

First Amendment to Office Lease LAA-9202
(Skyview Center, 6033 W. Century Blvd.)

This First Amendment to Office Lease (this "**First 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 UNIVERSITY OF SOUTHERN CALIFORNIA, a nonprofit corporation ("**Tenant**").

RECITALS

A. Landlord and Tenant entered into that certain Office Lease dated February 3, 2023 (the "**Original Lease**") whereby Landlord leases to Tenant that space, commonly known as Suites 920 and 960, located on the ninth (9th) 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 October 31, 2025.

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 fifty-eight (58) months (the "**Extended Term**"), which shall commence on November 1, 2025 (the "**Extended Term Commencement Date**") and shall expire on August 31, 2030 (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</u> <u>Months</u>	<u>Annual Base Rent</u>	<u>Monthly Installment</u>	<u>Monthly</u> <u>Rate per</u> <u>RSF</u>
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1-12	\$168,696.00*	\$14,058.00	\$2.75
13-24	\$173,756.88	\$14,479.74	\$2.83
25-36	\$178,969.59	\$14,914.13	\$2.92
37-48	\$184,338.67	\$15,361.56	\$3.00
49-58**	\$158,224.03	\$15,822.40	\$3.10

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

**Ten-month period.

4. Base Rent Abatement. In accordance with applicable provisions of the Lease and this Section 4, for the second (2nd), third (3rd), and fourth (4th) 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 Forty Two Thousand One Hundred Seventy Four Dollars (\$42,174.00). During the Abatement Period, Tenant shall continue to be responsible for the payment of Additional Rent under the Lease, as amended hereby.

5. Tenant’s Share of Direct Expenses and Base Year. Notwithstanding anything to the contrary in the Lease, during the Extended Term, (i) the Building shall be deemed to contain approximately 206,679 RSF and shall not be subject to remeasurement, (ii) Tenant’s Share of Direct Expenses, as defined in Article 4 of the Lease, shall be 2.4734%, and (iii) the Base Year shall be the calendar year of 2026.

6. Security Deposit. Tenant has previously deposited with Landlord Thirty-Eight Thousand Five Hundred Forty-Three and 54/100 Dollars (\$38,543.54) 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 Eight Thousand Nine Hundred Twenty-Three and 67/100 Dollars (\$8,923.67), for a total Security Deposit under the Lease, as amended herein, of Forty-Seven Thousand Four Hundred Sixty Seven and 21/100 Dollars (\$47,467.21). Landlord shall continue to hold the Security Deposit, as increased herein, in accordance with the terms and conditions of the Lease.

7. Tenant Improvements. Landlord and Tenant acknowledge that Tenant has been occupying the Premises pursuant to the terms of the Lease, and therefore Tenant 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 First Amendment. Landlord, at Landlord’s sole cost and expense, shall make improvements as outlined in the attached Exhibit B (work letter), provided that Landlord’s total cost including construction management fees does not exceed \$10 per rentable square foot of the Premises. Construction management fees are calculated as 10% of the cost of the improvements. Any cost over and above the allotted \$10 per square foot allowance shall be the responsibility of the Tenant. 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 First Amendment.

8. 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.

9. 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.

10. 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 Jones Lang LaSalle 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.

11. FAA and DOT Civil Rights Assurances.

11.1 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.

11.1.1 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.

11.1.2 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.

11.2 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 C**, 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 C**:

- 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

11.3 Audit of Subcontracts. Los Angeles World Airports (“**LAWA**”) may conduct a reasonable review of the Tenant's compliance with this subsection 11. 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.

11.4 Tenant agrees that it shall insert the provisions found in Subsections 11.1 and 11.2, inclusive of **Exhibit C** 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.

12. 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.

