

**AMENDMENT NO. 1 TO
DTG OPERATIONS, INC.
LEASE NO. 08-0156
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

THIS AMENDMENT NO.1 TO DTG OPERATIONS, INC. LEASE NO. 08-0156 ("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 DTG Operations, Inc., as tenant (the "Tenant").

RECITALS

A. The Airport and Tenant entered into Lease No. 08-0156, 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 08-0156 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) 2,708 square feet of garage space on Level(s) 1 through 4 of the Rental Car Center, of which 2,249 square feet shall be for administrative purposes (“**Administrative Space**”), and 459 square feet shall be for customer service counter space (“**Counter Space**”) as described on Exhibit A.
 - (ii) 92,598 square feet shall be for ready stalls on Levels 2 and 4 of the Rental Car Center.
 - (iii) 68,755 square feet shall be in the QTA and Roof Area, of which 9,027 square feet shall be in the Fuel/Wash Canopy Area (Structure Rent), 33,167 square feet shall be Lot 4 Surface Area, and 26,561 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) 9,733 square feet of garage space on Level(s) 1 - 4 of the Rental Car Center (Structure Rent).
 - (ii) 21,998 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) 22,534 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 \$1,637,113.23 per year; \$136,426.10 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.

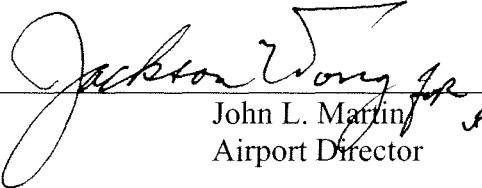
6. Full Force and Effect. Except as specifically amended herein, the terms and conditions of the Lease shall remain in full force and effect.

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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: DTG Operations, Inc.,
an Oklahoma Corporation

By: 

Name:
Title: EVP
Vicki J. Vaniman
Executive Vice President

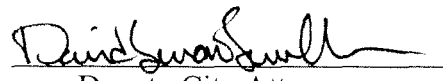
AUTHORIZED BY AIRPORT
COMMISSION

Resolution No. 08-0156
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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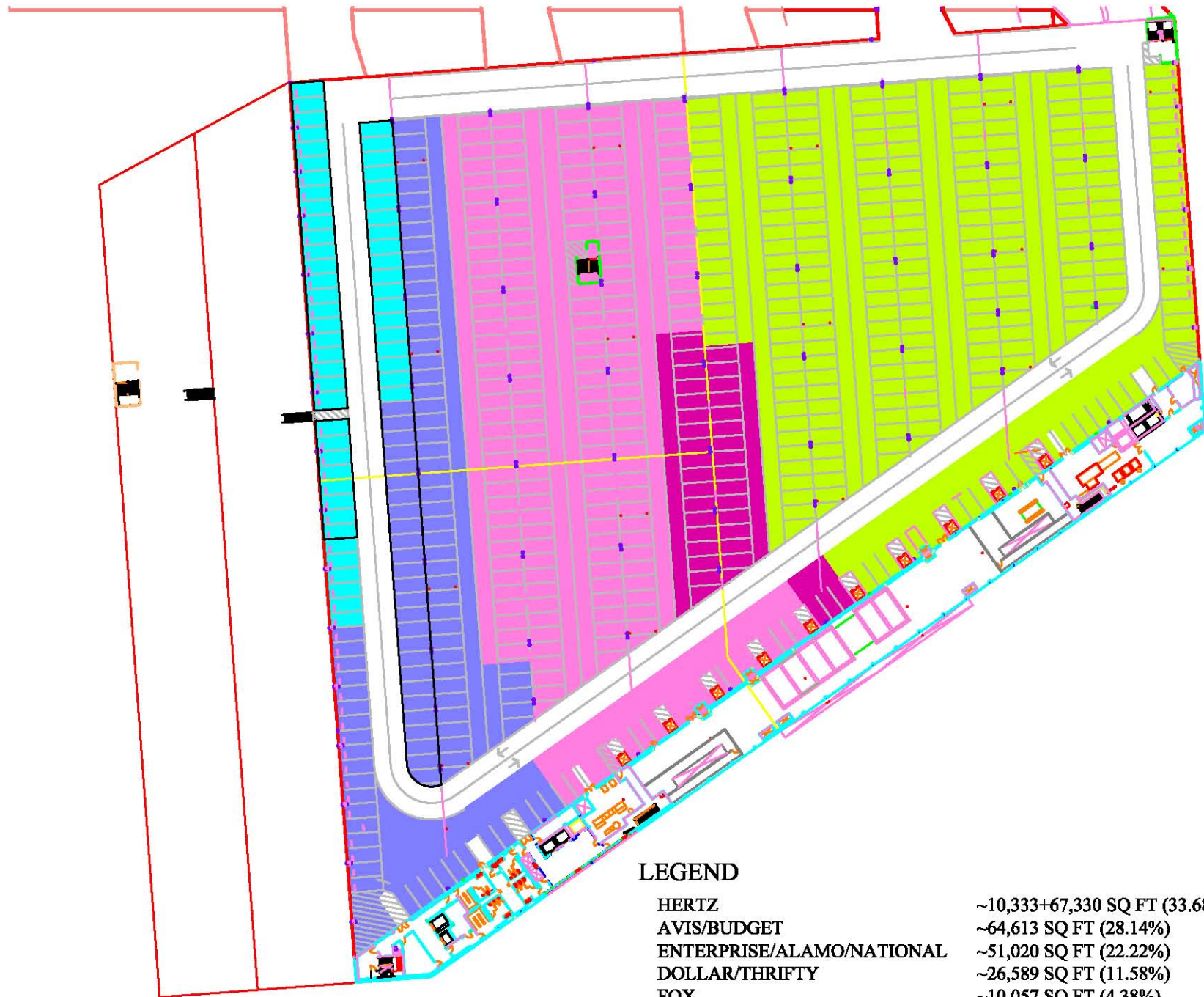


