

**SECOND AMENDMENT TO
LEASE OF AIRPORT PREMISES BETWEEN
THE CITY OF SAN JOSE
AND
FOX RENT A CAR, INC.**

This SECOND AMENDMENT TO LEASE OF AIRPORT PREMISES is entered into this ____ day of _____, 2017, by the CITY OF SAN JOSE, a municipal corporation of the State of California ("City"), and FOX RENT A CAR, INC., a California corporation ("Tenant").

RECITALS

WHEREAS, on May 22, 2012, City and Tenant entered into a lease entitled "LEASE OF AIRPORT PREMISES BETWEEN CITY OF SAN JOSE AND FOX RENT A CAR, INC." ("Lease"); and

WHEREAS, on May 06, 2015, City and Tenant entered into a First Amendment to the Lease to extend the term and add provisions as required under federal law and regulations; and

WHEREAS, City and Tenant desire to further amend the amended Lease to extend the term through April 30, 2022, and to add provisions as required under federal law and regulations;

NOW, THEREFORE, effective retroactively from May 01, 2017, the parties agree to further amend the amended Lease as follows:

SECTION 1. SECTION 1, "DEFINITIONS AND SUMMARY OF LEASE TERMS," is hereby amended to revise the following definition:

“**“Expiration Date” (\$2 TERM)** means the date April 30, 2022, subject to earlier termination as provided in this Lease.”

SECTION 2. SECTION 35, “RELOCATION, EXPANSION OR CONTRACTION OF PREMISES,” is hereby amended to read as follows:

“In the event that implementation of the City's requirements for the Airport, changes in airlines or flight schedules, or other changes in business conditions necessitate the relocation, expansion or contraction of the Premises, or any part thereof, Tenant shall, at Tenant's sole cost and expense, relocate all or part of its operations on the Premises, or any part thereof, or contract or expand the size of the Premises in an expeditious manner only as may be permitted, directed or required by the Director.

Amendments to this Lease which change or modify the description of the Premises set forth in **Section 3** above to specify in writing increases, decreases, or relocation of space, and which include only such rental rates on a per square foot basis as are specified or authorized in accordance with **Section 5** above, may be executed on behalf of the City by the Director.”

SECTION 3. SECTION 40, “GENERAL CIVIL RIGHTS PROVISIONS,” is hereby added as follows:

“The tenant/concessionaire/lessee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

- (a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal

- assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.”

SECTION 4. SECTION 41, “OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970,” is hereby added as follows:

“This Lease incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Tenant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Tenant retains full responsibility to monitor its compliance and their subtenant’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Tenant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.”

SECTION 5. SECTION 42, “FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE),” is hereby added as follows:

“This Lease incorporates by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Tenant has full responsibility to monitor compliance to the referenced statute or regulation. The Tenant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.”

SECTION 6. All of the terms and conditions of the amended Lease not modified by this Second Amendment shall remain in full force and effect.


[remainder of page intentionally left blank]

WITNESS THE EXECUTION HEREOF on the day and year first written above.

“CITY”

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal
corporation of the State of California



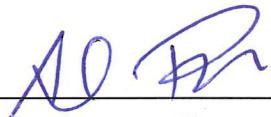
KEVIN FISHER
Chief Deputy City Attorney

TONI TABER, CMC
City Clerk

Date: _____

“TENANT”

FOX RENT A CAR, INC.,
a California corporation

By:  _____

Name:  _____

Title:  _____

Date:  _____

CORPORATE SECRETARY CERTIFICATE

This certificate shall be executed by the secretary or assistant secretary of the corporation.

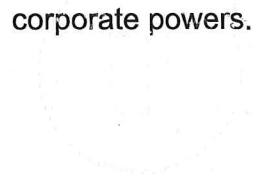
I, Ali Rezapour certify that I
Name of Secretary or Assistant Secretary

am the ☐ Secretary or ☒ Assistant Secretary of the corporation named in the

attached agreement; that Ali Rezapour
Name of Person that Signed Agreement

signed the agreement on behalf of the corporation as the PRESIDENT
Title of Person that Signed the Agreement

of the corporation; and that the agreement was duly signed for and on behalf of
the corporation by authority of its Board of Directors, and is within the scope of its
corporate powers.



AD R
Signature of Secretary or Assistant Secretary

Corporate Seal

10/12/17
Date