13. 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: Marla Bleavins,
Chief Airport Administrative Officer

“Tenant:”
University of Southern California, a nonprofit corporation

DocuSigned by:
By: Laurie M Stone
CDFB566DE9434BB

Initial
DBL

Name: Laurie M Stone

Title: Associate Senior Vice President

APPROVED AS TO FORM:

Hydee Feldstein Soto, City Attorney

Date: _____

By: _____
Deputy/Assistant City Attorney

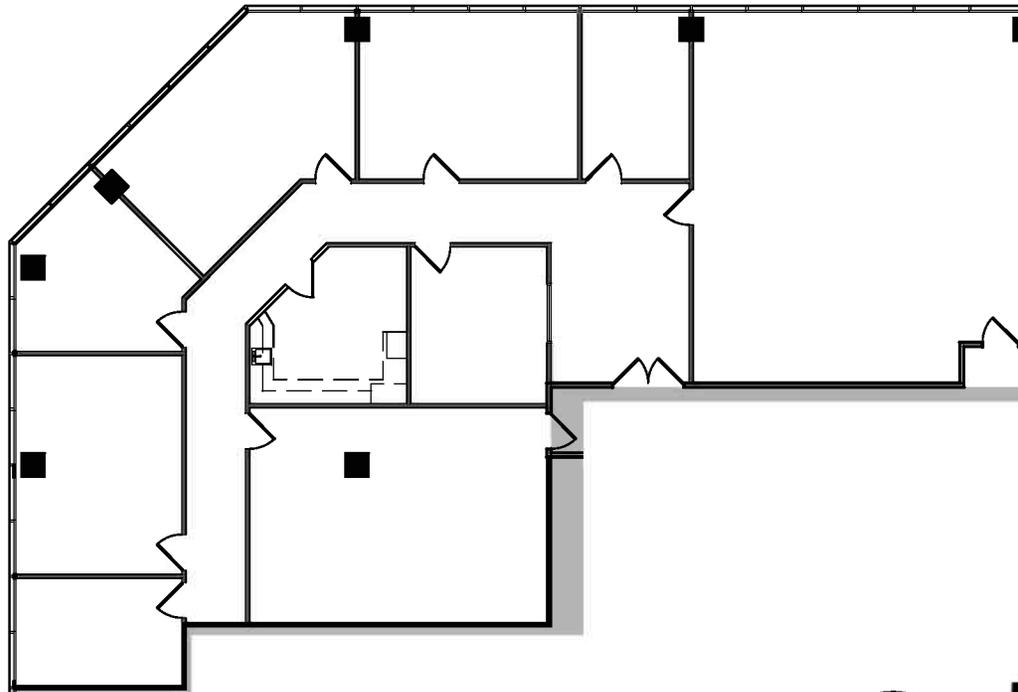
Exhibit A

(See Attached)

Exhibit A



FLOOR LOCATION PLAN



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SHLEMMER - ALGAZE - ASSOCIATES

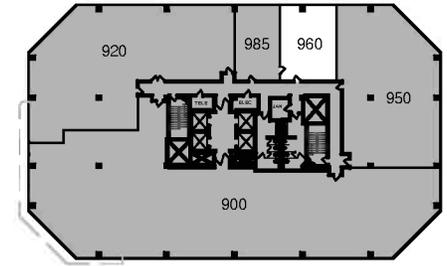
SKYVIEW CENTER
6033 W. CENTURY BLVD.
LOS ANGELES, CA

NINTH FLOOR
SUITE 920

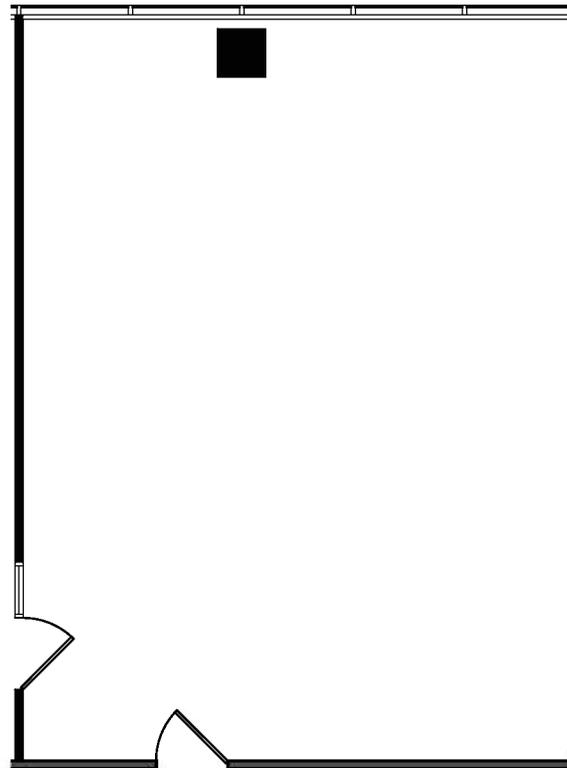
CULVER CITY - ORANGE COUNTY - LOS ANGELES - NEW JERSEY
6083 Bristol Parkway
Culver City, CA 90230
T 310. 553.3252
F 310. 553.9449

