## FIRST AMENDMENT TO LEASE/CONCESSION AGREEMENT MARY GRIFFIN RAMSEUR TERMINAL BUILDING 620 AIRPORT DRIVE #4, SAN CARLOS Lease No. 5289

This First Amendment, dated, for reference purposes only, this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_, 2002, between the COUNTY OF SAN MATEO, a political subdivision of the State of California "Landlord", and THE HERTZ CORPORATION, "Tenant", who mutually agree as follows:

WHEREAS, Landlord is the owner of that certain real property identified as the San Carlos Airport, together with the improvements thereon, and commonly known as 620 Airport Drive, San Carlos, California; and,

WHEREAS, on October 23, 2001 Landlord and Tenant entered into a Lease/Concession Agreement in which Landlord leased to Tenant approximately 240 square feet of office space together with the exclusive use of 15 parking spaces; and

WHEREAS, Landlord and Tenant desire to amend the Lease.

NOW, THEREFORE, IN CONSIDERATION OF THE PARTIES ONGOING RELATIONSHIP LANDLORD AND TENANT AGREE TO AMEND THE LEASE AGREEMENT AS FOLLOWS:

- 1. The first Paragraph of Section 5 (Monthly Rental) of the Agreement is hereby deleted and replaced with the following:
  - MONTHLY RENTAL. Tenant agrees to pay to Landlord as rental, without prior notice or demand, for the Premises the sum of One Thousand Five Hundred and Forty Dollars (\$1,540.00) ("Base Rent"), Seven Hundred and Fifty Dollars (\$750) for 15 parking stalls, together with the amount by which 2% of monthly Gross Revenues exceeds \$1,000 per month ("Percentage Rent"), which amounts shall be payable on or before the first day of the first full calendar month of the term hereof, and a like sum on or before the first day of each and every successive calendar month thereafter.
- 2. Section 11(Use) is hereby amended to insert the following between the first and second paragraphs: Hertz shall at its sole cost install a locker or storage box to hold cleaning equipment and supplies. All cleaning equipment and supplies are to be stored in a neat and orderly manner at all times. The location and type of locker or storage box shall be approved by the Airport Manager prior to installation, which approval shall not be unreasonably withheld.
- 3. Section 13 (Motor Vehicles) is hereby amended to add the following at the end of the Section: All employees of The Hertz Corporation shall park their personal vehicles in the back of the parking lot in an area as designated by the Airport Manager.

| This amendment shall be effective on delivery of a fully executed | ccpy hereof to the parties. Except as set for |
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| in this First Amendment, all the other provisions of the Agreemen | shall remain unchanged and in full force and  |
| effect.   |   |

This First Amendment shall not be valid unless executed by the President of the Board of Supervisors of the County of San Mateo pursuant to a resolution adopted in accordance with the California Government Code.

|                      | TENANT THE HERTZ CORPORATION  Cy               |
|----------------------|--|
| DATE: <u>3/14/02</u> | BY: Vice President, Properties and Concessions |
|                      | LANDLORD<br>COUNTY                             |
| DATE:                | BY: President, Board of Supervisors            |
|                      | ATTEST:  |
| Resolution No.       |  |
|                      |  |
|                      | Clerk of the Board                             |
|                      |  |