

FIRST AMENDMENT TO THE LEASE NUMBER LAA-8562-1  
BETWEEN THE CITY OF LOS ANGELES  
THE DEPARTMENT OF AIRPORTS  
AND  
AUTHORIZED TAXICAB SUPERVISION, INC.  
AT LOS ANGELES INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT TO LEASE NO. LAA-8562-1("Lease") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, at Los Angeles, California, by and between the **CITY OF LOS ANGELES**, a municipal corporation, (herein after referred to as "City"), acting by order of and through the Board of Airport Commissioners (hereinafter referred to as "Board") of the Department of Airports, also known as Los Angeles World Airports ( hereinafter referred to as "Department" or "LAWA"), and **Authorized Taxicab Supervision, Inc.** (hereinafter referred to as "Lessee").

**RECITALS**

WHEREAS, City and Lessee previously entered into Lease No. LAA-8562-1, commencing April 1, 2011 and expiring ten years thereafter unless earlier terminated pursuant to the terms of the lease; and

WHEREAS, City and Lessee desire to relocate Lessee, pursuant to Article 1, Section 1.1.2., to a portion of LAWA's Skyview Property parking lot, the Demised Premises of which are defined herein.

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED that the following amendments to the Lease shall apply:

**AMENDMENTS**

**Section 1.** Effective, \_\_\_\_\_, 20 \_\_\_\_\_, the Demised Premises shall be the location to which the Lease is amended and described below, in Section 2. herein.

**Section 2.** Article 1, Section 1. Demised Premises, Part 1.1 Description, of Lease is hereby deleted in its entirety and in lieu thereof the following shall be inserted:

**1.1 Description.** The Demised Premises consists of a parcel of paved land, approximately 108,192 square feet, located at 6150 West 96<sup>th</sup> Street, Los Angeles CA, 90045 between 96<sup>th</sup> Street and 98<sup>th</sup> Street, just east of Vicksburg Avenue. The Demised Premises is generally delineated or depicted in the drawings - on Engineers' Drawing No. 20150040 attached hereto as Exhibit A [Demised

Premises] and Exhibit A-1[Site Plan], and also identified on Exhibit B [Payments], all of which are attached hereto and incorporated herein by reference.

**Section 3.** Article 1, Section 1.0 Demised Premises, Part 1.2. Acceptance and Surrender, of Lease, after the last sentence ending with the words "...ordinary wear and tear accepted", is amended by adding the following:

"Notwithstanding anything to the contrary in this Lease, upon the expiration or earlier termination of this Lease, Lessee shall surrender the Demised Premises such that petrochemicals, lubricants, or other oil products, stains or residues on the Demised Premises for which Lessee is responsible under the Lease have been cleaned up and/or remediated in accordance with all applicable laws."

**Section 4.** Article 1, Section 2.0 Term of Lease, of Lease, is hereby amended by deleting the first sentence of Part 2.1. in its entirety and in lieu thereof inserting the following:

"This Lease shall commence on April 1, 2011 ("Commencement Date"), which date shall be the first day of the month following the approval by Los Angeles City Council, and shall terminate March 31, 2021, unless earlier terminated pursuant to the terms provided in this Lease."

**Section 5.** Article 1, Section 6.2 of Lease shall be deleted in its entirety and in lieu thereof, the following shall be inserted:

"6.2. Written notices to Lessee hereunder shall be given by registered or certified mail, postage prepaid, and addressed to:

**Authorized Taxicab Supervisions, Inc.  
Behzad Bitaraf  
6150 West 96<sup>th</sup> Street  
Los Angeles, CA 90045**

or to such other address as Lessee may designate by written notice to City."

**Section 6.** Exhibit B "Payments", Exhibit C "Minimum Standards", and Exhibit E "Insurance" are hereby deleted in their entirety and in lieu thereof, Attachment A, Exhibit B "Payments", Exhibit C "Minimum Standards", and Exhibit E "Insurance" shall be inserted. The terms of Attachment A, Exhibits B, C, and E herein, shall be effective \_\_\_\_\_, 20\_\_\_\_\_.