06/14/16

Exhibit A



FLOOR LOCATION PLAN



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

NINTH FLOOR
 SUITE 960



SHLEMMER • ALGAZE • ASSOCIATES

CULVER CITY - ORANGE COUNTY - LOS ANGELES - NEW JERSEY
 6083 Bristol Parkway T 310. 553.3252
 Culver City, CA 90230 F 310. 553.9449

06/14/16

EXHIBIT B

TENANT WORK LETTER

This Tenant Work Letter shall set forth the terms and conditions relating to the construction of the tenant improvements in the Premises. This Tenant Work Letter is essentially organized chronologically and addresses the issues of the construction of the Premises, in sequence, as such issues will arise during the actual construction of the Premises. All references in this Tenant Work Letter to Articles or Sections of "**this Lease**" shall mean the relevant portion of Articles 1 through 29 of the Office Lease to which this Tenant Work Letter is attached as Exhibit B and of which this Tenant Work Letter forms a part, and all references in this Tenant Work Letter to Sections of "**this Tenant Work Letter**" shall mean the relevant portion of Articles 1 through 6 of this Tenant Work Letter.

ARTICLE 1

TENANT IMPROVEMENTS

1.1 General. Upon the full execution and delivery of the Lease by Landlord and Tenant, and subject to Section 1.2 below, Landlord, using Building standard methods, materials, components and finishes, shall cause the installation and/or construction of certain improvements (the "**Tenant Improvements**") consisting of removing walls and adding a storage area with shelves and lighting. Tenant shall make no changes, additions or modifications to the Tenant Improvements or require the installation of any "Non-Conforming Improvements," as defined in Article 2, below, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion if such change or modification would directly or indirectly impose any additional costs. Landlord and Tenant hereby acknowledge and agree that Landlord shall be entitled to a construction supervision and management fee (the "**Landlord Coordination Fee**") in an amount equal to the product of (i) ten percent (10%), and (ii) the total costs of the Tenant Improvements. The Landlord Coordination Fee shall be deducted from the Tenant Improvement Allowance. Notwithstanding anything to the contrary contained herein, all Tenant Improvements shall be deemed Landlord's property under the terms of the Lease and Landlord shall have no obligation to provide or pay for any furniture, equipment or personal property in the Premises or for any data or telephone cabling in the Premises or for any other items to be provided or installed by Tenant.

1.2 Tenant Improvement Allowance. The costs of Tenant Improvements to be performed by Landlord shall be paid from a one-time tenant improvement allowance (the "**Tenant Improvement Allowance**") not to exceed Fifty One Thousand One Hundred Twenty Dollars (\$51,120) (the "**Maximum Allowance**") (i.e. \$10.00 per rentable square foot of the Premises). In no event shall Landlord be obligated to make disbursements in a total amount which exceeds the Tenant Improvement Allowance. Tenant Improvements that exceed the Maximum Allowance shall be paid by Tenant to Landlord in cash, in advance, upon Landlord's request. If Tenant does not timely utilize all or any portion of the Tenant Improvement Allowance within ninety (90) days of the Lease Commencement Date, any unutilized Tenant Improvement Allowance remaining as of such date shall revert to Landlord and Tenant shall have no further right thereto.

ARTICLE 2

OTHER IMPROVEMENTS

Notwithstanding anything to the contrary contained herein, Tenant shall be responsible for the cost of any items not identified in the Space Plans and/or any items requiring other than Building standard methods, materials, components or finishes (collectively, the "**Non-Conforming Improvements**"). In connection therewith, any costs which arise in connection with any such Non-Conforming Improvements shall be paid by Tenant to Landlord in cash, in advance, upon Landlord's request. In addition to such costs of Non-Conforming Improvements, Landlord shall be entitled to receive from Tenant a construction supervision and management fee in an amount equal to the product of (i) ten percent (10%), and (ii) the

total costs of the Non-Conforming Improvements. Any such amounts required to be paid by Tenant shall be disbursed by Landlord prior to any Landlord provided funds for the costs of construction of the Tenant Improvements.

