

**AMENDMENT NO. 1 TO
FOX RENT A CAR, INC.
LEASE NO. 08-0157
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

THIS AMENDMENT NO.1 TO FOX RENT A CAR, INC., LEASE NO. 08-0157 (“Amendment No. 1”), dated as of APR 07 2009 for reference purposes only, is entered by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the “City”), acting by and through the SAN FRANCISCO AIRPORT COMMISSION (the “Airport”), as landlord, and Fox Rent A Car, Inc., as tenant (the “Tenant”).

RECITALS

A. The Airport and Tenant entered into Lease No. 08-0157, dated as of January 8, 2009 (the “Lease”) for that certain rental car concession located at the Airport in the Rental Car Center (the “Original Premises”). The Lease was previously approved by the Airport Commission pursuant to Resolution Number 08-0157 and by the Board of Supervisors pursuant to Resolution Number 509-08.

B. It has been determined that the calculation of Structure versus Surface Rent in the Tenant’s Lease contains several errors. Tenant is currently being billed twice for Structure Rent for counters and administrative space. The Canopy area of the QTA is currently billed as Surface Rent, but should be billed as Structure Rent.

C. Airport and Tenant have identified the billing errors and correction will be made immediately.

D. All capitalized terms not otherwise defined herein shall have the same meaning given to them in the Lease.

NOW, THEREFORE, in consideration of the foregoing and for valuable consideration, the sufficiency of which is hereby acknowledged, City and Tenant hereby agree to amend the Lease as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.
2. Effective Date. The effective date of the modifications to the Lease contained in shall be the date on which both parties have fully executed Amendment No. 1.
3. Premises. Section 1.1 (a) Exclusive Space, (b) Common Use Space and (c) Limited Common Use of the Lease is amended to include the following: Exclusive Space is space leased by Tenant for its exclusive use. Tenant is solely responsible for payment of rent on Exclusive Space. Tenant’s Exclusive Space is described as follows:

- (i) 840 square feet of garage space on Level(s) 1 through 4 of the Rental Car Center, of which 560 square feet shall be for administrative purposes (“**Administrative Space**”), and 280 square feet shall be for customer service counter space (“**Counter Space**”) as described on Exhibit A.
 - (ii) 36,934 square feet shall be for ready stalls on Levels 2 and 4 of the Rental Car Center.
 - (iii) 33,428 square feet shall be in the QTA and Roof Area, of which 9,293 square feet shall be in the Fuel/Wash Canopy Area (Structure Rent), 14,245 square feet shall be Lot 5 Surface Area, and 9,890 shall be on Level 5.
- (b) Common Use Space: Common Use Space is space used in common with all tenants of the Rental Car Facility. Tenant is responsible for a portion of rent allocable to Common Use Space as described in Section 4.5 herein. Tenant’s Common Use Space is described as follows:
- (i) 3,858 square feet of garage space on Level(s) 1 - 4 of the Rental Car Center (Structure Rent).
 - (ii) 8,889 square feet shall be in the QTA and Roof Area. (Surface Rent).
- (c) Limited Common Use Space: Limited Common Use Space is space used in common with a limited number of companies leasing a specific area (“**Shared Area**”). Tenant is responsible for a portion of rent allocable to the Limited Common Use Space as described in Section 5.4 herein. Tenant’s Limited Common Use Space is described as follows:
- (i) 4,765 square feet of garage space on Level 2 of the Rental Car Center.

1.2 Rent. Section 4.3 Monthly Space Rent (a) Structure Rent and (b) Surface Rent of the Lease is amended to include: Effective on the Rent Commencement Date, Tenant shall pay City rent totaling \$666,505.21 per year; \$55,542.10 per month, representing the full rates as set forth below.

- (a) **Structure Rent** shall be at the rate of \$10.13 per square foot per year, of which \$7.48 per square foot per year represents cost recovery for construction and financing of the Garage and QTA, and \$1.30 per square foot per year represents unimproved land value, \$0.88 for the Airport’s operations and maintenance costs associated with maintaining the rental car center, and \$0.47 per square foot per year represents the financing savings realized from the use of General Airport Revenue Bond financing instead of special facility bond financing, which has been determined to be a total of One Million Dollars per year. Tenant shall pay Structure Rent for:
- (i) Exclusive Space in the Garage, Level(s) 1 – 4 and QTA space as described in Sections 1.1(a) (i), 1.1(a) (ii), and 1.1 a (iii) canopy only, respectively, as said spaces may be adjusted from time to time pursuant to the provisions of Section 1.3.
 - (ii) Common Use Space in the Garage, Level(s) 1 – 4 and QTA space as described in Sections 1.1(b)(i), as said space may be adjusted from time to time pursuant to the provisions of Section 1.3, in accordance with the Common Use Formula specified in Section 4.5 hereof.
 - (iii) Limited Common Use Space in the Garage, Level 2 and QTA space as described in Sections 1.1(c)(i), as said space may be adjusted from time to time pursuant to the

provisions of Section 1.3, in accordance with the Limited Common Use Formula specified in Section 4.4 hereof.