LEGEND






HERTZ	~71,685 SQ FT
ENTERPRISE/ALAMO/NATIONAL	~42,395 SQ FT
DOLLAR/THRIFTY	~98,116 SQ FT
FOX	~12,725 SQ FT



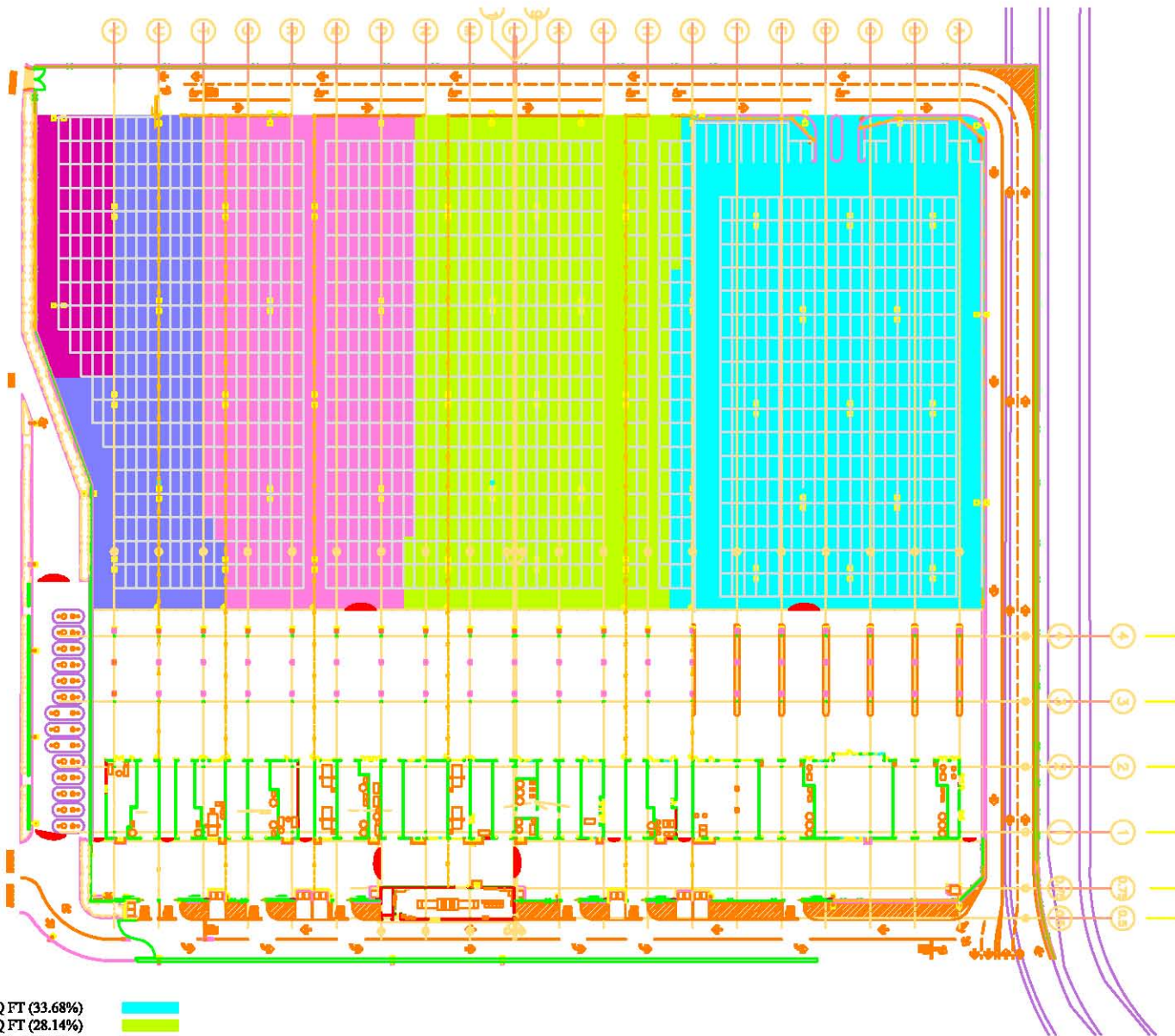
RENTAL CAR CENTER - 2ND FLOOR



LEGEND

HERTZ	~10,333+67,330 SQ FT (33.68%)	
AVIS/BUDGET	~64,613 SQ FT (28.14%)	
ENTERPRISE/ALAMO/NATIONAL	~51,020 SQ FT (22.22%)	
DOLLAR/THRIFTY	~26,589 SQ FT (11.58%)	
FOX	~10,057 SQ FT (4.38%)	

RENTAL CAR CENTER - 5TH FLOOR



LEGEND

- HERTZ ~90,105 SQ FT (33.68%)
- AVIS/BUDGET ~75,283 SQ FT (28.14%)
- ENTERPRISE/ALAMO/NATIONAL ~59,445 SQ FT (22.22%)
- DOLLAR/THRIFTY ~30,980 SQ FT (11.58%)
- FOX ~11,718 SQ FT (4.38%)



RENTAL CAR QUICK TURN AROUND
SCALE: 1"=40'-0"