ARTICLE 3

CONTRACTOR'S WARRANTIES AND GUARANTIES

Landlord hereby assigns to Tenant all warranties and guaranties by the contractor who constructs the Tenant Improvements (the "**Contractor**") relating to the Tenant Improvements, and Tenant hereby waives all claims against Landlord relating to or arising out of the design and construction of the Tenant Improvements and/or Non-Conforming Improvements.

ARTICLE 4

TENANT'S AGENTS

Tenant hereby protects, defends, indemnifies and holds Landlord harmless for any loss, claims, damages or delays arising from the actions of Tenant's Space Planner/architect and/or any separate contractors, subcontractors or consultants on the Premises or in the Building.

ARTICLE 5

SUBSTANTIAL COMPLETION

5.1 **Substantial Completion.** For purposes of this Lease, "**Substantial Completion**" of the Tenant Improvements shall be deemed to occur upon the date of the substantial completion of construction of the Tenant Improvements in the Premises as reasonably determined by Landlord, with the exception of any punch list items and any tenant fixtures, work-stations (including any related fixture and/or equipment electrification), built-in furniture or equipment (including security and other Tenant systems), or other items to be installed by Tenant.

5.2 **Delay of the Substantial Completion of the Tenant Improvements.** Except as provided in this Section 5.2, the Lease Commencement Date shall occur as set forth in the Lease. If there shall be a delay or there are delays in the Substantial Completion of the Tenant Improvements or in the occurrence of any of the other conditions precedent to the Lease Commencement Date, as set forth in the Lease, as a direct, indirect, partial, or total result of:

5.2.1 Tenant's failure to timely respond to Landlord's request for information or approval as to any matter requiring Tenant's information or approval;

5.2.2 A breach by Tenant of the terms of this Tenant Work Letter or the Lease;

5.2.3 Tenant's request for changes in the Space Plans or the Tenant Improvements;

5.2.4 Tenant's request for materials, components, finishes or improvements which are not available in a commercially reasonable time given the anticipated date of Substantial Completion of the Premises, or which are different from, or not included in, Landlord's standard improvement package items for the Building; or

5.2.5 Any other acts or omissions of Tenant, or its agents, or employees;

then, notwithstanding anything to the contrary set forth in the Lease or this Tenant Work Letter and regardless of the actual date of the Substantial Completion of the Tenant Improvements, the date of Substantial Completion of the Tenant Improvements shall be deemed to be the date the Substantial

Completion of the Tenant Improvements would have occurred if no Tenant delay or delays, as set forth above, had occurred (as reasonably determined by Landlord).

ARTICLE 6

MISCELLANEOUS

6.1 **Tenant's Cooperation.** Tenant shall cooperate in good faith with Landlord to supply such information as is necessary to allow the Landlord's architects and engineers to complete any necessary architectural and engineering drawings for the Tenant Improvements in a form which is complete to allow subcontractors to bid on the work and to obtain all applicable permits and in a manner consistent with, and which are a logical extension of, the Space Plans (as reasonably determined by Landlord) and otherwise in accordance with Building standards. Tenant acknowledges that the timing of the completion of the Tenant Improvements is of the utmost importance to Landlord. Accordingly, Tenant hereby agrees to fully and diligently cooperate with all reasonable requests by Landlord in connection with or related to the design and construction of the Tenant Improvements, and in connection therewith, shall respond to Landlord's requests for information and/or approvals, except as specifically set forth herein to the contrary, within one (1) business day following request by Landlord.

6.2 **Tenant's Representative.** Tenant has designated David Cook as its sole representative with respect to the matters set forth in this Tenant Work Letter, who, until further notice to Landlord, shall have full authority and responsibility to act on behalf of the Tenant as required in this Tenant Work Letter.