(b) **Surface Rent** shall be at the rate of \$3.10 per square foot per year, of which \$.80 per square foot per year represents cost recovery for construction and financing of the site improvements, and \$2.30 per square foot per year represents unimproved land value. Tenant shall pay Surface Rent for:

- (i) Exclusive Space (surface) as described in Section 1.1(a) (iii), as said space may be adjusted from time to time pursuant to the provisions of Section 1.2.
- (ii) Common Use Space (surface) as described in Section 1.1(b)(ii), as said space may be adjusted from time to time pursuant to the provisions of Section 1.2., in accordance with the Common Use Formula specified in Section 4.3 hereof.

4. Entire Agreement. This Amendment No. 1 contains all of the representations and the entire agreement between the parties with respect to the subject matter of this agreement. Any prior correspondence, memoranda, agreements, warranties, or written or oral representations relating to the subject matter of the Amendment No.1 are superseded in their entirety by this Amendment No. 1. No prior drafts of this Amendment No. 1 or changes between those drafts and the executed version of this Amendment No.1 shall be introduced as evidence in any litigation or other dispute resolution proceeding by any party or other person, and no court or other body should consider such drafts in interpreting this Amendment No. 1.
5. Miscellaneous. This Amendment No. 1 shall bind, and shall inure to the benefit of, the successors and assigns of the parties hereto. This Amendment No.1 is made for the purpose of setting forth certain rights and obligations of Tenant and the Airport, and no other person shall have any rights hereunder or by reason hereof as a third party beneficiary of otherwise.

Each party hereto shall execute, acknowledge and deliver to each other party all documents, and shall take all actions, reasonably requested by such other party from time to time to confirm or effect the matters set forth herein, or otherwise to carry out the purposes of this Amendment No. 1. This Amendment No. 1 may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof. No provision of this Amendment No.1 that is held to be inoperative, unenforceable or invalid shall affect the remaining provisions, and to this end all provisions hereof are hereby declared to be severable. Time is of the essence of this Amendment No. 1. This Amendment No. 1 shall be governed by the laws of the State of California. Neither this Amendment No. 1 nor any of the terms hereof may be amended or modified except by a written instrument signed by all the parties hereto.

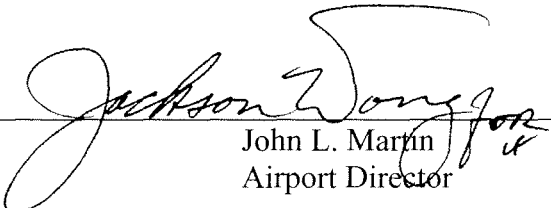
6. Full Force and Effect. Except as specifically amended herein, the terms and conditions of the Lease shall remain in full force and effect.

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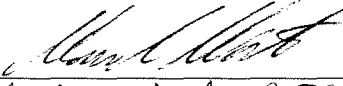
IN WITNESS WHEREOF, the Airport and the Tenant execute this Amendment No. 1 to the Lease as of the last date set forth below.

CITY: CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation,
acting by and through its Airport Commission



John L. Martin
Airport Director


TENANT: Fox Rent A Car, Inc.,
a CALIFORNIA CORPORATION

By: 

Name: MASOUD MIRFORABI
Title: PRESIDENT

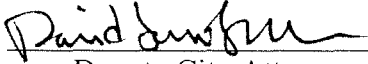
AUTHORIZED BY AIRPORT
COMMISSION

Resolution No. 08-0157
Adopted: August 19, 2008

Attest: 

Secretary
Airport Commission

APPROVED AS TO FORM:
DENNIS J. HERRERA,
City Attorney

By: 

Deputy City Attorney

01.27.2009

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**EXHIBIT A
PREMISES**

A. Exclusive Space:

- i. 840 square feet of garage space on Level(s) 1 through 4 of the Rental Car Facility, of which 560 square feet shall be for Administrative Space, and 280 square feet shall be for Counter Space.
- ii. 37,774 square feet shall be for ready stalls on Levels 1, 2, and 4 of the Rental Car Center.
- iii. 33,428 shall be in the QTA and Roof area, of which 9,293 shall be in the Fuel/Wash Canopy Area, 14,245 shall be Lot 5 Surface Area, and 9,890 shall be on Level 5.

