



Los Angeles
World Airports

___, 2020

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

Re: **LEASE Agreement #LAA-8562-1** dated April 1, 2011 and COVID-19 related Rent Relief Letter Amendment dated April 29, 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").

Dear Lessee:

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 30th, 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 Second Rent Relief Letter Amendment ("2nd Letter") to the above-referenced Agreement commencing on July 1, 2020, 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) from July 1, 2020 through July 30, 2020 per Taxicab Trip, from August through to December 31, 2020, Rent shall be One Dollar twenty-five cents (\$1.25) per Taxicab Trip, and from January 1, 2021 through to end of the term of the Agreement, Rent shall be One Dollar, fifty cents (\$1.50) per Taxicab Trip. 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 2nd Letter that Taxicab Trips reach Forty-Thousand (40,000) 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 February 2021, the number of Taxicab Trips are 42,999, \$58,875 shall be due for the month of February 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.

September __, 2020

Page 3

Please signify Lessee's agreement to the terms of this letter amendment by countersigning a copy in the space provided below and returning the signed copy to Commercial Development Group no later than _____, 2020. If Lessee fails to return a countersigned copy of this letter amendment by such date, the terms of this letter amendment shall be deemed revoked.

Sincerely,

APPROVED AS TO FORM:

CITY OF LOS ANGELES

Michael N. Feuer,
City Attorney

By: _____
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: _____, 2020

[Name of Lessee]

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____