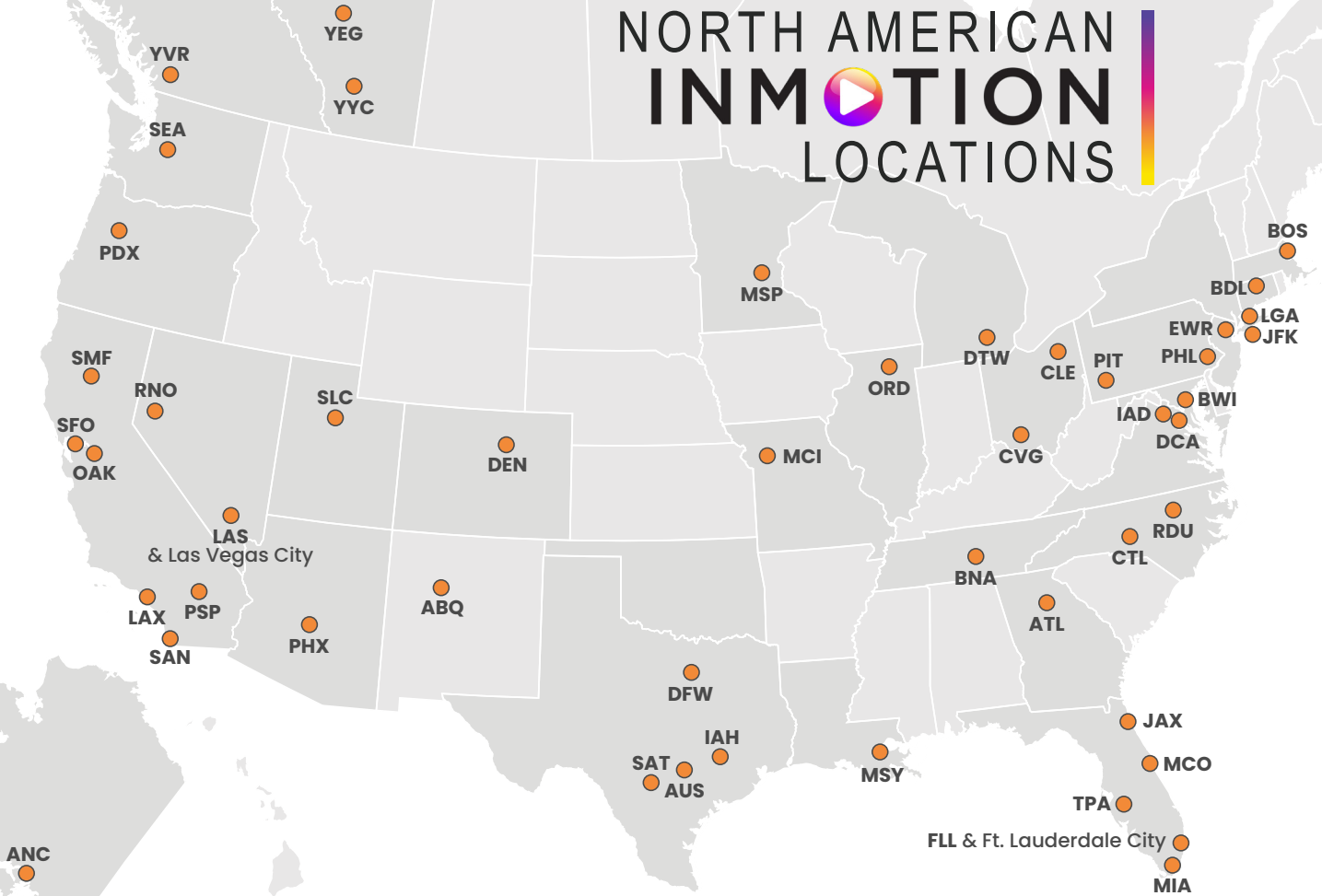


# GLOBAL BRAND RECOGNITION

## INMOTION'S JOURNEY TO GLOBAL LEADERSHIP

Founded in 1999 in Jacksonville, FL, InMotion initially focused on renting DVD players and movies to airline travelers before expanding into music, movies, and electronics retailing. This adaptability and understanding of traveler needs led to significant growth, and in 2018, InMotion was acquired by WHSmith, further expanding its global presence with its first international location opening in the U.K. in 2021. Today, InMotion stands as a globally trusted brand, renowned for its unparalleled presence and recognition in airports worldwide.

## NORTH AMERICAN INMOTION LOCATIONS



**40** INTERNATIONAL STORES

**120+** NORTH AMERICAN STORES

**48** NORTH AMERICAN AIRPORTS

# BRANDS TRAVELERS LOVE

InMotion stores redefine travel retail with a wide range of lifestyle and tech products. We offer exclusive items from top global brands like **Apple, Beats, Bose, JBL, GoPro, Sony, Samsung**, and more. Whether it's cutting-edge noise-cancelling headphones, stylish laptop bags, or the latest in fitness tech, InMotion has it all.

## **EXCLUSIVE APPLE PARTNERSHIP**

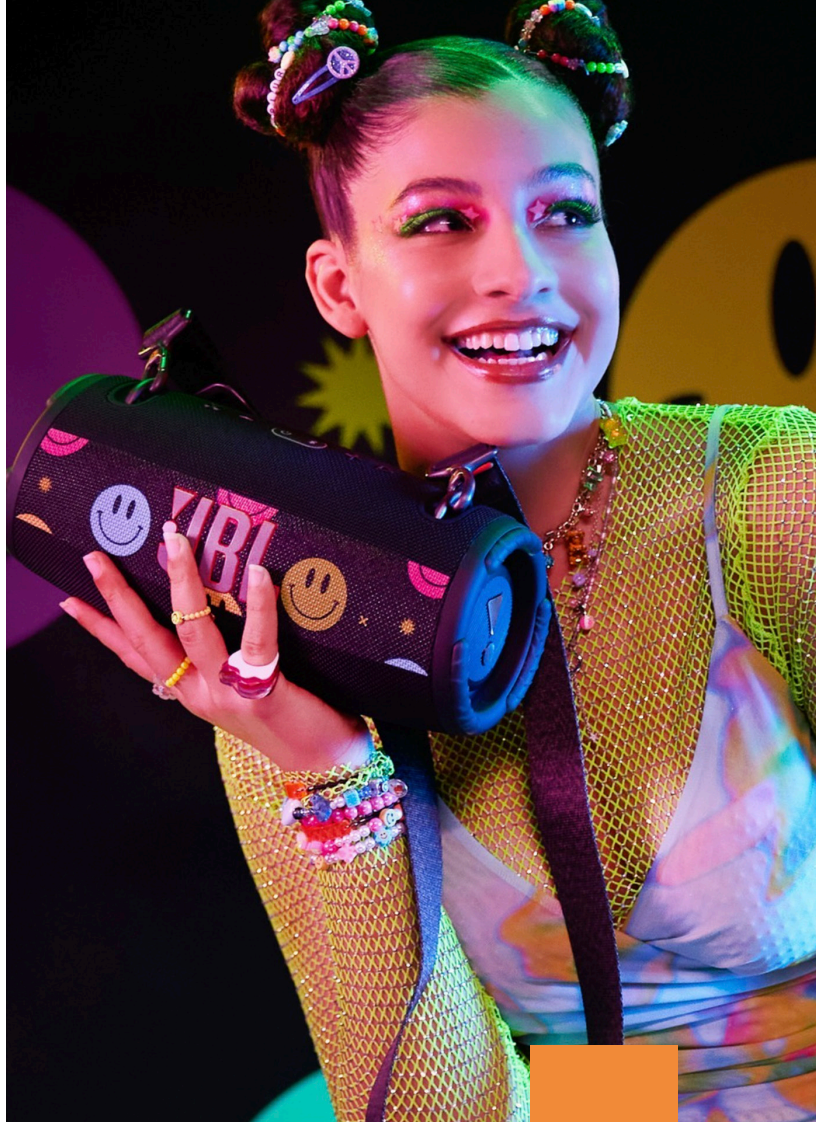
InMotion is the sole North American airport retailer with Apple Authorized Reseller Status across the entire range of accessories, audio, and hardware. We offer an impressive lineup of Apple products, including iPads, Apple Watches, and AirPods Max. This exclusive status boosts our sales per passenger by 13% and ensures priority access to limited inventory. Our close ties with Apple ensure priority access to limited inventory, offering our customers better availability and competitive pricing.



***The front of our store encourages travelers to discover all things tech with a QR code that links to the InMotion website!***







# CUSTOMER EXPERIENCE

**Consultation-Based Sales:** Our trained associates offer personalized one-on-one consultations, helping customers select the perfect products based on their unique needs and preferences.

**Hands-On Demonstrations:** Customers are often unaware of the differences between similar products. Our associates guide store visitors through hands-on demonstrations of the latest electronic innovations. Customers can experience the latest tech products at our demonstration counters, featuring suede-lined trays, mirrors, and informative digital screens, allowing them to make informed decisions with ease.

## HEADPHONE BAR

At the Headphone Bar, we ask questions about the customer's listening preferences and typical use of headphones, allowing our team members to properly explain the performance distinctions of each model and make product recommendations that best suit the customer's needs and budget. This consultation style approach builds the customer's confidence in making the right purchasing decision and increases customer satisfaction.



# INMOTION

# MERCHANDISE LIST

## ELECTRONICS

Products from Apple, Beats, Bose, Sony, JBL

Cameras	\$99.99	-	\$599.99
Headphones ANC/BT	\$34.99	-	\$999.99
Earbuds - Bluetooth	\$29.99	-	\$149.99
True Wireless Earbuds	\$39.99	-	\$499.99
Web Cams - Presenters	\$29.99	-	\$149.99

## ACCESSORIES

Products from Apple, Samsung, Belkin, UAG, Kingston, Speck, MyCharge, Phonesuit, Skross, Twelve South, Zagg, Emerge, Satechi, Einova, Skinny Dip

Cases	\$9.99	-	\$129.99
Flash Drives - SD Cards - Micro SD	\$9.99	-	\$89.99
Screen Protectors	\$29.99	-	\$79.99
Cables - Adapters	\$14.99	-	\$79.99
Fashion Accessories	\$14.99	-	\$69.99
Misc. Accessories	\$9.99	-	\$49.99
Portable Bluetooth Speakers	\$39.99	-	\$499.99
Phone Cards	\$60.00	-	\$99.99
Portable Chargers	\$29.99	-	\$199.99
Gaming Accessories	\$39.99	-	\$74.99

## HARDWARE

Products from Apple, Samsung, GoPro, SimLocal, Yoto, Polaroid

Tablets	\$279.99	-	\$1,149.99
Phones (pre-paid & unlocked)	\$99.99	-	\$999.99
Smart Watches & Wearables	\$129.99	-	\$999.99
Laptops/Notebooks	\$949.99	-	\$2,299.99
Digital Cameras	\$149.99	-	\$529.99
Gaming Devices	\$39.99	-	\$549.99

## APPLE

Tablets	\$329.99	-	\$1,199.99
Watches	\$299.99	-	\$849.99
Accessories	\$14.99	-	\$249.99

## TRAVEL

Products from Samsonite, GoTravel, Osprey, Travelpro, Skross, Targus, Tile, Thule, Ogio

Travel Accessories	\$19.99	-	\$109.99
Backpacks/Totes	\$9.99	-	\$289.99
Luggage	\$59.99	-	\$599.99
Pillows	\$12.99	-	\$69.99

## WELLNESS

Devices from Dyson, Therabody, and Quip

Hair Dryer	\$429.99	-	\$499.99
Hair Straightener			\$499.99
Curling Iron			\$599.99
Percussive Massage Devices	\$149.99	-	\$199.99
Skin Care & Beauty Devices	\$199.99	-	\$399.99
Rechargeable Toothbrushes	\$34.99	-	\$79.99
Personal Care Accessories	\$24.99	-	\$599.99

## GIFT CARDS

Assorted Gift Cards	\$10.00	-	\$500.00
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**Please see below the percentage of store selling area that would be allocated to each product category.**



- APPLE: 5%**
- SAMSUNG: 5%**
- TRAVEL: 10%**
- TECH ACCESSORIES: 35%**
- HEADPHONES: 25%**
- WELLNESS: 5%**
- DEMO TABLE: 15%**





**MAC**

**JO MALONE**  
LONDON

C05

We're excited to propose a premier beauty destination at Hollywood Burbank Airport, uniting two of the most iconic names in luxury beauty—**M·A·C Cosmetics** and **Jo Malone London**. This co-branded unit will bring travelers an elevated shopping experience, offering best-in-class personal care, cosmetics and fragrances within a modern, inviting space designed to meet the expectations of today's discerning passengers.

**LICENSING**

MAC and Jo Malone are well-known, highly regarded, and licensed under the Estée Lauder umbrella of beauty companies. Please see enclosed a letter of authorization from Estée Lauder.



Since 1984, M·A·C Cosmetics has established itself as the ultimate authority in color, with artistry at its roots, inclusion and diversity at its core, and a commitment to conscious beauty and social responsibility at the forefront. With products sold in over 120 countries, it's no wonder makeup lovers always return to M·A·C.

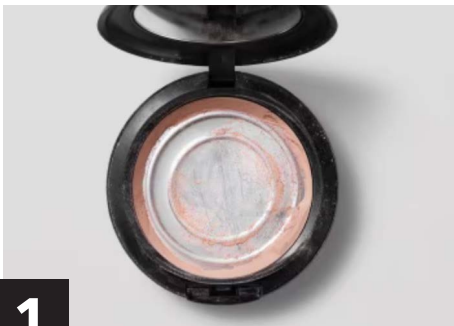


**ALL AGES  
ALL RACES  
ALL GENDERS**

## BACK TO M·A·C

### IMPROVING OUR SUSTAINABILITY FOR OVER 30 YEARS

For over 30 years, Back-To-M·A·C has recycled or recovered used product packaging and, where possible, given the old plastic a second life. Packaging that cannot be recycled is converted into energy.



**1**

Customers can return clean, empty products eligible for recycling to a participating M·A·C counter in-store or online.



**2**

Recyclable products are shredded, washed, re-pelletized, and recycled into new materials—or, in some regions, transformed into new M·A·C products.



**3**

Packaging that cannot be recycled is converted into energy.



# JO MALONE

## LONDON



# COMPANY

## VALUES

**Jo Malone London** is a British lifestyle brand known for its unique fragrance portfolio and luxury products for the bath, body and home. Rewriting the rules of perfumery by mixing unexpected combinations of ingredients and providing elegant yet playful concepts where scent is used with abandon, the world of Jo Malone continues to inspire a loyal following.

### A CULTURE OF KINDNESS

Jo Malone London believes it has a responsibility to protect the environment and support the wellbeing of its community, embedding kindness into every aspect of its work.

- **Charity Mission:** Jo Malone London is committed to helping eliminate stigmas, supporting mental health initiatives, and working with inspirational charities.
- **Sustainable Practice:** Inspired by the natural world, Jo Malone London aims to protect it by working toward a more sustainable future.
- **People & Workplace:** Jo Malone London prioritizes nurturing talent and supporting the wellbeing of its teams, striving to create an inclusive and welcoming workplace.



**COLOGNES**

Exquisitely simple, elegant scents. Each new fragrance is crafted from the highest quality ingredients by master perfumers. Designed to be worn alone or layered with another as a personalized Scent Pairing.

**HOME & CANDLES**

Jo Malone's home and candle collections bring luxurious scents to any space. From rich, enveloping candles to refreshing room sprays, each product enhances the ambiance of the home.

**BATH & BODY**

Jo Malone's bath and body line transforms daily routines into indulgent rituals. Each product, from body washes to lotions, is infused with signature scents that nourish and uplift.

**GIFTS**

Jo Malone offers a refined selection of gifts for any occasion, from beautifully boxed sets to personalized fragrances, ensuring a memorable experience for the recipient.

# A PERFECT FIT FOR BUR

- M·A·C and Jo Malone are **globally recognized luxury brands** that resonate with BUR's diverse and discerning travelers, enhancing the airport's reputation as a destination for high-quality shopping experiences.
- Both brands offer **travel-friendly products** and exclusive collections ideal for airport retail, including portable fragrance sets, makeup essentials, and skincare, meeting the immediate needs of travelers.
- M·A·C's color expertise and Jo Malone's fragrance layering allow customers to create **personalized beauty experiences**, giving travelers an opportunity to discover and enhance their unique style.
- Both M·A·C and Jo Malone are celebrated for their **dedication to inclusivity** in product offerings and brand representation, aligning with a diverse customer base and reflecting the inclusive spirit of Los Angeles.
- M·A·C and Jo Malone emphasize **conscious beauty and sustainable practices**, appealing to environmentally-conscious travelers and supporting BUR's efforts in promoting eco-friendly choices.
- With experienced beauty ambassadors on-site, travelers can enjoy **personalized consultations**, enhancing their shopping experience and ensuring they find the perfect product for their journey.

# MERCHANDISE LIST

## M·A·C

<b>LIPS</b> .....	\$15 - \$35
<b>FACE</b> .....	\$25 - \$45
<b>EYES</b> .....	\$15 - \$28
<b>BRUSHES</b> .....	\$12 - \$55
<b>SKIN</b> .....	\$31 - \$55

## JO MALONE

<b>FRAGRANCE</b> .....	\$80 - \$155
<b>BODY CARE</b> .....	\$28 - \$65
<b>DIFFUSERS</b> .....	\$105 - \$215
<b>CANDLES</b> .....	\$38 - \$260

### PERCENTAGE OF SELLING SPACE

MAC will occupy 64% of selling space and Jo Malone will occupy 36% of selling space.



# ESTÉE LAUDER

Estée Lauder AG Lachen

Feldmoosstrasse 2, CH-8853 Lachen SZ (Switzerland)  
Tel +41 (0)55 451 91 11 Fax +41 (0)55 451 91 00

October 24, 2024

Letter of Support for Marshall Retail Group, LLC (MRG)

Dear Sir,

I am pleased to submit this letter of recommendation on behalf of The Estée Lauder Companies in support of MRG for the Specialty Retail concessions within Burbank International Airport (BUR) in Space C05.