B. Common Use Space:

- i. 3,858 square feet of garage space on Level(s) 1 - 4 of the Rental Car Center.
- ii. 10,016 square feet shall be in the QTA and Roof Area.

C. Limited Common Use Space:

- i. 4,765 square feet of garage space on Levels 2 and 4 of the Rental Car Center.

Rental Car Facility, Level 1



Exhibit A – Page 2

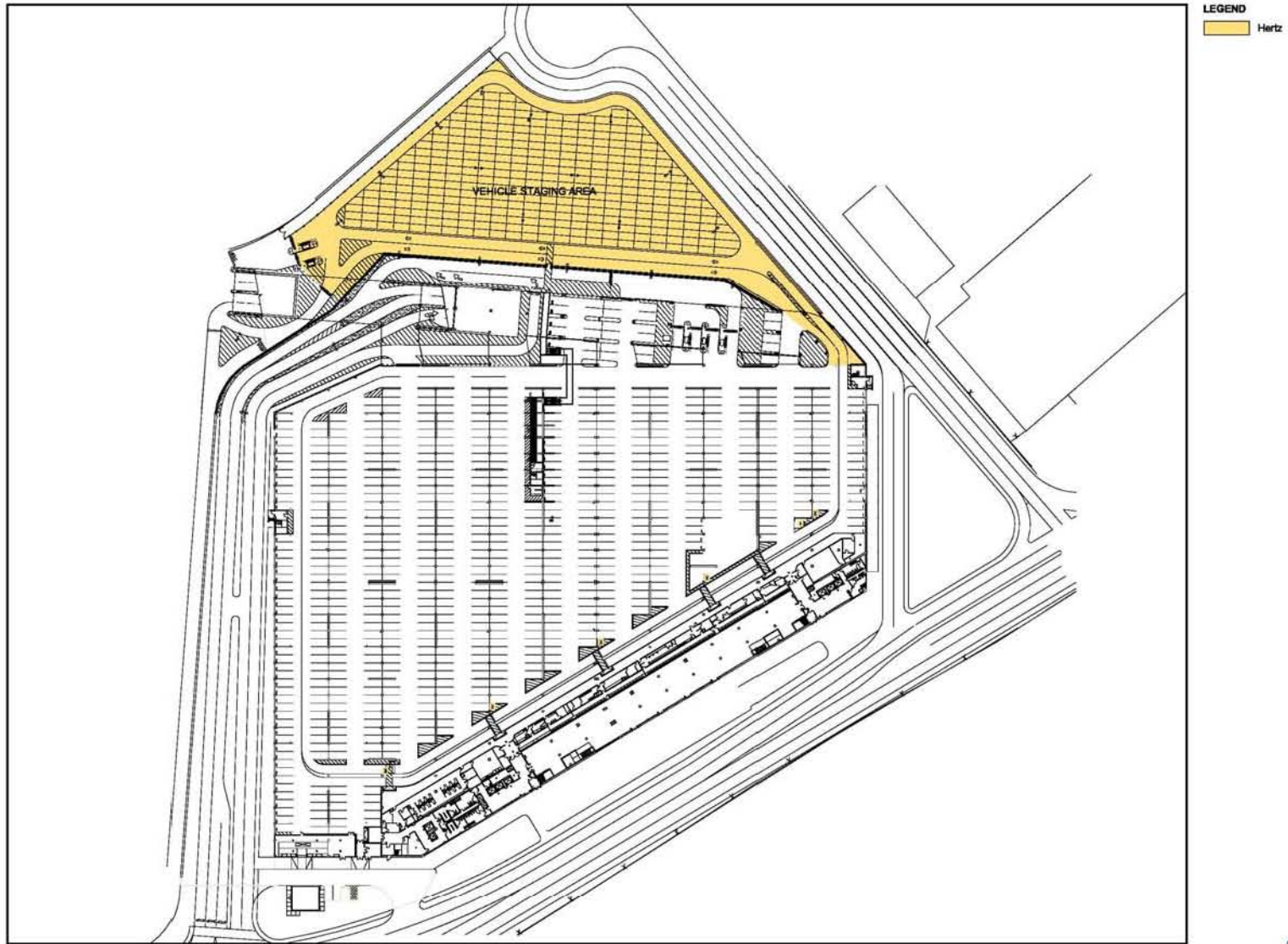


Figure 7
 LEVEL 1 - EXISTING ON-GRADE
 VEHICLE STAGING AREA
 SFO Rental Car Center
 San Francisco International Airport
 November 24 2008
JACOBS
CONSULTANCY
Aviation Management Consulting

