SECOND REVISED CONFIRMATION

DATE: January 28, 2010

TO: AIRPORT COMMISSION OF THE CITY AND COUNTY OF SAN FRANCISCO
   Telephone No.: 6508212914
   Facsimile No.: 6508212825
   Attention: Finance Director

FROM: Goldman Sachs Bank USA

SUBJECT: Swap Transaction

OUR REF NO: LTAA1707703689.0 / 00648147701

The purpose of this second revised communication is to set forth the terms and conditions of the above referenced transaction entered into on the Trade Date specified below (the "Transaction") between Goldman Sachs Bank USA, as successor to Goldman Sachs Capital Markets, L.P. ("GS Bank USA"), guaranteed by The Goldman Sachs Group, Inc. ("Goldman Group"), and AIRPORT COMMISSION OF THE CITY AND COUNTY OF SAN FRANCISCO ("Counterparty"). This communication supersedes and replaces all prior communication between the parties hereto with respect to the Transaction described below. This communication constitutes a "Confirmation" as referred to in the Swap Agreement specified below.

1. This Confirmation is subject to, and incorporates, the 2006 ISDA Definitions (the "Definitions"), published by the International Swaps and Derivatives Association, Inc. This Confirmation supplements, forms a part of and is subject to the ISDA Master Agreement dated as of July 26, 2007 as amended and supplemented from time to time (the "Swap Agreement") between GS Bank USA and Counterparty. All provisions contained in, or incorporated by reference to, the Swap Agreement shall govern this Confirmation except as expressly modified below. In the event of any inconsistency between this Confirmation, the Definitions, or the Swap Agreement, as the case may be, this Confirmation will control for purposes of the Transaction to which this Confirmation relates.

2. The terms of the Transaction to which this Confirmation relates are as follows:

   Notional Amount: USD 143,947,000.00 (subject to adjustment in accordance with the Schedule set forth under "Additional Provisions" below)
Trade Date: July 26, 2007
Effective Date: February 1, 2010
Termination Date: May 1, 2030

Floating Amounts:
Floating Rate Payer: GS Bank USA
Floating Rate Payer Payment Dates: Monthly, on the 1st day of each month, commencing on March 1, 2010 and ending on the Termination Date, subject to adjustment in accordance with the Following Business Day Convention
Floating Rate: 1 month USD-LIBOR x 61.85%
Where:
1 month USD-LIBOR = USD-LIBOR-BBA with a Designated Maturity of 1 Month
Floating Rate Spread: Plus 0.34%
Floating Rate Reset Dates: The first day of each Calculation Period
Floating Rate Day Count Fraction: Actual/360
Floating Rate Period End Dates: No Adjustment

Fixed Amounts:
Fixed Rate Payer: Counterparty
Fixed Rate Payer Payment Dates: Monthly, on the 1st day of each month, commencing on March 1, 2010 and ending on the Termination Date, subject to adjustment in accordance with the Following Business Day Convention
Fixed Rate: 3.925%
Fixed Rate Day Count Fraction: 30/360
Fixed Rate Period End Dates: No Adjustment
Business Days: New York
Calculation Agent: GS Bank USA
3. Additional Provisions:

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<th>Schedule</th>
<th>For the Floating Rate and Fixed Rate Calculation</th>
<th>To but excluding:**</th>
<th>The applicable USD Notional Amount shall be:</th>
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<td>May 1, 2029</td>
<td>May 1, 2030</td>
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</table>

**not subject to adjustment

4. Other Provisions:

If an Adjustment Event occurs on or after the Related Bonds Issuance Date, the Counterparty covenants that it shall, within 90 days of the occurrence of such Adjustment Event, exercise its rights under Section 6(f) of the Swap Agreement to reduce the Notional Amount so that the Notional Amount (together with the notional amount as of such date of all other interest rate swaps entered into in connection with the Related Bonds) is equal to the outstanding principal amount of the Related Bonds. The Counterparty also covenants that it shall not cause an Adjustment Event unless it provides evidence reasonably satisfactory to GS Bank USA that the Counterparty has (or will have upon the occurrence of the Adjustment Event) sufficient funds to pay any Settlement Amount that it may owe under Section 6(f) of the Swap Agreement and that such payment will not result in a default by the Counterparty under the Covered Agreement.

"Adjustment Event" means that the Notional Amount (together with the notional amount as of such date of all other interest rate swaps entered into in connection with the Related Bonds) is greater than the outstanding principal amount of the Related Bonds.

"Related Bonds Issuance Date" means the later of (i) the Effective Date or (ii) the date the Related Bonds are issued.

"Related Bonds" means the Airport Commission of the City and County of San Francisco
San Francisco International Airport Second Series Variable Rate Revenue Refunding Bonds, Series 2010A.

5. Credit Support Documents:
   (a) Standard Guaranty of The Goldman Sachs Group, Inc.
   (b) Credit Support Annex between GS Bank USA and Counterparty dated July 26, 2007

6. Offices:
   (a) The Office of GS Bank USA for this Transaction is 85 Broad Street, New York, New York, 10004.
   (b) The Office of Counterparty for this Transaction is San Francisco International Airport, Terminal 2, Fifth Floor, P.O. Box 8097, San Francisco, CA 94128

7. Notwithstanding Part II of the Schedule, no opinions are required to be delivered by either party in connection with this second revised Confirmation
8. Counterparty hereby agrees (a) to check this second revised Confirmation (Reference No.: LTAA1707703689.0) carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing correctly sets forth the terms of the agreement between GS Bank USA and Counterparty with respect to the particular Transaction to which this Confirmation relates, by manually signing this Confirmation and providing the other information requested herein and immediately returning an executed copy to Swap Administration, facsimile No. 212-902-5692.

Very truly yours,

GOLDMAN SACHS BANK USA

Agreed and Accepted By:
AIRPORT COMMISSION OF THE CITY
AND COUNTY OF SAN FRANCISCO

By: ____________________
Name: John L Martin
Title: Airport Director

Approved to form:
Dennis J. Herrera
City Attorney

By:

Deputy City Attorney