

FIRST AMENDMENT

to the

SERVICE FACILITY LEASE AGREEMENT AT
FRESNO YOSEMITE INTERNATIONAL AIRPORT

Between

CITY OF FRESNO, CALIFORNIA

And

ENTERPRISE RENT-A-CAR COMPANY OF SACRAMENTO, LLC
A DELAWARE LIMITED LIABILITY COMPANY
(FKA ENTERPRISE RENT-A-CAR COMPANY, A NEVADA CORPORATION)

THIS FIRST AMENDMENT TO SERVICE FACILITY LEASE AGREEMENT ("First Amendment") is effective the ___ Day of _____, 2018, by and between the CITY OF FRESNO, CALIFORNIA, a municipal corporation hereinafter referred to as "Lessor" and Enterprise Rent-A-Car Company of Sacramento, LLC, a Delaware Limited Liability Company, qualified to do business in California, (fka Enterprise Rent-A-Car Company, a Nevada Corporation), hereinafter referred to as "Company."

RECITALS

WHEREAS, the Parties entered into a Fresno Yosemite International Airport Service Facility Lease Agreement dated June 22, 2007 ("Agreement"), for rental car concession service, maintenance, storage and administrative activities at Lessor's Service Facility, located at: 5074 East Andersen, Suite 103, Fresno, CA 93727; and

WHEREAS, the Parties now desire with this First Amendment to increase the size of the Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Section 602(A)(1) (Annual Rent, Payable Monthly) of the Agreement is amended to include an additional 27,530 square feet to the Company's Exclusive Use Premises, as set forth in Exhibit "B-1." This additional square footage is subject to Exclusive Use Premises Rent stated in Section 602(A)(1).
2. Except as amended herein the Agreement shall be and remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Service Facility Lease Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO, CALIFORNIA,
a Municipal Corporation

ENTERPRISE RENT-A-CAR COMPANY OF SACRAMENTO, LLC
a Delaware Limited Liability Company

By: _____
Kevin R. Meikle,
Director of Aviation

By: Susan M. Irwin

Name: Susan M. Irwin

Title: Vice President / Gen Mgr.
(Board Chair, President or Vice President)

APPROVED AS TO FORM:
Douglas T. Sloan
City Attorney

By: Amanda Freeman 6/4/18
Amanda Freeman, Date
Senior Deputy City Attorney

By: _____

Title: _____
(CFO, Treasurer, Secretary or Assistant Secretary)

ATTEST:
Yvonne Spence, MMC
City Clerk

Address for Notice:

