

THIRD AMENDMENT OF LEASE

THIS LEASE AMENDMENT (“Amendment”) is made in multiple originals and entered into by and between the **City of San Antonio**, a Texas Municipal Corporation, (hereinafter “Lessor”) acting by and through its Aviation Director, pursuant to Ordinance No. 2006-09-07-1034 adopted on September 7, 2006 and **Sierra Victor, Inc.**, a Texas business corporation (hereinafter “Lessee”) acting by and through its designated officers pursuant to its Bylaws, or a Resolution of its Board of Directors.

WHEREAS, Lease No. 122128 (“Lease Agreement”) for lease of ground and building space at the San Antonio International Airport (“Leased Premises”) with Sierra Victor, Inc. was executed on October 18, 1996, pursuant to Ordinance No. 84988; and

WHEREAS, the City agrees to extend the term of the Lease Agreement for an additional three years with two one-year optional extensions in exchange for Lessee’s demolition of two T-hangars, buildings 1400 and 1401 and the erection of a security fence; and

In consideration of the terms, covenants, agreements and demises herein contained, and in consideration of other good and valuable consideration, each to the other given, the sufficiency and receipt of which are hereby acknowledged, Lease No. 122128 by and between Lessor and Lessee, authorized by Ordinance No. 84988 and adopted on October 17, 1996, as amended, is further amended as follows:

1. TERM

The term of the Lease Agreement is hereby extended for an additional three-year period that shall end on October 31, 2019. The term of the Lease Agreement may thereafter be extended for two additional one-year periods upon mutual agreement of the Parties. The aforementioned Lease Agreement term extension is contingent upon Lessee completing all of the work listed in Section 2 hereof within 180 days of the date the Transportation Security Administration (TSA) approves the modification to the Airport Security Plan to include the permanent security fencing described in Article 2. Failure to complete all of the work listed in Section 2 hereof within the 180 day time period will result in the term of the Lease Agreement expiring on October 31, 2016, voiding the extension provided by the terms of this Amendment.

2. DEMOLITION

Lessee, in exchange for the extension of the Lease Agreement term set forth above, shall perform and complete the following work within 180 days of the Effective Date of this agreement:

- i. Complete removal of existing T Hangars, ALP buildings 1400 and 1401, to include removal of all existing protruding structural concrete and building attachments flush with existing apron surface,

- ii. Removal of existing hangar door rails to include patching concrete depressions smooth with existing apron pavement
- iii. Infill approximately 250 linear feet of existing brick lug along perimeter of existing apron along exterior of existing hangar 1400
- iv. Provide 2 escort officers for the duration of the work
- v. Procure demolition permit for City of San Antonio and provide 10 day notice to Texas Department of State Health Services for demolition
- vi. Haul off and dispose of all debris generated by demolition at an Environmental Protection Agency approved landfill
- vii. Remove all existing electrical service wiring from existing hangars to existing main panels to include cutting and patching of all existing exposed conduits below the surface of the existing apron pavement
- viii. Provide water filled barricades as required for traffic control
- ix. Sweeping and cleaning of surrounding existing apron pavement
- x. Installation of approximately 220 linear feet of new TSA approved permanent security fencing with 70% visibility privacy screening
- xi. Ensure that all fencing installation is coordinated with the Aviation Department and TSA and is compliant with TSA and Aviation Department security regulations.

Except as amended hereby, all other provisions of the Lease Agreement are hereby retained in their entirety and remain unchanged.

EXECUTED AND AGREED TO this _____ day of _____, 2015.

LESSOR:
CITY OF SAN ANTONIO, TEXAS

LESSEE:
SIERRA VICTOR, INC.

By: _____
 Sheryl Sculley
 City Manager

By: _____

 Printed Name

 Title

APPROVED AS TO FORM:

By: _____
 City Attorney