Rental Car Facility, Level 2



Exhibit A – Page 4

Rental Car Facility, Level 3

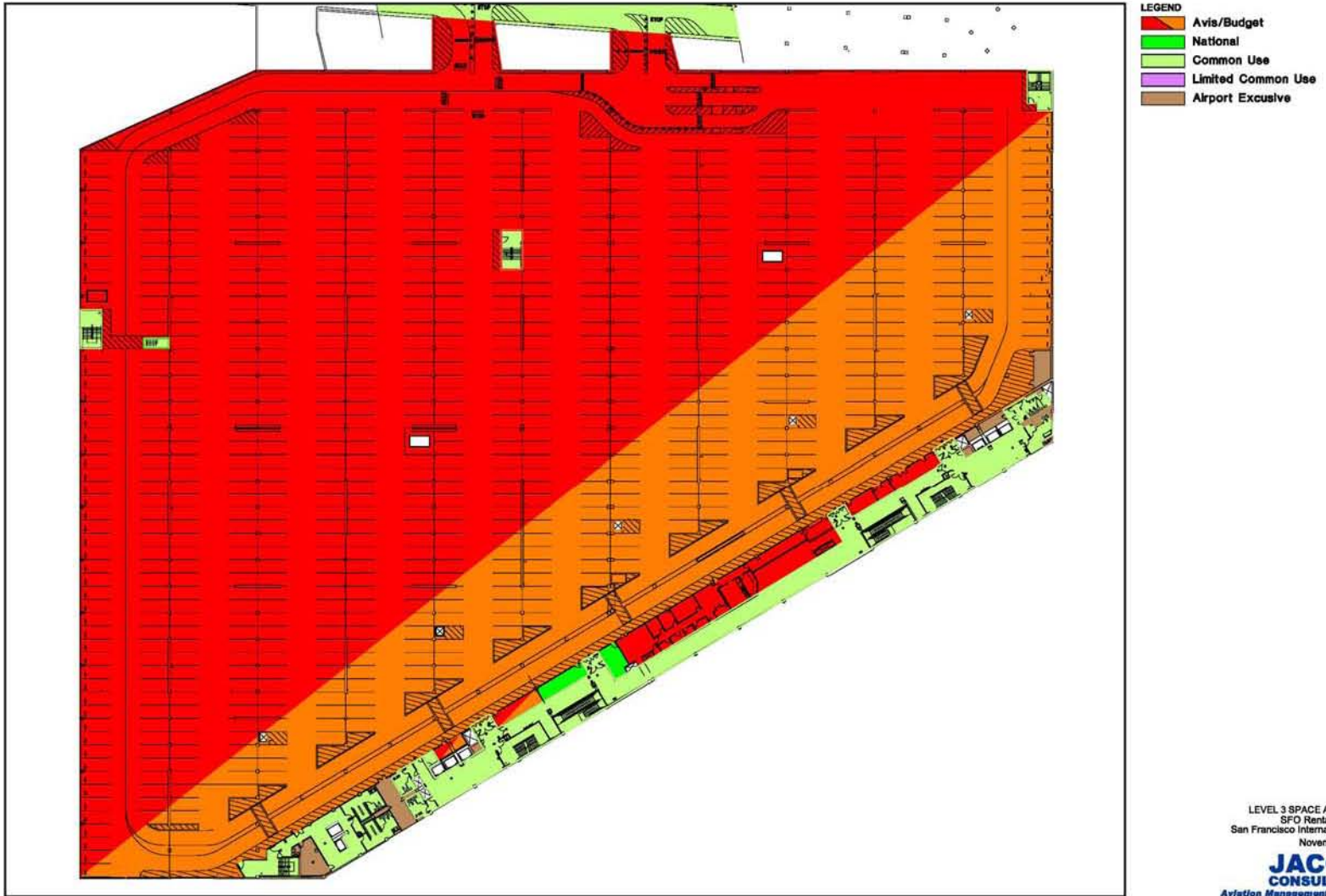


Figure 3
LEVEL 3 SPACE ALLOCATION
SFO Rental Car Center
San Francisco International Airport
November 24 2008
JACOBS
CONSULTANCY
Aviation Management Consulting

