

**FIRST AMENDMENT TO
LEASE AGREEMENT FOR PAY PHONES NO. 09-0229
OF PELICAN COMMUNICATIONS, INC.
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

THIS AMENDMENT NO. 1 TO LEASE AGREEMENT FOR PAY PHONES NO. 09-0229 ("Amendment No. 1"), dated as of _____ 2012, for reference purposes only, is entered by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), acting by and through the SAN FRANCISCO AIRPORT COMMISSION ("Airport"), as landlord, and PELICAN COMMUNICATIONS, INC. as tenant ("Tenant").

RECITALS

A. The City and County of San Francisco owns San Francisco International Airport (the "Airport") located in the County of San Mateo, State of California, which Airport is operated by and through the Airport Commission, the chief executive officer of which is the Airport Director.

B. Pursuant to Airport Commission Resolution No. 09-0229, Airport and Tenant entered into Lease Agreement for Pay Phones No. 09-0260, dated September 15, 2009, for the installation, maintenance, and operation of pay phones and prepaid calling card vending machines in all terminals at San Francisco International Airport.

C. The Airport and Tenant now desire to amend the Lease on the terms and conditions set forth below.

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

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree to amend the Lease as follows:

AGREEMENT

1. Recitals. The forgoing 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 this First Amendment shall be February 01, 2013.
3. Base Rent. The Base Rent shall be lowered from fifty-five percent (55%) to twenty percent (20%) of Gross Revenues.

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agreements, warranties, or written or oral representations relating to the subject matter of the Amendment No. 1 are superseded in their entirety by this Amendment No. 1.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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
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IN WITNESS WHEREOF, the Airport and Tenant execute this Amendment No. 1 to the Lease as of the last date set forth below.

TENANT: PELICAN COMMUNICATIONS, INC
A California corporation

By: 
Name: Mr. Jason Scherer
Title: Executive Vice President

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

John L. Martin 
Airport Director

AUTHORIZED BY AIRPORT
COMMISSION

Resolution No. 12-0260
Adopted: November 20, 2012

Attest: _____
Secretary
Airport Commission

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

By: 
Deputy City Attorney