

First Amendment to Office Lease VNA-9148 with
Wise and Healthy Aging
(Aviation Plaza, 16461 Sherman Way, Van Nuys, CA 91406)

This First Amendment to Office Lease (this “**First Amendment**”) is made and entered into as of the ____ day of _____, 20__ (the “**Effective Date**”) by and between CITY OF LOS ANGELES, a California municipal corporation, acting by order of and through its Board of Airport Commissioners (“**Landlord**”), and Wise and Healthy Aging, a nonprofit corporation (“**Tenant**”).

RECITALS

A. Landlord and Tenant entered into that certain Office Lease approved by the Board of Airport Commissioners as of December 31 2021(the “**Lease**”), whereby Landlord leases to Tenant, Suite 177, approximately 1272 rentable square feet (the “**RSF**”) of class “B” office space, located on the first (1s^l) floor (the “**Premises**”) at 16461 Sherman Way, Van Nuys, California 91406 (the “**Building**”).

B. The Lease Term has currently expired on December 31, 2024.

C. By this First Amendment, Landlord and Tenant desire to extend the Lease Term and to otherwise amend the Lease on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

AGREEMENT

1. **Capitalized Terms**. Unless otherwise defined herein, the capitalized terms used in this First Amendment shall have the same respective meanings ascribed to such terms in the Lease.

2. **Extended Term**. Landlord and Tenant hereby agree to extend the Lease Term for a period of thirty-eight (38) months (the “**Extended Term**”), which shall commence on the Effective Date herein above, (the “**Extended Term Commencement Date**”) and shall expire on last day of the calendar month that is the Thirty-eighth (38th) month after the Commencement Date (the “**Extended Term Expiration Date**”), unless sooner terminated as provided in the Lease. The Extended Term shall be on the terms and conditions of the Lease, unless otherwise modified herein.

3. **Monthly Base Rent**. During the Extended Term, Tenant shall continue to pay monthly installments of Base Rent for the Premises in accordance with the terms of the Lease except as otherwise modified herein. Notwithstanding the foregoing, effective upon the Extended Term Commencement Date and continuing throughout the Extended Term, Tenant shall pay monthly installments of Base Rent for the Premises as follows:

<u>Lease Months</u>	<u>Annual Base Rent</u>	<u>Monthly Installment</u>	<u>Monthly Rate per RSF</u>
1-12	\$29,001.60	\$2,416.80	\$1.90
13-24	\$29,871.65	\$2,489.30	\$1.96

25-37	\$30,767.80	\$2,563.98	\$2.02
38	\$31,690.83	\$2,640.90	\$2.08

*Base Rent shall be abated as set forth in Section 4 below.

4. Base Rent Abatement. In accordance with applicable provisions of the Lease and this Section 4, for the second (2nd), and third (3rd) full calendar month following the Extended Term Commencement Date (the “**Abatement Period**”), Base Rent shall be abated, and Tenant shall not be obligated to pay Base Rent for the Premises (the “**Extended Term Base Rent Abatement**”). In no event shall the amount of the Base Rent Abatement exceed Four Thousand, Eight Hundred and Thirty-Three and 60/100 (\$4,833.60).

6. Parking. Pursuant to the existing Lease.

7. Security Deposit. Tenant has previously deposited with Landlord Six Thousand Six Hundred Seventy-nine and 18/100 Dollars (\$6,679.85) as security for the faithful performance by Tenant of the terms, covenants, and conditions of the Lease. Concurrently with Tenant’s execution of this First Amendment, Tenant shall deposit with Landlord an additional One Thousand Two Hundred Forty- Two and 86/100 Dollars (\$1,242.86), for a total Security Deposit under the Lease, as amended herein, of Seven Thousand Nine Hundred Twenty-two and 71/100 Dollars (\$7,922.71). Landlord shall continue to hold the Security Deposit, as increased herein, in accordance with the terms and conditions of the Lease. Upon Tenant's execution of the Lease, Tenant shall pay a Security Deposit equal to three (3) months of Monthly Basic Rental (calculated as of the rate in effect for the last month of the Lease Term) and shall pay the first (1st) full installment of Monthly Basic Rental due under the Lease.

8. Tenant Improvements. Landlord and Tenant acknowledge that Tenant is currently in possession of the Premises, and therefore, as of the Extended Term Commencement Date, Tenant shall accept the Premises in its presently existing “As-Is” condition; Landlord shall not be obligated to pay or provide for any improvement work or services related to the Premises as an inducement for Tenant to enter into this First Amendment (provided, however, Landlord shall continue to have its maintenance and repair obligations pursuant to the Lease) except for the Extended Term Improvements.

10. Estoppel. Tenant warrants, represents and certifies to Landlord that, to the best of its knowledge as of the date of this First Amendment: (a) Landlord is not in default under the Lease; and (b) Tenant does not have any defenses or offsets to payment of rent and performance of its obligations under the Lease as and when the same becomes due. Landlord warrants, represents and certifies to Tenant that, to the best of its knowledge as of the date of this First Amendment, Tenant is not in default under the Lease.