The Estee Lauder Companies is one of the world's leading manufacturers and marketers of prestige skincare, makeup, fragrances and hair care products. The Company's products are sold in over 150 countries and territories under brand names including Estée Lauder, AERIN, Aramis, Aveda, Bobbi Brown, Bumble and bumble, Clinique, Darphin Paris, Dr. Jart+, Editions de Parfums Frédéric Malle, GLAMGLOW, Jo Malone London, KILIAN PARIS, La Mer, Lab Series, Le Labo, M·A·C, Origins, Smashbox, TOM FORD BEAUTY, Too Faced and the DECIEM family of brands, including The Ordinary and NIOD.

MRG is a close business partner with great experience in the travel retail market. We have partnered with them for many years and are impressed by their high commitment level in developing the Travel Retail business. MRG is a very promising outfit and we support them in their bid for this concession. Should they be able to secure this concession, we would like to affirm our interest in participating in this project as and when an agreement on the space, location, and brand mix can be satisfactorily reached between ELC and MRG for the entire term from any concessions which may be awarded to MRG at BUR pursuant to any terms agreed to between the parties.

Please feel free to contact me if you have any questions.

Sincerely,



Javier Simon  
President, Commercial  
Travel Retail Worldwide



# SOLSTICE

## SUNGLASSES

### C05 ALTERNATE

**Solstice Sunglasses**, which MRG is presenting as an alternate for unit C05, is the ultimate luxury eyewear destination for discerning travelers, offering an exclusive selection of designer, contemporary, and performance eyewear. Each pair is meticulously curated to reflect sophisticated taste and quality, featuring iconic brands like **Cartier, Celine, Christian Dior, Dita, Fendi, Givenchy, Gucci, Loewe,** and **Tom Ford** for those who appreciate timeless elegance. For those seeking trend-forward styles, Solstice offers **Boss, Carrera,** and **Kate Spade**, while performance eyewear from **Maui Jim** and **Revo** is ideal for an active lifestyle. Solstice has grown to operate over 70 locations across the United States, including two in California.

#### **IMPACT ON THE STUDIO COLLECTIVE**

If selected for unit C05, the Solstice Sunglasses shop-in-shop within The Studio Collective would transition to a beauty-focused shop-in-shop, showcasing a selection of popular beauty brands we currently collaborate with, such as examples like Patchology, Kitsch, Marvis, and Sol de Janeiro, among others.

#### **LICENSING**

Solstice Sunglasses is a licensed concept. Please reference the attached letter of authorization.

# A PERFECT FIT

## FOR BUR



- Solstice Sunglasses is known for **its premium selection of designer eyewear**, including brands like Cartier, Dior, and Tom Ford, aligning well with BUR's sophisticated and style-conscious travelers.
- Solstice **caters to diverse preferences**, offering not only luxury brands but also contemporary and performance options, such as Maui Jim and Revo, meeting the needs of both casual travelers and active, outdoor enthusiasts.
- Solstice's staff is trained in **eyewear fitting and style consultation**, offering a level of customer service that complements BUR's commitment to quality and customer satisfaction.

# MERCHANDISE LIST

**LUXURY DESIGNER** **\$150 - \$1,150**

Example brands include Cartier, Celine, Christian Dior, Dita, Fendi, Givenchy, Gucci, Loewe, and Tom Ford.

**CONTEMPORARY/TREND** **\$150 - \$300**

Example brands include Boss, Carrera, and Kate Spade.

**PERFORMANCE/ACTIVE** **\$100 - \$300**

Example brands include Maui Jim and Revo.



**PERCENTAGE OF SELLING SPACE**

Sunglasses will occupy 100% of the selling space with sub-categories varying.

# SOLSTICE

S U N G L A S S E S

October 28, 2024

Roderick I. McOwan  
Chief Development Officer  
The Marshall Retail Group, LLC  
6600 Bermuda Road  
Las Vegas, NV 89119

**Re: Letter of Intent to propose a license opportunity at Hollywood Burbank Airport (“BUR”) between Solstice Marketing Concepts, LLC dba Solstice Sunglasses (“Solstice”) and The Marshall Retail Group, LLC (MRG)**

Dear Mr. McOwan:

This letter shall serve as notice of our intent to move forward with negotiating an agreement (“Agreement”) to license the use of our brand trademarks and logos, including the right to develop and operate a branded Solstice store for the entire term from any concessions which may be awarded to MRG at BUR.

We are excited to work with you on this opportunity and look forward to MRG offering Solstice products at BUR for the enjoyment of passengers and employees alike.

Yours truly,

SOLSTICE MARKETING CONCEPTS, LLC  
dba Solstice Sunglasses

Signed by:  
  
CBEDE7556294AD...  
Michael Rosenberg  
CEO



# PASADENA MERCANTILE

VENDING

UNIT C15



VENDING

Welcome to Pasadena Mercantile Vending, the latest innovation in automated retail catering to the needs and tastes of passengers at BUR. Our new post-security retail zone operates 24/7, ensuring that travelers have access to a variety of essentials and indulgences at their convenience. All machines are equipped with touch screens and accept credit cards, offering a seamless shopping experience. We are proud to introduce five specialized vending machines designed to maximize revenue and enhance the travel experience, including: **Chilled Drinks, Sweet & Salty Snacks, Fresh Food, Health & Beauty (including wellness brands referenced throughout our proposal), and InMotion.**

All machines will be operated by Marshall Retail Group and are proprietary concepts.

## CHILLED DRINKS

Refresh and revitalize with our Chilled Drinks vending machine. Whether travelers are seeking hydration, a caffeine boost, or a refreshing juice, Chilled Drinks offers a wide selection of options to quench any thirst. Our assortment includes:

- **Bottled water and flavored waters**
- **Energy and sports drinks**
- **Ready-to-drink coffee and tea**
- **Soft drinks and artisanal sodas**
- **Nutritional and wellness drinks**
- **Local and sustainable offerings including Health-Ade, Suja Juice, and Path Water.**





# BUR VENDING

## THE LATEST INNOVATION IN AUTOMATED RETAIL



### SWEET & SALTY SNACKS

Travelers will indulge their cravings with our **Sweet & Salty Snacks** vending machine. Whether they desire a healthy nibble or a guilty pleasure, we provide a diverse selection of snacks to satisfy all tastes and most dietary preferences. Our range includes:

- **Savory items: chips, popcorn, and crackers**
- **A variety of candies and chocolates**
- **Healthy snacking options**
- **Selections of gum and mints**
- **Local offerings will include California Gummy Bears, People’s Choice Beef Jerky, and Karma Nuts.**



### HEALTH & BEAUTY

Our **Health & Beauty** vending machine offers a proprietary retail concept dedicated to travel essentials. Find a comprehensive range of products to cover your needs on the go, including:

- **Personal care items like shaving cream, feminine products, and deodorant**
- **Over-the-counter remedies and vitamins**
- **Eye, lip, and oral health care products**
- **First aid essentials and children’s health**
- **Home, office, and personal protective equipment**



### FRESH FOOD

Experience the convenience of fresh, healthy meals with our **Fresh Food** vending machine. We stock a variety of freshly prepared, individually packaged options perfect for any time of the day:

- **Wraps and sandwiches**
- **Fresh salads**
- **Nutritious bowls**
- **Breakfast items/baked goods**
- **Snack kits**



### INMOTION

Stay connected and entertained with **InMotion**, the leading automated retail solution for electronics at BOI. We offer an extensive selection of the latest tech products and accessories, ensuring travelers find exactly what they need:

- **Noise-cancelling headphones**
- **Wireless headphones**
- **Digital action cameras**
- **Portable power**
- **Mobile accessories**

Featuring top brands like Apple, Beats, Bose, and Sony, InMotion caters to all your electronic needs with the convenience of vending retail

We will partner with an established local supplier, Metropolitan Culinary Services, based in Burbank, CA, among other vendors, to produce grab & go items, ensuring local brand name recognition, quality, freshness, and comfort. Our fresh food offerings will meet a variety of dietary needs, including gluten free, vegetarian and vegan.

# THE AVIATOR

## PRE-SECURITY VENDING UNIT C17

In the pre-security C17 location, we're launching **The Aviator Vending** to serve the diverse needs of travelers, airport greeters, and BUR employees alike. Burbank and its surrounding communities are steeped in a rich aviation legacy. From its early days as the Lockheed Air Terminal to the groundbreaking work of aviation pioneers like Glen Martin, Donald Douglas, and Amelia Earhart, the region's history is deeply tied to light. The Aviator Vending pays homage to these roots, blending convenience with a nod to Burbank's unique past. This concept will feature two vending machines: **Chilled Drinks and Sweet & Salty Snacks**. All machines are equipped with touch screens and accept credit cards, offering a seamless shopping experience.

All machines will be operated by Marshall Retail Group and are proprietary concepts.

### CHILLED DRINKS

Refresh and revitalize with our **Chilled Drinks** vending machine. Whether travelers are seeking hydration, a caffeine boost, or a refreshing juice, Chilled Drinks offers a wide selection of options to quench any thirst. Our assortment includes:

- **Bottled water and flavored waters**
- **Energy and sports drinks**
- **Ready-to-drink coffee and tea**
- **Soft drinks and artisanal sodas**
- **Nutritional and wellness drinks**
- **Local and sustainable offerings including Health-Ade, Suja Juice, and Path Water.**



### SWEET & SALTY SNACKS

Travelers will indulge their cravings with our **Sweet & Salty Snacks** vending machine. Whether they desire a healthy nibble or a guilty pleasure, we provide a diverse selection of snacks to satisfy all tastes and most dietary preferences. Our range includes:

- **Savory items: chips, popcorn, and crackers**
- **A variety of candies and chocolates**
- **Healthy snacking options**
- **Selections of gum and mints**
- **Local offerings will include California Gummy Bears, People's Choice Beef Jerky, and Karma Nuts.**





# QUALITY ASSURANCE

Our commitment to maintaining the highest standards for quality is reflected in our supplier selection, employee training, and our quality control systems. Most of all, that commitment is reflected in the dedication and expertise of the people who work in our stores.

A culture of quality is established at every level, from our suppliers and vendors to our managers, supervisors, and customer experience associates. We communicate diligently with our suppliers and employees about our

expectations for quality. Even though our products have already been inspected before they come to us, our staff further inspects to ensure consistency and quality. We take great care to ensure damaged merchandise does not enter our storerooms or reach our customers. Any employee who finds a quality control issue is empowered and encouraged to pro-actively address the issue or immediately bring the issue to management for quick resolution.

# MONITORING CUSTOMER SATISFACTION

The landscape in airport retail is constantly evolving and we understand a retail organization must understand customer behaviors and attitudes. We also know that both customers and expectations change, and it is our responsibility to adapt to their expectations. We are always learning about the customers we serve by gathering and assessing the

powerful data that our high-tech in-store solutions provide. At the bottom of our receipts, we provide an email for customer feedback, allowing customer insight from their in-store experience. Additionally, we gain feedback from our social media channels, all of which allows us to continuously improve the overall shopping experience.



# GRAB+GO MENU

## LOCALLY-MADE FRESH FOOD

Fresh grab & go menu will be offered at The Arts District Market, The Studio Collective, Pasadena Mercantile, and Pasadena Mercantile Vending. Below is a proposed menu in partnership with our local grab & go vendors, **The Carving Board** and **Metropolitan Culinary Services, Inc.**



### SANDWICHES // \$12.99 - \$15.99

#### California Smash

Turkey breast, avocado, sunflower seeds, swiss, lettuce and tomato on sourdough toast

#### Chicken Salad Club

Chicken salad, walnuts, mayo, cranberry, thick cut bacon, lettuce and tomato on a brioche bun

#### Roast Beef & Cheddar

Roast beef, cheddar cheese, lettuce, tomato, bermuda onion and carving spread on a telera roll

#### Sweet November

Turkey breast, goat cheese, cranberry, baby cucumber, tomato, bermuda onion and balsamic glaze on 9 grain wheat

#### Caprese

Roma tomatoes, fresh mozzarella, basil, & basil oil on ciabatta, served with a side of balsamic dressing

### SALADS // \$12.99 - \$16.99

#### Carving Salad

Petite greens, spinach, mushrooms, bell pepper, tomato, bermuda onion, baby cucumber, sun ower seeds, carrots and avocado tossed in champagne vinaigrette

#### SuperFood Salad

Raw kale, spinach, cabbage, ancient grains, roasted corn, tomato, sun ower seeds, cabernet vinaigrette

#### Sweet November Salad

Petite greens, turkey breast, goat cheese, cranberry, baby cucumber, tomato, bermuda onion and balsamic glaze, cabernet vinaigrette

#### Kale Pasta Salad

Rarlic kale, pasta, carrots, sesame seeds, and fresh basil tossed in a creamy soy vinaigrette

### SNACKS // \$6.49 - \$12.99

- Veggie & Hummus Snack Kit
- Charcuterie Snack Kit
- Protein Snack Kit
- Yogurt Parfait
- Lunchables
- Cookies & Desserts
- Baked Goods
- Whole Fruit - apples, bananas, oranges, berry fruit cup

### BEVERAGES

Bottled Water	\$2.69 - \$6.99
20oz. Bottled Water	\$2.69 - \$5.99
1L Bottled Water	\$2.99 - \$6.99
Sparkling Water	\$2.69 - \$3.49
Soda	\$2.99 - \$4.99
Energy Drinks	\$4.99 - \$6.49
Teas	\$2.99 - \$5.99
Sports Drinks	\$3.29 - \$5.99
Chilled Juices	\$3.99 - \$6.49
Shelf Stable Juice	\$3.99 - \$6.49
Kombucha	\$4.99 - \$8.99
Dairy &	
Drinkable Yogurts	\$2.99 - \$4.99
Fresh Pressed Juices	\$5.99 - \$12.99
Protein Drinks	\$4.99 - \$12.99



**Exhibit D: Form of Subconcession Addendum**

Date: \_\_\_\_\_

To: Burbank-Glendale-Pasadena Airport Authority (the “Authority”)

Re: Concession Agreement dated \_\_\_\_\_, 20\_\_ (“Concession Agreement, between the Authority and [Concessionaire name] (“Concessionaire”), and [Title of Subconcession Agreement], dated, \_\_\_\_\_, 20\_\_ (“Subconcession Contract”), between Concessionaire and [Subconcessionaire name] (“Subconcessionaire”)

With reference to the Concession Agreement and Subconcession Contract, Concessionaire and Subconcessionaire agree (and represent and warrant to the Authority) that:

1. The Subconcession Contract is, and at all times shall be carry out in manners consistent with the Concessionaire Agreement.
2. To the extent there are any inconsistencies between the Concession Agreement and the Subconcession Contract, the Subconcession Contract shall be deemed amended to be consistent with the Concessionaire Agreement.

[CONCESSIONAIRE SIGNATURE BLOCK]

[SUBCONCESSIONAIRE SIGNATURE BLOCK]



**Exhibit E: Form of Monthly Rent Report**

(see attached.)

**Exhibit F: Minimum Initial Capital Investment**

(COMPLETED IN ACCORDANCE WITH PROPOSED AMOUNTS AND UPDATE WITH AUDITED AMOUNTS BASED ON AS-BUILTS)

<b>Unit Number</b>	<b>Concept Name</b>	<b>Minimum Initial Capital Investment</b>	<b>Initial Capital Investment Amount Audited by Authority*</b>
B01	The Arts District Market	\$2,138,993	
C02/C03	The Studio Collective	\$2,564,601	
C04	InMotion	\$854,357	
C05	MAC & Jo Malone	\$707,310	
C06	Tansy	\$1,162,770	
C14	Pasadena Mercantile	\$2,085,221	
C15	Pasadena Mercantile Vending	\$173,388	
C17	The Aviator Vending	\$104,519	
C18	The Palm Coffee Bar		

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\*Audit to be finalized prior to October 2026

**Exhibit G: Midterm Refurbishment Schedule**

(COMPLETED IN ACCORDANCE WITH PROPOSED AMOUNTS AND UPDATE WITH AUDITED AMOUNTS BASED ON AS-BUILTS)

A minimum of 15% of the Initial Investment Amount shall be invested in the Leased Premises as the Midterm Reinvestment as follows:

Between the fifth and sixth full Fiscal Years after the Date of Beneficial Occupancy.

Such reinvestment shall be completed in accordance with the Concession Tenant Design and Construction Manual and include all refinishing, repairing, redecorating, repainting, and re-carpeting necessary to keep the Leased Premises in a condition acceptable to the Authority. At the request of the Authority, such reinvestment may be used for re-concepting.

Concessionaires shall submit plans and a schedule for the Midterm Reinvestment to the Authority for review and approval a minimum of 120 days prior to the midpoint of the fifth Fiscal Year after the Date of Beneficial Occupancy.

<b>Unit Number</b>	<b>Concept Name</b>	<b>Midterm Refurbishment</b>
B01	The Arts District Market	\$320,849
C02/C03	The Studio Collective	\$384,690
C04	InMotion	\$128,154
C05	MAC & Jo Malone	\$106,097
C06	Tansy	\$174,416
C14	Pasadena Mercantile	\$312,783
C15	Pasadena Mercantile Vending	\$26,008
C17	The Aviator Vending	\$15,678
C18	The Palm Coffee Bar	

**Exhibit H: Concessionaire Operations Standards Packet**

(TO BE ATTACHED BEFORE START OF CONCESSION PERIOD PURSUANT TO SECTION 10.25)

**Exhibit I: ACDBE Plan / Joint Venture Agreement (if applicable)**





# ACDBE

## PARTICIPATION PLAN

Marshall Retail Group proposes 25% ACDBE participation for the Hollywood Burbank Airport RFP. Upon award, we will establish a joint venture, MRG Burbank, LLC, with three ACDBE partners, including: Tansy, LLC, Archline Studio, Inc., and Octavia’s Bookshelf, LLC. Each partner will have significant roles in management and operations, with responsibilities aligned to their ownership

stakes, as outlined in Exhibit D of the enclosed draft JV operating agreement. This collaboration ensures that the joint venture leverages the diverse expertise and community connections of each partner, fostering operational excellence and strong local engagement. Information about each of the partners can be found in the chart below and on the following pages.

**Applicable NAICS codes for this contract include:**  
449210, 459210, 459420, 722515, 445131, and 455219.

Partner & Firm Name	Shawna Christian Tansy, LLC	Arlette Mulford Archline Studio, Inc.	Portlan Nicole "Nikki" High Octavia’s Bookshelf, LLC
Address	2120 W. Magnolia Blvd. Burbank, CA 91506	2614 Aiken Ave. Los Angeles, CA 90064	1361 N. Hill Ave. Pasadena, CA 91104
Status	ACDBE Certification Pending	ACDBE Certified	ACDBE Certification Pending
Race & Gender	African American Female	Caucasian Female	African American Female
Age of Firm	5 years	11 years	1.5 years
FEIN #	83-2050141	46-3219242	87-1670936
% JV Ownership	10%	10%	5%
Est. Gross Receipts Earned Over Term	\$18.7 million	\$18.7 million	\$9.3 million

## **Exhibit J: Worker Retention Policy**

### **I. PURPOSE**

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

### **II. DEFINITIONS**

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

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

### **III. TRANSITION EMPLOYMENT PERIOD**

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

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

#### IV. **EXEMPTIONS**

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

#### V. **RECORD KEEPING REQUIREMENTS**

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

#### VI. **COLLECTIVE BARGAINING AGREEMENTS**

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

## **Exhibit K: Federal Requirements**

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

### **1. General Civil Rights Provisions**

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

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

C. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

D. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

### **2. Civil Rights – Title VI Assurance**

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

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

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination



prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

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

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

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

### **3. ACDBE Regulations**

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

contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

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

## **BID PROTEST OF MCS BURBANK, LLC**

**Project:** Request for Proposals ADM25-01 Food Service and Retail Concessions Hollywood Burbank Airport (“RFP”)

**Bid Recommendation of Award Date:** December 17, 2024

**Bid Protest Date:** December 19, 2024

**Nature of Protest:** Package 1: SSP America BUR, LLC (“SSP”) did not submit a responsive bid due to its violation of the RFP including the non-exclusivity provisions in APPENDIX H PROHIBITION ON EXCLUSIVITY FORM

**Submitted By:** MCS Burbank, LLC (“MCS”) through Mr. Eduardo G. Roy of Prometheus Partners L.L.P., its attorneys.

**Submitted To:** Lanna Aguilera, C.P., Senior Manager, Procurement, [laguilera@bur.org](mailto:laguilera@bur.org)

### **I. BACKGROUND**

Established in 1990, MCS is a family-run, woman-owned, ACDBE that has served as the prime food and beverage provider at the Hollywood Burbank Airport (“Airport”) for over three decades.

Over the past 30 years MCS has played a vital role in the support of the cities of Burbank, Glendale, and Pasadena. From tens of thousands of meal donations to the needy and well over a million dollars in charitable contributions to the nonprofit community, MCS has been a good steward of the airport in every way possible.

Among Airports nationwide with 1.5 to 6 million enplanements, concerning 2022 and 2023 revenue per enplaned passenger, MCS Burbank ranks **number 3**. Regarding all small and medium California airports, MCS Burbank ranks **number 1**.

Every airport is an economic engine, and MCS finds ways for that power to stay in the community. MCS holds two leases and currently operates 13 Food & Beverage locations at the Airport, two Food & Beverage locations at Glacier Park International Airport (GPIA), one retail location at Glacier Park International Airport (GPIA), and jointly operates a Food & Beverage location at Raleigh-Durham International Airport (RDU).

Therefore, MCS naturally desires to maintain its partnership with the Airport and looks forward to fulfilling its concessions role for at least another 12 years.

### **II. RFP REQUIREMENTS**

The subject RFP provides at p. 4 the following language that each Proposer must agree to:

By submitting a proposal, Proposer acknowledges receipt of all content of the RFP package as delivered electronically and **hereby attests to non-collusion regarding the competitive opportunity and any financial offer submitted.** Proposer acknowledges and accepts the terms of this solicitation, including any addenda, which will become part of any resultant agreement, and agrees that the terms as listed will supersede any conflicting contractual terms and/or conditions specified elsewhere. **Proposer certifies that the information provided in its submission is complete and that the information submitted is true and accurate to the best of its personal knowledge.** (Emphasis added.)

The RFP further provides at p. 6:

### **PROPOSAL EVALUATION CRITERIA**

**The Authority will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP.** An evaluation panel of Authority personnel will perform the review. **Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. The evaluation panel may select all, some or none of the Proposers, for interviews.** If the evaluation panel chooses to conduct interviews, proposals will be re-scored using the same criteria based on responses given at the interviews. **The Authority may also request additional information from Proposers at any time.** (Emphasis added.)

The RFP further provides at p. 8:

### **TITLE VI SOLICITATION NOTICE**

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all proposers that **it will affirmatively ensure that for any contract entered into pursuant to this RFP, airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this RFP and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.** (Emphasis added.)

The RFP further provides at p. 8:

**The Authority reserves the right to cancel the opportunity, or to reject any and all submissions, for any reason at its sole discretion, at any time prior to contract award,** or to waive any informalities or technical defects as the interests of the Authority may require. (Emphasis added.)

The RFP further provides at p. 58:

## **11.0 EVALUATION PROCESS AND AWARD**

### **11.1 Evaluation of Proposals and Evaluation Criteria**

**Proposals will be evaluated based on how they meet the requirements and criteria outlined in this RFP. Proposers may be requested to attend an interview prior to final selection.** The Authority may request one or more Proposers to present a “best and final” proposal. If, for any

reason, a Concession Agreement cannot be awarded to a selected Proposer, the Concession Agreement may be awarded, through negotiations or otherwise, to the Proposer receiving the next highest evaluation rating. The Authority reserves the right to at any time to cancel this RFP.

Appendix H to the RFP further provides:

**The following form must be executed by authorized representatives of Proposer as well as proposed sub-concessionaires, ACDBEs, small business operators, and local business operators. Please complete one form for each proposed firm and submit with Proposal. (Emphasis in original.)**

**Proposer and all proposed sub-concessionaires, ACDBEs, small business operators, and local business operators hereby certify that, as of the Proposal Deadline set forth in this RFP, neither Proposer nor any entity comprising Proposer is a party to any agreement with, or otherwise imposes any condition on, any proposed sub-concessionaire, ACDBE, small business operator, or local business operator that seeks to restrict the ability of such sub-concessionaire or operator to participate as a sub-concessionaire, franchisor, licensor, or product vendor, using the same concept/brand or otherwise, with any other Proposer that may submit a Proposal in response to this RFP or any other Airport concession RFP issued by the Authority contemporaneously herewith. (Emphasis added.)**

### **III. BID RECOMMENDATION FOR AWARD**

On December 17, 2024, MCS received a “Notice to all Respondents” advising that (1) Proposals were submitted by four firms; (2) All were deemed responsive; (3) A recommendation for award of a Concession Agreement will be made accordingly for the following packages: Package 1: SSP America BUR, LLC; and (4) These will be presented to the Burbank-Glendale-Pasadena Airport Authority Commission’s Executive Committee on January 15, 2025.

### **IV. RFP VIOLATIONS BY SSP**

MCS protests the foregoing recommendation and any future award to SSP on the grounds that SSP and its sub-concessionaires violated the above-quoted provisions of the RFP and Appendix H to the RFP. Attached hereto is the Confidential Letter of Intent in which SSP and Antonia Lofaso Catering LLC, which owns brands including Black Market Liquor Bar and Scopa Italian Roots, agreed as follows:

6. Exclusive Relationship. **Beginning on the date of this letter and ending two years after the date of an official public announcement by the Airport or applicable governing body of a non appealable award under any RFP where a Proposal includes the Restaurant or any other Licensor related concept (“Exclusivity Period”), Licensor agrees that (a) SSP has the exclusive right to bid and propose the Restaurant and any other Licensor related concept in connection with any Proposal, RFP or other applicable proposal package related to the Airport (collectively, the “Airport Proposals”), and (b) Licensor (and its owners or any natural person with an ownership interest in Licensor and any of their close adult family members, such as a current spouse, parent, child, sibling, grandchild, or grandparent) or any of its**



**affiliates or any of its or their representatives will not directly or indirectly enter into any commitments (whether or not binding) or contracts, and will not initiate, solicit, encourage, facilitate or continue any inquiries, discussions or negotiations with any third parties regarding the use of the Trademarks and System or proprietary products of Licensor or its affiliates in response to any Airport Proposals, or any amendments, supplements or re-issues of any Airport Proposals. In addition, during the Exclusivity Period, Licensor (and its owners or any natural person with an ownership interest in Licensor) or any of its affiliates or any of its or their representatives will promptly (and in any event within three days) notify SSP in writing of the receipt of any oral or written offer, indication of interest, proposal or inquiry to an alternative transaction with any third party at the Airport, such notice to include the material terms thereof, including the identity of the person or group of persons involved. (Emphasis added.)**

This agreement directly violates the non-exclusivity language in Appendix H quoted above by restricting SSP's sub-concessionaire from bidding with anyone other than SSP for the subject RFP. The RFP was released August 12<sup>th</sup>, 2024. SSP sent the letter, signed by SSP's President, to Antonia Lofaso seeking exclusivity on August 27, 2024.

In addition, Ms. Lofaso shared this agreement with Mr. Steven Mora of MCS after he asked her to participate in MCS's bid for the RFP that was made public. She also informed Mr. Mora that this agreement had been signed by her partner. She further indicated that, because of this agreement, she did not feel comfortable participating in MCS's bid. Because of this illegal agreement (and likely others), MCS (and all prospective bidders) were denied the opportunity to use Ms. Lafaso and her companies and brands for their bids.

Therefore, in addition to violating Appendix H, SSP's bid also violates the attestation and certification provisions quoted above on p. 4 of the RFP. These violations include both SSP and its sub-concessionaires

## **V. VIOLATIONS OF LAW BY SSP**

The competitive bidding process involves public advertisement for the submission of bids, the public opening of bids, and the award of contracts to the lowest responsible bidder that is *responsive to the solicitation for bids*. This process is almost exclusively governed by statute. The Public Contract Code applies in one respect or another to virtually all public entities in California. Pursuant principally to the California Public Contract Code, with limited exceptions, public agencies have a duty to publicly bid certain contracts. Specific provisions applicable to cities are set forth in §20160-§20175.2 of the Public Contract Code.

Indeed, Public Contract Code §1100 contains an express declaration of legislative intent, stating that the purpose of the code is to: (a) clarify the law with respect to competitive bidding requirements, (b) ensure full compliance with competitive bidding statutes as a means of protecting the public from misuse of public funds, (c) provide all qualified bidders with a fair opportunity to enter the bidding process, thereby stimulating competition in a manner conducive to sound fiscal practices, and (d) eliminate favoritism, fraud, and corruption in the awarding of public contracts.

The importance of competitive bidding stems from the California Constitution and more than 140 years of California Supreme Court precedent precluding all payments on contracts violating the competitive bidding laws. As stated in *Konica Business Machines U.S.A., Inc. v. Regents of University of California*, 206 Cal. App. 3d 449 (1988):

The purpose of requiring governmental entities to open the contracts process to public bidding is to eliminate favoritism, fraud and corruption; avoid misuse of public funds; and stimulate advantageous marketplace competition. [Citations, including *Miller v. McKinnon*, 20 Cal. 2d 83, 88 (1942).] Because of the potential for abuse arising from deviations from strict adherence to standards which promote these public benefits, the letting of public contracts universally receives close judicial scrutiny and contracts awarded without strict compliance with bidding requirements will be set aside. This preventative approach is applied even where it is certain there was in fact no corruption or adverse effect upon the bidding process, and the deviations would save the entity money. [Citations, including *Miller v. McKinnon*.] The importance of maintaining integrity in government and the ease with which policy goals underlying the requirement for open competitive bidding may be surreptitiously undercut, mandate strict compliance with bidding requirements.

(*Id.* at 456-57; *see also Domar Elec., Inc. v. City of Los Angeles*, 9 Cal. 4th 161, 175-76 (1994) (stating that “bidding requirements must be strictly adhered to in order to avoid the potential for abuse in the competitive bidding process”).)

As stated by one court, the “importance of maintaining integrity in government and the ease with which policy goals underlying the requirement for open competitive bidding may be surreptitiously undercut, mandate strict compliance with bidding requirements.” *Ghilotti Constr. Co. v. City of Richmond*, 45 Cal. App. 4th 897, 907-08 (1996). Given these policies underlying the competitive bidding laws, the California Constitution and case law prohibit any payment on a contract made in violation of those laws. Cal. Const. art. XI, § 10; *Miller v. McKinnon*, 20 Cal. 2d 83 (1942); *Reams v. Cooley*, 171 Cal. 150 (1915); *Zottman v. San Francisco*, 20 Cal. 96 (1862).

This fundamental principle prohibiting payments on contracts made without authority of law does not distinguish between cases where there was a defect in the bidding process and cases where there was an absence of competitive bidding. It is settled law that no payments of any kind can be made where the agency was without authority to make the contract. Cal. Const. art. XI, § 10. As explained by the California Supreme Court in *Miller v. McKinnon*, when a statute prescribes the method of contracting, a contract made in violation of the statutorily prescribed mode is void.

In order to be awarded a contract, the low bid must be “responsive” to the specification (RFP), and the low bidder must be a “responsible” bidder. As one court explained, a “bid is responsive if it promises to do what the bidding instructions demand. A bidder is responsible if it can perform the contract as promised.” *Taylor Bus Serv., Inc. v. San Diego Bd. of Educ.*, 195 Cal. App. 3d 1331, 1341 (1987).

Responsiveness, however, is judged based on the bid as submitted; a non-responsive bid may not be corrected or supplemented after opening. As a result, a determination as to responsiveness is viewed as less complex, and as not involving government discretion (either the bid meets the requirements, or it does not). Thus, a finding of non-responsiveness requires less due process protection than does a finding of non-responsibility. *Taylor Bus*, 195 Cal. App. 3d at 1342.

Issues of responsiveness involve a two-part inquiry. First, the Authority must consider whether the bid promises to do what the solicitation requires. A bid which contains a deviation from what the solicitation requires is non-responsive. Once the Authority has determined that a bid is non-responsive, the Authority must consider whether the deviation is material or immaterial. A bid that contains only an immaterial deviation may be accepted but is not required to be accepted, at the public entity's discretion. *MCM Construction*, 66 Cal. App. 4th at 373-74. A bid that is materially non-responsive is unavailable for award. A bid is materially non-responsive if it gives the bidder a competitive advantage not available to other bidders. As one California court explained:

“A basic rule of competitive bidding is that bids must conform to specifications, and that if a bid does not so conform, it may not be accepted. [Citations.] However, it is further well established that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential. . . .”

(*Konica Business Machs. U.S.A., Inc. v. Regents of Univ. of Cal.*, 206 Cal. App. 3d 449, 456-57 (1988) (quoting 47 Ops.Cal.Atty.Gen. 129, 130-131 (1966).)

Here, there is no question but that SSP's bid and its sub-concessionaires listed therein violated the terms of the RFP including Appendix H by entering into exclusive arrangements that precluded SSP's sub-concessionaires from participating in other RFP bids. This violation was certainly material because it prevented MCS and other potential bidders from using SSP's sub-concessionaires and thereby gave SSP an unfair advantage that other bidders or potential bidders did not have. Indeed, the mere fact that the Authority exposed the non-exclusivity requirements in a separate Appendix (H) proves their materiality.

In addition, these arrangements affected SSP's price and the prices of the other prospective bidders, including MCS's bid, because SSP utilized a non-customary, reduced amount of compensation in the attached agreement with Antonia Lofaso Catering LLC which bases payment upon *net profits* as opposed to standard fees or royalties based on gross sales/revenues, which would be higher and increase other bids. Specifically, this attached agreement provides in paragraph 2:

b. Fees. SSP will pay Licensor, on a quarterly basis, a royalty fee equal to 4% of the Restaurant's net revenue based upon SSP's fiscal year and brand profitability statement ("Royalty Fee"). Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement.

OR

b. Fees. SSP will pay Licensor, on a quarterly basis, a management fee equal to 20% of the Restaurant's profits based upon SSP's fiscal year and brand profitability statement ("Management Fee"). Licensor acknowledges that all administrative costs, distribution, storage, corporate and other operating costs shall form part of the expense portion of such statement. Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement. In addition, if at any time or for any reason, Licensor closes all restaurants that use the Trademarks and/or System within a 50 mile radius of the Airport, then Licensor will no longer be entitled to any fees, including without limitation, the Management Fee under the License Agreement.

Accordingly, SSP's bid must be found by the Authority to be materially non-responsive to the RFP. SSP's bid must therefore be rejected.

## **VI. OBLIGATIONS AND RIGHTS OF THE AUTHORITY**

MCS respectfully believes that the Authority has the following obligations, along with the following rights, from the RFP language quoted above:

1. The Authority must conduct a comprehensive, fair, and impartial evaluation of proposals received in response to the RFP, with each proposal being analyzed to determine overall responsiveness to the RFP.
2. The evaluation panel may select all, some, or none of the Proposers, for interviews.
3. The Authority must affirmatively ensure that for any contract entered into pursuant to this RFP, the ACDBE (MCS) will be afforded full and fair opportunity to submit proposals in response to this RFP and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.
4. The Authority reserved the right to cancel the opportunity, or reject any and all submissions, for any reason at its sole discretion, at any time prior to the contract award (which has not yet occurred). That right should be exercised here.
5. Proposals must be evaluated based on how they meet the requirements and criteria outlined in this RFP. Here, SSP's bid does not comply with important aspects of the RFP.
6. Proposers may be requested to attend an interview prior to final selection.
7. Unless SSP's bid is withdrawn with the Authority's permission, the Authority should fully investigate this matter and the violations detailed herein by, among other things, (1) getting sworn statements from MCS representatives, SSP representatives, and all SSP sub-concessionaires representatives concerning the violations described herein and (2) obtaining originals and copies of all agreements, contracts, negotiations, LOIs, and communications between and among SSP and all of its listed sub-concessionaires regarding this RFP before the SSP bid was submitted.

**VII. CONCLUSION**

Based on the foregoing, unless SSP chooses to withdraw its bid with the Authority's consent (which would be the proper thing to do), the Authority is respectfully requested to (i) perform its investigative responsibilities, (ii) find that SSP's bid was materially non-responsive, (iii) reject SSP's bid, and (iv) award the contract to MCS as the next lowest responsive and responsible bidder.

Respectfully submitted,

PROMETHEUS PARTNERS L.L.P.

