

**Second Amendment to Office Lease LAA-9039**  
**(Skyview Center, 6033 W. Century Blvd.)**

This Second Amendment to Office Lease (this "**Second Amendment**") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (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 FRANKFURT-SHORT-BRUZA ASSOCIATES, PC, an Oklahoma professional corporation, DBA Frankfurt-Short-Bruza Associates, Inc. ("**Tenant**").

**RECITALS**

A. Landlord and Tenant entered into that certain Office Lease dated August 29, 2018 (the "**Original Lease**") and as amended by that certain First Amendment to Office Lease, dated September 22, 2022 (the "**First Amendment**") (the Original Lease and First Amendment are collectively referred to herein as the "**Lease**") whereby Landlord leases to Tenant that space, commonly known as Suite 320, located on the third (3<sup>rd</sup>) floor, as set forth in Exhibit A attached hereto (the "**Premises**") of that certain building at 6033 West Century Boulevard, Los Angeles, California (the "**Building**").

B. The Lease Term is currently scheduled to expire on September 30, 2025.

C. By this Second 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 Second 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 October 1, 2025 (the "**Extended Term Commencement Date**") and shall expire on November 30, 2028 (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	\$54,532.80*	\$4,544.40	\$2.80
13-24	\$56,168.78	\$4,680.73	\$2.88
25-36	\$57,853.85	\$4,821.15	\$2.97
37-38**	\$9,931.58	\$4,965.79	\$3.06

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

\*\*Two-month period.

4. Base Rent Abatement. In accordance with applicable provisions of the Lease and this Section 4, for the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) full calendar months 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 Nine Thousand Eighty-Eight Hundred and 80/100 Dollars (\$9,088.80). During the Abatement Period, Tenant shall continue to be responsible for the payment of Additional Rent under the Lease, as amended hereby.

5. Security Deposit. Tenant has previously deposited with Landlord Twelve Thousand Seven Hundred Sixty-Nine and 17/100 (\$12,769.17) as security for the faithful performance by Tenant of the terms, covenants, and conditions of the Lease. Concurrently with Tenant’s execution of this Second Amendment, Tenant shall deposit with Landlord an additional Two Thousand One Hundred Twenty-Eight and 20/100 (\$2,128.20), for a total Security Deposit under the Lease, as amended herein, of Fourteen Thousand Eight Hundred Ninety Seven and 37/100 (\$14,897.37). Landlord shall continue to hold the Security Deposit, as increased herein, in accordance with the terms and conditions of the Lease.

6. “As-Is” Condition. Landlord and Tenant acknowledge that Tenant is currently in possession of the Premises pursuant to the terms of the lease, and continues to 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 improvement of the Premises except as specifically set forth in this Second Amendment. Tenant acknowledges that neither Landlord nor any agent nor any employee of Landlord has made any representations or warranties with respect to the Premises or the Project or with respect to the suitability of either for the conduct of Tenant’s business, and Tenant expressly warrants and represents that Tenant has relied solely on its own investigation and inspection of the Premises and the Project in its decision to enter into this Second Amendment.

7. Estoppel. Tenant warrants, represents and certifies to Landlord that, to the best of its knowledge as of the date of this Second 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 Second Amendment, Tenant is not in default under the Lease.

8. Attorneys' Fees. In the event either party should commence an action to enforce any provisions of this Second 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 Second Amendment, shall survive any judgment, and shall not be deemed merged into the judgment.

9. Brokers. Tenant and Landlord represent and warrant to one another that it has not dealt with any broker with respect to this Second 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 Second 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.

10. FAA and DOT Civil Rights Assurances.

10.1 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.

10.1.1 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.*

10.1.2 *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.*

10.2 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 E, attached hereto and made a material term of this Second 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 E:

- 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

10.3 Audit of Subcontracts. Los Angeles World Airports (“LAWA”) may conduct a reasonable review of the Tenant’s compliance with this subsection 10. 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.

10.4 Tenant agrees that it shall insert the provisions found in Subsections 10.1 and 10.2, inclusive of Exhibit E 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 Second Amendment.

