

CONSENT TO ASSIGNMENT

This Consent to Assignment (“Consent”) is made by Clark County, a political subdivision of the State of Nevada, through its Department of Aviation (“County” or “Aviation”). Under this Consent, County hereby consents to the Assignment and Assumption of Concession Agreement (“Assignment”), attached hereto as Exhibit “1” and incorporated by reference herein, between **WHITTLESEA-BELL DBA BELL TRANS** (“Assignor”), and **BELL CHAUFFEURED SERVICES, INC.**, (“Assignee”), under the terms stated in the Assignment.

This Consent shall not be deemed a waiver of any default. This Consent shall not be deemed consent to any future or subsequent assignment, sublease, mortgage, pledge or encumbrance of the Concession Agreement referenced in the Assignment.


This Consent will not release Assignor’s obligations or alter the primary liability of Assignor to pay the rent and to perform all other obligations to be performed by Assignor under the Concession Agreement referenced in the Assignment.

Dated this _____ Day of _____, 2025.

CLARK COUNTY, NEVADA

BY: _____
ROSEMARY A. VASSILIADIS
Director of Aviation

APPROVED AS TO FORM:
Steven B. Wolfson, District Attorney

BY: 

JOHN P. WITUCKI
Senior Attorney

**ASSIGNMENT AND ASSUMPTION OF
CONCESSION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF CONCESSION AGREEMENT ("Assignment") is hereby entered into this _____ day of _____, 2025, between **WHITTLESEA-BELL DBA BELL TRANS** ("Assignor"), and **BELL CHAUFFEURED SERVICES, INC.**, a company authorized to do business in the State of Nevada ("Assignee"). Assignor and Assignee are each a "Party" to this Assignment, and together they are the "Parties."

In consideration for the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective upon approval by the Board of County Commissioners ("Effective Date"), the Parties hereto agree as follows:

1. Clark County, a political subdivision of the State of Nevada, through its Department of Aviation ("County" or "Aviation") and Assignor are parties to a Concession Agreement dated April 3, 2012, as amended January 3, 2013 (the "First Amendment"), February 6, 2018 (the "Second Amendment"), November 19, 2019 (the "Third Amendment"), January 18, 2022 (the "Fourth Amendment"), and February 7, 2023 (the "Fifth Amendment" and collectively, the "Agreement"), attached hereto as Exhibit "A" and incorporated herein by reference made a part hereof.
2. At a special session held on December 27, 2024, the Nevada Transportation Authority, issued a Compliance Order, granting Assignee a new Certificate of Public Convenience and Necessity designated as CPCN 1023, Sub 3, authorizing operation in charter limousine, airport transfer, special services, scenic tour and charter bus transportation. The Compliance Order is attached hereto as Exhibit "B" for reference.
3. On December 31, 2024, Assignor and Assignee entered in an Asset Purchase Agreement, which among other things, contemplated the transfer of the Agreement from Assignor to Assignee. The Asset Purchase Agreement is attached hereto as Exhibit "C" for reference.
4. Pursuant to Section 2.1 of the Agreement, Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Agreement.
5. Assignee hereby assumes all duties and obligations and agrees to be bound by the terms and conditions of the Agreement. Assignee agrees to perform all of the terms under the Agreement and all amendments as though Assignee was the original tenant under the Agreement.
6. Assignee hereby agrees that it will be responsible for all liabilities, terms, obligations, commitments, indemnities and duties of Assignor under the Agreement from and after the Effective Date.

EXHIBIT "1"

7. Assignee hereby agrees to indemnify, defend and hold harmless the County from and against any liability, claims, demands, causes of action, injuries, attorney's fees, costs arising out of or related to this Assignment.
8. The Parties hereby agree that they will be responsible for all liabilities, terms, obligations, commitments, indemnities and duties under the Agreement that pre-date the Effective Date.
9. Assignee hereby understands that the original terms and conditions of the Agreement that are in effect as of the date of this Assignment shall remain unchanged. Any additional terms must be requested in writing and may be granted at the sole discretion of the County or its Designated Representative.
10. Assignee acknowledges that County has not made any express or implied oral or written representation or promise that future assignments will be approved, assignee will enjoy financial success in operating any business on the premises, or that County will grant an extension of the term or enter into any other modification of the Agreement.
11. The Parties represent and warrant that they have not failed to disclose to County any information which if known by County, might provide grounds for County to reasonably withhold its consent to the assignment of the Agreement to Assignee.
12. This Assignment shall be governed and construed in accordance with the laws of the State of Nevada.
13. This Assignment is specifically conditioned upon approval by the Board of County Commissioners of Clark County, Nevada, and shall not be effective until such approval is obtained.
14. The Parties hereto acknowledge that they thoroughly read this Assignment, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. This Assignment shall be construed without regard to any presumption or other rule requiring construction against the Party causing the drafting hereof.
15. Each individual executing this Assignment on behalf of a partnership, corporation or LLC represents that he or she is duly authorized to execute and deliver this Assignment on behalf of the corporation, LLC and/or partnership and agrees to deliver evidence of his or her authority to County upon request by County.

EXHIBIT "1"

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:
WHITTLESEA-BELL
DBA BELL TRANS

ASSIGNEE:
BELL CHAUFFEURED SERVICES,
INC.

BY: 
"ASSIGNOR"

BY: 
"ASSIGNEE"

PRINT: BRENT BELL

PRINT: Alexi Darbakan

TITLE: PRESIDENT

TITLE: CEO

DATE: 2-25-2025

DATE: 2-25-2025

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input checked="" type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 315						
Corporate/Business Entity Name: Bell Chauffeured Services, Inc						
(Include d.b.a., if applicable)						
Street Address:		1900 Industrial Road South		Website:		
City, State and Zip Code:		Las Vega, NV, 89102		POC Name: Alexi Darbahani		
				Email: Alex.darbahani@belltransportation		
Telephone No:		310-854-9950		Fax No:		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Alexi Darbahani	CEO	100

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature	Alexi Darbahani
CEO	01/16/2025
Title	Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative