

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: September 11, 2025

CAO File No. 0150-13053-0000

Council File No.

Council District: 11

To: The Mayor

From: Matthew W. Szabo, City Administrative Officer

Reference: Correspondence from the Los Angeles World Airports Board of Airport Commissioners dated August 21, 2025 and August 25, 2025; referred by the Mayor for a report on August 25, 2025

Subject: **RESOLUTION NO. 28218 AND PROPOSED SECOND AMENDMENT TO LEASE NO. LAA-9039 WITH FRANKFURT-SHORT-BRUZA ASSOCIATES, PC DBA FRANKFURT-SHORT-BRUZA ASSOCIATES INC. FOR 1,623 SQUARE FEET OF OFFICE SPACE IN TOWER A AT THE LOS ANGELES WORLD AIRPORTS-OWNED SKYVIEW CENTER, LOCATED AT 6033 WEST CENTURY BOULEVARD**

RECOMMENDATION

1. Approve Los Angeles World Airports (LAWA) Board Resolution No. 28218 authorizing a Second Amendment to Lease No. LAA-9039 with Frankfurt-Short-Bruza Associates, PC dba Frankfurt-Short-Bruza Associates, Inc. for 1,623 square feet of office space in Tower A of the LAWA-owned Skyview Center:
 - a. To extend the term by 38 months, from October 1, 2025 to November 30, 2028, and resulting in \$159,235 of net revenue, excluding rental abatement and broker commissions, over the extended term; and
 - b. Appropriate funds in the amount of \$10,164 for broker commission;
2. Adopt the August 25, 2025 Board of Airport Commissioners (Board) determination in Resolution No. 28218 that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article III Class 1 (18)(c) of the Los Angeles City CEQA Guidelines; and,
3. Authorize the LAWA Chief Executive Officer, or designee, to execute the proposed Second Amendment upon approval as to form by the City Attorney and approval by the Council.

SUMMARY

The Los Angeles World Airports (LAWA, Department) Board of Airport Commissioners (Board) requests approval of a proposed Second Amendment (Amendment) to Lease No. LAA-9039 with Frankfurt-Short-Bruza Associates, PC dba Frankfurt-Short-Bruza Associates, Inc. (FSB

Associates) for 1,623 square feet of space in LAWA-owned office building complex known as Skyview Center at 6033 West Century Boulevard in Council District 11. The proposed Amendment increases the firm's existing rental rate of \$2.62 per square foot by \$0.18 to \$2.80, with annual increases of three percent. Approval of the amendment will also extend the term of the firm's existing lease by 38 months for a total term of 115 months, from October 1, 2025 through November 30, 2028. The extension will result in net revenues of \$159,235 after deductions for rental abatement (\$9,089) and broker commissions (\$10,164). The amount of leased space remains the same.

The proposed Amendment, Resolution No. 28218, is subject to approval as to form by the City Attorney. Pursuant to Charter Section 606 and Los Angeles Administrative Code 10.5(c), Council approval is required because the total term of the agreement, including the proposed Amendment, exceeds five years. Our office has reviewed the request and recommends approval.

BACKGROUND

On May 21, 2013, the Board approved the acquisition of the Skyview Center located at 6033 West Century Boulevard (Tower A) and 6053 West Century Boulevard (Tower B) in Council District 11. Together, the two buildings provide 412,147 square feet (SF) of office space with 206,679 SF in Tower A and 205,468 SF in Tower B, and includes a shared parking structure with an adjacent flat parking lot at 6101 West 98th Street and 6151 West 98th Street. Overall, the Skyview Center has a 72.7 percent occupancy rate, or 303,798 SF of used office space, and a 27.3 percent vacancy rate, or 114,081 SF of available space for lease. As a standalone building, Tower A, where FSB Associates is located, has a 86 percent occupancy rate, or 178,461 square feet of used office space, and a 14 percent vacancy rate, or 28,218 square feet available for lease.

Lease History with FSB Associates – Since 2017, FSB Associates has leased space at Skyview Center through Lease Nos. LAA-8976 (Resolution No. 26324) and LAA-9039 (Resolution 26560). During the pandemic, FSB Associates consolidated its operations into a single suite through Lease No. LAA-9039. As a result of the consolidation, it was not necessary to renew Lease No. LAA-8976. The Board approved Lease No. LAA-9039 on August 16, 2018 for a term of 38 months and on July 21, 2022, the Board approved a First Amendment to the Lease for an additional 39 months. The current Lease expires on September 30, 2025.

Second Amendment – On August 21, 2025 and August 25, 2025, the Board approved the proposed Amendment to Lease No. LAA-9039, extending the term by an additional 38 months from October 1, 2025 to November 30, 2028 for a total term of 115 months (nine years and seven months). The amount of square footage to be leased by FSB Associates remains the same at 1,623 SF. The updated proposed terms and conditions include:

- Renewal rental rate adjustment - Per square footage increase \$2.62 to \$2.80 in the first year of the lease renewal
- Annual Adjustments - Three percent increase each year over the term starting 2nd year
- Rental abatement - The equivalent of two months or \$9,089 is included.

- Additional security deposit - Upon execution of the proposed Amendment, FSB Associates will be required to deposit an additional \$2,128 for a total security deposit of \$14,897.
- Civil Rights language update. Section 10 and Exhibit E of the Amendment also contains updated language pertaining to Civil Rights – Title VI Assurances.

All other terms and conditions remain the same.

Approval of the proposed Amendment will result in \$159,235 in net revenues to LAWA over the 38-month term of the Lease, after deductions for two months rental abatement and broker commission. The Board approved the staff recommendation for an appropriation of funds in the amount of \$10,154. This action is not subject to approval by the Council and, as such, is not included in the recommendations. Table 1 below details the rental rates as stated in Section 3 of the Amendment:

Table 1: Monthly Lease Rates for FSB Associates 6033 West Century Boulevard (Skyview Center) - Proposed Lease Rates			
Months	Rate Amount per Year (per SF)	Monthly Rent	Annual Rent
1-12	\$2.80	\$ 4,544	\$ 54,533
13-24	\$2.88	4,681	56,169
25-36	\$2.97	4,821	57,854
37-38	\$3.06	4,966	9,932
Gross Revenue			\$ 178,488
Rental Abatement*			(9,089)
Broker's Fee / Commission			(10,164)
Net Revenue			\$ 159,235

*Rental abatement for two months

The revenue will be deposited in the LAWA Los Angeles World Airports Revenue Fund, and the appropriation for broker commission will be appropriated from the same fund.

Alternatives Considered – The Department reports there are no alternatives to the proposed Amendment as neither existing nor prospective tenants have expressed interest in the space. Further, LAWA cites the goal to retain FSB because of their good standing. Without the Amendment, there is a risk of losing FSB Associates a tenant in good standing and rental revenue.

CITY COMPLIANCE

Small Business Enterprise (SBE), Local Business Enterprise (LBE), Local Small Business Enterprise (LSBE), and Disabled Veterans Business Enterprise (DVBE) Participation – The Department indicates that the City's SBE/LBE/LSBE/DVBE program participation requirements are not applicable to leases.

Charter Section 1022 – The Department has determined that the proposed Amendment is not subject to the provisions of Charter Section 1022.

California Environmental Quality Act (CEQA) – Issuance of permits, leases, agreements, gate and space assignments, and renewals, amendments or extensions thereof, or other entitlements granting use of existing airport facilities and office space, or its operations, is exempt from CEQA requirements pursuant to Article III, Class (18)(c) of the Los Angeles City CEQA Guidelines.

The proposed Amendment includes provisions to ensure compliance with applicable City ordinances, contracting, and insurance requirements. The proposed Amendment is subject to approval as to form by the City Attorney. In accordance with Charter Section 606 and Administrative Code Section 10.5(c), the proposed Amendment requires Council approval because the total term of the Lease, exceeds five years. Our Office recommends approval.

FISCAL IMPACT STATEMENT

Approval of the proposed Second Amendment to Lease No. LAA-9039 with Frankfurt-Short-Bruza Associates, PC dba Frankfurt-Short-Bruza Associates, Inc. will have no impact on the City's General Fund. Net revenues, excluding rental abatement and broker commission, in the amount of \$159,235 over the 38-month term of the Lease extension are anticipated. An appropriation of \$10,164 is required for broker commission. The lease revenue will be deposited in the LAWA Los Angeles World Airports Revenue Fund, and the appropriation for the broker commission will be from the same fund. The recommendations in this report comply with the Los Angeles Airports' adopted Financial Policies.

Attachment 1 – Board of Airport Commissioners Reports August 21, 2025 and August 15, 2025, Resolution No. 28218, and proposed Second Amendment to Lease No LAA-9039 with Frankfurt-Short-Bruza Associates, PC dba Frankfurt-Short-Bruza Associates, Inc.

MWS/PJH/JVW:JPQ:10260063



August 25, 2025

The Honorable Karen Bass
Mayor, City of Los Angeles
City Hall – Room 303
Los Angeles, CA 90012

ATTN: Legislative Coordinator

LAX

Van Nuys

City of Los Angeles

Karen Bass
Mayor

Board of Airport
Commissioners

Karim Webb
President

Matthew M. Johnson
Vice President

Vanessa Aramayo
Courtney La Bau
Victor Narro
Nicholas P. Roxborough
Valeria C. Velasco

John Ackerman
Chief Executive Officer

RE: Request to adopt the following report; to approve the Second Amendment to Office Lease LAA-9039 with Frankfurt-Short-Bruza Associates, PC

In accordance with Executive Directive No. 4, we are transmitting a copy of the specified board report for the request to adopt the following report; to approve the Second Amendment to Office Lease LAA-9039 with Frankfurt-Short-Bruza Associates, PC, an Oklahoma professional corporation dba Frankfurt-Short-Bruza Associates, Inc. to extend the term by 38-months for office space in the Los Angeles World Airports-owned Skyview Center, located at 6033 West Century Boulevard, which will generate approximately \$159,230 in net revenue over the extended term; and to appropriate funds in the amount of \$10,164 for broker commissions.

City Council approval is required pursuant to Section 606 of the Los Angeles City Charter.

Sincerely,

A handwritten signature in black ink, appearing to read "Becca Doten", with a stylized flourish at the end.

Becca Doten
Chief of Staff

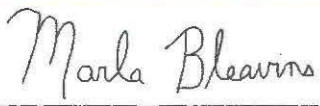


BD:MSA:ksf





Item **3** ber

Report to the BOARD OF AIRPORT COMMISSIONERS

Approver:  Marla Bleavins, Chief Airport Administrative Officer	Meeting Date 8/21/2025			
	Needs Council Approval: <input checked="" type="checkbox"/> Y			
Reviewer:  Brian C. Ostler, City Attorney  <u>John Ackerman (Aug 7, 2025 14:23:23 PDT)</u> John Ackerman, Chief Executive Officer	Reviewed for/by	Date	Approval Status	By
	Finance	8/1/2025	<input checked="" type="checkbox"/> Y <input type="checkbox"/> NA	JS
	CEQA	7/29/2025	<input checked="" type="checkbox"/> Y	AG
	Procurement	8/5/2025	<input checked="" type="checkbox"/> Y <input type="checkbox"/> Cond	JL
	Guest Experience	7/29/2025	<input checked="" type="checkbox"/> Y	TB
Strategic Planning	7/29/2025	<input checked="" type="checkbox"/> Y	BNZ	

SUBJECT

Request to adopt the following report; to approve the Second Amendment to Office Lease LAA-9039 with Frankfurt-Short-Bruza Associates, PC, an Oklahoma professional corporation dba Frankfurt-Short-Bruza Associates, Inc. to extend the term by 38-months for office space in the Los Angeles World Airports-owned Skyview Center, located at 6033 West Century Boulevard, which will generate approximately \$159,230 in net revenue over the extended term; and to appropriate funds in the amount of \$10,164 for broker commissions.

DISCUSSION

1. Purpose

The proposed amendment will extend the current office lease term by 38 months and retain an existing tenant in good standing at Skyview Center (Skyview).

2. Prior Related Actions/History of Board Actions

- **September 7, 2017– Resolution No. 26324 (LAA-8976)**

The Board of Airport Commissioners (Board) approved a lease with Frankfurt-Short-Bruza (FSB) Associates, Inc. for a 38-month term in Suite 950, which expired on November 30, 2020.

- **August 16, 2018 – Resolution No. 26560 (LAA-9039)**

The Board approved a lease with FSB Associates, Inc. for a 38-month term in Suite 350A which expired on June 30, 2022.

- **November 19, 2020 – Resolution No. 27141 (LAA-8976A)**

The Board approved the First Amendment with FSB Associates, Inc. to extend the term for 12 months in Suite 950 which expired on November 30, 2021.

- **July 7, 2022 – Resolution No. 27530 (DA-5560)**

The Board approved a seven-year Property Management and Leasing Agreement with Colliers International Real Estate Management Services, Inc. (Colliers) for both Skyview offices at 6033 and 6053 W. Century Boulevard and Aviation Plaza in Van Nuys for an amount not to exceed \$2.5 million.

- **July 21, 2022 – Resolution No. 27538 (LAA-9039A)**

The Board approved the First Amendment with FSB Associates, Inc. to extend the term for 39-months in Suite 350A which expires on September 30, 2025.

3. Background

Los Angeles World Airports (LAWA) purchased the Skyview office complex in 2013. Currently, 114,081 square feet, or 27.3 percent of the space, is available to lease. FSB Associates is an architects and engineers firm that has been at Skyview since 2017.

4. Current Action/Rationale

The terms of the proposed Second Amendment with FSB Associates include a rental rate of \$2.80 per square foot with three percent annual increases. In accordance with LAWA's leasing incentives, the proposed amendment provides a rental abatement of \$9,089, which is the equivalent of two months of free rent that will be applied to the first year of the extended term.

5. Fiscal Impact

Approval of this item will generate \$159,234 of revenue to LAWA over the 38-month term after rental abatement and broker commissions are deducted.

6. Alternatives Considered

- ***Take No Action/Deny Request to Approve the Second Amendment***

Taking no action is not recommended, as failing to approve the proposed amendment will risk the loss of the tenant, which could then result in a loss of revenue to LAWA.

- ***Lease Space to Another Tenant***

No other parties have expressed interest in space, and no prospective tenants are known to exist for these premises.

APPROPRIATIONS

Staff request that the Board appropriate funds in the amount of \$10,163.89 for broker commissions as approved in the Property Management and Leasing Agreement with Colliers at Aviation Plaza and Skyview Center.

STANDARD PROVISIONS

The Board is hereby requested to adopt staff's determination that this item, involving issuance of permits, leases, agreements, gate and space assignments, and renewals, amendments or extensions thereof, or other entitlements granting use of existing airport facilities or its operations, is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article III, Class 1 (18)(c) of the Los Angeles City CEQA Guidelines.

The Board is hereby further requested to authorize the Chief Executive Officer, or designee, to execute said Second Amendment to Office Lease with Frankfurt-Short-Bruza Associates, PC subject to approval by the Los Angeles City Council and approval as to form by the City Attorney.

Actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 606.

August 25, 2025

The Honorable City Council
of the City of Los Angeles
(via email)

Subject: Second Amendment to Lease LAA-9039 with Frankfurt-Short-Bruza Associates PC
dba Frankfurt-Short-Bruza Associates Inc.

LAX

Van Nuys

City of Los Angeles

Karen Bass
Mayor

Board of Airport
Commissioners

Karim Webb
President

Matthew M. Johnson
Vice President

Vanessa Aramayo
Courtney La Bau
Victor Narro
Nicholas P. Roxborough
Valeria C. Velasco

John Ackerman
Chief Executive Officer

Enclosed for your consideration is the Second Amendment to Lease LAA-9039 with Frankfurt-Short-Bruza Associates PC dba Frankfurt-Short-Bruza Associates Inc., that was approved by the Board of Airport Commissioners at its August 21, 2025 meeting. There is no impact to the General Fund.

RECOMMENDATIONS FOR CITY COUNCIL:

1. Concur with said Board's adoption of staff's determination that the action is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article III, Class 1 (18)(c) of the Los Angeles City CEQA Guidelines; and
2. Approve the Second Amendment to Lease LAA-9039 with Frankfurt-Short-Bruza Associates PC dba Frankfurt-Short-Bruza Associates Inc., to extend the term by thirty-eight (38) months, covering office space in the Los Angeles World Airports-owned Skyview Center, located at 6033 West Century Boulevard; and
3. Further concur with said Board's action on August 21, 2025, by Resolution 28218, authorizing the Los Angeles World Airports Chief Executive Officer, or designee, to execute said Second Amendment to Lease LAA-9039 with Frankfurt-Short-Bruza Associates PC dba Frankfurt-Short-Bruza Associates Inc.

This document and its attachments are advisory only and do not constitute a complete and official submittal to the City Council. The official submittal, including this document and its attachments, will be submitted electronically to the City Council and the Council File Management System pursuant to Charter Section 606 via the City Clerk's website when the file is complete.

Very truly yours,



Esther N. Alailima Semeatu, Commission Executive Assistant I
BOARD OF AIRPORT COMMISSIONERS OFFICE

Enclosures

cc: CAO (Airport Analyst), e-file
CLA (Airport Analyst), e-file



RESOLUTION NO. 28218

WHEREAS, on recommendation of Management, there was presented for approval, the Second Amendment to Office Lease LAA-9039 with Frankfurt-Short-Bruza Associates, PC, an Oklahoma professional dba Frankfurt-Short-Bruza Associates, Inc. to extend the term by 38-months for office space in the Los Angeles World Airports-owned Skyview Center, located at 6033 West Century Boulevard, which will generate approximately \$159,230 in net revenue over the extended term; and to appropriate funds in the amount of \$10,154 for broker commissions; and

LAX

Van Nuys

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Karen Bass
Mayor

**Board of Airport
Commissioners**

Karim Webb
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John Ackerman
Chief Executive Officer

WHEREAS, Los Angeles World Airports (LAWA) purchased the Skyview office complex in 2013. Currently, 114,081 square feet, or 27.3 % of the space, is available to lease. Frankfurt-Short-Bruza Associates, Inc. is an architects and engineers firm that has been at Skyview since 2017; and

WHEREAS, the terms of the Second Amendment include a rental rate of \$2.80 per square foot with 3% annual increases. In accordance with LAWA's leasing incentives, the proposed amendment provides a rental abatement of \$9,089, which is the equivalent of two (2) months of free rent that will be applied to the first year of the extended term; and

WHEREAS, staff requested that the Board appropriate funds in the amount of \$10,163.89 for broker commissions as approved in the Property Management and Leasing Agreement with Colliers at Aviation Plaza and Skyview Center; and

WHEREAS, actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 606;

NOW, THEREFORE, BE IT RESOLVED that the Board of Airport Commissioners adopted the staff report; further adopted staff's determination that this item, involving issuance of permits, leases, agreements, gate and space assignments, and renewals, amendments or extensions thereof, or other entitlements granting use of existing airport facilities or its operations, is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article III, Class 1 (18)(c) of the Los Angeles City CEQA Guidelines; approved the Second Amendment to Office Lease LAA-9039 with Frankfurt-Short-Bruza Associates, PC, an Oklahoma professional corporation dba Frankfurt-Short-Bruza Associates, Inc. to extend the term by thirty-eight (38)-months for office space in the Los Angeles World Airports-owned Skyview Center, located at 6033 West Century Boulevard, which will generate approximately \$159,230 in net revenue over the extended term; and to appropriate funds in the amount of \$10,164 for broker commissions; and authorized the Chief Executive Officer, or designee, to execute said Second Amendment to Office Lease with Frankfurt-Short-Bruza Associates, PC subject to approval by the Los Angeles City Council and approval as to form by the City Attorney.