By: \_\_\_\_\_  
Eduardo G. Roy, Attorneys for  
MCS Burbank, LLC



**August 27, 2024**

645 W 9<sup>th</sup> St. Ste 218  
Los Angeles, CA 90015

**BUR  
LAX  
Antonia Lofaso Catering LLC**

**CONFIDENTIAL LETTER OF INTENT**

Dear Ms. Lofaso:

This letter confirms the intent of SSP America, Inc. (“**SSP**”) and Antonia Lofaso Catering LLC (“**Licensor**”) to enter into a definitive brand license agreement (“**License Agreement**”) for the development and operation of food and beverage concessions at Hollywood-Burbank Airport or Los Angeles International Airport (“**Airport**”).

1. Background. SSP intends to submit one or more proposals (“**Proposal(s)**”) to develop food and beverage concessions in response to any Request for Proposal made by the Airport (“**RFP(s)**”). As part of its Proposal(s), SSP may include one or more Antonia Lofaso concepts (“**Restaurant(s)**”) featuring Licensor’s owned or licensed proprietary trade names, trademarks, trade dress, recipes, products, know-how and unique operating systems (collectively, the “**Trademarks and System**”).

2. License Agreement Provisions. The License Agreement will be prepared by SSP and will have the following provisions:

a. Ownership and Capitalization. SSP will own and operate the Restaurant and will be solely responsible to pay for all third-party costs of design, construction, equipment and operations at its sole discretion, with Licensor providing input from the date of the project kickoff to the 60% design stage of the Restaurant.

b. Fees. SSP will pay Licensor, on a quarterly basis, a royalty fee equal to 4% of the Restaurant’s net revenue based upon SSP’s fiscal year and brand profitability statement (“**Royalty Fee**”). Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement.

OR

b. Fees. SSP will pay Licensor, on a quarterly basis, a management fee equal to 20% of the Restaurant’s profits based upon SSP’s fiscal year and brand profitability statement (“**Management Fee**”). Licensor acknowledges that all administrative costs, distribution, storage, corporate and other operating costs shall form part of the expense portion of such statement. Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement. In addition, if at any time or for any reason, Licensor closes all restaurants that use the Trademarks and/or System within a 50 mile radius of the Airport, then Licensor will no longer be entitled to any fees, including without limitation, the Management Fee under the License Agreement.

c. Menu; Products. With input from Licensor, SSP will develop and implement the menu for the Restaurant and, as needed from time to time, may modify the menu and dining formats for the Restaurant. To maximize SSP’s supply chain efficiencies, Licensor and SSP will work together to ensure all products for the

Restaurant may be purchased by SSP from its preferred suppliers. Licensor will not receive commissions, credits or other compensation from any third-party vendors relating to purchases by SSP for the Restaurant.

d. Licensor Assistance. Licensor will provide information and assistance for architectural plans and drawings, signage, menu design, and recipes, and Licensor will provide pre-opening, opening and post-opening training. Licensor will also provide SSP with a complete and comprehensive manual for the development and operation of the Restaurant.

e. License Agreement Term. The initial term of the License Agreement will coincide with the term of the Airport lease that includes the Restaurant (“**Lease**”), and will be renewable at the option of SSP if the Lease term is extended. Because of the unique nature of airports, the Restaurant may be relocated within the Airport, temporarily closed or permanently closed or rebranded before the end of the initial term of the License Agreement.

f. Other Provisions. The License Agreement will include other provisions that are standard in the airport food and beverage concession industry.

3. Target Date. SSP and Licensor will use reasonable efforts to negotiate and execute the License Agreement within 90 days after the signing of the Lease by SSP and the Airport (“**Target Date**”).

#### **BINDING PROVISIONS**

4. Binding Provisions. This paragraph and all the following numbered paragraphs are contractually binding (“**Binding Provisions**”). Except for the Binding Provisions and the License Agreement (if fully signed), neither this letter nor any verbal, electronic, written or other communications or documents between SSP and Licensor are intended to be contractually binding and are not to be relied upon for any claim of inducement, implied contract, estoppel, contract by performance or similar theory.

5. Assistance with Proposal(s). In the event SSP includes the Restaurant or any other Licensor related concepts as part of its Proposal(s) in response to any RFP at the Airport, Licensor will use best efforts to (a) provide information and assistance to aid SSP’s preparation of the Proposal(s), (b) attend meetings and hearings with SSP and other licensors as part of any RFP process, and (c) only promote SSP’s Proposal(s).

6. Exclusive Relationship. Beginning on the date of this letter and ending two years after the date of an official public announcement by the Airport or applicable governing body of a non-appealable award under any RFP where a Proposal includes the Restaurant or any other Licensor related concept (“**Exclusivity Period**”), Licensor agrees that (a) SSP has the exclusive right to bid and propose the Restaurant and any other Licensor related concept in connection with any Proposal, RFP or other applicable proposal package related to the Airport (collectively, the “**Airport Proposals**”), and (b) Licensor (and its owners or any natural person with an ownership interest in Licensor and any of their close adult family members, such as a current spouse, parent, child, sibling, grandchild, or grandparent) or any of its affiliates or any of its or their representatives will not directly or indirectly enter into any commitments (whether or not binding) or contracts, and will not initiate, solicit, encourage, facilitate or continue any inquiries, discussions or negotiations with any third parties regarding the use of the Trademarks and System or proprietary products of Licensor or its affiliates in response to any Airport Proposals, or any amendments, supplements or re-issues of any Airport Proposals. In addition, during the Exclusivity Period, Licensor (and its owners or any natural person with an ownership interest in Licensor) or any of its affiliates or any of its or their representatives will promptly (and in any event within three days) notify SSP in writing of the receipt of any oral or written offer, indication of interest, proposal or inquiry to an alternative transaction with any third party at the

Airport, such notice to include the material terms thereof, including the identity of the person or group of persons involved.

7. Confidentiality. SSP and Licensor will use the other party's Confidential Information only to further the purposes of this letter and not otherwise for its own use or benefit. Additionally, SSP and Licensor will maintain the secrecy of the other's Confidential Information and will not in any way disclose or transfer such information for a period of three years after the date of this letter (except to their respective employees, attorneys and accountants with a need to know). "**Confidential Information**" includes the existence and content of this letter and any discussions, negotiations, disclosures, financial records, SSP's brand profitability statement, business plans, recipes, ideas, investigations, business or marketing plans and other trade secrets and confidential information that, under the circumstances surrounding disclosure, should reasonably be treated as confidential and/or proprietary by the recipient, whether in paper, electronic, verbal or other format. However, SSP may make disclosures to the Airport as required by any RFP, and either party may make any disclosures required by subpoena or other legal process after prior written notice to the other party.

8. Miscellaneous. SSP and Licensor agree to not make any statement, oral or written, or to perform any act or omission which causes, or can be reasonably expected to cause, any harm to the other's business, business relationships or reputation. In addition, the parties hereto acknowledge that a breach or threatened breach of this letter would cause irreparable harm for which monetary damages would be an inadequate remedy and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement, in addition to any other remedy to which such party may be entitled.

9. Termination of Letter. This letter may be immediately terminated by mutual written agreement of SSP and Licensor.

10. Replacement. If the License Agreement is signed and delivered by SSP and Licensor, it will supersede and replace this letter in its entirety, including the Binding Provisions and despite the provisions of the following paragraph titled *Survival*.

11. Survival. This paragraph and the paragraphs titled *Binding Provisions*, *Exclusive Relationship*, and *Confidentiality* will survive any termination of this letter.

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We believe the proposed relationship between us will be viewed favorably and welcomed by the Airport and by the traveling public. As such, this letter represents an important opportunity to enhance Licensor's brand value and future potential. If the foregoing is acceptable, please sign one copy of this letter and return it to Pat Murray, Deputy CEO. If you have any questions, please do not hesitate to call me. Thank you for the opportunity to express our interest in your company.

*Signatures on next page.*

Respectfully,  
SSP America, Inc.

---

Pat Murray  
Deputy CEO

**Agreed and Accepted:**  
Antonia Lofaso Catering LLC

---

Name:  
Title:



December 30, 2024

Burbank-Glendale-Pasadena Airport Authority.  
Attention: Lanna Aguilera, Sr. Manager, Procurement  
Ref: ADM25-01  
2627 Hollywood Way  
Burbank, CA 91505  
Phone: 818-860-3063  
E-mail: [laguilera@bur.org](mailto:laguilera@bur.org)

RE: Food Service and Retail Concessions Hollywood Burbank Airport RFP No. ADM25-01  
(Protest by MCS Burbank)

Dear Ms. Aguilera:

As the successful proposer on Food Service and Retail Concessions Hollywood Burbank Airport RFP No. ADM25-01 (“RFP”) SSP America BUR, LLC (“SSP”) submits this response to MCS Burbank, LLC’s (“MCS”) protest. For the reasons detailed below, the protest should be denied.

## I. Introduction.

On August 12, 2024, the Burbank-Glendale-Pasadena Airport Authority (“BGPAA”) issued an RFP seeking proposals from qualified firms to contract for food service and retail concessions at the Hollywood Burbank Airport. SSP timely submitted a proposal to BGPAA. After carefully considering all proposals, BGPAA issued a notice of award to SSP. However, on December 17, 2024, MCS submitted a protest alleging that SSP violated the RFP by entering into an exclusivity agreement with Antonia Lofaso Catering, LLC (“ALC”), rendering its proposal non-responsive.

However, in support of these allegations, MCS’s protest only included an unsigned draft Confidential Letter of Intent. The document was not executed, its terms were not agreed upon, nor was any ALC concept used in SSP’s proposal. While SSP and ALC engaged in negotiations and exchanged a draft Confidential Letter of Intent, an agreement was never reached. Thus, SSP did not violate the non-exclusivity terms of the RFP.

## II. Background.

SSP strives to secure agreements with brand partners for each specific opportunity at hand. We recognize that some brands are better suited to the opportunity than others, and we work early in the process to secure these partnerships to ensure we have the right partners in place when the RFP is released.



Local, high-quality brands are a key part of our success as an airport food and beverage operator in over 60 airports across North America and Canada.

Our discussions with Chef Antonia Lofaso began in April 2024, when we shared preliminary information about the upcoming opportunity at Burbank Airport and expressed our desire to include her concepts in our proposal. At that time, we provided a draft Confidential Letter of Intent (“LOI”), outlining the terms of a potential agreement. This draft LOI included exclusive partnership language, which is standard in the industry. However, at that time, we were unaware of the exclusivity prohibition contained within the RFP.

Following this, the parties engaged in several rounds of discussions. It was ultimately decided that ALC concepts would not be included in the proposal and an LOI was not executed. Instead, we believed the concepts offered by Happy to Serve You Hospitality Group, Inc. (“HTSYH”), another Chef Antonia Lofaso operation, were more attractive for this opportunity. These concepts included the Scopa Italian Market and Black Market Liquor Bar which are included in the proposal. It’s important to note that neither SSP America nor its affiliates entered into an exclusive arrangement with ALC or HTSYH.

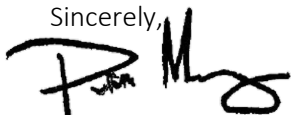
### III. Argument.

MCS’s protest is based upon the flawed assumption that SSP entered into an exclusive agreement with ALC. This is simply not the case. While SSP did enter negotiations with ALC, the parties never reached an agreement, and its concepts were not used in SSP’s proposal. In support of its allegations MCS has only produced an unsigned document which is further proof that no agreement was reached. Finally, MCS does not assert any other claims or challenge BGPAA’s evaluation of the proposals. Thus, SSP’s proposal was responsive and BGPAA issued a proper notice of award to SSP.

### IV. Conclusion.

For all these reasons, the protest should be denied. Please don’t hesitate to reach out if you need any further clarification or assistance.

Sincerely,



Pat Murray

Deputy Chief Executive Officer



**January 2, 2025**

*Via E-Mail*

[Eduardo.roy@prometheus-law.com](mailto:Eduardo.roy@prometheus-law.com)

**ATTN: Eduardo G. Roy  
555 Montgomery Street  
Suite 708  
San Francisco, CA 94111  
(415) 527-0255**

Reference: RFP No. ADM25-01 Food Service and Retail Concessions  
Package 1 Food Service Concession Contract — MCS Burbank, LLC Bid Protest

Mr. Roy:

I write on behalf of the Burbank-Glendale-Pasadena Airport Authority (“Authority”) in response to your e-mail and letter dated December 19, 2024, in regards of a bid protest filed on behalf of MCS Burbank, LLC (“MCS”).

Please be advised that staff’s contract award recommendations for this procurement, including for the Package 1 food service concession contract, will be presented to the Authority Commission’s Executive Committee on January 22, 2025 at 9am at Hollywood Burbank Airport’s SkyRoom located at 2627 N. Hollywood Way, Burbank, CA 91505. The MCS bid protest will be included in the agenda packet, as will any response submitted by SSP America BUR, LLC. Both firms, as well as any other interested parties, will have an opportunity to address the Executive Committee during the public comment portion of the meeting. The Executive Committee is a purely advisory body and the final decision on the contract award will be made by the Authority Commission at a future meeting.

Very truly yours,

*Lanna Aguilera*

Lanna Aguilera, C.P.  
Senior Manager, Procurement  
[laguilera@bur.org](mailto:laguilera@bur.org)

CC: Scott Kimball, BGPAA  
Terence Boga, BGPAA

## **BID PROTEST OF MCS BURBANK, LLC - ADDENDUM**

**Project:** Request for Proposals ADM25-01 Food Service and Retail Concessions Hollywood Burbank Airport (“RFP”)

**Bid Recommendation of Award Date:** December 17, 2024

**Bid Protest Date:** December 19, 2024

**Bid Protest Addendum Date:** January 14, 2024

**Nature of Protest:** RFP Package 1 (“Package 1”):

1. SSP America BUR, LLC (“SSP”) did not submit a responsive bid due to its violation of the RFP including the non-exclusivity provisions in APPENDIX H PROHIBITION ON EXCLUSIVITY FORM; and
2. SSP America BUR, LLC (“SSP”) did not submit a responsive bid due to its violation of the “non-collusion” provision of the RFP regarding the competitive opportunity and financial offer.

By virtue of the aforesaid violations, SSP has not complied with the requirements of the RFP and, accordingly, the Authority should disqualify SSP’s bid with respect to Package 1 and award the bid for Package 1 to MCS as the only remaining responsible bidder for Package 1.

Submitted By: MCS Burbank, LLC (“MCS”) through Mr. Eduardo G. Roy of Prometheus Partners L.L.P., its attorneys.

Submitted To: Terrance Boga, counsel for Burbank-Glendale-Pasadena Airport Authority and Lanna Aguilera, C.P., Senior Manager, Procurement, laguilera@bur.org.

### **I. BACKGROUND**

As part of SSP’s bid for Package 1, SSP submitted a bid which included the local, Los Angeles-area, restaurant and bar Scopa Italian Roots (“Scopa”), and Black Market Liquor Barn (“Black Market”) as co-concessionaires with SSP. SSP secured from Scopa and Black Market letters of authorization (“LOA[s]”) granting to SSP the right and authority to include Scopa and Black Market as licensors in SSP’s submission. See Exhibits 7 and 8 of Attachment A. Appendix H of the RFP prohibits bidders from requiring exclusivity of any licensor. See Exhibit 5 of Attachment A. All bidders are required to certify their attestation “**to non-collusion regarding the competitive opportunity and any financial offer submitted.**” See Exhibit 1 of Attachment A.

Upon MCS’s receipt of the RFP and the inclusion in the RFP of the required concepts for Units C10 and C12, Steven Mora (“Mora”) of MCS approached Antonia Lofaso (“Lofaso”), the

local celebrity chef and operator of Scopa and Black Market potentially to participate with MCS as licensors of Scopa and Black Market as part of MCS's submission to the Authority for Package 1. When Mora approached Lofaso about participating with MCS in MCS's submission, Lofaso advised Mora that Lofaso could not be a part of the MCS submission because Lofaso had granted exclusivity with respect to Package 1 to SSP. Lofaso provided to Mora a draft of a "confidential letter of intent" between SSP and Antonia Lofaso Catering LLC ("ALC") which letter of intent granted exclusivity to SSP and was binding broadly on ALC and all persons affiliated with or part of ALC and included such persons' families and others. See Exhibit 6 of Attachment A.

The manager of ALC is Mario Guddemi ("Guddemi"). See Exhibit 10 of Attachment A.

Scopa is a fictitious business name of The Washington Group LLC ("TWG"). See Exhibit 11 of Attachment A. The manager of TWG is Guddemi. See Exhibit 12 of Attachment A.

Black Market is a fictitious business name of The Long Beach Group LLC ("TLBG"). See Exhibit 13 of Attachment A. The manager of TLBG is The Happy Ending LLC ("THE"). See Exhibit 14 of Attachment A. The manager of THE is Guddemi.

By virtue of the foregoing, all of ALC, TWG/Scopa, and TLBG/THE/Black Market are one and the same, and accordingly any act by any of the foregoing is an act of all of the foregoing.

Based on the foregoing exclusivity requirement imposed by SSP on Lofaso, as evidenced by the "confidential letter of intent" presented by SSP to Lofaso, SSP intentionally created a collusive, secretive relationship with Lofaso/Guddemi on behalf of ALC, TWG/Scopa, and TLBG/THE/Black Market to benefit SSP unfairly and in violation of terms of the RFP and which deprived and prevented MCS and other potential bidders from including local brands Scopa and Black Market as part of their respective bids for Package 1.

## **II. RFP REQUIREMENTS**

The RFP provides at p. 4 the following language that each Proposer must agree to:

By submitting a proposal, Proposer acknowledges receipt of all content of the RFP package as delivered electronically and **hereby attests to non-collusion regarding the competitive opportunity and any financial offer submitted.** Proposer acknowledges and accepts the terms of this solicitation, including any addenda, which will become part of any resultant agreement, and agrees that the terms as listed will supersede any conflicting contractual terms and/or conditions specified elsewhere. **Proposer certifies that the information provided in its submission is complete and that the information submitted is true and accurate to the best of its personal knowledge.** (Emphasis added.)