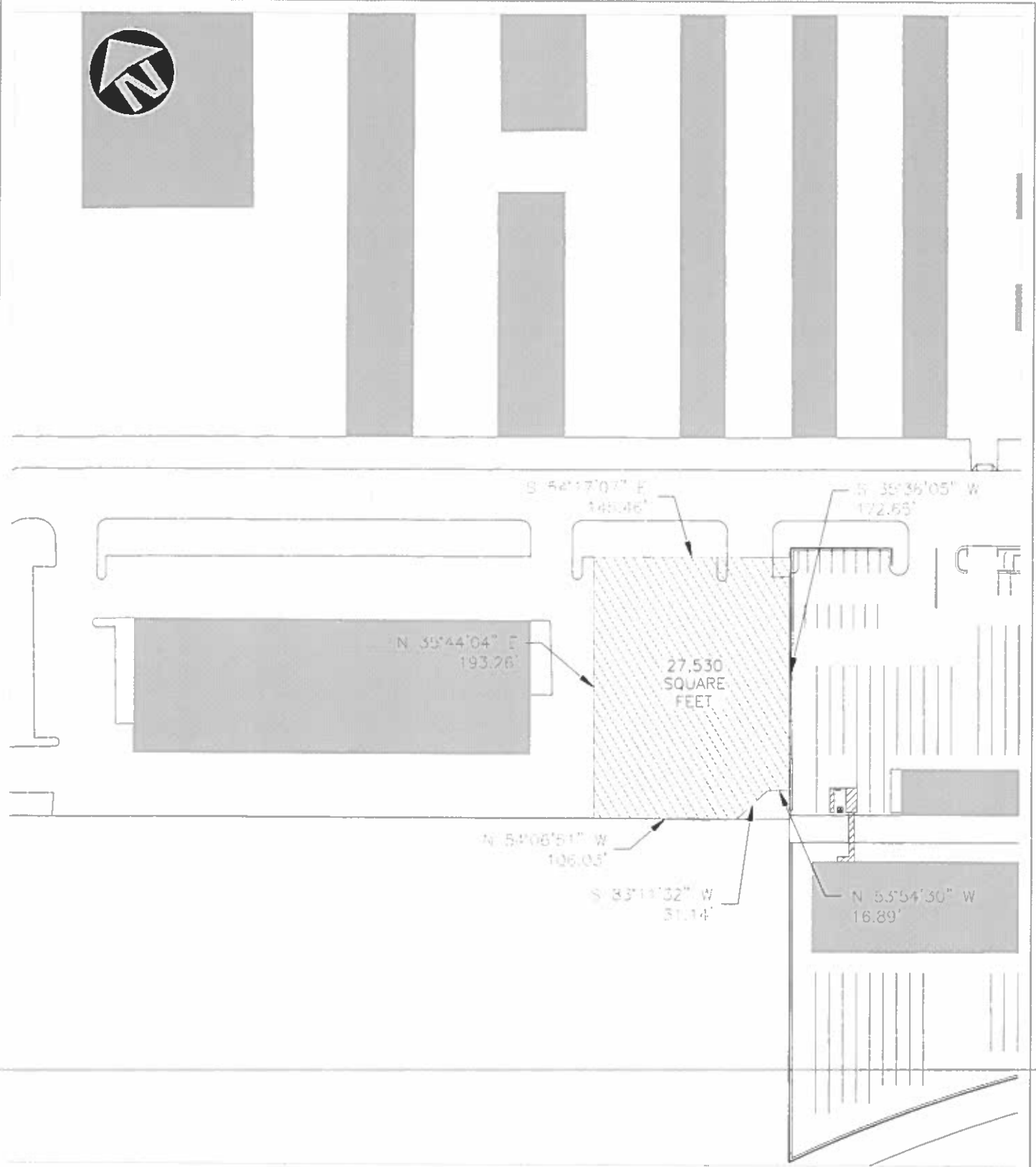
By: _____
Deputy

Enterprise Rent A Car Company
150 North Sunrise Avenue
Roseville, CA 95661
Phone: (916) 787-4500

Address for Notice:
City of Fresno
Airports Department
4995 E. Clinton Way
Fresno, CA 93727

Exhibit B-1 Exclusive Use Areas/Description/Space Allocations

EXHIBIT B-1



REVISIONS/REFERENCE
REV NO.

FRESNO YOSEMITE INTERNATIONAL AIRPORT

KRA NO. _____
FUND NO. _____
ORG NO. _____
ACTIVITY _____
PROJECT I.D. _____

AIRPORTS DEPARTMENT
DIRECTOR OF AVIATION
KEVIN R. MEIKLE, ARCHITECT

FRESNO YOSEMITE
INTERNATIONAL AIRPORT
CITY OF FRESNO
DEPARTMENT OF AIRPORTS
4995 EAST CLINTON WAY
FRESNO, CALIFORNIA 93727
PHONE: 559-621-4500

EXHIBIT "B-1"

ENG(J)/ACAD/FAT/RENTAL CAR LOT/DHL EXHIBIT B-1

APPROVED
CONST. ENG. _____ OFFICE ENG. _____
CITY DESIGN ENG. _____

DR. BY: NRC
CH. BY: XXX
DATE: 05-22-2018
SCALE: N/A

CITY DRAWING NO. XX-X-XXX
SHEET NO
1
OF 1 SHEETS

**ACTION BY CONSENT OF THE MANAGERS
OF ENTERPRISE RENT-A-CAR COMPANY OF SACRAMENTO, LLC**

The following action was taken and the following business transacted by the unanimous written consent of all of the Managers of Enterprise Rent-A-Car Company of Sacramento, LLC, a Delaware limited liability company (the "Company"), effective as of the 31st day of July, 2009, which consent and action are evidenced by the signatures of all of the Managers appended hereto or on counterparts hereof, and which consent and action are intended to have the same force and effect as a unanimous vote at a meeting of all of the Managers duly called and held.