**Section 7.** Article 2, Section 6.0. "Performance Guarantee" , Part 6.1, of Lease, the first sentence thereof shall be amended by deleting it in its entirety and in lieu thereof inserting the following:

“Lessee shall furnish to the City and maintain throughout the term of this Lease a Faithful Performance Guarantee in the amount of One Hundred Fifty Eight Thousand, Two Hundred Thirty Dollars and eighty cents, (\$158,230.80) to secure the faithful performance by Lessee of all the terms, provisions, and covenants contained herein, including but not limited to the payment of rent and any other specified compensation.”

**Section 8.** Article 1, Section 1.1 shall be amended by adding the following:

“1.1.3. Lessee shall have a one (1) time option (“Option”) to request an increase in the square footage of the Demised Premises, up to seventy five thousand (75,000) square feet, during the term of the Lease herein, subject to the Lease provisions, the square footage availability at the time Lessee exercises the Option, the reasonable evaluation by the Executive Director, of Lessee’s use of the Demised Premises, and the Executive Director’s approval of such increase in square footage, in his or her sole discretion, without further action by the Board and the Los Angeles City Council. Exercise of such Option shall be in the form of a ninety (90) days in advance written notice to City, requesting the procurement of the additional square footage. Lessee understands and agrees that the Faithful Performance Guarantee, pursuant to Article 2, Section 6.0, herein, shall increase in an amount commensurate to the increase in square footage procured through Lessee’s exercise of the Option.”

**Section 9.** Except as specifically provided herein, this First Amendment shall not, in any manner, alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties under the Lease and except as expressly amended herein, all of the terms, covenants and conditions of the Lease and all amendments thereto, shall remain in full force and effect.

[Signatures on the following page]

IN WITNESS WHEREOF, City has caused this Lease to be executed on its behalf by the Executive Director and Lessee has caused the same to be executed by its duly authorized officers, all as of the day and year first herein above written.

**APPROVED AS TO FORM:**  
Michael N. Feuer, City Attorney

**CITY OF LOS ANGELES**

Date: October 1, 2015  
By: *Michael N. Feuer*  
Deputy/Assistant City Attorney

By \_\_\_\_\_  
Executive Director  
Department of Airports

ATTEST:

**Authorized Taxicab Supervision, Inc.**

By *Behzad Bitaraf*  
Signature

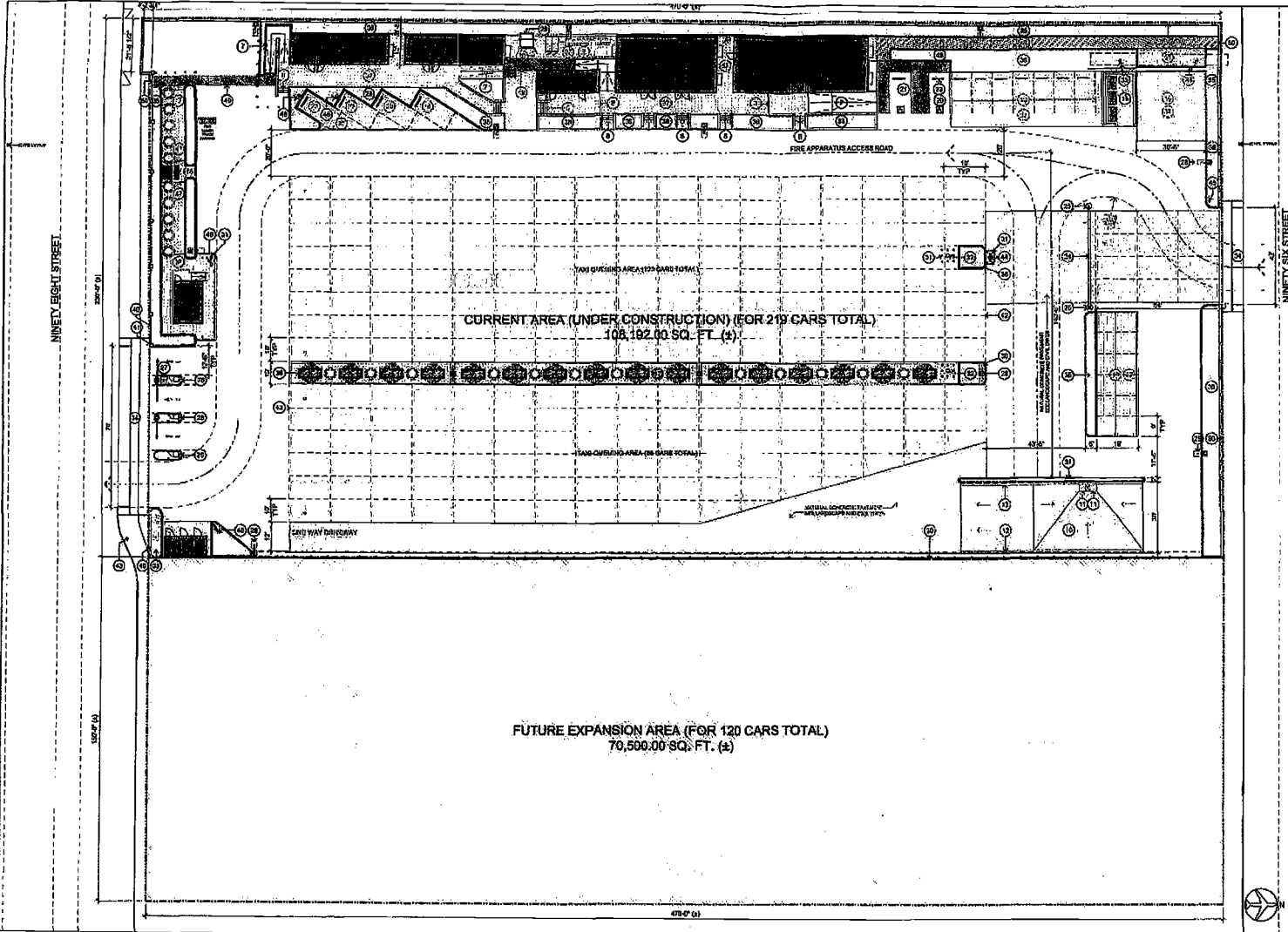
By *Behzad Bitaraf / BEHZAD BITARAF*  
Behzad Bitaraf, President

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Secretary/ Treasurer/ Authorized Signatory

[SEAL]





**GENERAL NOTES - SITE PLAN**

1. ALL INFORMATION DRAWING NEW WORK ON THIS CITY/STATE/STATE AND IDENTIFIED AS NEW FOR BIDDING
2. REFERENCE TO DRAWINGS FOR UTILITIES AND UTILITY PLANS
3. REFERENCE TO DRAWINGS FOR SPECIFICATIONS AND PLANTING PLANS
4. REFERENCE TO DRAWINGS FOR ELECTRICAL SCHEDULES OF WORK
5. REFERENCE TO DRAWINGS FOR FINISHING SCHEDULES OF WORK
6. FOR OVERALL LAYOUT DIMENSIONS SEE STRIPING PLAN SHEET A100
7. FOR OVERALL TRAILER DIMENSIONS SEE BIDDING PLAN SHEET A100
8. PROVIDE CONCRETE FLOOR FOR ALL PARKING EQUIPMENT, TRUCK CYCLE DIVOT
9. FOR SITE UTILITIES AND UTILITY DETAILS REFER TO CIVIL, ELECTRICAL, CONCRETE AND FINISHING DRAWINGS
10. FOR THE LIGHTING REFERENCE ELECTRICAL DRAWINGS
11. ALL PERSONS SHALL CONSIDERABLE TO CONSTRUCTION OF STRIPING
12. ALL TEMPORARY STRUCTURES SHALL BE HOW-CALLING ASSUMED EXPOSED TO THE WINDS EXCEPT AS NOTED OTHERWISE ON THIS DRAWING OR ALL OTHER DEVELOPER SHALL COMPLY WITH ALL CITY/STATE/STATE CODES AND ORDINANCES