Appendix H to the RFP further provides:

**The following form must be executed by authorized representatives of Proposer as well as proposed sub-concessionaires, ACDBEs, small business operators, and local business**

**operators. Please complete one form for each proposed firm and submit with Proposal.**  
(Emphasis in original.)

**Proposer and all proposed sub-concessionaires, ACDBEs, small business operators, and local business operators hereby certify that, as of the Proposal Deadline set forth in this RFP, neither Proposer nor any entity comprising Proposer is a party to any agreement with, or otherwise imposes any condition on, any proposed sub-concessionaire, ACDBE, small business operator, or local business operator that seeks to restrict the ability of such sub-concessionaire or operator to participate as a sub-concessionaire, franchisor, licensor, or product vendor, using the same concept/brand or otherwise, with any other Proposer that may submit a Proposal in response to this RFP or any other Airport concession RFP issued by the Authority contemporaneously herewith. (Emphasis added.)**

### **III. BID RECOMMENDATION FOR AWARD**

On December 17, 2024, MCS received a “Notice to all Respondents” advising that (1) Proposals were submitted by four firms; (2) All were deemed responsive; (3) A recommendation for award of a Concession Agreement will be made accordingly for the following packages: Package 1: SSP America BUR, LLC; and (4) These will be presented to the Burbank-Glendale-Pasadena Airport Authority Commission’s Executive Committee on January 15, 2025.

### **IV. RFP VIOLATIONS BY SSP, SCOPA ITALIAN ROOTS AND BLACK MARKET LIQUOR BAR**

In addition to the December 19, 2024, Bid Protest which identified the violation of the “Exclusivity Provision,” this Addendum identifies evidence of collusion between SSP, on the one hand, and Scopa Italian Roots and Black Market Liquor Bar, managed respectively by Mario Guddemi, on the other hand. (See, Attachment A, Exhibits 9 - 15 to Addendum). MCS protests the foregoing recommendation and any future award to SSP on the grounds that SSP violated the above-quoted provisions of the RFP, Appendix H to the RFP and the “Non-Collusion” provision found on page 4, of the RFP. Attachment A, Exhibit 6, identifies the Confidential Letter of Intent between the parties that is a material breach of the RFP. The collusive exclusive agreement reads as follows:

**6. Exclusive Relationship. Beginning on the date of this letter and ending two years after the date of an official public announcement by the Airport or applicable governing body of an non appealable award under any RFP where a Proposal includes the Restaurant or any other Licensor related concept (“Exclusivity Period”), Licensor agrees that (a) SSP has the exclusive right to bid and propose the Restaurant and any other Licensor related concept in connection with any Proposal, RFP or other applicable proposal package related to the Airport (collectively, the “Airport Proposals”), and (b) Licensor (and its owners or any natural person with an ownership interest in Licensor and any of their close adult family members, such**



as a current spouse, parent, child, sibling, grandchild, or grandparent) or any of its affiliates or any of its or their representatives will not directly or indirectly enter into any commitments (whether or not binding) or contracts, and will not initiate, solicit, encourage, facilitate or continue any inquiries, discussions or negotiations with any third parties regarding the use of the Trademarks and System or proprietary products of Licensor or its affiliates in response to any Airport Proposals, or any amendments, supplements or re-issues of any Airport Proposals. In addition, during the Exclusivity Period, Licensor (and its owners or any natural person with an ownership interest in Licensor) or any of its affiliates or any of its or their representatives will promptly (and in any event within three days) notify SSP in writing of the receipt of any oral or written offer, indication of interest, proposal or inquiry to an alternative transaction with any third party at the Airport, such notice to include the material terms thereof, including the identity of the person or group of persons involved. (Emphasis added.)

This “Exclusive Relationship” agreement and the documents identified in Attachment A, directly violates the “non-collusion” provision regarding the competitive opportunity and any financial offer submitted found on page 4 of the RFP.

RFP, p.4 Collusion: By submitting a proposal, **Proposer acknowledges receipt of all content of the RFP package as delivered electronically and hereby attests to non-collusion regarding the competitive opportunity and any financial offer submitted.** Proposer acknowledges and accepts the terms of this solicitation, including any addenda, which will become part of any resultant agreement, and agrees that the terms as listed will supersede any conflicting contractual terms and/or conditions specified elsewhere. Proposer certifies that the information provided in its submission is complete and that the information submitted is true and accurate to the best of its personal knowledge. Proposer confirms that the signing party is an authorized representative empowered to submit this proposal electronically. (Emphasis added.)

Ms. Lofaso shared this agreement with Mr. Steven Mora of MCS after he asked her to participate in MCS’s bid for the RFP that was made public. She informed Mr. Mora that this agreement which granted SSP exclusivity had been signed by her partner. She further indicated that, because of the exclusivity under this agreement, she could not participate in MCS’s bid. Because of this agreement (and apparently others), MCS (and all prospective bidders) were denied the opportunity to use Ms. Lafaso and her companies and brands for their bids.

Therefore, in addition to violating Appendix H, SSP’s bid also violates the attestation and certification provisions quoted above on p. 4 of the RFP. These violations include both SSP and its sub-concessionaires Black Market Liquor Bar and Scopa Italian Roots, in conjunction with Mario Guddemi. The above-referenced introductory narrative and corresponding Exhibits establish clearly and unequivocally that Antonia Lofaso Catering LLC, Black Market Liquor Bar (as a fictitious business name of TLBG), and Scopa Italian Roots (as a fictitious business name of TWG) are all one and the same. Accordingly, the violation by SSP as a result of the

agreements and letters of authorization with the various entities and brands are all with the same “person.”

## **V. VIOLATIONS OF LAW BY SSP**

See December 19, Bid Protest.

### **OBLIGATIONS AND RIGHTS OF THE AUTHORITY**

MCS respectfully believes that the Authority has the following obligations, along with the following rights, from the RFP language quoted above:

1. The Authority must conduct a comprehensive, fair, and impartial evaluation of proposals received in response to the RFP, with each proposal being analyzed to determine overall responsiveness to the RFP.
2. The evaluation panel may select all, some, or none of the Proposers, for interviews.
3. The Authority must affirmatively ensure that for any contract entered into pursuant to this RFP, the ACDBE (MCS) will be afforded full and fair opportunity to submit proposals in response to this RFP and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.
4. The Authority reserved the right to cancel the opportunity, or reject any and all submissions, for any reason at its sole discretion, at any time prior to the contract award (which has not yet occurred). That right should be exercised here.
5. Proposals must be evaluated based on how they meet the requirements and criteria outlined in this RFP. Here, SSP’s bid does not comply with important aspects of the RFP.
6. Proposers may be requested to attend an interview prior to final selection.
7. Unless SSP’s bid is withdrawn with the Authority’s permission, the Authority should fully investigate this matter and the violations detailed herein by, among other things, (1) getting sworn statements from MCS representatives, SSP representatives, and all SSP sub-concessionaires representatives concerning the violations described herein and (2) obtaining originals and copies of all agreements, contracts, negotiations, LOIs, and communications between and among SSP and all of its listed sub-concessionaires regarding this RFP before the SSP bid was submitted.

## **VI. CONCLUSION**

Based on the foregoing, unless SSP chooses to withdraw its bid with the Authority’s consent (which would be the proper thing to do), the Authority is respectfully requested to (i) perform its investigative responsibilities, (ii) find that SSP’s bid was materially non-responsive, (iii) reject

SSP's bid, and (iv) award the contract to MCS as the next lowest responsive and responsible bidder.

Respectfully submitted,

PROMETHEUS PARTNERS L.L.P.

By: \_\_\_\_\_  
Eduardo G. Roy, Attorneys for  
MCS Burbank, LLC

## DOCUMENT SUMMARY

Antonia Lofaso Catering, LLC  
The Washington Group LLC dba Scopa Italian Roots  
The Long Beach Group LLC dba Black Market Liquor Bar  
The Happy Ending LLC

1. RFP Acknowledgment Certification of non-collusion and that all information submitted is true and accurate (Exhibit 1) – Required to be signed by all submitters.
2. RFP Release Date – August 12, 2024 (Exhibit 2).
3. List of Prospective Bidders (Exhibit 3).
4. Concept Specifications for Package 1 (Exhibit 4).
5. Appendix H “Prohibition of Exclusivity Form” from RFP which prohibits submitters from restricting the ability of a licensor, franchisor, etc., to work with any other submitter. (Exhibit 5).
6. SSP-Antonia Lofaso Catering, LLC Confidential LOI dated August 27, 2024 (after the RFP date), which LOI includes provision (highlighted) for exclusivity to SSP with respect to all entities and persons affiliated with or related to Antonio Lofaso Catering, LLC (Exhibit 6) – See Exhibits 9 through 16 for related information.
7. Scopa Italian Roots LOA (Exhibit 7) – See also Exhibits 12 and 13.
8. Black Market Liquor Bar LOA (Exhibit 8) – See also Exhibits 14, 15, and 16.
9. Antonia Lofaso Catering, LLC (ALC):
  - A. ALC formed on February 9, 2016 (Exhibit 9).
  - B. Per Statement of Information (January 21, 2022), Mario Guddemi is sole manager of ALC (Exhibit 10).
10. Scopa Italian Roots:
  - A. Scopa Italian Roots is a DBA of The Washington Group LLC (Exhibit 11).
  - B. Per Statement of Information (December 28, 2022), Mario Guddemi is the sole manager of The Washington Group LLC (Exhibit 12).

11. Black Market Liquor Bar:
  - A. Black Market Liquor Bar is a DBA of The Long Beach Group LLC (Exhibit 13).
  - B. Per Statement of Information (December 28, 2022), The Happy Ending LLC is the sole manager of The Long Beach Group LLC and Mario Guddemi is the Agent for Service of Process of The Long Beach Group LLC (Exhibit 14).
  - C. Per Statement of Information (February 20, 2023), Mario Guddemi and Sal Aurora are the managers of The Happy Ending LLC (Exhibit 15).



# EXHIBIT 1

By submitting a proposal, Proposer acknowledges receipt of all content of the RFP package as delivered electronically and hereby attests to non-collusion regarding the competitive opportunity and any financial offer submitted. Proposer acknowledges and accepts the terms of this solicitation, including any addenda, which will become part of any resultant agreement, and agrees that the terms as listed will supersede any conflicting contractual terms and/or conditions specified elsewhere. Proposer certifies that the information provided in its submission is complete and that the information submitted is true and accurate to the best of its personal knowledge. Proposer confirms that the signing party is an authorized representative empowered to submit this proposal electronically.

Date: _____	Company Name: _____	
*Authorized Signature	Name	Title
*Authorized Signature	Name	Title

\*If Proposer is a corporation, two signatories are required: one “operational group” signatory who is either the Chairperson of the Board, the President, or a Vice President; and one “financial group” signatory who is either the Secretary, an Assistant Secretary, the Chief Financial Officer, or an Assistant Treasurer. If a signatory holds a corporate office in both groups, then a second signatory is not required. In the alternative, a single signatory is acceptable when accompanied by a corporate resolution authorizing such signatory to bind Proposer.

If Proposer is a limited liability company, two signatories are required. Each signatory shall be a manager of the limited liability company. In the alternative, a single signatory is acceptable when accompanied by articles of incorporation stating that the limited liability company is managed by only one manager.

If Proposer is a joint venture or partnership, a signatory from each member of the joint venture or partnership is required. Each signatory shall be either the Chairperson of the Board, the President, or a Vice President of the member. In the alternative, a single signatory is acceptable when accompanied by documentation authorizing such signatory to bind Proposer.

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

EXHIBIT 2



**RELEASE DATE: AUGUST 12, 2024**

**REQUEST FOR PROPOSALS (“RFP”)**

**The Burbank-Glendale-Pasadena Airport Authority is soliciting proposals from qualified firms to contract for:**

**FOOD SERVICE AND RETAIL CONCESSIONS  
HOLLYWOOD BURBANK AIRPORT  
RFP NO. ADM25-01**

**Q&A Deadline: All questions/requests for interpretation must be received by 5:00 p.m. PST on September 23, 2024 via the PlanetBids Q&A tab.**

**PROPOSALS DUE: October 30, 2024, 2:00 P.M. PST VIA PLANETBIDS**

**PROPOSALS MUST REMAIN VALID FOR: 180 CALENDAR DAYS FROM DUE DATE**

## EXHIBIT 3

## Food Service and Retail Concessions ADM25-01

Showing 67 Prospective Bidders

Vendor	Type	Status	Pre-Bid Meeting
<b>ALRA 05 LLC DBA Amara Chocolate &amp; Coffee</b> 1250 S Orange Grove Blvd Apt 11 Pasadena, California 91105 <b>Contact:</b> Amara Barroeta <b>Phone:</b> 626-710-8831 amarabarroeta@gmail.com	WBE	Bidder	no
<b>Amari Vending</b> 7252 Achibald Ave, Ste 136 Rancho Cucamonga, California 91701 <b>Contact:</b> Chinye Bowman <b>Phone:</b> 310-619-6584 theamarivending@gmail.com	MBE	Bidder	no
<b>American Innovative Retailers, Inc.</b> 9292 Russell St La Habra, California 90631 <b>Contact:</b> Louie Soto <b>Phone:</b> 562-447-4515 americaninnovativeretailers@gmail.com		Bidder	no
<b>Boba Tea &amp; Me</b> 1328 Wilshire Blvd santa monica, California 90403 <b>Contact:</b> Kyle Douglas <b>Phone:</b> 818-919-0212 bobateaandme@gmail.com	MBE	Bidder	no
<b>Burns Engineering, Inc.</b> 5901 Century Drive Suite 1560 Los Angeles, California 19103 <b>Contact:</b> Lisa Criniti-Ciervo <b>Phone:</b> 215-979-7700 ext. 7783 lcriniti@burns-group.com		Bidder	no
<b>Cafe Grano</b> 100 N San Fernando Blvd Burbank, California 91502 <b>Contact:</b> Ashot Martirosyan <b>Phone:</b> 818-237-6524 info@cafegrano.us		Bidder	no
<b>Campus Food Service</b>	MBE	Bidder	no

Vendor	Type	Status	Pre-Bid Meeting
645 Crown St. Glendora, California 91740 <b>Contact:</b> Charles Siri <b>Phone:</b> 562-463-7221 Riocafe@riohondo.edu			
<b>Dark Star Ventures LLC</b> 1706 W. Magnolia Blvd. Burbank, California 91506 <b>Contact:</b> Matthew Sagona <b>Phone:</b> 818-974-9548 darkstarventuresllc@gmail.com		Bidder	no
<b>Deltek, Inc</b> 2291 Wood Oak Drive Herndon, Virginia 20171 <b>Contact:</b> Source Management <b>Phone:</b> 206-373-9500 sourcemanagement@deltek.com		Bidder	no
<b>Earl Enterprises Investments, LLC</b> 4700 Millenia Blvd Suite 400 Orlando, Florida 32839 <b>Contact:</b> Valentina Ellison <b>Phone:</b> 407-903-5500 vellison@earlenterprise.com		Bidder	no
<b>Elevate Gourmet Brands</b> 430 Redwood Hwy. #200 San Rafael, California 94903 <b>Contact:</b> George Kennedy <b>Phone:</b> 707-208-0185 George@elevategourmetbrands.com		Bidder	no
<b>Enfilade Partners Inc</b> 4362 Melrose Avenue Los Angeles, California 90029 <b>Contact:</b> Christian Stayner <b>Phone:</b> 213-484-0224 rfp@staynerarchitects.com		Bidder	no
<b>Enjoy Repeat, Inc.</b> 1924 E. Maple Ave. Unit B El Segundo, California 90245 <b>Contact:</b> Gregory Plummer <b>Phone:</b> 310-717-3150 greg.plummer@enjoyrepeat.com	DBE, MBE	Bidder	no
<b>Evolve Business Strategies LLC</b> 22201 Scenic Ridge Ct Mount Dora, Florida 32757		Bidder	no

Vendor	Type	Status	Pre-Bid Meeting
<p><b>Contact:</b> Irina DeHart  <b>Phone:</b> 862-226-8769  irina@evolvebusiness.net</p>			
<p><b>Fika Fika Coffee</b>  1127 w Huntington dr  Arcadia, California 91007  <b>Contact:</b> Jason Tsai  <b>Phone:</b> 626-589-7361  info@fikafikacoffee.com</p>		Bidder	no
<p><b>First Class Vending, Inc.</b>  6875 Suva Street  Bell Gardens, California 90201  <b>Contact:</b> Matthew Marsh  <b>Phone:</b> 323-268-7632  jo@firstclassvending.com</p>		Bidder	no
<p><b>Fly Away Foods LLC</b>  3973 Trolley Court  Brea, California 92823  <b>Contact:</b> Ajay Maini  <b>Phone:</b> 714-612-3411  ajay.flyawayfoods@gmail.com</p>	DBE, MBE, DGS	Bidder	no
<p><b>Foodture</b>  3235 N San Fernando Rd  Los Angeles, California 90065  <b>Contact:</b> Ryan Morningstar  <b>Phone:</b> 508-944-2083  ryan@foodture.net</p>		Bidder	no
<p><b>George's Greek Cuisine</b>  2575 N Hollywood Way  Burbank, California 91505  <b>Contact:</b> Anthony Koshkarian  <b>Phone:</b> 818-309-8991  anthonyk818@gmail.com</p>		Bidder	no
<p><b>Greater Than DD LLC</b>  7928 W 79th St  Playa Del Rey, California 90293  <b>Contact:</b> Jeff Guerra  <b>Phone:</b> 213-500-2899  jguerra@greaterthandd.com</p>		Bidder	no
<p><b>Hale Collective</b>  6122 N 7th St  Ste A  Phoenix, Arizona 85013  <b>Contact:</b> Haley Balzano  <b>Phone:</b> 602-883-8498  haley@hale-collective.com</p>		Bidder	no



Vendor	Type	Status	Pre-Bid Meeting
<b>Hospitality Stations</b> 2606 Fothill blvd LA Crescenta, California 91214 <b>Contact:</b> Hakob Badalyan <b>Phone:</b> 818-858-7560 hakob@station43.co		Bidder	no
<b>Host International, Inc.</b> 6905 Rockledge Drive Bethesda, Maryland 20817 <b>Contact:</b> Sandra Love <b>Phone:</b> 301-219-8325 sandra.love@hmshost.com		Bidder	no
<b>Hudson Group (HG) Retail, LLC</b> One Meadowlands Plaza, 11th Floor East Rutherford, NJ 07073, California 07073 <b>Contact:</b> Melanie Rowe <b>Phone:</b> 201-528-2529 <b>Fax:</b> 201-528-2591 proposalteam@hudsongroup.com		Bidder	no
<b>HZIP LLC</b> 30 birchshire ln palm coast, Florida 32137 <b>Contact:</b> lina brighth <b>Phone:</b> 808-480-8800 linabright2010@gmail.com		Bidder	no
<b>Ideation Design Group</b> 4885 E. Washington St Phoenix, Arizona 85034 <b>Contact:</b> Jennifer Reynolds <b>Phone:</b> 602-792-1781 ext. 303 jreynolds@ideationdg.com	FSD, MBE	Bidder	no
<b>Inspire Brands</b> 3 Glenlake Parkway NE Sandy Springs, Georgia 30328 <b>Contact:</b> Theresa Ravello <b>Phone:</b> 610-715-1507 trivello@inspirebrands.com		Bidder	no
<b>Jacobsen/Daniels Associates, LLC</b> 121 Pearl St. Ypsilanti, Michigan 48197 <b>Contact:</b> Kirkland Ellens <b>Phone:</b> 734-961-3200 bocl@jacobsendaniels.com	MBE, DBE	Bidder	no
<b>JV Ventures</b> 2207 w Gowan Las Vegas, Nevada 89149	DBE, WBE, MBE	Bidder	no

