



\_\_\_\_\_ 2021

Behzad Bitaraf  
Authorized Taxicab Supervision (ATS)  
6150 West 96<sup>th</sup> Street  
Los Angeles, CA 90045

Re: **LEASE Agreement #LAA-8562-1** dated April 1, 2011 and COVID-19 related Rent Relief Letter Amendments dated April 2020, and September 2020, between CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS (the "City"), acting by and through its Board of Airport Commissioners (the "Board"), and Authorized Taxicab Supervision, Inc. ("Lessee") (said agreement as may have been heretofore amended is referred to herein as the "Agreement").

LAX

Dear Lessee:

Van Nuys  
City of Los Angeles

Eric Garcetti  
Mayor

Board of Airport  
Commissioners

Sean O. Burton  
President

Valeria C. Velasco  
Vice President

Gabriel L. Eshaghian  
Beatrice C. Hsu  
Nicholas P. Roxborough  
Dr. Cynthia A. Telles  
Karim Webb

Justin Erbacci  
Chief Executive Officer

City acknowledges Lessee's letter, submitted to City in March of 2020, requesting rent relief. In consideration of the recent decline in flight and passenger traffic at Los Angeles International Airport and the resulting temporary decline in airport revenue generating opportunities, the City amended the terms of the Agreement by approving the Rent Relief Letter Amendment dated April 29, 2020 ("Letter"). The Letter defined the temporary relief to be enacted during a four (4) month period retroactively dated to March 1, 2020 through to June 30<sup>th</sup>, 2020. The effect of the COVID-19 pandemic continues to adversely impact potential revenue generation at Los Angeles International Airport as passenger traffic remains significantly low. The City hereby offers this Fifth Amendment/Third Rent Relief Letter ("Amendment") to the above-referenced Lease Agreement, commencing on April 1, 2021, in order to provide temporary rental relief on the terms and subject to the conditions set forth in this letter Amendment.

1. Temporary Abatement of Rent. Subject to the terms and conditions set forth in this letter amendment, Performance Based Rent ("Rent"), which such Rent is in addition to the Taxicab Trip Fees charged under the Concession Agreement No. LAA-8562 between Lessee and the City, shall be One Dollar (\$1) per Taxicab Trip, commencing April 1, 2021 to the first day of the month that Taxicab Trips reach 60,000 ("Duration Period"). Such Rent payable for the Duration Period shall be paid by Lessee pursuant to the current payment schedule in the Agreement. During the Duration Period, Lessee shall not be required to remit payment for Land Area Rent for Commercial and Auto Parking. Monthly Base Rent shall be abated until and upon the first month during the term of this Amendment that Taxicab Trips reach Sixty Thousand (60,000) Taxicab Trips or more, at such instance Monthly Base Rent shall resume and be payable in the amount of Fifty-eight Thousand, Eight Hundred Seventy-five Dollars (\$58,875) (for example, if in May 2021, the number of Taxicab Trips are 60,000, \$58,875 shall be due for the month of May and all months following until the end of the term of the Agreement).



2. Compliance With Agreement. Lessee acknowledges and agrees that Lessee's right to receive the benefit of any abatement and/or deferral of fees set forth herein is absolutely conditioned upon Lessee's full, faithful and punctual performance of its obligations under the Agreement. If Lessee defaults in the performance of any of its obligations under the Agreement, such abated or deferred fees shall immediately become due and payable in full upon demand by the City, and the City shall have the right to enforce the Agreement as if there were no such abatement or deferral. Without limiting the generality of the foregoing, Lessee acknowledges and agrees that: (i) Lessee shall comply with all applicable City of Los Angeles ordinances, (ii) Lessee shall have fully funded its Faithful Performance Guarantee as specified in the Agreement and acknowledges that the City may draw upon the Faithful Performance Guarantee immediately and without prior notice in the event of a default by Lessee under the Agreement, (iii) in the event that the City draws upon the Faithful Performance Guarantee, Lessee agrees to replenish the Faithful Performance Guarantee to its full amount immediately upon request by City, and (iv) Lessee shall be current with respect to all payment obligations under the Agreement as of March 1, 2020.

3. Lessee Covenants. In consideration for the benefits provided to Lessee under this letter amendment, Lessee hereby agrees as follows:

Lessee shall demonstrate to the City's reasonable satisfaction that Lessee is not entitled to any business interruption insurance proceeds or similar benefits that are redundant to the rental relief provided in this letter Amendment, and in the event that the City determines that Lessee is or becomes entitled to any such benefits, the City reserves the right to decrease or limit the rental relief provided herein accordingly.

4. Subordinate to Applicable Laws. The provisions of this letter Amendment relating to the deferral of rental payments are intended to be subject and subordinate to any applicable federal, state or local laws relating to the COVID-19 crisis governing the deferral of rental payments now or hereafter in effect to the extent that the terms of this letter Amendment are inconsistent therewith.

5. No Third Party Beneficiaries. Nothing in this letter Amendment, whether express or implied, is intended to grant to, or confer upon, any person or entity any rights or remedies under, or by reason of, this letter Amendment other than the parties hereto, and no person or entity shall be deemed a third party beneficiary of this letter Amendment or any provision hereof.

6. Full Force and Effect. Except as expressly amended and modified as set forth in this letter Amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

7. Electronic Signature. This Amendment and any other document necessary for the consummation of the transaction contemplated by this Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associated with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment had been delivered that had been signed using a handwritten signature. All parties to this Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature. If this Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[Signatures are on the following page.]

Sincerely,

APPROVED AS TO FORM:

CITY OF LOS ANGELES

Michael N. Feuer,  
City Attorney

By: Nichole A. Kelso  
Deputy/Assistant City Attorney

By: \_\_\_\_\_  
Chief Executive Officer  
Department of Airports

By: \_\_\_\_\_  
Chief Financial Officer  
Department of Airports

The undersigned Lessee hereby agrees to the foregoing letter Amendment.

Date: MARCH 15, 2021

Authorized Taxicab Supervision, Inc.

ATTEST:

By: [Signature]

Name: STEVE WEINMAN

Title: SECRETARY

By: [Signature]

Name: BEHZAD-BITORAF

Title: PRESIDENT