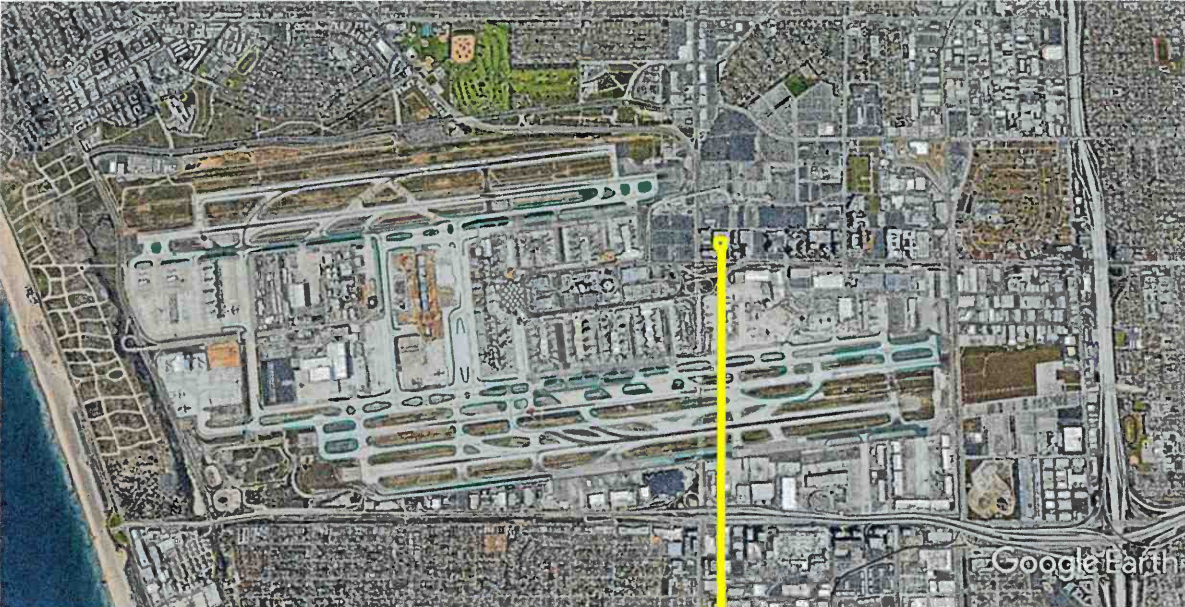


SITE MAP



LOCATION MAP



**FOURTH AMENDMENT TO CONCESSION AGREEMENT**  
**No. LAA-8562**  
**BETWEEN THE CITY OF LOS ANGELES'**  
**DEPARTMENT OF AIRPORTS AND**  
**AUTHORIZED TAXICAB SUPERVISION, INC.**  
**AT LOS ANGELES INTERNATIONAL AIRPORT (LAX)**

THIS FOURTH AMENDMENT TO Concession Agreement No. LAA-8562 ("Agreement"), is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 "Contractor").

**RECITALS**

WHEREAS, Contractor currently operates and manages taxicab operations at LAX pursuant to the Agreement, in conjunction with a Lease Agreement with City for the holding lot on which taxicabs are staged at LAX; and,

WHEREAS, Contractor and LAWA desire to extend the term of Contractor's Agreement by one year, pursuant to the authority granted to LAWA's Chief Executive Officer through the Los Angeles Administrative Code Section 10.5 (a)(8), due to the emergent circumstance of the Covid-19 pandemic.

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 as follows:

**AMENDMENTS**

**Section 1.** Article 1, Section 1. Term, is hereby deleted in its entirety, and a new Article 1, Section 2, Term, is hereby substituted in lieu thereof with the following:

**"Section 1. Term.**

2.1 This Agreement shall commence on April 1, 2011 (Commencement Date), which term shall have been for ten (10) years, terminating on March 31, 2021. However, due to the ramifications of the Covid-19 pandemic, this Agreement shall terminate on March 31, 2024, extended to such date pursuant to Los Angeles Administrative Code Section 10.5 (a)(8), subject to earlier termination,

with or without cause, by City upon giving a ninety (90) day advance written notice or as provided elsewhere in the Agreement.”

**Section 2.** Except as amended or modified by this Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Fourth Amendment. If there is any conflict between the provisions of this Fourth Amendment and the provisions of the Agreement the provisions of this Fourth Amendment shall prevail. Whether or not specifically amended by this Fourth Amendment, all terms and provisions of the Agreement are amended to the extent necessary to give effect to the purpose and intent of this Fourth Amendment.

**Section 3.** **No Third Party Beneficiaries.** No provisions of the Agreement or this Fourth Amendment may be amended or added to except by a written agreement signed by the Parties or their respective successors-in-interest. This Fourth Amendment is not intended to confer upon any person other than the Parties, any rights or remedies hereunder.

**Section 4.** **Governing Law; Interpretation.** This Fourth Amendment shall be governed by, and construed in accordance with, the laws of the State of California. The Agreement and this Fourth Amendment are subject to the provisions of the Los Angeles Administrative Code. Each Party represents and warrants that this Fourth Amendment has been negotiated and drafted at arms-length by equally sophisticated parties, and any ambiguity cannot be attributed to either Party hereto. If any provision of this Fourth Amendment, or the application thereof to any persons or circumstances, shall be invalid or unenforceable, the remainder of this Fourth Amendment shall not be affected thereby, and each provision of this Fourth Amendment shall be valid and shall be enforceable to the fullest extent permitted by law.

**Section 5.** **Electronic Signatures.** This Fourth Amendment and any other document necessary for the consummation of the transaction contemplated by this Fourth 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 associate 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 Fourth 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 Fourth Amendment had been delivered that had been signed using a handwritten signature. All parties to this Fourth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Fourth 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 Fourth Amendment based on the foregoing forms of signature. If this Fourth 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 on the following page.]*

IN WITNESS WHEREOF, City has caused this FOURTH Amendment to be executed on its behalf by the Chief Executive Officer and Contractor has caused the same to be executed by its duly authorized officers, all as of the day and year first herein written.

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

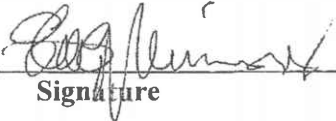
**CITY OF LOS ANGELES**

Date: \_\_\_\_\_

By: Nichole A. Kelso  
Nichole A. Kelso (Feb 22, 2022 11:45 PST)  
Deputy/Assistant City Attorney

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

**ATTEST:**

By:   
Signature

Steve Neimand  
Print Name

Secretary  
Print Title

[Secretary, Treasurer, Person Authorized to Bind Consultant to Contract]

**AUTHORIZED TAXICAB SUPERVISION, INC.**

By:   
Signature

BEHZAD-BITARAF  
Print Name

PRESIDENT  
Print Title

[President, CEO, Person Authorized to Bind Consultant to Contract]

**SIXTH AMENDMENT TO LEASE AGREEMENT**  
**No. LAA-8562-1**  
**BETWEEN THE CITY OF LOS ANGELES**  
**FOR THE DEPARTMENT OF AIRPORTS AND**  
**AUTHORIZED TAXICAB SUPERVISION, INC.**  
**FOR DEMISED PREMISES LOCATED AT**  
**6150 WEST 96<sup>TH</sup> STREET**  
**AT LOS ANGELES INTERNATIONAL AIRPORT (LAX)**

THIS SIXTH AMENDMENT TO Lease Agreement No. LAA-8562-1 (“Lease”), is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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, Lessee currently occupies the paved automobile parking lot used for taxicab staging at 6150 West 96<sup>th</sup> Street, pursuant to Lease No. LAA-8562-1 referenced herein, in conjunction with Lessee’s Concessions Agreement with LAWA, for the management of taxicab operations at LAX; and,

WHEREAS, Lessee and LAWA desire to extend the term of Lessee’s Lease agreement by two years, pursuant to the authority granted to LAWA’s Chief Executive Officer through the Los Angeles Administrative Code Section 10.5 (a)(8), due to the emergent circumstance of the Covid-19 pandemic.

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 as follows:

**AMENDMENTS**

**Section 1.** Article 1, Section 2, Term, is hereby deleted in its entirety, and a new Article 1, Section 2, Term of Lease, is hereby substituted in lieu thereof with the following:

**“Section 2. Term of Lease.**

2.1 This Lease shall commence on April 1, 2011 (Commencement Date), which date shall be the first day of the month following approval by the Los Angeles City Council and shall terminate on

March 31, 2024, extended to such date pursuant to Los Angeles Administrative Code Section 10.5 (a)(8), unless earlier terminated pursuant to the terms provided in this Lease. Either party may terminate this Lease, without cause, upon giving the other party a ninety (90) day advance written notice.”

**Section 2.** Except as amended or modified by this Sixth Amendment, the Lease is hereby ratified and confirmed and all other terms of the Lease shall remain in full force and effect, unaltered and unchanged by this Sixth Amendment. If there is any conflict between the provisions of this Sixth Amendment and the provisions of the Lease the provisions of this Sixth Amendment shall prevail. Whether or not specifically amended by this Sixth Amendment, all terms and provisions of the Lease are amended to the extent necessary to give effect to the purpose and intent of this Sixth Amendment.

**Section 3.** **No Third Party Beneficiaries.** No provisions of the Lease or this Sixth Amendment may be amended or added to except by a written agreement signed by the Parties or their respective successors-in-interest. This Sixth Amendment is not intended to confer upon any person other than the Parties, any rights or remedies hereunder.

**Section 4.** **Governing Law; Interpretation.** This Sixth Amendment shall be governed by, and construed in accordance with, the laws of the State of California. The Lease and this Sixth Amendment are subject to the provisions of the Los Angeles Administrative Code. Each Party represents and warrants that this Sixth Amendment has been negotiated and drafted at arms-length by equally sophisticated parties, and any ambiguity cannot be attributed to either Party hereto. If any provision of this Sixth Amendment, or the application thereof to any persons or circumstances, shall be invalid or unenforceable, the remainder of this Sixth Amendment shall not be affected thereby, and each provision of this Sixth Amendment shall be valid and shall be enforceable to the fullest extent permitted by law.

**Section 5.** **Electronic Signatures.** This Sixth Amendment and any other document necessary for the consummation of the transaction contemplated by this Sixth 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 associate 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 Sixth 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 Sixth Amendment had been delivered that had been signed using a handwritten signature. All parties to this Sixth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Sixth 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 Sixth Amendment based on the foregoing forms of signature. If this Sixth 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 on the following page.]*



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

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

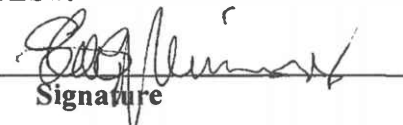
**CITY OF LOS ANGELES**


Date: \_\_\_\_\_  
By: Nichole A. Kelso  
Nichole A. Kelso (Feb 22, 2022 11:45 PST)  
Deputy/Assistant City Attorney

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

**ATTEST:**

**AUTHORIZED TAXICAB  
SUPERVISION, INC.**

By:   
Signature  
Steve Neimand  
Print Name  
Secretary  
Print Title

By:   
Signature  
BEHZAD-BITARAF  
Print Name  
PRESIDENT  
Print Title

[Secretary, Treasurer, Person Authorized  
to Bind Consultant to Contract]

[President, CEO, Person Authorized to  
Bind Consultant to Contract]