Vendor	Type	Status	Pre-Bid Meeting
<p><b>Contact:</b> Leila Day  <b>Phone:</b> 917-373-0636  leila@teamjv.net</p>			
<p><b>Lamar Airport Advertising Co.</b>  Attn: Western Region VP  655 East 4500 South, Ste. 102  Salt Lake City, Utah 84107  <b>Contact:</b> Shauna Forsythe  <b>Phone:</b> 702-498-4006  sforsythe@lamar.com</p>		Non-Bidder, receive communications	no
<p><b>LCE</b>  2211 Woodward Ave  Detroit, Michigan 48201  <b>Contact:</b> Will Goodman  <b>Phone:</b> 313-725-5074  william.goodman2@lcecorp.com</p>		Bidder	no
<p><b>Lead Pursuits LLC</b>  2450 Colorado Ave.  Santa Monica, California 90404  <b>Contact:</b> Leads Department  <b>Phone:</b> 310-237-6670  leads@leadpursuits.com</p>		Bidder	no
<p><b>M&amp;N Vend Vibe Corporation</b>  11510 Cozumel St  Cypress, California 90630  <b>Contact:</b> Melanie Hugo  <b>Phone:</b> 562-481-4457  mel@vendvibe.net</p>		Bidder	no
<p><b>Make Good Company, LLC</b>  6033 W Century Blvd  Suite 950  Los Angeles, California 90045  <b>Contact:</b> Caitlin Bryant  <b>Phone:</b> 626-646-4417  caitlin@makegoodcompany.com</p>	DBE, WBE, MBE	Bidder	no
<p><b>MARRONCAT LLC</b>  519 West Maple Avenue  Monrovia, California 91016  <b>Contact:</b> RONGYI DU  <b>Phone:</b> 920-265-4516  rongyi.du@gmail.com</p>		Bidder	no
<p><b>MCS Burbank LLC</b>  2627 Hollywood Way  Burbank, California 91505  <b>Contact:</b> Steve Mora  <b>Phone:</b> 818-972-1331 ext. 2</p>	DBE, WBE	Bidder	no

Vendor	Type	Status	Pre-Bid Meeting
steve@mcsburbank.com			
<b>MERA Global LLC</b> 201 S. Biscayne Blvd.Suite 800 Miami, Florida 33131 <b>Contact:</b> Jessica Garibay <b>Phone:</b> 998-181-5625 jessicag@meracorporation.com		Bidder	no
<b>Mission Yogurt, Inc.</b> 8780 W. 101st Ave Westminster, Colorado 80021 <b>Contact:</b> Jay <b>Phone:</b> 303-720-2839 jay.hefflon@missionyogurt.com	DBE, FSD, MBE	Bidder	no
<b>Mullis Insurance</b> 1299 Boltonfield St. Columbus, Ohio 43228 <b>Contact:</b> David Mullis <b>Phone:</b> 505-988-7659 dmullisinsurance@gmail.com		Bidder	no
<b>Nicholas &amp; Associates, LLC</b> 1924 E Maple Suite B El Segundo, California 90245 <b>Contact:</b> Nicholas Crews <b>Phone:</b> 310-880-9607 ncrews@crews1972.com	DBE	Bidder	no
<b>Nonpareil Ventures LLC</b> 710 C St Ste 206 San Rafael, California 94901 <b>Contact:</b> Zeeshan Ahmed <b>Phone:</b> 415-246-7047 seanahmed@gmail.com	DGS, DBE, MBE, CADIR	Bidder	no
<b>Outcome Communicatioins</b> 1220 N Fairview St Burbank, California 91505 <b>Contact:</b> Lucila Garcia <b>Phone:</b> 323-646-2150 lucila@outcomeprstrategy.com		Bidder	no
<b>Paradies Lagardere</b> 2849 Paces Ferry Road Suite 400 Atlanta, Georgia 30339 <b>Contact:</b> Meghan Woods <b>Phone:</b> 404-219-2113 meghan.woods@paradies-na.com		Bidder	no

Vendor	Type	Status	Pre-Bid Meeting
<b>PB &amp;Jam, Inc</b> 1019 East Palmer Avenue Glendale, California 91206 <b>Contact:</b> Michael Teahan <b>Phone:</b> 323-447-7306 mteahan@me.com		Bidder	no
<b>PCL Construction</b> 655 N Central Ave STE 1600 Glendale, California 91203 <b>Contact:</b> Jose Castro <b>Phone:</b> 818-482-7054 jcastro@pcl.com		Bidder	no
<b>Plum Market Food Service LLC</b> 30777 Northwestern Hwy Suite 301 Farmington Hills, Michigan 48334 <b>Contact:</b> Jaime Ambrosio <b>Phone:</b> 443-632-8488 jaime.ambrosio@plummarket.com		Bidder	no
<b>Premier Interior Developmnet, Inc.</b> 771 Chambers Lane Suite 300 Simi Valley, California 93065 <b>Contact:</b> Kyle Parkinson <b>Phone:</b> 818-775-0701 ext. 103 <b>Fax:</b> 818-882-9400 Kyle.Parkinson@PremierInterior.com		Bidder	no
<b>Prevost Consulting Group, LLC</b> 506 W Main Street Brenham, Texas 77833 <b>Contact:</b> Susan Prevost <b>Phone:</b> 979-690-0123 sprevost@suddenlink.net		Non-Bidder, receive communications	no
<b>Quantum Federal Finance</b> 2001 Sequoia Ave Mundelein, Illinois 60060 <b>Contact:</b> Michael Becker <b>Phone:</b> 312-373-0515 mike@quantumfederalfinance.com		Bidder	no
<b>Richards, Watson &amp; Gershon</b> 355 S. Grand Ave. 40th Fl. Los Angeles, California 90071 <b>Contact:</b> Terence Boga <b>Phone:</b> 213-626-8484 tboga@rwglaw.com		Bidder	no

Vendor	Type	Status	Pre-Bid Meeting
<b>Romaine Empire, Inc. D/B/A Farmer's Fridge</b> 2000 W Fulton Street Suite F-310 Chicago, Illinois 60612 <b>Contact:</b> Mike Saletta <b>Phone:</b> 630-346-8123 msaletta@farmersfridge.com		Bidder	no
<b>Rowe Solutions INC</b> 1135 Suite 30-B Garnet Ave San Diego, California 92109 <b>Contact:</b> Frank <b>Phone:</b> 845-537-5987 info@therowesolution.com		Bidder	no
<b>Soto &amp; Sanchez</b> 13701 Cimarron Avenue Gardena, California 90249 <b>Contact:</b> John Soto <b>Phone:</b> 310-353-2411 jsoto@sotoandsanchez.com	DBE, WBE, FSD, MBE	Bidder	no
<b>SSP America, Inc.</b> 20408 Bashan Drive Suite 300 Ashburn, Virginia 20147 <b>Contact:</b> Hannah D'Arezzo <b>Phone:</b> 540-550-7441 hannah.darezzo@foodtravelexperts.com		Bidder	no
<b>Stewart Manhattan, Inc.</b> 2233 Honolulu Avenue Suite 313 Montrose, California 91020 <b>Contact:</b> Simeon R. Stewart II <b>Phone:</b> 310-292-9401 simeon@stewartmanhattan.com	MBE	Bidder	no
<b>Summit Consulting &amp; Engineering, Inc.</b> 300 N. Lake Avenue 12th Floor Pasadena, California 91101 <b>Contact:</b> Michelle Gastelum <b>Phone:</b> 626-449-9052 mg@summit-engineers.com	CUC, DBE, MBE, CADIR, WBE, DGS	Bidder	no
<b>Swyft Inc.</b> 166 Geary Street 15th Floor #1623 San Francisco, California 94108 <b>Contact:</b> Lynn Kisser <b>Phone:</b> 475-222-6874		Bidder	no



Vendor	Type	Status	Pre-Bid Meeting
lynnk@swyft.com			
<b>Sylvia Ross Associates, LLC</b> P.O. Box 144071 Fayetteville, Georgia 30214 <b>Contact:</b> Sylvia Ross <b>Phone:</b> 321-663-8975 sylvia@sylviarossassociates.com		Bidder	no
<b>Taami Services</b> 1353 woodhaven dr oceanside, California 92056 <b>Contact:</b> Arshiya Taami <b>Phone:</b> 760-216-4399 arshiyataami@gmail.com		Bidder	no
<b>Tailwind Hospitality</b> 408 Landmark Dr Wilmington, North Carolina 28412 <b>Contact:</b> Jerry Brienza <b>Phone:</b> 541-301-2905 jerry.brienza@tailwindconcessions.com		Bidder	no
<b>The Grove, Inc.</b> 3 Westbrook Corporate Center Suite 500 Westchester, Illinois 60154 <b>Contact:</b> Sarah Standley <b>Phone:</b> 708-409-3202 sstandley@thegroveinc.com		Bidder	no
<b>The Marshall Retail Group, LLC</b> 3755 West Sunset Road, Suite A Las Vegas, Nevada 89118 <b>Contact:</b> Roderick <b>Phone:</b> 702-949-8777 businessdevelopment@marshallretailgroup.cc		Bidder	no
<b>The Palm Coffee Bar</b> 2922 W Magnolia Blvd Burbank, California 91505 <b>Contact:</b> Joanna Heart <b>Phone:</b> 323-842-0173 joanna@thepalmcoffeebar.com	MBE, WBE	Bidder	no
<b>The Ugly Mug Coffee House, LLC</b> 3112 W Burbank Blvd Burbank, California 91505 <b>Contact:</b> Steve Nalbantian <b>Phone:</b> 818-419-8952 theuglymugcoffeehouse@gmail.com		Bidder	no
<b>TNI Architects Inc</b>		Bidder	no

Vendor	Type	Status	Pre-Bid Meeting
21051 Warner Center Lane #220 Woodland Hills, California 91367 <b>Contact:</b> Robert Ancill <b>Phone:</b> 818-887-7714 robert@tniarchitects.com			
<b>UNITE HERE Local 11</b> 464 Lucas Avenue Los Angeles, California 90017 <b>Contact:</b> Dylan Daney <b>Phone:</b> 419-908-9241 ddaney@unitehere11.org		Non-Bidder, receive communications	no
<b>UNITE HERE Local 11</b> 464 Lucas Ave Ste 201 Los Angeles, California 90017 <b>Contact:</b> Charles Carnow <b>Phone:</b> 818-635-3034 ccarnow@unitehere11.org		Bidder	no

EXHIBIT 4

<b>Package 1</b> Food Service Concessions		
Lease Term: 12 years		
First Full Fiscal Year Minimum Annual Guarantee: \$2,200,000		
Minimum Initial Investment: Food Service Units - \$800 per Sq. Ft. Retail Units - \$650 per Sq. Ft. Vending - \$100 per Sq. Ft. Common Food Service Seating - \$200 per Sq. Ft.		
Minimum Midterm Reinvestment: 15.0% of Initial Investment Amount		
Target Occupancy Date: May 7, 2026		
Unit No.	Approximate Square Feet	Desired Concept and Menu
A01	510	<p><b>Quick Service Restaurant –Local Brand Deli or Local Brand Snacks.</b> Quick service restaurant specializing in high quality, made-to-order sandwiches; wraps and salads. Alternatively, this unit may be a Healthy Snack offering smoothies, acai and other healthy bowls, fruit, juices, and healthy snacks. Restaurant must offer complementary sides and cold canned and bottled beverages, including juice and water. Breakfast offerings must be available.</p> <p><u>Non-Permitted Items:</u> alcoholic beverages; vending machines; typical newsstand items; merchandise not associated with the brand.</p>
B02	2,008	<p><b>Bistro with Bar and Takeout.</b> Bistro concept offering breakfast, lunch, and dinner. All menu items must be available for convenient takeout. A full-service bar must be available featuring locally brewed beers, cocktails, and a good selection of wines, including California state wines. Unit must have a dedicated take-out area. Local, regional, or national brand preferred.</p> <p><u>Non-Permitted Items:</u> candy and gum; any merchandise not associated with the brand; vending machines; pre-packaged food items.</p>
B04	1,481	<p><b>Fast Casual with Bar.</b> Local, regional, or national brand fast casual restaurant with convenient counter-ordering. Menu must offer a variety of made-to-order ethnic or lifestyle cuisine, including bowls, plates, and salads; and serve breakfast, lunch, and dinner items. Restaurant must offer side dishes, desserts, soft drinks, and water. Full bar service, including locally-brewed beer and an ample selection of quality wines must be available. Seating must be included within the lease lines.</p> <p><u>Non-Permitted Items:</u> merchandise not associated with the brand; vending machines</p>
C01	2,693	<p><b>Local, Regional, or National Brand Casual Dining Restaurant.</b> Restaurant with a contemporary or themed menu and dining environment. The menu offerings must include breakfast, lunch, and dinner. The menu must include a good selection of entrees, appetizers, and desserts to meet a wide variety of tastes and dietary needs. A full-service bar must be available, featuring local and national brand beers, cocktails, and a selection of quality wines, including California state wines. In addition to the food and beverages served on the premises, freshly-prepared, pre-packaged food must also be available for grab-and-go purchases.</p> <p><u>Non-Permitted Items:</u> candy and gum; merchandise not associated with the brand; vending machines.</p>

<p><b>The in-line quick services concepts in Units C07, C08, and C09 must include the following branded concepts: Ethnic, Burger, and Chicken. All proposed concepts must be open 365 days per year.</b></p>		
C07	962	<p><b>In-Line Quick Service Restaurant</b> –Local or national brand quick service restaurant specializing in high quality, made-to-order food. The menu offerings must include breakfast, lunch, and dinner. The restaurant may offer a variety of single-serving bottles or cans of beer and wine along with non-alcoholic beverages.</p> <p><i><u>Non-Permitted Items:</u> vending machines; news stand items; merchandise not associated with the brand.</i></p>
C08	883	<p><b>In-Line Quick Service Restaurant</b> –Local or national brand quick service restaurant specializing in high quality, made-to-order food. The menu offerings must include breakfast, lunch, and dinner. The restaurant may offer a variety of single-serving bottles or cans of beer and wine along with non-alcoholic beverages.</p> <p><i><u>Non-Permitted Items:</u> vending machines; news stand items; merchandise not associated with the brand.</i></p>
C09	956	<p><b>In-Line Quick Service Restaurant</b> –Local or national brand quick service restaurant specializing in high quality, made-to-order food. The menu offerings must include breakfast, lunch, and dinner. The restaurant may offer a variety of single-serving bottles or cans of beer and wine along with non-alcoholic beverages.</p> <p><i><u>Non-Permitted Items:</u> vending machines; news stand items; merchandise not associated with the brand.</i></p>
C10	600	<p><b>Freestanding Bar.</b> Full-service, upscale bar with a limited menu featuring food using non-disposable serviceware from the gourmet market and restaurants located in the food court. Hot and cold entrees, hot sides, salads, and appetizers must be available. A full-service bar must be offered, featuring local and national beers, craft cocktails, and a good selection of California state wines. The build-out must be low-profile with nothing above the bar that impedes the view of the artwork above from passengers entering the terminal.</p> <p><i><u>Non-Permitted Items:</u> candy and gum; merchandise not associated with the brand; vending machines; pre-packaged food.</i></p>
C11	2,082	<p><b>Common Seating Area.</b> Concessionaire must supply the food court common seating area tables, chairs, trash and recycling receptacles, and any shared condiment station. It will be the responsibility of the Concessionaire to maintain, align, and clean the tables and any common surfaces as well as handle the removal of all trash and recycling from the food court units and common seating area.</p>
C12	1,546	<p><b>Gourmet Market with Pizza.</b> Local, regional, or national brand established market or chef-driven market featuring high quality, freshly-prepared gourmet food and beverage products, including pastas, salads, and light entrees; cheese, olives, and bread; desserts and baked goods; fresh produce; healthy snack items; yogurts; cereal; and other items that can be found in distinctive gourmet markets. Prepared entrees, either to be heated and ready to eat (such as a portion of lasagna) or packaged for later consumption, must be available to customers for takeout. A variety of cold canned and bottled beverages must also be available, including popular independent brands. Specialty local food products, such as gourmet candy, must be offered for passengers to purchase for consumption or as a gift. The</p>

		<p>market may also offer a variety of single-serving bottles or cans of beer and wine. Bottles of California wine may also be offered for purchase for off-site consumption with the proper license.</p> <p>The unit must have a full-service, separately staffed pizza counter serving made-to-order pizza cooked in a pizza oven in view of the guests, including breakfast pizzas in the morning.</p> <p><u>Non-Permitted Items:</u> merchandise not associated with the brand; vending machines.</p>
C13	972	<p><b>Gourmet Coffee.</b> National brand gourmet coffee concept with offerings that include freshly-brewed hot and cold coffee and tea drinks and cold bottled beverages. A selection of pre-packaged snacks, sandwiches, salads, branded yogurts, fruit, and baked goods must be available for carry-out in convenient packaging. Breakfast options, such as hot breakfast sandwiches, oatmeal, bagels, fruit, and branded yogurt must be provided.</p> <p><u>Non-Permitted Items:</u> alcoholic beverages; merchandise not associated with the brand; vending machines.</p>
C16	1,497	<p><b>Bar with Food.</b> Restaurant with a contemporary or themed menu and dining environment, serving breakfast, lunch, and dinner. The menu must include a variety of entrees, burgers and other hot sandwiches, salads, appetizers, and desserts. A full-service bar must be available, featuring locally-brewed beer, cocktails, and a selection of wines, including California state wines. In addition to the food and beverages on the premises, freshly-prepared, pre-packaged food must also be available for grab-and-go purchases.</p> <p><u>Non-Permitted Items:</u> candy and gum; merchandise not associated with the brand; vending machines.</p>
D01	1,369	<p><b>Fast Casual with Bar.</b> Fast casual restaurant with convenient counter-ordering. Local and/or ethnic brand preferred. Menu must offer a variety of made-to-order cuisine, including but not limited to bowls, entrees, and salads; and serve breakfast, lunch, and dinner items. Restaurant must offer side dishes, desserts, soft drinks, and water. Full bar service, including beer and an ample selection of quality California wines must be available. Dedicated, express coffee service must be provided in the morning. Seating must be included within the lease lines.</p> <p><u>Non-Permitted Items:</u> merchandise not associated with the brand; vending machines.</p>
<b>Total Space</b>	<b>17,559</b>	



EXHIBIT 5

APPENDIX H

PROHIBITION ON EXCLUSIVITY FORM

The following form must be executed by authorized representatives of Proposer as well as proposed sub-concessionaires, ACDBEs, small business operators, and local business operators. Please complete one form for each proposed firm and submit with Proposal.