RESOLVED, that each person listed on Exhibit A hereto hereby is appointed to the office set forth opposite such person's name, to hold such office until either such person resigns from such office or until the Managers of the Company remove such person from such office or appoint such person's successor; and be it

FURTHER RESOLVED, that each officer so appointed shall have the power and authority assigned to such office as set forth on Exhibit B; and be it

FURTHER RESOLVED, that the officers of the Company, and each of them acting alone, be and they hereby are authorized, empowered and directed for and on behalf and in the name of the Company to take or cause to be taken any and all actions and to execute and deliver any and all contracts, agreements, documents, instruments and/or certificates, to incur such costs and expenses and to take all other actions and do such other things as any such officer(s) may deem necessary, appropriate or desirable in order to carry out and effectuate the intent and purposes of the foregoing resolutions; and be it

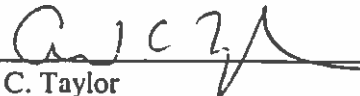
FURTHER RESOLVED, that any and all actions heretofore taken by any officer(s) of the Company, including but not limited to the execution and delivery of such contracts, agreements, documents, instruments and/or certificates and the incurrence of such costs and expenses as any such officer(s) may have deemed necessary, appropriate or desirable in order to

accomplish the purposes of the foregoing resolutions are hereby approved, authorized, ratified and confirmed in all respects; and be it

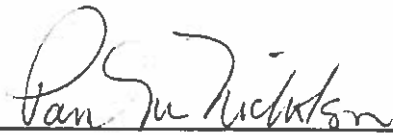
FURTHER RESOLVED, that this Consent may be executed in one or more counterparts, via electronic transmission or otherwise.

[the remainder of this page is intentionally left blank]

The undersigned, constituting all of the Managers of Enterprise Rent-A-Car Company of Sacramento, LLC, hereby unanimously consent to and adopt the foregoing actions and resolutions.



Andrew C. Taylor



Pam M. Nicholson



William W. Snyder

Constituting all of the Managers of
Enterprise Rent-A-Car Company of Sacramento, LLC

EXHIBIT A

List of Officers

<u>Name</u>	<u>Office(s)</u>
Delassus, Mary K.	Assistant Secretary
Perkins, Meredith	Assistant Secretary
Nicholson, Pamela M.	President
Hendershot, William R.	Regional Vice President
Todd, Brett A.	Regional Vice President
Litow, Mark I.	Secretary
Snyder, William W.	Treasurer, Vice President, Asst. Secretary
Nestor, David K.	Vice President
Cody, Patrick E.	Vice President - Car Sales
Irwin, Susan M.	Vice President/GM

EXHIBIT B

Authority of Officers

1. President. The President shall be the chief executive officer of the Company and shall in general supervise and control all of the business and affairs of the Company, subject to the Managers, to whom the President shall report. The President may sign any deeds, mortgages, bonds, contracts or other instruments, except in cases where the signing and execution thereof shall be expressly delegated by the Managers to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall in general perform all duties incident to the office of President and such other duties as may be prescribed by the Managers from time to time.

2. Vice Presidents. Each Vice President shall perform such duties as shall be assigned to him or her and shall exercise such powers as may be granted by the President or the Managers.

3. Secretary. The Secretary shall (a) keep the minutes of the proceedings of the member(s) and of the Managers in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of this Agreement or as required by law; (c) be custodian of the Company records; (d) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Managers.

4. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds of the Company; (b) receive and give receipts for moneys due and payable to the Company from any source whatsoever, and deposit all such moneys in the name of the Company in such banks, trust companies or other depositories as shall be selected by the Managers; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Managers.

5. Grant of Authority. Subject to any action to the contrary by the Managers, each officer acting alone will have the power, on behalf of the Company, to do all things necessary or convenient to carry out the day-to-day business and affairs of the Company, including, but not limited to, the following:

(a) to sell or otherwise transfer or acquire vehicles or the use of vehicles in the ordinary course of the Company's business;

(b) to sell or otherwise transfer or acquire property other than vehicles or the use of property other than vehicles;

(c) to enter into leases and contracts;

(d) to open bank accounts and designate the number and identity of the individuals authorized to write checks and make withdrawals of funds;

(e) to designate a replacement registered agent or file a change of registered office;

(f) to hire or terminate the employment of employees of the Company; and

(g) to execute, acknowledge and deliver any and all documents and instruments appropriate to the foregoing, and to apply Company assets thereto.
