

## Communication from Public

**Name:** Settlement Comment  
**Date Submitted:** 12/05/2024 10:03 PM  
**Council File No:** 24-0125  
**Comments for Public Posting:** Attached - BHL Settlement comment

**LAWA-BHL SETTLEMENT TERM SHEET**  
(Updated: December 2, 2024)

Accepted Items = Green

Open Items = Yellow

Item	Topic	Proposal	Notes
1.	Release of Claims	BHL will release LAWA of all claims arising from the parties' current dispute.	Accepted by Bonseph
2.	Specific Plan Compliance	Any improvements must comply with any then-applicable VNY specific plan, including any specific plan that may come into existence prior to the submission of application(s) for entitlements.	Accepted by Bonseph
3.	Additional Premises in Master Lease (portion of Fire Department Site)	Term for Additional Premises will be coterminous with the Entitlement/Development Period [or sooner terminating if BHL receives certificate of occupancy for entire Project (including Phase I Hangar) before the expiration of the Entitlement/Development Period]. Additional Premises uses are restricted to support the Helinet operations (such as medical transport of children, transport of organs, entertainment and news industry usage, fire protection, public safety, etc).	Accepted by Bonseph
4.	Sublease Fees	No sublease fees will be due from <del>Helinet's</del> or any successor and assign's, sub-subtenants that will use the premises for the same or similar purposes as Helinet (i.e., for one or more of <del>Helinet's</del> then-current businesses such as medical transport of children, transport of organs, entertainment and news industry usage, fire protection, public safety, etc.).	Accepted by Bonseph
5.	Mortgagee Protections	LAWA will agree to revised mortgagee protections, <u>similar to</u> the protections in the BHL Lease, for subleases associated with VNY Lease Nos. VNY-8361 (Bonseph VNY North Lease) and VNA-8369 (Aerolease Bonseph Lease).	Accepted by Bonseph
6.	Affiliated leases	With respect to VNY Lease Nos. VNY-8361 and VNA-8369, at the end of their respective terms, LAWA will enter into a new five-year	Accepted by Bonseph

		lease with Bonseph VNY North (term ending changes from Aug. 2041 to 2046) and Aerolease Bonseph, (term ending changes from 2039 to 2044) respectively, on the same financial terms as the original master leases but adjusted on a pro rata basis to the smaller premises, including annual adjustments for CPI. New leases will need to contain any current LAWA lease standards/requirements.	
7.	City Discretion	The City reserves complete and unfettered discretion to consider and adopt all mitigation measures for any proposed improvements at the Site, and all alternatives.	Accepted by Bonseph
8.	No predetermined authorization	The Lease does not provide authorization for the potential approval or construction of any of the Proposed Improvements prior to compliance with the California Environmental Quality Act, the National Environmental Policy Act, if applicable, and all other applicable law.	Accepted by Bonseph
9.	Force Majeure	<p>The 12-month cap on one or more force majeure events set forth in the first sentence of Section 2.1 will be replaced with a 24-month cap.</p> <p>The Force Majeure provision set forth in Section 84.13 shall also include any delays caused by a lawsuit(s), the enactment of local or Statewide legislation or administrative rules, from one or more 3<sup>rd</sup> parties seeking to directly or indirectly invalidate, in whole or part, the Settlement Agreement, Lease (as revised), or the City's July 19, 2021 Request for Proposals for the Demised Premises even if such litigation or legislative or administrative actions do not expressly or otherwise prohibit Lessee from developing or constructing the Proposed Improvements.</p>	Accepted by Bonseph
10.	Enhanced Education and Outreach	BHL will conduct enhanced education and outreach concerning the Proposed Improvements during the Entitlement/Development Period at a cost no less than \$25,000.	Accepted by Bonseph

11.	Community Viewing Area	BHL to initiate full improvements (to community viewing area as described in current BHL lease) upon commencement of lease, with cost to be split 50/50 between BHL and LAWA. Improvements must be complete by the end of Year 1 of commencement of lease, subject to force majeure. If BHL does not obtain entitlements LAWA will reimburse up to 100% of amount BHL paid to improve the community viewing area. If entitlements are received BHL to reimburse LAWA for its 50% contribution.	Accepted by Bonseph
12.	Supplemental Rent Payments	If the Phase I Hangar receives a certificate of occupancy, BHL will pay supplemental rent payments (but not until then).	Accepted by Bonseph
13.	Other Items	Permit cooperation and immediate release of BHL bid security.	Accepted by Bonseph
14.	Termination/Extension Right	Lease to include a right to terminate at the end of Year 3 in the event BHL and LAWA determine, in good faith, that entitlements are unlikely to be approved by Year 5 (i.e., the entitlement period) after BHL has used commercially reasonable efforts to obtain entitlements. At the end of Year 5, the parties can agree, upon mutual consent, to an extension of the entitlement period to 7 years.	Accepted by Bonseph