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I hereby certify that this Resolution No. 28218 is true and correct, as adopted by the Board of Airport Commissioners at its Regular Meeting held on Thursday, August 21, 2025.





Esther N. Alailima Semeatu – Assistant Secretary
BOARD OF AIRPORT COMMISSIONERS

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 (3rd) 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 (2nd) and third (3rd) 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:

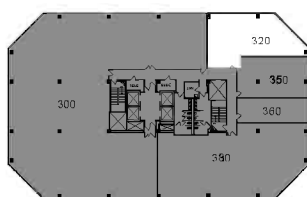
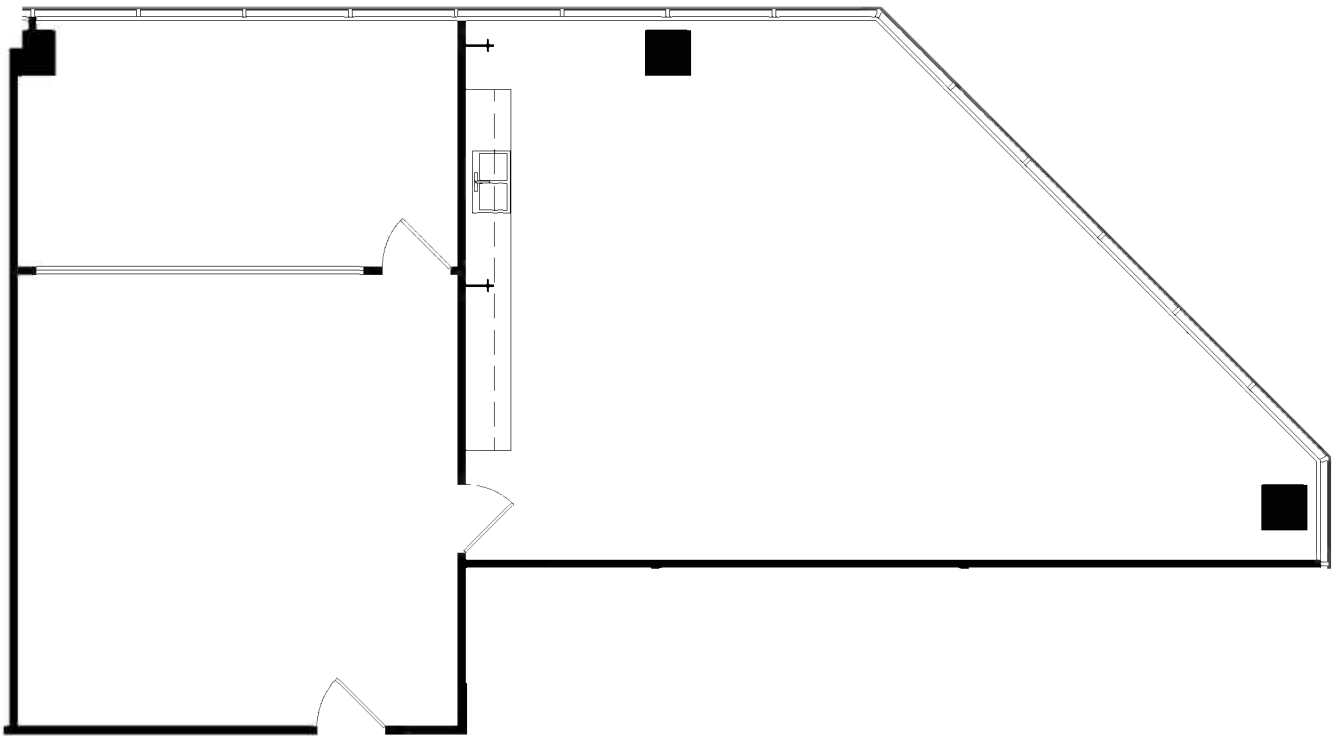
Hydee Feldstein Soto, City Attorney

Date: _____

By: _____
Deputy/Assistant City Attorney

Exhibit A

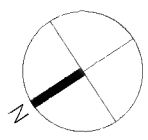
(See Attached)



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.