

**THIRD AMENDMENT TO
LEASE OF AIRPORT PREMISES
BETWEEN
CITY OF SAN JOSE
AND
MENZIES AVIATION (USA), INC.**

This Third Amendment to Lease is entered into this ____ day of _____, 2012 by the City of San Jose, ("City") a municipal corporation, and Menzies Aviation (USA), Inc., a Delaware corporation, authorized to do business in the State of California ("Tenant").

RECITALS

WHEREAS, on January 28, 2008, City and Tenant entered into a Lease entitled "Lease of Airport Premises between the City of San Jose and Menzies Aviation Group (USA) Inc." ("Lease"); and

WHEREAS, on September 24, 2009, City and Tenant entered into a First Amendment to the Lease to revise the leased premises and extend the term; and

WHEREAS, on August 24, 2011, City and Tenant entered into a Second Amendment to the Lease to revise the leased premises; and

WHEREAS, City and Tenant desire to amend the amended Lease to revise the leased premises, extend the term and update City's address for notices;

NOW, THEREFORE, effective May 1, 2012, City and Tenant agree to amend the amended Lease as follows:

SECTION 1. SECTION 1, "SUMMARY OF LEASE TERMS", subsection entitled "**Expiration Date**" is amended to read as follows:

"Expiration Date" (§3 – TERM) means the date June 30, 2017, subject to earlier termination as provided in this Lease."

SECTION 2. SECTION 1, "SUMMARY OF LEASE TERMS", subsection entitled "Rents, fees, and charges" is amended to read as follows:

"Rents, fees, and charges" (**§6 – RENTS, FEES AND CHARGES**) means the following amounts to be charged to and paid by Tenant in accordance with Section 6 of this Lease:

(a) Space Rental:	
2,584 sq. ft. of Lower Level Office Space.....	\$9.25392 per sq. ft. per year (\$23,912.13 annually or \$1,992.68 monthly).
2,700 sq. ft. of Hangar Floor Space.....	\$7.40313 per sq. ft. per year (\$19,988.45 annually or \$1,665.70 monthly).
1,000 sq. ft. of Asphalt Ramp Space.....	\$2.68976 per sq. ft. per year (\$2,689.76 annually or \$224.15 monthly)
(b) Security Deposit:	\$7,765.00
(c) Late Payment Fee:	One Percent (1%) per month of the amount that is due.

The amounts of all such rent, fees and charges are subject to adjustment as provided in Section 6."

SECTION 3. Second Revised Exhibit A, "Description of Premises" is replaced with Third Revised Exhibit A, attached and incorporated into this Third Amendment.

SECTION 4. SECTION 38, "NOTICES", is amended to read as follows:

"38 NOTICES

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other, shall be in writing and shall be addressed as follows:

If to City, the same shall be addressed to:

Norman Y. Mineta San Jose International Airport
Director of Aviation
1701 Airport Blvd. Suite B-1130
San Jose, CA 95110-1206
Facsimile: (408) 441-4588

If to Tenant, the same shall be addressed to the address set forth in Section 1, or to such other places as Director or Tenant, respectively, may notify the other in writing. All notices shall be sufficiently given and served upon the other party if sent by first-class U.S. mail, postage prepaid, or by facsimile to the facsimile numbers indicated herein for either party. All termination notices shall be served in accordance with California Code of Civil Procedure Section 1162, as it may be amended or modified."

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.

IN WITNESS WHEREOF, the parties have executed this Third Amendment on the date first above written.

"CITY"

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation



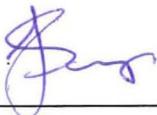
KEVIN FISHER
Senior Deputy City Attorney

DENNIS D. HAWKINS, CMC
City Clerk

Date: _____

"TENANT"

MENZIES AVIATION (USA) INC., a Delaware corporation

By  _____

Name: JOHN SAYERS

Title: VP FINANCE

Date: 3/21/12.