**SITE KEYNOTES LEGEND**

- (1) TRUCK DISPATCH TRAILER (12' X 24' 0" DIM) SEE ELECTRICAL AND FINISHING DRAWINGS FOR UTILITY POOL
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**Los Angeles World Airports**  
 1001 World Way, 14th Floor  
 Los Angeles, CA 90020  
 Main: 424 360 2400  
 Fax: 312 791 8001  
 Contracting Company

**Exhibit A-1**  
**Site Plan**

**MCA ENGINEERS INC.**  
 201 S. Grand Avenue, Suite 410  
 Los Angeles, CA 90012  
 Tel: 312 791 8001  
 Fax: 312 791 8002

**PBS ENGINEERS**  
 2100 East 10th St., Suite 101  
 Glendale, California 91201-4022  
 Tel: 818 249 2100  
 Fax: 818 249 2101  
 Website: www.pbsengineers.com

**HELLMUTH, OBATA + KASSABAUM**

**HOA**  
 ARCHITECTURE, ENGINEERING, PLANNING,  
 INTERIORS, GRAPHICS, DESIGN SERVICES  
 8000 Jefferson Boulevard, Claret City, CA 90232  
 Main: 310 550 9000  
 Fax: 310 550 9000  
 Contact: HOA@hok.com  
 Website: http://www.hok.com

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DATE	ISSUE DESCRIPTION
05/20/10	ISSUE 01: PRELIMINARY DESIGN DEVELOPMENT

**PROFESSIONAL SEAL**

**PMO**  
**LAX**

LAX - Taxi Holding Lot Relocation  
**SITE PLAN - FUTURE EXPANSION AREA**

*Handwritten signature: Kendall J. Hall*

Scale: 1" = 30'  
 Date: 05/20/10  
 Sheet: 1 of 1  
 Project: A110

## Attachment A

Los Angeles World Airport  
 Authorized Taxicab Supervision Inc.  
 First Amendment to Lease No. LAA-8562-1A  
 Payments<sup>1</sup>

**Demised Premises**

	Square Feet	Rate (Per Year)	Yearly	Monthly
Commercial Land	108,192	\$5.47	\$ 591,810.24	\$ 49,317.52
Paving	108,192	0.38	<u>41,112.96</u>	<u>3,426.08</u>
<b>Total</b>			<b><u>\$ 632,923.20</u></b>	<b><u>\$ 52,743.60</u></b>

**Option<sup>2</sup> (up to 75,000 Square Feet as available)**

	Square Feet	Rate (Per Year)	Yearly	Monthly
Commercial Land	75,000	\$5.47	\$ 410,250.00	\$ 34,187.50
Paving	75,000	0.38	<u>28,500.00</u>	<u>2,375.00</u>
			<b><u>\$ 438,750.00</u></b>	<b><u>\$ 36,562.50</u></b>

Option requires approval from the Executive Director; activated by ATS in consultation with taxi industry if a need for additional staging capacity.

**Demised Premises with Exercised Option**

	Square Feet	Rate (Per Year)	Yearly	Monthly
Commercial Land	183,192	\$5.47	\$ 1,002,060.24	\$ 83,505.02
Paving	183,192	0.38	<u>69,612.96</u>	<u>5,801.08</u>
			<b><u>\$ 1,071,673.20</u></b>	<b><u>\$ 89,306.10</u></b>

**Faithful Performance Guarantee (FPG)**

	Monthly Rate	Months	Total FPG	
<b>Demised Premises</b>	\$ 52,743.60	3	<b>\$ 158,230.80</b>	Required with First Amedment
<b>Option</b>	\$ 36,562.50	3	<b><u>109,687.50</u></b>	
<b>Total</b>			<b><u>\$ 267,918.30</u></b>	

<sup>1</sup>Rent, fees, and other charges, as set forth in this Exhibit B are subject to adjustment pursuant to the terms of this Lease. Periodic Adjustment will take place on Jauary 1, 2016.