11. Attorneys’ Fees. In the event either party should commence an action to enforce any provisions of this First Amendment, then all reasonable costs and expenses incurred by the prevailing party therein, including reasonable attorneys’ fees, reasonable experts fees and costs, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment. This provision with respect to attorneys’ fees shall be severable from

all other provisions of this First Amendment, shall survive any judgment, and shall not be deemed merged into the judgment.

12. **Brokers.** Tenant and Landlord represent and warrant to one another that it has not dealt with any broker with respect to this First Amendment, other than Colliers International as Landlord's broker ("**Landlord's Broker**") and Colliers as Tenant's broker ("**Tenant's Broker**"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this First Amendment. Landlord shall pay all commissions and fees due to Landlord's Broker and Tenant's Broker pursuant to the terms of a separate brokerage commission agreement. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of any dealings with any real estate broker or agent, other than Landlord's Broker and Tenant's Broker, occurring by, through, or under the indemnifying party. In the event that Landlord fails to pay the commission to Tenant's Broker, Tenant shall have the right, but not the obligation, to pay Tenant's Broker commission, or any portion thereof not paid by Landlord, and offset the amount so paid by Tenant against Rent until Tenant has been reimbursed for such payment in full.

13. **Right of First Offer.** (Intentionally omitted.)

14. **Option Term.** (Intentionally omitted.)

15. **FAA and DOT Civil Rights Assurances.**

15.1 **Civil Rights – General; Civil Rights – Title VI Assurances** - 49 CFR § 21.7 (a)(1); 49 CFR Part 21 Appendix C (b); and as amended or interpreted from time to time.

15.1.1 **Civil Rights – General – 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520.** *In all its activities within the scope of its airport program, the Tenant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.*

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15.1.2 *The above provision binds the Tenant and Tenant's subcontractors from the bid solicitation period through the completion of the Lease. If the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the Tenant. The above provision obligates the Tenant for the period during which the property is owned, used or possessed by the Tenant and the airport remains obligated to the Federal Aviation Administration.*

15.2 **Civil Rights – Title VI Assurances – 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013.** During the Lease Term (as extended by the Extended Term and the Option Term, if exercised by Tenant), and as applicable to the Premises, Tenant

further agrees to comply with all applicable U.S. Department of Transportation Standard Title VI/Non-Discrimination, set forth in Exhibit A, attached hereto and made a material term of this First Amendment, as such requirements may be amended or interpreted by the Federal Aviation Administration or the United States Department of Transportation from time to time; specifically, the following clauses as provided in Exhibit A:

- a. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- b. Compliance with Nondiscrimination Requirements
- c. Transfer of Real Property Acquired or Improved Under the Airport Improvement Program
- d. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

15.3 Audit of Subcontracts. Los Angeles World Airports (“LAWA”) may conduct a reasonable review of the Tenant’s compliance with this Subsection 20. Tenant must reasonably cooperate with LAWA throughout the review process by supplying all reasonably requested information and documentation to LAWA, making Tenant staff and officials reasonably available for meetings as requested, and correcting any areas of non-compliance as determined by LAWA.

15.4 Tenant agrees that it shall insert the provisions found in Subsections 15.1 and 15.2, inclusive of Exhibit A in whole, in any solicitation, subcontract, sublease, assignment, license, transfer, or permit, or other instrument, by which said Tenant grants a right or privilege to any person, firm, or corporation under this First Amendment.

16. Electronic Signature. This First Amendment and any other document necessary for the consummation of the transaction contemplated by this First 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 First 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 First Amendment had been delivered that had been signed using a handwritten signature. All parties to this First Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this First 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 First Amendment based on the foregoing forms of signature. If this First 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.

17. Lease in Full Force. Except as amended and modified as set forth in this First Amendment, the terms and provisions of the Lease remain the same and in full force and effect.

[Remainder of this Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to be executed as of the date first above written.

“Landlord:”

CITY OF LOS ANGELES,

a California municipal corporation, acting by order of and through its Board of Airport Commissioners; by signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

By: _____

Name: Dave Jones, Deputy Executive Director,
Commercial Development Group

“Tenant:”

Wise and Healthy Aging, a Non-profit
Corporation

By: Molly Davies _____

Name: Molly Davies _____

Title: President and CEO _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

Date: _____

By: _____
Deputy/Assistant City Attorney

Exhibit A

(See Attached)

CIVIL RIGHTS – TITLE VI ASSURANCES

Civil Rights – Title VI Assurances. In accordance with, and as amended or interpreted from time to time, 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013.

- I. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination

against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

II. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LAWA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a

contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to LAWA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, LAWA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as LAWA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request LAWA to enter into any litigation to protect the interests of LAWA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.