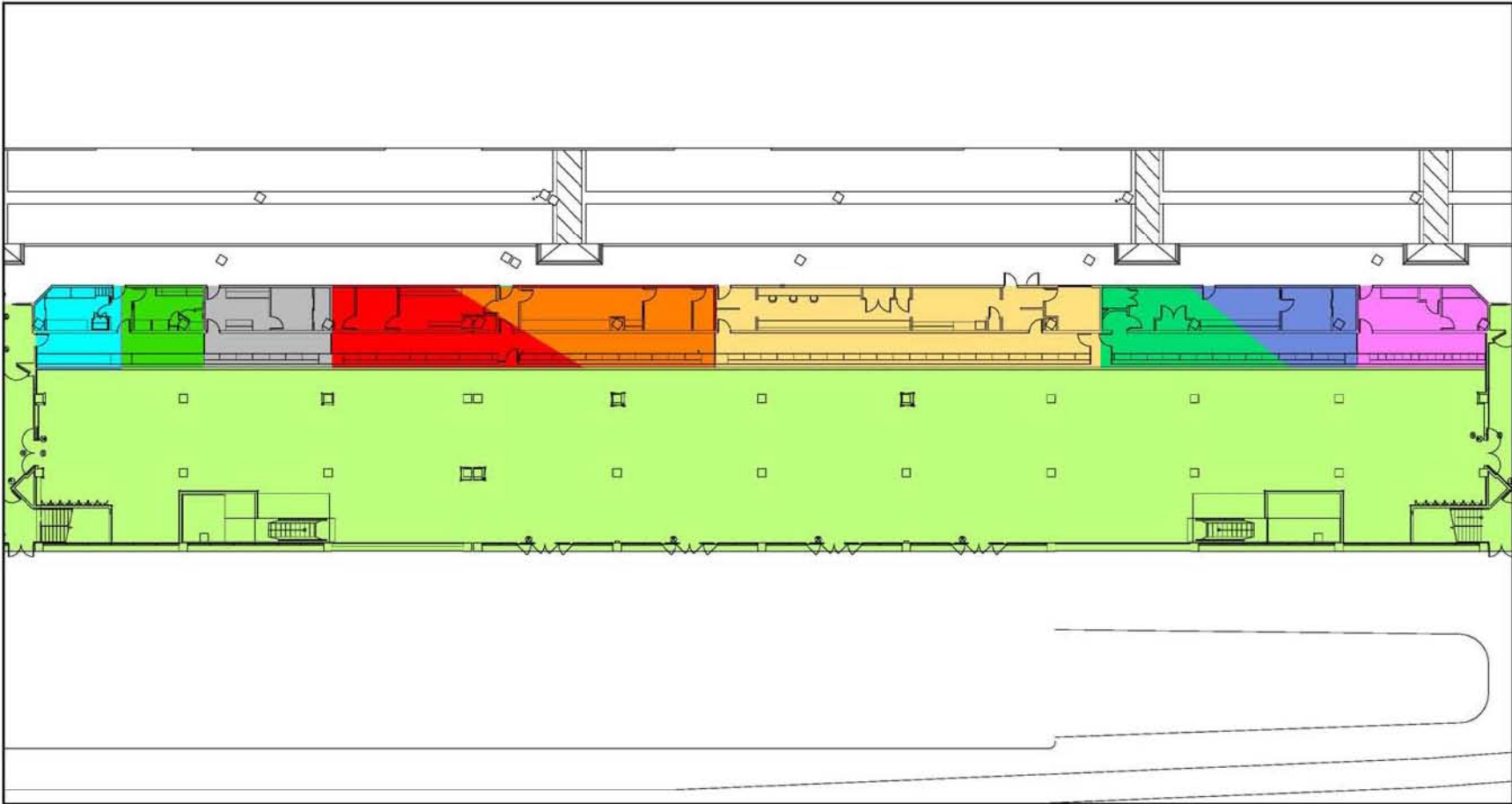
Exhibit A – Page 5

Rental Car Facility, Level 4



Exhibit A – Page 6

Rental Car Facility, Counter Locations and Back Office, Level 4



LEGEND

Position Allocations-	
Thrifty	Alamo/National
Enterprise	Fox
DTAG	
Avis/Budget	
Hertz	