6.3 **Landlord's Representative.** Landlord shall designate a "Project Manager" who shall be responsible for the implementation of all Tenant Improvements to be performed by Landlord in the Premises. With regard to all matters involving such Tenant Improvements, Tenant shall communicate with the Project Manager rather than with the Contractor. Landlord shall not be responsible for any statement, representation or agreement made between Tenant and the Contractor or any subcontractor. It is hereby expressly acknowledged by Tenant that such Contractor is not Landlord's agent and has no authority whatsoever to enter into agreements on Landlord's behalf or otherwise bind Landlord. The Project Manager will furnish Tenant with notices of substantial completion, cost estimates for Non-Conforming Improvements, Landlord's approvals or disapprovals of all documents to be prepared by Tenant pursuant to this Tenant Work Letter and changes thereto.

6.4 **Prevailing Wage.** All contractors, subcontractors, laborers, materialmen, and suppliers, retained by either Landlord or Tenant under contract to perform the Tenant Improvements, shall be paid no less than the general prevailing wage for each craft or type of worker needed to perform the Tenant Improvements, at such rate(s) as have been determined by the Director of the Department of Industrial Relations of the State of California in accordance with State Labor Code Section 1770 et seq.

6.5 **Tenant's Agents.** All subcontractors, laborers, materialmen, and suppliers retained directly by Tenant shall all be union labor in compliance with the master labor agreements existing between trade unions and the Southern California Chapter of the Associated General Contractors of America.

6.6 **Time of the Essence in This Tenant Work Letter.** In all instances where Tenant is required to approve or deliver an item, if no written notice of approval is given or the item is not delivered within the stated time period, at Landlord's sole option, at the end of such period the item shall automatically be deemed approved or delivered by Tenant and the next succeeding time period shall commence.

6.7 **Tenant's Lease Default.** Notwithstanding any provision to the contrary contained in this Lease or this Tenant Work Letter, if any default by Tenant under this Lease or this Tenant Work Letter (including, without limitation, any failure by Tenant to fund in advance the costs for any Non-Conforming Improvements) occurs, then (i) in addition to all other rights and remedies granted to Landlord pursuant to this Lease, Landlord shall have the right to cause the cessation of construction of the Tenant Improvements (in which case, Tenant shall be responsible for any delay in the Substantial Completion of the Tenant

Improvements and any costs occasioned thereby), and (ii) all other obligations of Landlord under the terms of this Lease and this Tenant Work Letter shall be forgiven until such time as such default is cured pursuant to the terms of this Lease.

6.8 **No Constructive Eviction; Tenant Cooperation**. Notwithstanding any provision of the Prior Lease, Tenant acknowledges and agrees that the provisions of this Section 6.8 are binding upon Tenant and grant to Landlord the right to enter upon the Premises (including the Existing Premises as may be reasonably necessary) at all reasonable times prior to and after the Lease Commencement Date for purposes of constructing the Tenant Improvements. Tenant hereby acknowledges that (i) Landlord shall have no obligation to complete the construction of the Tenant Improvements prior to the Lease Commencement Date, (ii) subject to the terms and conditions of this Section 6.8, Landlord, the Contractor, and/or any other party involved in connection with the construction of the Tenant Improvements shall have the right to construct the Tenant Improvements on and after the Lease Commencement Date and during Tenant's occupancy of the Premises pursuant to the terms and conditions of this Lease, and (iii) notwithstanding Tenant's occupancy of the Premises during the construction of the Tenant Improvements, Tenant shall fully comply and cooperate with requests made by Landlord, the Contractor, and/or any other party involved in connection with the construction of the Tenant Improvements. Tenant, at Tenant's sole cost and expense, shall provide Landlord with (a) access to the Premises for the construction of the Tenant Improvements, and (b) a clear working area for the performance of such work (including, but not limited to, the moving of furniture, fixtures and Tenant's property away from the area in which Landlord is conducting such work). Tenant hereby agrees that the construction of the Tenant Improvements, and Tenant's inability to use any portion of the Premises as a result thereof, shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of rent. Landlord shall have no responsibility, or for any reason be liable, to Tenant for any direct or indirect injury to, or interference with, Tenant's business arising from the construction of the Tenant Improvements, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, or of Tenant's personal property or improvements, resulting from the construction of the Tenant Improvements or Landlord's actions in connection therewith, or for any inconvenience or annoyance occasioned by the construction of the Tenant Improvements or Landlord's actions in connection therewith.

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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.