

**THIRD AMENDMENT TO
LEASE OF AIRPORT PREMISES
AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
JET CENTER PROPERTY SERVICES, LLC**

This THIRD AMENDMENT TO LEASE is entered into this ____ day of _____, 2020, by the CITY OF SAN JOSE, a municipal corporation of the State of California ("City"), and JET CENTER PROPERTY SERVICES, LLC, a Delaware limited liability company, authorized to do business in the State of California ("Tenant").

RECITALS

WHEREAS, on November 26, 2012, City and Tenant entered into a lease entitled "LEASE OF AIRPORT PREMISES BETWEEN CITY OF SAN JOSE AND JET CENTER PROPERTY SERVICES, LLC" ("Lease"); and

WHEREAS, on May 22, 2015, City and Tenant entered into a First Amendment to the Lease to extend the term of the Lease through June 30, 2020 and to add nondiscrimination requirements, as required under federal law and regulations; and

WHEREAS, on February 5, 2020, City and Tenant entered into a Second Amendment to the Lease to add 12,482 sq. ft. of low-load bearing pavement (asphalt) to the Premises for a total of 57,720 sq. ft., retroactive to November 1, 2019, and to add provisions required under federal law and regulations; and

WHEREAS, City and Tenant, desire to further amend the amended Lease to extend the term of the Lease through June 30, 2025 and make other miscellaneous modifications;

NOW, THEREFORE, the parties agree to further amend the amended Lease as follows:

SECTION 1. SECTION 1, "DEFINITIONS AND SUMMARY OF LEASE TERMS," is hereby amended to revise the following definition:

“**“Expiration Date” (2 TERM)** means the date June 30, 2025, subject to earlier termination as provided in this Lease.”

SECTION 2. SECTION 36, "MISCELLANEOUS," subsection 36.5 "Force Majeure" is hereby modified in its entirety to read as follows:

“36.5 Force Majeure.

If performance by a party of any portion of this Lease is made impossible by any prevention, delay, or stoppage caused by: strikes; trade embargoes or sanctions; lockouts; labor disputes; acts of God; inability to obtain services, labor, or materials or reasonable substitutes for those items; government actions or inactions; civil commotions; terrorism; riots; war; enemy or hostile governmental action; judicial orders; fire or other casualty; delay, failure, or interruption of any utility service; or other causes beyond the reasonable control of the party obligated to perform, any such performance made impossible for a period equal to the period of that prevention, delay or stoppage shall not constitute a default under this Lease. However, Tenant's obligation to pay Rent or any other fees and charges payable pursuant to this Lease is not excused by this Section.”

SECTION 3. SECTION 36, "MISCELLANEOUS," is hereby modified to add the following subsection 36.19 to read as follows:

“36.19 Counterparts

This Lease may be executed in any number of counterparts and by each party in separate counterparts, each of which when so executed and delivered shall be deemed

to be an original and all of which taken together shall constitute one and the same instrument.”

SECTION 4. SECTION 36, “MISCELLANEOUS,” a new subsection 36.20 “Public Nature of Reports” is added to read as follows:

“36.20 Public Nature of Reports

All reports or records, submitted by Tenant in connection with this Lease shall become the exclusive property of City and become public records under the California Public Records Act (California Government Code section 6250 et seq., and referred to herein as the “Public Records Act”). Any reports or records that contain language attempting to make all or significant portions of them exempt from disclosure or that fails to provide the exemption information required pursuant to the Public Records Act will be considered a public record in its entirety. Therefore, do not mark any reports or records as “confidential,” “trade secret,” or “proprietary”.”

SECTION 5. All of the terms and conditions of the amended Lease not modified by this Third Amendment shall remain in full force and effect.

[remainder of page intentionally left blank]

WITNESS THE EXECUTION HEREOF on the day and year first written above.

“CITY”

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation
of the State of California

KEVIN FISHER
Chief Deputy City Attorney

TONI J. TABER, CMC
City Clerk

Date: _____

“TENANT”

JET CENTER PROPERTY SERVICES, LLC,
a Delaware limited liability company
authorized to do business in the State of
California

Signature

Print Name

Title

Date

CERTIFICATE OF LLC AUTHORITY

This Certificate of LLC Authority shall be executed by the manager of the limited liability company.

I, _____, certify that I am the manager of the
Name of Manager
limited liability company named in the attached agreement;

that _____ signed the agreement on behalf of the limited
Name of Person that Signed Agreement

liability company as the _____ of the limited liability
Title of Person that Signed Agreement

company; and that the agreement was duly signed for and on behalf of the limited liability company by authority of its members, and is within the scope of its limited liability company powers.

By: _____

Name: _____

Its: Manager

Date: _____