

**AMENDMENT TO CONCESSION AGREEMENT  
WITH RABBIT AVIATION SERVICES, LLC**

This Amendment to Concession Agreement ("Amendment"), dated for reference purposes only as of September 12, 2014 is by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County"), and RABBIT AVIATION SERVICES, LLC., a California Limited Liability Company ("Operator")

**Recitals**

WHEREAS, pursuant to San Mateo County Resolution No. 59991 dated January 23, 1996, County and Andrew Farrankop d.b.a. Rabbit Aviation entered into a Concession Agreement dated January 23, 1996 for the non-exclusive use of the San Carlos Airport facilities inclusive of fueling activities ("Concession Agreement"); and

WHEREAS, pursuant to San Mateo County Resolution No. 066678 dated June 8, 2004, the County consented to an assignment of the Concession Agreement to Rabbit Aviation Services, LLC pursuant to the same terms and conditions as set forth in the Concession Agreement; and

WHEREAS, on July 23, 2013, the San Mateo County Board of Supervisors accepted the Fuel Facility and Office Space Request for Proposals Process at the San Carlos Airport, a report that recommended not only requiring unleaded fuel in the anticipated RFP for fueling activities, but also seeking to acquire existing fuel-provider leases to provide an unleaded fuel option; and

WHEREAS, the Operator is willing and able to sell aviation fuel to all aeronautical users; and

WHEREAS, the County and Operator wish to amend the Concession Agreement as set forth herein to allow the Operator to sell unleaded aviation fuel.

NOW THEREFORE, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

1. Section 34 of the Concession Agreement, Special Requirements and Conditions shall be amended as follows::

(a) item f is amended to add the following text after the first sentence: " Provide a 12,000 gallon cylindrical above ground fuel vault (tank) supplying Jet-A aviation fuel and a gallon cylindrical above ground fuel vault ( tank) supplying unleaded fuel." Sentences 3 and 4 are amended in their entirety to the following: " Operator shall provide three separate fuel trucks equipped to distribute 3 separate grades of fuel. Operator shall not be permitted to use newly constructed facilities until operator can offer, dispense and deliver three separate grades of fuel."

(b) item p is added as follows: "p. Operator shall stock and sell unleaded aviation fuel in addition to the other types of fuel that Operator is required to sell under the Concession Agreement."

2. Appendix "B" shall be amended to add the following language at the end of the Exhibit: "Operator and all other fuel providers will be required to stock and sell an unleaded fuel option. Operator shall pay County the same minimum monthly fee per gallon as Operator is required to pay per gallon of 100LL sold," 3. The unleaded fuel flowage fee shall be abated from the date of this Agreement to January 23, 2016.

4. All the terms and conditions of the Concession Agreement remain in full force and effect except as expressly amended herein. The Concession Agreement, as amended by this Amendment, constitutes the entire agreement between Operator and the County and may not be modified except by an instrument in writing duly executed by the parties hereto. In the event of any conflict between the terms of the Concession Agreement and the terms of this Amendment, the terms of this Amendment shall control.

5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

6. The effective date of this Amendment is the date of County execution.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

**Balance of Page Intentionally Blank**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

Operator

**RABBIT AVIATION SERVICES, LLC**

By \_\_\_\_\_

Its \_\_\_\_\_

**COUNTY OF SAN MATEO**

President, Board of Supervisors, San Mateo  
County

By \_\_\_\_\_

Dave Pine

President, Board of Supervisors

Resolution No. \_\_\_\_\_

ATTEST: \_\_\_\_\_