<sup>2</sup>Exercise of the Option will increase the rent and FPG accordingly

Exhibit B



# MINIMUM STANDARDS FOR USE OF REAL PROPERTY AT LOS ANGELES WORLD AIRPORTS

## 1.0 INTRODUCTION

### 1.1 *Governing Policy*

Los Angeles World Airports (LAWA), a department of the City of Los Angeles (City), has through its Board of Airport Commissioners (Board), adopted a Leasing Policy (Policy) to provide a framework for making leasing and property management decisions for Los Angeles International Airport, Ontario International Airport, Van Nuys Airport, and Palmdale land holdings (collectively and individually referred to herein as Airport). Under the Policy, the Executive Director of LAWA is authorized to promulgate Executive Directives to implement the Policy.

### 1.2 *Purpose and Scope*

- 1.2.1 These Minimum Standards for Use of Real Property at Los Angeles World Airports (Minimum Standards) have been established by the Executive Director to (1) encourage the provision of high quality products, services, and facilities to Airport users; (2) promote safety; and (3) promote the economic health of Airport businesses. To this end, all entities desiring to use Airport property will be accorded reasonable opportunities, without unlawful discrimination, to engage in such activities, subject to these Minimum Standards.
- 1.2.2 These Minimum Standards specify the standards and requirements that must be met by any entity using Airport property. These Minimum Standards are not intended to be all-inclusive. Any entity using LAWA property will also be required to comply with all applicable regulatory measures pertaining to such activities.
- 1.2.3 Throughout these Minimum Standards, the words "standards" or "requirements" will be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, will be made by LAWA. All entities are encouraged to exceed the applicable minimum standards. No entity will be allowed to use Airport property under conditions that do not, in LAWA's discretion, meet these Minimum Standards.
- 1.2.4 Appropriate minimum standards may be developed on a case-by-case basis for certain activities, and promulgated by Executive

Directive or incorporated into agreements/permits relating to the occupancy or use of particular Airport land or improvements.

- 1.2.5 These Minimum Standards may be supplemented, amended, or modified by Executive Directive from time to time and in such manner and to such extent as is deemed appropriate by LAWA.

### **1.3 Applicability**

1.3.1 These Minimum Standards will apply to all agreements relating to the occupancy or use of Airport property or improvements.

1.3.2 These Minimum Standards will not be deemed to modify any existing agreement under which an entity is required to exceed these Minimum Standards, nor will they prohibit LAWA from entering into or enforcing an agreement that requires an entity to exceed the Minimum Standards.

### **1.4 Non-Compliance/Violations**

LAWA reserves the right to prohibit any entity from using Airport property upon determination by LAWA that such entity has not complied with these Minimum Standards, or has otherwise jeopardized the safety of other entities using the Airport.

### **1.5 Severability**

If one or more clauses, sections, or provisions of these Minimum Standards are held to be unlawful, invalid, or unenforceable by final judgment of any court of competent jurisdiction, the invalidity of such clauses, sections, or provisions will not in any way affect other clauses, sections, or provisions of these Minimum Standards.

## **2.0 GENERAL REQUIREMENTS**

All Users (hereinafter includes: lessees, licensees, permittees, facility users, operators, occupants, etc.) using Airport property must comply with the requirements of this Section.

### **2.1 Experience/Capability**

- 2.1.1 User must have the capability of providing products, services, and facilities and engaging in activities in a good quality manner.

- 2.1.2 User must have the financial capability to, as appropriate, develop and maintain improvements; procure and maintain required vehicles, equipment, and/or aircraft; employ personnel, and engage in the activity, as may be required by the agreement.