Proposer and all proposed sub-concessionaires, ACDBEs, small business operators, and local business operators hereby certify that, as of the Proposal Deadline set forth in this RFP, neither Proposer nor any entity comprising Proposer is a party to any agreement with, or otherwise imposes any condition on, any proposed sub-concessionaire, ACDBE, small business operator, or local business operator that seeks to restrict the ability of such sub-concessionaire or operator to participate as a sub-concessionaire, franchisor, licensor, or product vendor, using the same concept/brand or otherwise, with any other Proposer that may submit a Proposal in response to this RFP or any other Airport concession RFP issued by the Authority contemporaneously herewith.

This certification pertains only to exclusive arrangements between Proposer and any actual or proposed sub-concessionaire(s), ACDBEs, small business operator, or local business operator. It shall not restrict Proposer's right to enter into or maintain exclusive joint venture partnerships, exclusive franchise or licensing arrangements with national brands, nor shall it prohibit Proposer from requiring that proposed sub-concessionaires, ACDBEs, small business operators, or local business operators enter into appropriate nondisclosure agreements governing proprietary information provided by Proposer related to this RFP and the Proposal.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
(Signature of **Proposer's** authorized representative)

\_\_\_\_\_  
(Signatory's Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature of Authorized Representative of Proposed Sub-concessionaire, ACDBE, Small Business Operator, or Local Business Operator)

\_\_\_\_\_  
(Signatory's Title)

\_\_\_\_\_  
(Company Name)

## EXHIBIT 6

20408 Bashan Dr., Suite 300, Ashburn, VA 20147, USA  
T +1 703 729 2333 F +1 703 729 4414 [www.foodtravelexperts.com](http://www.foodtravelexperts.com)



**August 27, 2024**

645 W 9<sup>th</sup> St. Ste 218  
Los Angeles, CA 90015

**BUR  
LAX  
Antonia Lofaso Catering LLC**

### CONFIDENTIAL LETTER OF INTENT

Dear Ms. Lofaso:

This letter confirms the intent of SSP America, Inc. (“**SSP**”) and Antonia Lofaso Catering LLC (“**Licensor**”) to enter into a definitive brand license agreement (“**License Agreement**”) for the development and operation of food and beverage concessions at Hollywood-Burbank Airport or Los Angeles International Airport (“**Airport**”).

1. Background. SSP intends to submit one or more proposals (“**Proposal(s)**”) to develop food and beverage concessions in response to any Request for Proposal made by the Airport (“**RFP(s)**”). As part of its Proposal(s), SSP may include one or more Antonia Lofaso concepts (“**Restaurant(s)**”) featuring Licensor’s owned or licensed proprietary trade names, trademarks, trade dress, recipes, products, know-how and unique operating systems (collectively, the “**Trademarks and System**”).

2. License Agreement Provisions. The License Agreement will be prepared by SSP and will have the following provisions:

a. Ownership and Capitalization. SSP will own and operate the Restaurant and will be solely responsible to pay for all third-party costs of design, construction, equipment and operations at its sole discretion, with Licensor providing input from the date of the project kickoff to the 60% design stage of the Restaurant.

b. Fees. SSP will pay Licensor, on a quarterly basis, a royalty fee equal to 4% of the Restaurant’s net revenue based upon SSP’s fiscal year and brand profitability statement (“**Royalty Fee**”). Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement.

OR

b. Fees. SSP will pay Licensor, on a quarterly basis, a management fee equal to 20% of the Restaurant’s profits based upon SSP’s fiscal year and brand profitability statement (“**Management Fee**”). Licensor acknowledges that all administrative costs, distribution, storage, corporate and other operating costs shall form part of the expense portion of such statement. Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement. In addition, if at any time or for any reason, Licensor closes all restaurants that use the Trademarks and/or System within a 50 mile radius of the Airport, then Licensor will no longer be entitled to any fees, including without limitation, the Management Fee under the License Agreement.

c. Menu; Products. With input from Licensor, SSP will develop and implement the menu for the Restaurant and, as needed from time to time, may modify the menu and dining formats for the Restaurant. To maximize SSP’s supply chain efficiencies, Licensor and SSP will work together to ensure all products for the

Restaurant may be purchased by SSP from its preferred suppliers. Licensor will not receive commissions, credits or other compensation from any third-party vendors relating to purchases by SSP for the Restaurant.

d. Licensor Assistance. Licensor will provide information and assistance for architectural plans and drawings, signage, menu design, and recipes, and Licensor will provide pre-opening, opening and post-opening training. Licensor will also provide SSP with a complete and comprehensive manual for the development and operation of the Restaurant.

e. License Agreement Term. The initial term of the License Agreement will coincide with the term of the Airport lease that includes the Restaurant (“**Lease**”), and will be renewable at the option of SSP if the Lease term is extended. Because of the unique nature of airports, the Restaurant may be relocated within the Airport, temporarily closed or permanently closed or rebranded before the end of the initial term of the License Agreement.

f. Other Provisions. The License Agreement will include other provisions that are standard in the airport food and beverage concession industry.

3. Target Date. SSP and Licensor will use reasonable efforts to negotiate and execute the License Agreement within 90 days after the signing of the Lease by SSP and the Airport (“**Target Date**”).

#### **BINDING PROVISIONS**

4. Binding Provisions. This paragraph and all the following numbered paragraphs are contractually binding (“**Binding Provisions**”). Except for the Binding Provisions and the License Agreement (if fully signed), neither this letter nor any verbal, electronic, written or other communications or documents between SSP and Licensor are intended to be contractually binding and are not to be relied upon for any claim of inducement, implied contract, estoppel, contract by performance or similar theory.

5. Assistance with Proposal(s). In the event SSP includes the Restaurant or any other Licensor related concepts as part of its Proposal(s) in response to any RFP at the Airport, Licensor will use best efforts to (a) provide information and assistance to aid SSP’s preparation of the Proposal(s), (b) attend meetings and hearings with SSP and other licensors as part of any RFP process, and (c) only promote SSP’s Proposal(s).

6. Exclusive Relationship. Beginning on the date of this letter and ending two years after the date of an official public announcement by the Airport or applicable governing body of a non-appealable award under any RFP where a Proposal includes the Restaurant or any other Licensor related concept (“**Exclusivity Period**”), Licensor agrees that (a) SSP has the exclusive right to bid and propose the Restaurant and any other Licensor related concept in connection with any Proposal, RFP or other applicable proposal package related to the Airport (collectively, the “**Airport Proposals**”), and (b) Licensor (and its owners or any natural person with an ownership interest in Licensor and any of their close adult family members, such as a current spouse, parent, child, sibling, grandchild, or grandparent) or any of its affiliates or any of its or their representatives will not directly or indirectly enter into any commitments (whether or not binding) or contracts, and will not initiate, solicit, encourage, facilitate or continue any inquiries, discussions or negotiations with any third parties regarding the use of the Trademarks and System or proprietary products of Licensor or its affiliates in response to any Airport Proposals, or any amendments, supplements or re-issues of any Airport Proposals. In addition, during the Exclusivity Period, Licensor (and its owners or any natural person with an ownership interest in Licensor) or any of its affiliates or any of its or their representatives will promptly (and in any event within three days) notify SSP in writing of the receipt of any oral or written offer, indication of interest, proposal or inquiry to an alternative transaction with any third party at the

Airport, such notice to include the material terms thereof, including the identity of the person or group of persons involved.

7. Confidentiality. SSP and Licensor will use the other party's Confidential Information only to further the purposes of this letter and not otherwise for its own use or benefit. Additionally, SSP and Licensor will maintain the secrecy of the other's Confidential Information and will not in any way disclose or transfer such information for a period of three years after the date of this letter (except to their respective employees, attorneys and accountants with a need to know). "**Confidential Information**" includes the existence and content of this letter and any discussions, negotiations, disclosures, financial records, SSP's brand profitability statement, business plans, recipes, ideas, investigations, business or marketing plans and other trade secrets and confidential information that, under the circumstances surrounding disclosure, should reasonably be treated as confidential and/or proprietary by the recipient, whether in paper, electronic, verbal or other format. However, SSP may make disclosures to the Airport as required by any RFP, and either party may make any disclosures required by subpoena or other legal process after prior written notice to the other party.

8. Miscellaneous. SSP and Licensor agree to not make any statement, oral or written, or to perform any act or omission which causes, or can be reasonably expected to cause, any harm to the other's business, business relationships or reputation. In addition, the parties hereto acknowledge that a breach or threatened breach of this letter would cause irreparable harm for which monetary damages would be an inadequate remedy and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement, in addition to any other remedy to which such party may be entitled.

9. Termination of Letter. This letter may be immediately terminated by mutual written agreement of SSP and Licensor.

10. Replacement. If the License Agreement is signed and delivered by SSP and Licensor, it will supersede and replace this letter in its entirety, including the Binding Provisions and despite the provisions of the following paragraph titled *Survival*.

11. Survival. This paragraph and the paragraphs titled *Binding Provisions*, *Exclusive Relationship*, and *Confidentiality* will survive any termination of this letter.

---

We believe the proposed relationship between us will be viewed favorably and welcomed by the Airport and by the traveling public. As such, this letter represents an important opportunity to enhance Licensor's brand value and future potential. If the foregoing is acceptable, please sign one copy of this letter and return it to Pat Murray, Deputy CEO. If you have any questions, please do not hesitate to call me. Thank you for the opportunity to express our interest in your company.

*Signatures on next page.*

Respectfully,  
SSP America, Inc.

---

Pat Murray  
Deputy CEO

**Agreed and Accepted:**  
Antonia Lofaso Catering LLC

---

Name:  
Title:



EXHIBIT 7



**September 9, 2024**

Natalie Greene  
Sr. Director, Brands & Concepts  
SSP America, Inc.  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

Re: Letter of Authorization

Dear Natalie,

Please accept this letter confirming our authorization that SSP America, Inc. (“SSP”) has the rights to include Scopa restaurants’ trademarks, logos and products in the proposal of SSP to the lessor at the Hollywood Burbank Airport (“the Airport”) regarding opportunities for development and operations of food and beverage concessions at the Airport.

With this letter, Scopa grants SSP the rights to operate Scopa at the Airport as proposed for the duration of the Food Service and Retail Concessions at the Hollywood Burbank Airport to be awarded.

This letter will remain in effect for one year following the date written above, and may be extended by mutual written agreement of the parties.

Sincerely,

Scopa

Name:

Title:

**SSP America, Inc.**

EXHIBIT 8



**September 9, 2024**

Natalie Greene  
Sr. Director, Brands & Concepts  
SSP America, Inc.  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

Re: Letter of Authorization

Dear Natalie,

Please accept this letter confirming our authorization that SSP America, Inc. ("SSP") has the rights to include Black Market Liquor Bar restaurants' trademarks, logos and products in the proposal of SSP to the lessor at the Hollywood Burbank Airport ("the Airport") regarding opportunities for development and operations of food and beverage concessions at the Airport.

With this letter, Black Market Liquor Bar grants SSP the rights to operate Black Market Liquor Bar at the Airport as proposed for the duration of the Food Service and Retail Concessions at the Hollywood Burbank Airport to be awarded.

This letter will remain in effect for one year following the date written above, and may be extended by mutual written agreement of the parties.

Sincerely,

Black Market Liquor Bar

Name:

Title:

**SSP America, Inc.**

201604310258

**LLC-1** **Articles of Organization of a Limited Liability Company (LLC)**

To form a limited liability company in California, you can fill out this form, and submit for filing along with:

- A \$70 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you **drop off** the completed form.

**Important!** LLCs in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to <https://www.ftb.ca.gov>.

LLCs may not provide "professional services," as defined by California Corporations Code sections 13401(a) and 13401.3.

Note: *Before submitting the completed form, you should consult with a private attorney for advice about your specific business needs.*


**FILED**   
 Secretary of State  
 State of California

FEB 09 2016 

 This Space For Office Use Only

**For questions about this form, go to [www.sos.ca.gov/business/be/filing-tips.htm](http://www.sos.ca.gov/business/be/filing-tips.htm).**

**LLC Name** (List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State.)

① Antonia Lofaso Catering, LLC 

*Proposed LLC Name*

The name **must** include: LLC, L.L.C., Limited Liability Company, Limited Liability Co., Ltd. Liability Co. or Ltd. Liability Company; and **may not** include: bank, trust, trustee, incorporated, inc., corporation, or corp., insurer, or insurance company. For general entity name requirements and restrictions, go to [www.sos.ca.gov/business/be/name-availability.htm](http://www.sos.ca.gov/business/be/name-availability.htm).

**Purpose**

② The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

**LLC Addresses**

③ a. 645 W 9 Th Street # 218 los angeles CA 90015  
*Initial Street Address of Designated Office in CA - Do not list a P.O. Box* *City (no abbreviations)* *State Zip*

b. \_\_\_\_\_  
*Initial Mailing Address of LLC, if different from 3a* *City (no abbreviations)* *State Zip*

**Service of Process** (List a California resident or a California registered corporate agent that agrees to be your initial agent to accept service of process in case your LLC is sued. You may list any adult who lives in California. You may **not** list an LLC as the agent. **Do not** list an address if the agent is a California registered corporate agent as the address for service of process is already on file.)

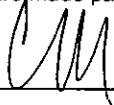
④ a. mario guddemi  
*Agent's Name*

b. 645 W 9th Street #218, los angeles CA 90015  
*Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box* *City (no abbreviations)* *State Zip*

**Management** (Check only one.)

- ⑤ The LLC will be managed by:
- One Manager     More Than One Manager     All Limited Liability Company Member(s)

This form must be signed by each organizer. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of organization.

  
 Organizer - Sign here

By: Cheyenne Moseley, Assistant Secretary, LegalZoom.com, Inc.  
 Print your name here

Make check/money order payable to: **Secretary of State**  
 Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

**By Mail**  
 Secretary of State  
 Business Entities, P.O. Box 944228  
 Sacramento, CA 94244-2280

**Drop-Off**  
 Secretary of State  
 1500 11th Street., 3rd Floor  
 Sacramento, CA 95814



**Secretary of State**  
**Statement of Information**  
 (Limited Liability Company)

**LLC-12**

**22-A37727**

**FILED**

In the office of the Secretary of State  
 of the State of California

**JAN 21, 2022**

This Space For Office Use Only

**IMPORTANT** — This form can be filed online at  
[bizfile.sos.ca.gov](http://bizfile.sos.ca.gov).

[Read instructions](#) before completing this form.

**Filing Fee - \$20.00**

**Copy Fees** - First page \$1.00; each attachment page \$0.50;  
 Certification Fee - \$5.00 plus copy fees

**1. Limited Liability Company Name** (Enter the **exact** name of the LLC. If you registered in California using an alternate name, [see instructions](#).)

ANTONIA LOFASO CATERING, LLC

**2. 12-Digit Secretary of State Entity Number**

201604310258

**3. State, Foreign Country or Place of Organization** (only if formed outside of California)

CALIFORNIA

**4. Business Addresses**

a. Street Address of Principal Office - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
3143 Dona Sarita Place	Studio City	CA	91604
b. Mailing Address of LLC, if different than item 4a	City (no abbreviations)	State	Zip Code
3143 Dona Sarita Place	Studio City	CA	91604
c. Street Address of <b>California</b> Office, if Item 4a is not in California Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
3143 Dona Sarita Place	Studio City	<b>CA</b>	91604

**5. Manager(s) or Member(s)**

If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an additional managers/members, enter the names(s) and address(es) on [Form LLC-12A](#).

a. First Name, if an individual - Do not complete Item 5b	Middle Name	Last Name	Suffix
Mario		Guddemi	
b. Entity Name - Do not complete Item 5a			
c. Address	City (no abbreviations)	State	Zip Code
3143 Dona Sarita Place	Studio City	CA	91604

**6. Service of Process** (Must provide either Individual **OR** Corporation.)

**INDIVIDUAL** – Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is <b>not</b> a corporation) Mario	Middle Name	Last Name Guddemi	Suffix
b. Street Address (if agent is <b>not</b> a corporation) - <b>Do not enter a P.O. Box</b> 3143 Dona Sarita Place	City (no abbreviations) Studio City	State <b>CA</b>	Zip Code 91604

**CORPORATION** – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b
---

**7. Type of Business**

Describe the type of business or services of the Limited Liability Company Catering
--

**8. Chief Executive Officer, if elected or appointed**

a. First Name	Middle Name	Last Name	Suffix
b. Address	City (no abbreviations)	State	Zip Code

**9. Labor Judgment**

Does a Manager or Member have an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

**10.** By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

01/21/2022

Date

Mario Guddemi

Type or Print Name

Managing Member

Title

Signature



YOUR RETURN MAILING ADDRESS:  
NAME: THE WASHINGTON GROUP LLC  
ADDRESS: 3143 DONA SARITA PLACE  
CITY: STUDIO CITY

STATE: CA ZIP CODE: 91604

2021 102908  
FILED EXPIRES  
May 04 2021 May 04 2026  
Dean C. Logan, Registrar - Recorder/County Clerk  
Electronically signed by TODD TRAN

FICTITIOUS BUSINESS NAME STATEMENT

TYPE OF FILING AND FILING FEE (Check one)

- [X] Original- \$26.00 (FOR ORIGINAL FILING WITH ONE BUSINESS NAME ON STATEMENT)
[ ] Amended Filing- \$26.00 (CHANGES IN FACTS FROM ORIGINAL FILING- REQUIRES PUBLICATION)
[ ] Refile- \$26.00 (NO CHANGES IN THE FACTS FROM ORIGINAL FILING)
\$5.00 - FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT, DOING BUSINESS AT THE SAME LOCATION \$5.00- FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

The following person(s) is (are) doing business as:

\*1. SCOPA ITALIAN ROOTS 2. OLD LIGHTNING
\*\* 2905 WASHINGTON BLVD 3143 DONA SARITA PLACE
MARINA DEL REY CA 90292 LA COUNTY Studio City CA 91604

Articles of Incorporation or Organization Number (if applicable): AI #ON

\*\*\*REGISTERED OWNER(S):

- 1. THE WASHINGTON GROUP LLC
Full Name/Corp/LLC (P.O. Box not accepted)
3143 DONA SARITA PLACE
Residence Address
STUDIO CITY CA 91604
City State/Country Zip
If Corporation or LLC - Print State of Incorporation/Organization

2.
Full Name/Corp/LLC (P.O. Box not accepted)
Residence Address
City State/Country Zip
If Corporation or LLC - Print State of Incorporation/Organization

3.
Full Name/Corp/LLC (P.O. Box not accepted)
Residence Address
City State/Country Zip
If Corporation or LLC - Print State of Incorporation/Organization

4.
Full Name/Corp/LLC (P.O. Box not accepted)
Residence Address
City State/Country Zip
If Corporation or LLC - Print State of Incorporation/Organization

IF MORE THAN FOUR REGISTRANTS, ATTACH ADDITIONAL SHEET SHOWING OWNER INFORMATION

\*\*\*\*THIS BUSINESS IS CONDUCTED BY: (Check one)

- [ ] an Individual [ ] a General Partnership [ ] a Limited Partnership [X] a Limited Liability Company
[ ] an Unincorporated Association other than a Partnership [ ] a Corporation [ ] a Trust [ ] Copartners
[ ] a Married Couple [ ] Joint Venture [ ] State or Local Registered Domestic Partners [ ] a Limited Liability Partnership

\*\*\*\*\*The date registrant started to transact business under the fictitious business name or names listed above: 01/2020
(insert N/A above if you haven't started to transact business)

I declare that all information in this statement is true and correct.
(A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions Code that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars (\$1,000).)

