



Los Angeles  
World Airports

April \_\_, 2020

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LAX

Van Nuys

City of Los Angeles

Eric Garcetti  
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Board of Airport  
Commissioners

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Nicholas P. Roxborough  
Dr. Cynthia A. Telles  
Karim Webb

Justin Erbacci  
Interim Chief Executive Officer

Re: **LEASE Agreement #LAA-8562-1** dated April 1, 2011 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 hereby offers an amendment to the above-referenced Agreement 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, the Monthly Base Rent for a four (4) month period beginning on March 1, 2020 and ending on June 30, 2020 (the "Duration Period") is hereby abated. For the Duration Period, Lessee shall pay a Performance Based Rent ("Rent") based on one dollar (\$1.00) per Taxicab Trip. This Rent is in addition to the Taxicab Trip Fees charged under the Concession Agreement No. LAA-8562 between Lessee and City. 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.

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.

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 April 30, 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.

\_\_\_\_\_  
April \_\_, 2020

Page 3

Sincerely,

APPROVED AS TO FORM:

CITY OF LOS ANGELES

Michael N. Feuer,  
City Attorney

By: \_\_\_\_\_

Chief Executive Officer  
Department of Airports

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

By: \_\_\_\_\_

Chief Financial Officer  
Department of Airports

The undersigned Lessee hereby agrees to the foregoing letter amendment:

Date: April \_\_, 2020

[Name of Lessee]

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_