## **2.2 Agreement/Approval**

- 2.2.1 No entity may engage in an activity unless the entity has an agreement with LAWA authorizing such activity or the entity has received written approval from LAWA to sublease land or improvements from an authorized lessee to conduct the activity at the Airport.
- 2.2.2 An agreement will not reduce or limit User's obligations with respect to these Minimum Standards.
- 2.2.3 User must comply with all the provisions of the agreement between User and LAWA.

## **2.3 Payment of Rents, Fees, and Charges**

- 2.3.1 User must pay the rents, fees, or other charges specified by LAWA for leasing or using land or improvements or engaging in activities.
- 2.3.2 No User will be permitted to engage in activities unless said User is current in the payment of all rents, fees, charges, or other sums due to LAWA under any and all agreements User has with LAWA.
- 2.3.3 User's failure to remain current in the payment of any and all rents, fees, charges, and other sums due to LAWA will be grounds for revocation of the agreement or approval authorizing the occupancy or use of land or improvements or the conduct of activities at the Airport.

## **2.4 Facility Maintenance**

- 2.4.1 User must maintain the Premises (including all related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, and security lighting) in a clean, neat, and orderly condition, as may be required by the agreement.
- 2.4.2 User must comply with the Airport's signage requirements.

## **2.5 Products, Services, and Facilities**

- 2.5.1 Products, services, and facilities must be provided on a reasonable and non-discriminatory basis to all users of the Airport.
- 2.5.2 User must charge reasonable and non-discriminatory prices for each product or service, provided that User may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- 2.5.3 User must conduct its activities on and from the Premises in a safe, efficient, and professional manner consistent with the degree of care and skill exercised by experienced users providing comparable products, services, and facilities and engaging in similar activities from similar leaseholds in like markets.

## **2.6 Non-Discrimination**

User must not discriminate against any person or class of persons by reason of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition in providing any products or services or in the use of any of its facilities provided for the public, in any manner prohibited by applicable regulatory measures.

## **2.7 Licenses, Permits, Certifications, and Ratings**

User (and/or User's personnel) must obtain and comply with, at User's sole expense, all necessary licenses, permits, certifications, or ratings required for the conduct of User's activities at the Airport as required by LAWA or any other duly authorized agency prior to engaging in any activity at the Airport. Upon request, User must provide copies of such licenses, permits, certifications, or ratings to LAWA in a timely manner.

## **2.8 Personnel**

- 2.8.1 User must have in its employment (as employees), on duty, and on premises during operating hours, trained and courteous personnel in such numbers as to meet the reasonable demands of the aviation public for each activity being conducted in a courteous, prompt, safe, and efficient manner.
- 2.8.2 User must provide a responsible person on its Premises to supervise activities and such personnel will be authorized to represent and act for and on behalf of User during required hours of activities.

## **2.9 Equipment**

All required equipment must be fully operational and functional at all times. Equipment not being used and not scheduled for repair must be removed from the Premises within a timely basis.

## **2.10 Regulatory Measures**

User must engage in activities in accordance with all applicable regulatory measures, including the Certified Service Provider Program (CSPP) and these Minimum Standards.

## **2.11 Insurance**

User must procure and maintain, during the term of an agreement, insurance policies required by law and the types and minimum limits set forth by LAWA. The insurance company or companies underwriting the required policies must be licensed or authorized to write such insurance in the state of California or be approved in writing by LAWA.

## **2.12 Suspension, Revocation of Privileges**

LAWA reserves the right to suspend or revoke User's privileges (including the right to revoke ramp badges, if issued/required), on a temporary or permanent basis, for failing to abide by these Minimum Standards or any applicable regulatory measures governing the Airport. A cure period may be considered, if in LAWA's discretion one is appropriate and consistent with an agreement.

## **2.13 City of Los Angeles, Los Angeles World Airports, Board of Airport Commissioners, and Executive Director**

The Airport is owned by the City of Los Angeles, operated by LAWA, and governed by and through the Board. Only the Executive Director can amend or modify these Minimum Standards.

## INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS

**NAME:** AUTHORIZED TAXICAB SUPERVISION  
**AGREEMENT / ACTIVITY:** Amended Lease – operations moved to portion of parking lot at Skyview Center.  
**TERM:** 04/01/11 - 03/31/21  
**LAWA DIVISION:** Commercial Development Group

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" is the minimum required and must be at least the level of the limits indicated. All limits are per occurrence unless otherwise specified.

	<u><b>LIMITS</b></u>
<input checked="" type="checkbox"/> Workers' Compensation (Statutory)/Employer's Liability <input checked="" type="checkbox"/> Voluntary Compensation Endorsement <input checked="" type="checkbox"/> Waiver of Subrogation, specifically naming LAWA (Please see attached supplement)	<u><b>Statutory</b></u>
<input checked="" type="checkbox"/> Automobile Liability - covering owned, non-owned & hired auto	<u><b>\$1,000,000 CSL</b></u>
<input checked="" type="checkbox"/> Aviation/Airport or Commercial General Liability, including the following coverage: <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Premises and Operations</li> <li><input checked="" type="checkbox"/> Contractual (Blanket/Schedule)</li> <li><input checked="" type="checkbox"/> Independent Contractors</li> <li><input checked="" type="checkbox"/> Personal Injury</li> <li><input type="checkbox"/> Products /Completed Operations</li> <li><input checked="" type="checkbox"/> Fire Legal Liability (minimum \$1 million each occurrence)</li> <li><input checked="" type="checkbox"/> Additional Insured Endorsement, specifically naming LAWA (Please see attached supplement).</li> <li><input type="checkbox"/> Hangarkeepers Legal Liab. (At least at a limit of liability of \$ 1 million)</li> </ul>	<u><b>\$1,000,000</b></u>
<input checked="" type="checkbox"/> Property Insurance	
<input type="checkbox"/> Building, including contents All Risk/Special Form Coverage, including flood and earthquake LAWA named additional insured and loss payee	<u><b>100% Replacement Cost</b></u>
<input checked="" type="checkbox"/> Tenant improvements All Risk/Special Form Coverage, including flood and earthquake LAWA named loss payee	<u><b>100% Replacement Cost</b></u>
<input checked="" type="checkbox"/> Waiver of subrogation naming LAWA (Please see attached supplement)	
<input type="checkbox"/> Builder's Risk Insurance All Risk/Special Form Coverage, including flood and earthquake LAWA named loss payee Required if property or building ultimately revert to City	<u><b>Total project value - 100% Replacement Cost</b></u>
Pollution Legal Liability *** Must meet contractual requirements	<u><b>\$ ***</b></u>

**CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OWN OR HIRED EQUIPMENT AND SHALL HOLD AIRPORT HARMLESS FROM LOSS, DAMAGE OR DESTRUCTION TO SUCH EQUIPMENT.**

**INSURANCE COMPANIES WHICH DO NOT HAVE AN AMBEST RATING OF A- OR BETTER, AND HAVE A MINIMUM FINANCIAL SIZE OF AT LEAST 4, MUST BE REVIEWED FOR ACCEPTABILITY BY RISK MANAGEMENT.**

**PLEASE RETURN THIS FORM WITH EVIDENCE OF INSURANCE**

Exhibit E

**INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS  
(SUPPLEMENT)**

The only evidence of insurance accepted will be either a Certificate of Insurance and/or a True and Certified copy of the policy. The following items must accompany the form of evidence provided:

- **Endorsements:**

1. Workers Compensation Waiver of Subrogation Endorsement  
(WC 04 03 06 or similar)
2. General Liability Additional Insured Endorsements  
(ISO Standard Endorsements)
3. Property Insurance Waiver of Subrogation Endorsement

\*\*\*\*All endorsements must specifically name in the schedule:

**The City of Los Angeles, Los Angeles World Airports, its Board, and all of its officers, employees and agents.**

**A BLANKET/AUTOMATIC ENDORSEMENT AND/OR LANGUAGE ON A  
CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.**

- A typed legible name of the Authorized Representative must accompany the signature on the Certificate of Insurance and/or the True and Certified copy of the policy.