Figure 4A
 LEVEL 4 COUNTER AND BACK OFFICE
 ALLOCATION
 SFO Rental Car Center
 San Francisco International Airport
 November 24 2008
JACOBS
 CONSULTANCY
 Aviation Management Consulting

Rental Car Facility, Level 5 (Roof)

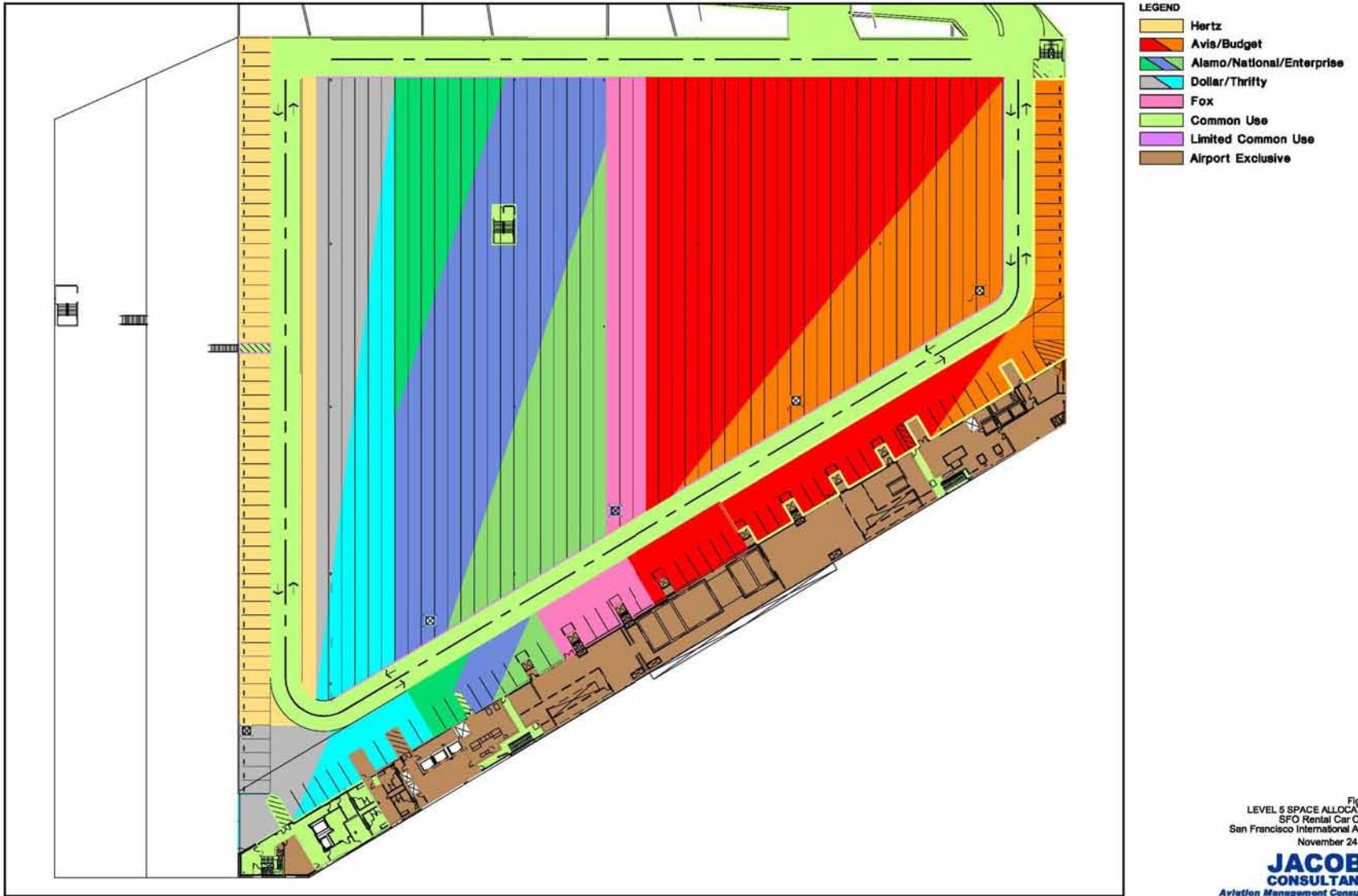
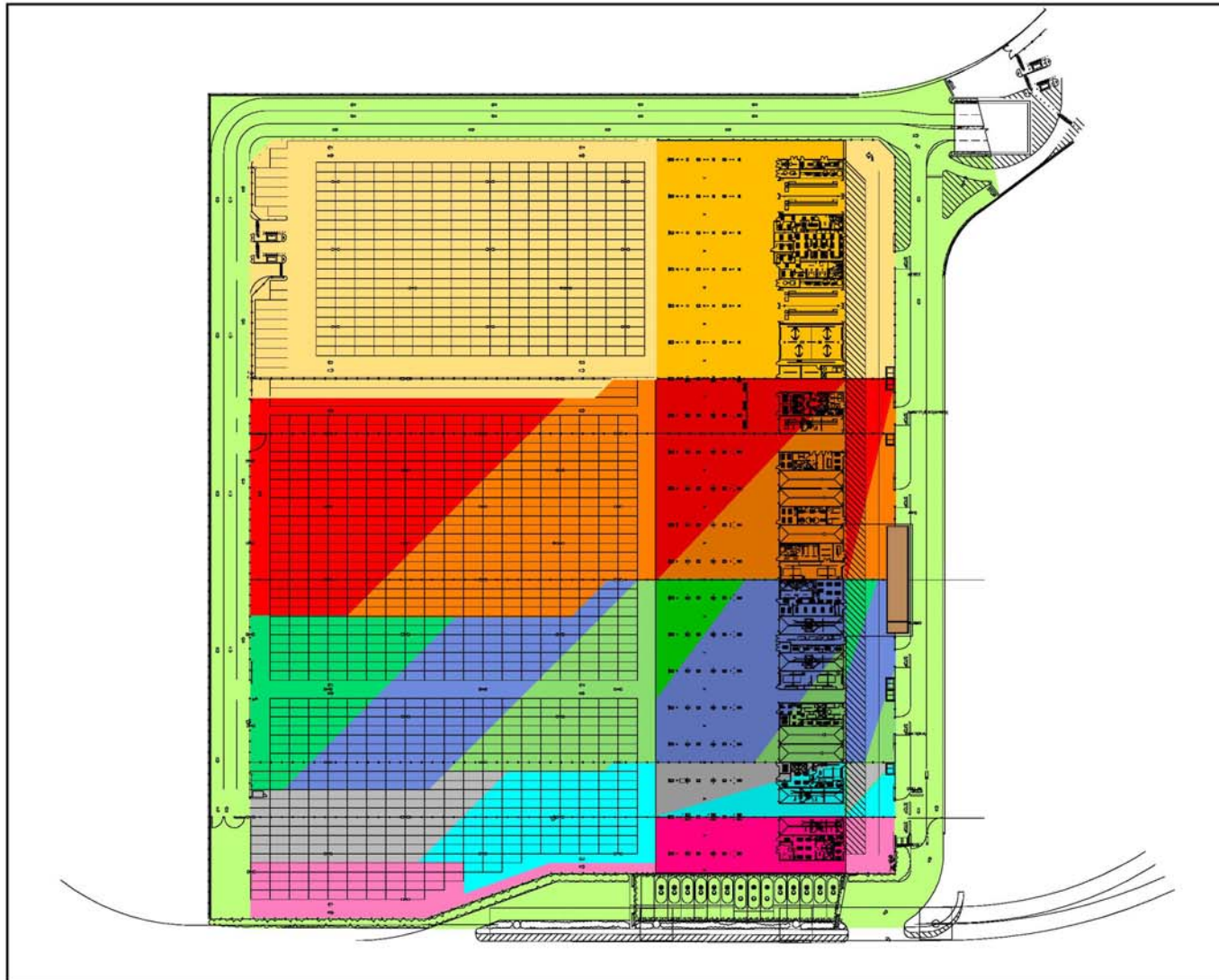