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

12. Lease in Full Force. Except as amended and modified as set forth in this Second 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 Second 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: Marla Bleavins, Chief Airport  
Administrative Officer

"Tenant:"

Frankfurt-Short-Bruza Associates, PC, an  
Oklahoma professional corporation

By: 

Name: Brian Sauer

Title: Executive Vice President

APPROVED AS TO FORM:

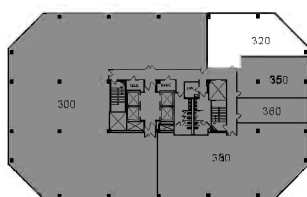
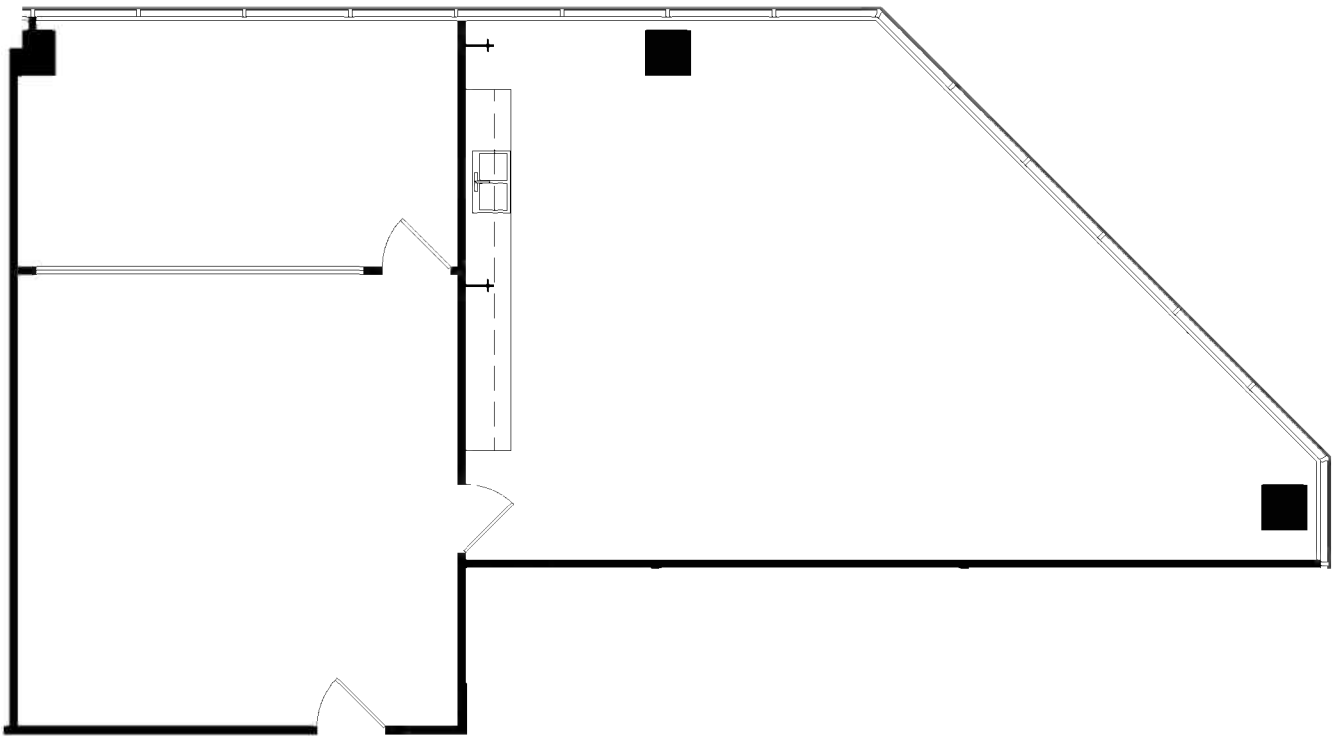
Hydee Feldstein Soto, City Attorney

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

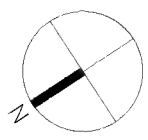
By: \_\_\_\_\_  
Deputy/Assistant City Attorney

**Exhibit A**

*(See Attached)*



FLOOR LOCATION PLAN



SKYVIEW CENTER  
6033 W. CENTURY BLVD.  
LOS ANGELES, CA

SUITE 320

CLUB CITY - LOS ANGELES - ORANGE COUNTY  
SAN FRANCISCO - NEW JERSEY - NEW YORK



## 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.