CORPORATE SECRETARY CERTIFICATE

This certificate shall be executed by the secretary or assistant secretary of the corporation.

I, THOMAS HANSEN certify that I
Name of Secretary or Assistant Secretary

am the Secretary or Assistant Secretary of the corporation named in the

attached agreement; that DOMI SATERS
Name of Person that Signed Agreement

signed the agreement on behalf of the corporation as the VP, FINANCE
Title of Person that Signed the Agreement

of the corporation; and that the agreement was duly signed for and in behalf of the corporation by authority of its Board of Directors, and is within the scope of its corporate powers.

[Signature]
Signature of Secretary or Assistant Secretary

Corporate Seal

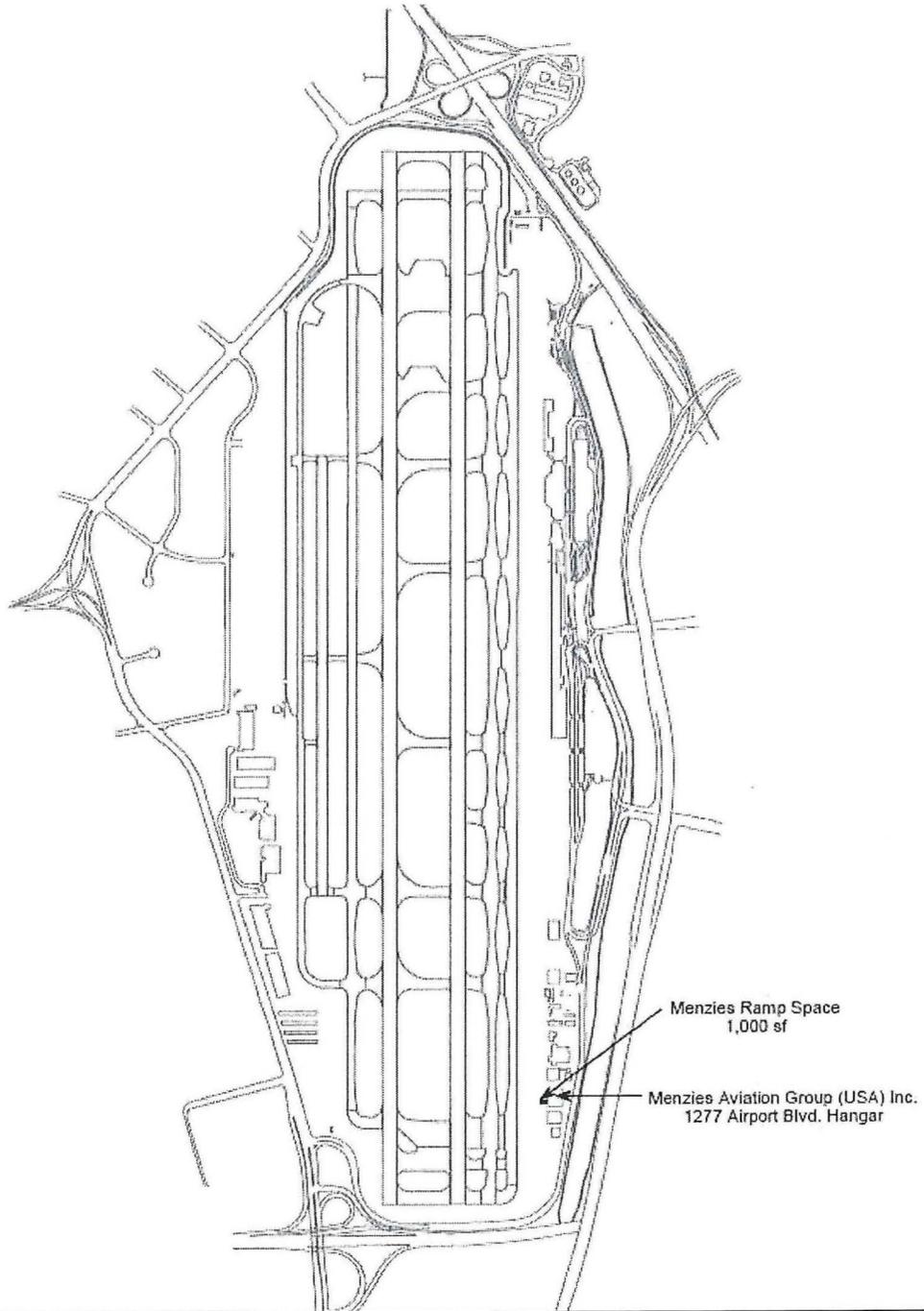
3/21/2012
Date

THIRD REVISED
EXHIBIT A

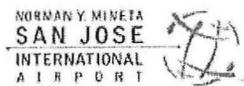
Description of Premises:

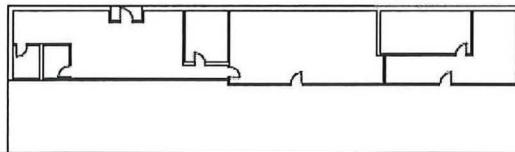
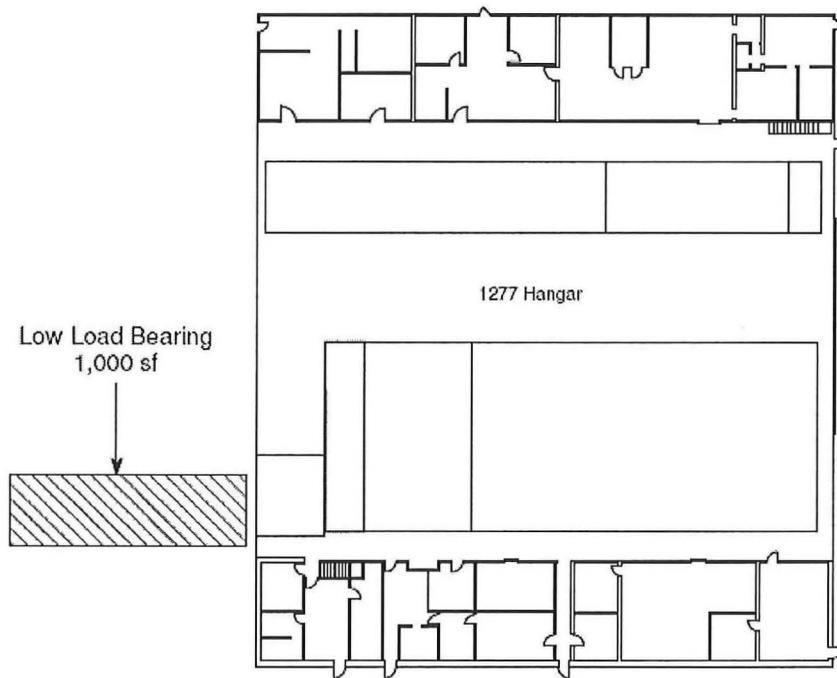
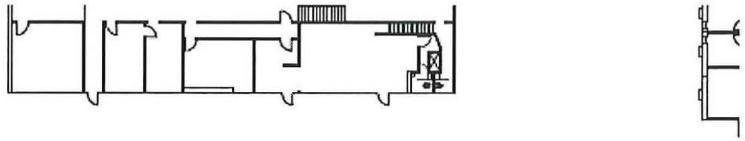
Approximately 2,584 square feet of Lower Level Office Space, 2,700 square feet of Hangar Floor Space located at 1277 Airport Blvd., and 1,000 square feet of Low Load Bearing Ramp Space as shown on **Third Revised Exhibit A**.

THIRD REVISED EXHIBIT A



Menzies Aviation Group (USA) Inc.
Third Revised Exhibit A1





Menzies Aviation Group (USA) Inc.
Ramp Lease
Third Revised Exhibit A3