REGISTRANT(S)/CORP/LLCNAME (PRINT) THE WASHINGTON GROUP LLC TITLE Managing Member

REGISTRANT SIGNATURE [Signature] IF CORP OR LLC, PRINT NAME MARIO GUDEMII

If corporation, also print corporate title of officer. If LLC, also print title of officer or manager.

This statement was filed with the County Clerk of LOS ANGELES on the date indicated by the filed stamp in the upper right corner.

NOTICE - IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (b) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THE STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION. EFFECTIVE JANUARY 1, 2014, THE FICTITIOUS BUSINESS NAME STATEMENT MUST BE ACCOMPANIED BY THE AFFIDAVIT OF IDENTITY FORM.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE).

I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.
DEAN C. LOGAN, LOS ANGELES COUNTY CLERK

Rev. 01/2014 P.O. BOX 1208, NORWALK, CA 90651-1208 BY: [Signature] , Deputy PH: (562) 462-2177 WEB ADDRESS: LAVOTE.NET

This is a true and certified copy of the record  
if it bears the seal, imprinted in purple ink,  
of the Registrar-Recorder/County Clerk

JAN 07 2025

*Diana C. Lynn* REGISTRAR-RECORDER/COUNTY CLERK  
LOS ANGELES COUNTY, CALIFORNIA





**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**STATEMENT OF INFORMATION**  
**LIMITED LIABILITY COMPANY**

California Secretary of State  
1500 11th Street  
Sacramento, California 95814  
(916) 653-3516

For Office Use Only

**-FILED-**

File No.: BA20221321133

Date Filed: 12/28/2022

B1354-2903 12/28/2022 1:34 PM Received by California Secretary of State

Entity Details					
Limited Liability Company Name	THE WASHINGTON GROUP LLC				
Entity No.	201226210279				
Formed In	CALIFORNIA				
Street Address of Principal Office of LLC					
Principal Address	3211 DONA EMILIA DRIVE STUDIO CITY, CA 91604				
Mailing Address of LLC					
Mailing Address	3211 DONA EMILIA DRIVE STUDIO CITY, CA 91604				
Attention					
Street Address of California Office of LLC					
Street Address of California Office	3211 DONA EMILIA DR STUDIO CITY, CA 91604				
Manager(s) or Member(s)					
<table border="1"> <thead> <tr> <th>Manager or Member Name</th> <th>Manager or Member Address</th> </tr> </thead> <tbody> <tr> <td>Mario Guddemi</td> <td>3143 Dona Sarita Place Studio City, CA 91604</td> </tr> </tbody> </table>		Manager or Member Name	Manager or Member Address	Mario Guddemi	3143 Dona Sarita Place Studio City, CA 91604
Manager or Member Name	Manager or Member Address				
Mario Guddemi	3143 Dona Sarita Place Studio City, CA 91604				
Agent for Service of Process					
Agent Name	MARIO GUDDEMI				
Agent Address	3211 DONA EMILIA DRIVE STUDIO CITY, CA 91604				
Type of Business					
Type of Business	FULL SERVICE RESTAURANT				
Email Notifications					
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.				
Chief Executive Officer (CEO)					
<table border="1"> <thead> <tr> <th>CEO Name</th> <th>CEO Address</th> </tr> </thead> <tbody> <tr> <td colspan="2">None Entered</td> </tr> </tbody> </table>		CEO Name	CEO Address	None Entered	
CEO Name	CEO Address				
None Entered					
Labor Judgment					
No Manager or Member of this Limited Liability Company has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.					

Electronic Signature

By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

*MICHAEL APPELBAUM*

*12/28/2022*

Signature

Date

EXHIBIT 13

YOUR RETURN MAILING ADDRESS

NAME: THE LONG BEACH GROUP LLC

ADDRESS: 3143 DONA SARITA PLACE

CITY: STUDIO CITY

STATE: CA ZIP CODE: 91604

2021 102916



FILED EXPIRES  
May 04 2021 May 04 2026

Dean C. Logan, Registrar - Recorder/County Clerk

Electronically signed by TODD TRAN

FICTITIOUS BUSINESS NAME STATEMENT

TYPE OF FILING AND FILING FEE (Check one)

- Original- \$26.00 (FOR ORIGINAL FILING WITH ONE BUSINESS NAME ON STATEMENT)
  - Amended Filing- \$26.00 (CHANGES IN FACTS FROM ORIGINAL FILING- REQUIRES PUBLICATION)
  - Refile- \$26.00 (NO CHANGES IN THE FACTS FROM ORIGINAL FILING)
- \$5.00 - FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT, DOING BUSINESS AT THE SAME LOCATION \$5.00- FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

The following person(s) is (are) doing business as:

\*1. BLACK MARKET  
 \*\* 11915 VENTURA BLVD  
 Studio City CA 91604 LA COUNTY  
 City State/Country Zip COUNTY

2. BLACK MARKET LIQUOR BAR  
 Print Fictitious Business Name(s)  
 3143 DONA SARITA PLACE  
 Studio City CA 91604  
 Mailing address if different  
 City State/Country Zip

Articles of Incorporation or Organization Number (if applicable): AI #ON

\*\*\*REGISTERED OWNER(S):

- |  |   |
|--|---|
| <p>1. THE LONG BEACH GROUP LLC<br/>       Full Name/Corp/LLC (P.O. Box not accepted)<br/>       3143 DONA SARITA PLACE<br/>       Residence Address<br/>       STUDIO CITY CA 91604<br/>       City State/Country Zip<br/>       CA<br/>       If Corporation or LLC - Print State of Incorporation/Organization</p> | <p>2. _____<br/>       Full Name/Corp/LLC (P.O. Box not accepted)<br/>       Residence Address<br/>       _____<br/>       City State/Country Zip<br/>       _____<br/>       If Corporation or LLC - Print State of Incorporation/Organization</p> |
| <p>3. _____<br/>       Full Name/Corp/LLC (P.O. Box not accepted)<br/>       Residence Address<br/>       _____<br/>       City State/Country Zip<br/>       _____<br/>       If Corporation or LLC - Print State of Incorporation/Organization</p>  | <p>4. _____<br/>       Full Name/Corp/LLC (P.O. Box not accepted)<br/>       Residence Address<br/>       _____<br/>       City State/Country Zip<br/>       _____<br/>       If Corporation or LLC - Print State of Incorporation/Organization</p> |

IF MORE THAN FOUR REGISTRANTS, ATTACH ADDITIONAL SHEET SHOWING OWNER INFORMATION

\*\*\*THIS BUSINESS IS CONDUCTED BY: (Check one)

- an Individual
- a General Partnership
- a Limited Partnership
- a Limited Liability Company
- an Unincorporated Association other than a Partnership
- a Corporation
- a Trust
- Copartners
- a Married Couple
- Joint Venture
- State or Local Registered Domestic Partners
- a Limited Liability Partnership

\*\*\*\*The date registrant started to transact business under the fictitious business name or names listed above: 01/2020

(Insert N/A above if you haven't started to transact business)

I declare that all information in this statement is true and correct.

(A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions Code that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars (\$1,000).)

REGISTRANT(S)/CORP/LLCNAME (PRINT) THE LONG BEACH GROUP LLC TITLE Managing Member

REGISTRANT SIGNATURE [Signature] IF CORP OR LLC, PRINT NAME MARIO GUDEMI

If corporation, also print corporate title of officer. If LLC, also print title of officer or manager.

This statement was filed with the County Clerk of LOS ANGELES on the date indicated by the filed stamp in the upper right corner.

NOTICE - IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (b) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THE STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION. EFFECTIVE JANUARY 1, 2014, THE FICTITIOUS BUSINESS NAME STATEMENT MUST BE ACCOMPANIED BY THE AFFIDAVIT OF IDENTITY FORM.

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I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.

DEAN C. LOGAN, LOS ANGELES COUNTY CLERK

BY: [Signature] Deputy

Rev. 01/2014

P.O. BOX 1208, NORWALK, CA 90651-1208

PH: (562) 462-2177

WEB ADDRESS: LAVOTE.NET



This is a true and certified copy of the record  
if it bears the seal, imprinted in purple ink,  
of the Registrar-Recorder/County Clerk

JAN 07 2025

*Diana C. Lynn* REGISTRAR-RECORDER/COUNTY CLERK  
LOS ANGELES COUNTY, CALIFORNIA





**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**STATEMENT OF INFORMATION**  
**LIMITED LIABILITY COMPANY**

California Secretary of State  
1500 11th Street  
Sacramento, California 95814  
(916) 653-3516

For Office Use Only

**-FILED-**

File No.: BA20221324030

Date Filed: 12/28/2022

B1356-2571 12/28/2022 7:06 PM Received by California Secretary of State

Entity Details					
Limited Liability Company Name	THE LONG BEACH GROUP LLC				
Entity No.	201022110070				
Formed In	CALIFORNIA				
Street Address of Principal Office of LLC					
Principal Address	3211 DONA EMILIA DRIVE STUDIO CITY, CA 91604				
Mailing Address of LLC					
Mailing Address	3211 DONA EMILIA DRIVE STUDIO CITY, CA 91604				
Attention					
Street Address of California Office of LLC					
Street Address of California Office	3211 DONA EMILIA DRIVE STUDIO CITY, CA 91604				
Manager(s) or Member(s)					
<table border="1"> <thead> <tr> <th>Manager or Member Name</th> <th>Manager or Member Address</th> </tr> </thead> <tbody> <tr> <td>The Happy Ending LLC</td> <td>3143 Dona Sarita Place Studio City, CA 91604</td> </tr> </tbody> </table>		Manager or Member Name	Manager or Member Address	The Happy Ending LLC	3143 Dona Sarita Place Studio City, CA 91604
Manager or Member Name	Manager or Member Address				
The Happy Ending LLC	3143 Dona Sarita Place Studio City, CA 91604				
Agent for Service of Process					
Agent Name	MARIO GUDEMI				
Agent Address	3143 DONA SARITA PLACE STUDIO CITY, CA 91604				
Type of Business					
Type of Business	FULL SERVICE RESTAURANT				
Email Notifications					
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.				
Chief Executive Officer (CEO)					
<table border="1"> <thead> <tr> <th>CEO Name</th> <th>CEO Address</th> </tr> </thead> <tbody> <tr> <td colspan="2">None Entered</td> </tr> </tbody> </table>		CEO Name	CEO Address	None Entered	
CEO Name	CEO Address				
None Entered					
Labor Judgment					
No Manager or Member of this Limited Liability Company has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.					

Electronic Signature

By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

*Michael Appelbaum*

*12/28/2022*

Signature

Date



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**STATEMENT OF INFORMATION**  
**LIMITED LIABILITY COMPANY**

California Secretary of State  
1500 11th Street  
Sacramento, California 95814  
(916) 653-3516

For Office Use Only

**-FILED-**

File No.: BA20230286930

Date Filed: 2/20/2023

B1516-7569 02/20/2023 5:52 AM Received by California Secretary of State

Entity Details							
Limited Liability Company Name	THE HAPPY ENDING, LLC						
Entity No.	200703410307						
Formed In	CALIFORNIA						
Street Address of Principal Office of LLC							
Principal Address	3211 DONA EMILIA DRIVE STUDIO CITY, CA 91604						
Mailing Address of LLC							
Mailing Address	3211 DONA EMILIA DRIVE STUDIO CITY, CA 91604						
Attention							
Street Address of California Office of LLC							
Street Address of California Office	3211 DONA EMILIA DRIVE STUDIO CITY, CA 91604						
Manager(s) or Member(s)							
<table border="1"> <thead> <tr> <th>Manager or Member Name</th> <th>Manager or Member Address</th> </tr> </thead> <tbody> <tr> <td>Mario Guddemi</td> <td>3143 Dona Sarita Place Studio City, CA 91604</td> </tr> <tr> <td>Sal Aurora</td> <td>3211 Dona Emilia St. Studio City, CA 91604</td> </tr> </tbody> </table>		Manager or Member Name	Manager or Member Address	Mario Guddemi	3143 Dona Sarita Place Studio City, CA 91604	Sal Aurora	3211 Dona Emilia St. Studio City, CA 91604
Manager or Member Name	Manager or Member Address						
Mario Guddemi	3143 Dona Sarita Place Studio City, CA 91604						
Sal Aurora	3211 Dona Emilia St. Studio City, CA 91604						
Agent for Service of Process							
Agent Name	MARIO GUDDEMI						
Agent Address	3143 DONA SARITA PLACE STUDIO CITY, CA 91604						
Type of Business							
Type of Business	MANAGEMENT						
Email Notifications							
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.						
Chief Executive Officer (CEO)							
<table border="1"> <thead> <tr> <th>CEO Name</th> <th>CEO Address</th> </tr> </thead> <tbody> <tr> <td colspan="2">None Entered</td> </tr> </tbody> </table>		CEO Name	CEO Address	None Entered			
CEO Name	CEO Address						
None Entered							
Labor Judgment							
No Manager or Member, as further defined by California Corporations Code section 17702.09(a)(8), has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal is pending, for the violation of any wage order or provision of the Labor Code.							

Electronic Signature

By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

*MICHAEL APPELBAUM*

*02/20/2023*

Signature

Date





20408 Bashan Drive  
Suite 300  
Ashburn, VA 20147, USA  
foodtravelexperts.com/america

January 15, 2025

Burbank-Glendale-Pasadena Airport Authority.  
Attention: Lanna Aguilera, Sr. Manager, Procurement  
Ref: ADM25-01  
2627 Hollywood Way  
Burbank, CA 91505  
Phone: 818-860-3063  
E-mail: [laguilera@bur.org](mailto:laguilera@bur.org)

RE: Food Service and Retail Concessions Hollywood Burbank Airport RFP No. ADM25-01  
(Protest by MCS Burbank)

Dear Ms. Aguilera:

We are in receipt of MCA Burbank's ("MCA") Bid Protest Addendum ("Addendum") and offer the following in response. Therein, MCA claims that SSP America BUR, LLC ("SSP") breached the non-collusion and non-exclusive provisions of the Food Service and Retail Concessions Hollywood Burbank Airport RFP No. ADM25-01 ("RFP") by prohibiting third parties from participating in MCA's proposal.<sup>1</sup> MCA is wrong – SSP did nothing to hinder competition, and its proposal fully complied with the RFP. As detailed in SSP's original opposition submitted to the Burbank-Glendale-Pasadena Airport Authority ("BGPAA" or "the Authority") on December 30, 2024, SSP did not include exclusivity provisions in contracts or otherwise collude with any third parties in any way related to the RFP.

MCA's Addendum continues to rely heavily upon an unsigned draft Confidential Letter of Intent which was never executed and its terms not agreed upon to argue that Scopa Italian Market and Black Market Liquor Bar were precluded by SSP from participating in MCA's proposal. In fact, the final agreement with Happy to Serve You Hospitality Group, Inc. ("HTSYH"), the management company for Scopa Italian Market and Black Market Liquor Bar, does not include exclusive provisions or otherwise prohibit HTSYH, Antonia Lafaso, or any related party from participating in other proposals.

MCA's Addendum also alleges it was informed by Antonia Lafaso, that Scopa Italian Market and Black Market Liquor Bar could not participate in MCA's proposal because it granted exclusivity

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<sup>1</sup> See page 4 of the RFP and Appendix H.



20408 Bashan Drive  
Suite 300  
Ashburn, VA 20147, USA  
[foodtravelexperts.com/america](http://foodtravelexperts.com/america)

to SSP. This is simply not correct. Mario Guddemi, HTSYH's manager, will be present on January 22, 2015 at the BGPAA's meeting. Mr. Guddemi will assure the Authority that neither he nor his partner Antonia Lafaso nor any party related to HTSYH, Scopa Italian Market and Black Market Liquor Bar engaged in any collusion or exclusive relationship and will be happy to answer any questions concerning these issues.

For all these additional reasons, the MCA protest should be denied. Please don't hesitate to reach out if you need any further clarification or assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Pat Murray", with a stylized flourish at the end.

Pat Murray

Deputy Chief Executive Officer