Figure 5
 LEVEL 5 SPACE ALLOCATION
 SFO Rental Car Center
 San Francisco International Airport
 November 24 2008
JACOBS
 CONSULTANCY
 Aviation Management Consulting

Exhibit A – Page 8

Rental Car Facility, QTA



LEGEND

Covered	Open
	Hertz
	Enterprise
	Avis/Budget
	Alamo/National/Enterprise
	Dollar/Thrifty
	Fox
	Common Use
	Limited Common Use
	Airport Exclusive

Figure 6
QTA SPACE ALLOCATION
SFO Rental Car Center
San Francisco International Airport
November 24 2008
JACOBS
CONSULTANCY
Aviation Management Consulting

EXHIBIT B
SUMMARY OF CITY'S MAINTENANCE RESPONSIBILITY

Public Areas are limited to the public lobbies, public bathrooms, public elevators and escalators, stairwells, emergency tunnel, and the Police substation in the Garage. No public areas exist in the QTA.

Airport Exclusive Areas are limited to Airport dedicated rooms, i.e., mechanical rooms, inventory and storage rooms, electrical distribution rooms, selected janitorial closets, elevator and escalator machine rooms, special monitoring systems for all fixed equipment.

The Airport's obligation to maintain the facility components, as specified on page 2 of Exhibit B, is limited to Public Areas and/or Airport Exclusive Areas. The Tenant is obliged to maintain all facility components located within the Premises.

	PUBLIC AREAS	AIRPORT EXCLUSIVE AREAS	ALL
<input type="checkbox"/> Acoustical Tile, Hangers, Frame work	X	X	
<input type="checkbox"/> ADA Signage and Visual Communication Systems	X		
<input type="checkbox"/> Airport Closed Circuit Television Systems (ACCTB)	X		
<input type="checkbox"/> All preconditioned Air, Air Handling Units	X	X	
<input type="checkbox"/> All Utility Mains			X
<input type="checkbox"/> Automatic Doors	X		
<input type="checkbox"/> Building Management System			X
<input type="checkbox"/> Bus Canopy	N/A		
<input type="checkbox"/> Ceilings	X	X	
<input type="checkbox"/> Custodial Cleaning	X	X	
<input type="checkbox"/> Doors, Closets, Hinges, Hardware, Locks	X	X	
<input type="checkbox"/> Drainage Exterior Building			X
<input type="checkbox"/> Duct Smoke Detectors	X	X	
<input type="checkbox"/> Electrical Distribution System	X	X	
<input type="checkbox"/> Electrical Inspections			X
<input type="checkbox"/> Electrical Rooms			X
<input type="checkbox"/> Elevator Machine Rooms	X		
<input type="checkbox"/> Emergency Generator System			X
<input type="checkbox"/> Emergency Lighting	X	X	
<input type="checkbox"/> Entrance, Exit, Site, Roadway Repairs on McDonnell Road			X
<input type="checkbox"/> Escalators	X		
<input type="checkbox"/> Exhaust Pans in Public Restrooms	X		
<input type="checkbox"/> Exit Signage	X	X	
<input type="checkbox"/> Expansion and Seismic Joints and Thresholds			X
<input type="checkbox"/> Exterior Lighting and Signage on Garage	X	X	
<input type="checkbox"/> Filter Changes	X	X	
<input type="checkbox"/> Fire Detection Systems	X	X	
<input type="checkbox"/> Fire Hydrants			X
<input type="checkbox"/> Fire Safety Inspections			X
<input type="checkbox"/> Fire Sprinklers	X	X	
<input type="checkbox"/> Fire Valves and Alarms			X
<input type="checkbox"/> Floor Drains, Gutters	X	X	
<input type="checkbox"/> Floors, Carpet, Vinyl Tile, Terrazzo, Ceramic Tile, Concrete	X	X	
<input type="checkbox"/> Hot and Chilled Water Systems			X
<input type="checkbox"/> Hot Water Heaters, Boilers			X
<input type="checkbox"/> Exterior Landscaping & Irrigation on McDonnell Road	X		
<input type="checkbox"/> Lighting (Mass and Spot Re-lamping)	X		
<input type="checkbox"/> Locks	X	X	
<input type="checkbox"/> Public Elevators and Elevator Emergency Communications Systems			X
<input type="checkbox"/> Mechanical Inspections			X
<input type="checkbox"/> Mechanical Room Equipment	X	X	
<input type="checkbox"/> Mixing Boxes (VAV)	X	X	
<input type="checkbox"/> Panic Hardware	X	X	
<input type="checkbox"/> Plumbing Inspections			X
<input type="checkbox"/> Public Telephone Areas	SERVICE PROVIDER		
<input type="checkbox"/> Pumps, Sewage, Drainage (Excludes Industrial Waste)	X		
<input type="checkbox"/> Re-striping and Re-painting Bus Staging Areas	X		
<input type="checkbox"/> Restroom Plumbing	X		
<input type="checkbox"/> Roofing, Flashing			X
<input type="checkbox"/> Stairwells			X
<input type="checkbox"/> Structural Maintenance			X
<input type="checkbox"/> Touch-Up Painting, Interior and Exterior	X	X	
<input type="checkbox"/> Windows Interior and Exterior	X	X	
<input type="checkbox"/> Water Fountains	X		
<input type="checkbox"/> Water Main			X