

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 21, 2008 [ X ] Consent [ ] Regular  
[ ] Workshop [ ] Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve:

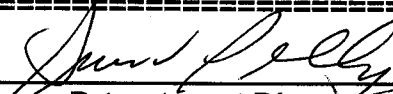

- (A) Second Amendment to Airport Ground Lease Agreement with Avis Rent A Car System, LLC, (Avis), extending the term to December 31, 2009 for rental in the amount of \$454,769.94; and
- (B) Second Amendment to Airport Ground Lease Agreement with DTG Operations, Inc. (Thrifty), extending the term to December 31, 2009 for rental in the amount of \$399,772.76; and
- (C) A Budget Transfer of \$150,000 in the Airports Improvement and Development Fund, establishing budget for improvements, including a transfer from Reserves; and
- (D) A Budget Amendment of \$202,784 in the Airports Operating Fund, increasing Revenues and Reserves.

**Summary:** The Airport Ground Lease Agreements with Avis (R-88-314) and Thrifty (R-93-1267D) for on-airport rental car facilities at Palm Beach International Airport expire on October 23, 2008. The amendments extend the term of the leases to December 31, 2009. Each facility has improvements, including administrative offices and vehicle maintenance facilities, which will become the property of the County upon expiration of the leases. Because the County did not own the improvements, Avis and Thrifty were only obligated to pay ground rent. The amendments require Avis and Thrifty to pay rent for the improvements in addition to ground rent in the amount of \$185,423.84 for Avis and \$165,088.84 for Thrifty. The Department anticipates issuing a competitive solicitation for the rental car facilities next year and has requested the companies make certain improvements and repairs to the facilities to increase the marketability of the sites. Avis and Thrifty will complete the improvements to the facilities prior to the expiration of the leases. The County will provide a rent credit in amount not to exceed \$100,000 for Avis and \$50,000 for Thrifty for certain improvements identified in the amendment as eligible for rental credit, which include upgrading underground oil lines that will not be in compliance with the Florida Department of Environmental Protection's (FDEP) December 2009 upgrade requirements and repairing worn pavement areas. Rental credit amounts were based upon estimates to complete the work. Other general repair and maintenance items, such as painting and replacement of flooring, will be completed by the companies at no cost to the County. Approval of the amendments will result in increased rental revenue to the County and necessary updates to the rental car facilities. Countywide (JB)

**Background and Justification:** Rental for the improvements was established based on an appraisal obtained by the Department. Upgrading or removing the oil lines is necessary to obtain compliance with FDEP regulations, requiring upgraded containment by December 2009. Both companies have proposed removing the existing underground oil tanks and lines and replacing them with an above ground system, which is a desirable environmental upgrade to the facilities. The Department is recommending a short-term extension of the leases in order to permit the companies to complete improvements and repairs requested by the Department prior to issuance of a competitive solicitation. The leases are being extended in accordance with the Section 22-104(d) of the Palm Beach County Code, which authorizes the extension of existing leases.

**Attachments:**

- 1. Second Amendment with Avis Rent A Car System, LLC (3)
- 2. Second Amendment with DTG Operations, Inc. (Thrifty) (3)
- 3. Budget Transfer
- 4. Budget Amendment

Recommended By:  9/16/08  
 Department Director Date  
 Approved By:  10/6/08  
 County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures	\$150,000	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	(\$673,381)	(\$181,161)	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>(\$523,381)</b>	<b>(\$181,161)</b>	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X  
 Budget Account No: Fund 4100/4111 Department 120/121 Unit 8340/A267 Object Various  
 Reporting Category \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Approval of the agenda items will result in revenues totaling \$854,542 in Fiscal Years 2009 and 2010. Rental credits of \$150,000 will be expended for improvements to the facilities.

Please note that a portion of the budget amendment recognizing \$52,000 additional operating revenues relates to Agenda item 3F2 of the October 7, 2008 agenda. 3F2 and this agenda item were originally combined but due to clarity issues, were later separated into two agenda items.

C. Departmental Fiscal Review: *Mahel Simon*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

*[Signature]* 10/27/08  
*[Signature]* 10/1/08 OFMB *[Signature]* 9/29/08

\_\_\_\_\_  
 Contract Dev. and Control

**B. Legal Sufficiency:**

*[Signature]* 10/3/08  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**SECOND AMENDMENT TO AIRPORT GROUND LEASE AGREEMENT  
BETWEEN PALM BEACH COUNTY AND  
AVIS RENT A CAR SYSTEM, LLC**

This Second Amendment to Airport Ground Lease Agreement (this "Second Amendment") is made and entered into \_\_\_\_\_, 20\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY"), and Avis Rent A Car System, LLC, whose address is 6 Sylvan Way, Parsippany, NJ 07054 ("LESSEE") (hereinafter collectively referred to as the "Parties").

WITNESSETH:

**WHEREAS**, COUNTY, by and through its Department of Airports (the "Department"), owns and operates the Palm Beach International Airport (the "Airport") located in Palm Beach County, Florida; and

**WHEREAS**, COUNTY and Avis Rent A Car System, Inc. entered into that certain Airport Ground Lease Agreement between COUNTY and LESSEE dated March 1, 1988 (R-88-314), as amended by that certain First Amendment to Airport Ground Lease Agreement between COUNTY and LESSEE dated July 31, 1990 (R-90-1160-D) (collectively referred to as the "Lease"), which provides for the lease of ground area to LESSEE for the purpose of constructing auto storage and service facilities in connection with LESSEE'S operation as an airport rental car concessionaire at the Airport; and

**WHEREAS**, COUNTY and Avis Rent A Car System, Inc. entered into that certain Airport Rental Car Lease and Concession Agreement dated September 9, 2003 (R2003-1339), as amended, (the "Rental Car Concession Agreement"), which provides LESSEE with the non-exclusive right to operate a rental car concession at the Airport; and

**WHEREAS**, Avis Rent A Car System, Inc., filed a Certificate of Conversion on January 19, 2006, converting the corporation into a Delaware limited liability company under the name Avis Rent A Car System, LLC; and

**WHEREAS**, COUNTY and LESSEE desire to extend the term of the Lease; and

**WHEREAS**, the Parties hereto desire to amend the Lease in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the Parties hereby expressly acknowledge, the Parties hereto covenant and agree to the following terms and conditions:

1. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Lease.

2. Article 1.01 of the Lease is hereby deleted in its entirety and replaced with the following:

*1.01. Term. This Lease shall commence and be effective on March 1, 1988 and shall expire on December 31, 2009, unless terminated earlier as provided for herein.*

3. Article 1.02 of the Lease is hereby deleted in its entirety and replaced with the following:

*1.02. Transition. In the event that at any time during the term of this Lease LESSEE'S privileges to operate a rental car concession at the Airport shall be withdrawn, cancelled, or not renewed, COUNTY shall have the right to terminate this Lease upon the expiration or earlier termination of the Rental Car*

*Concession Agreement. LESSEE expressly acknowledges that such termination of this Lease shall be without credit, buy-out, compensation or other payment by COUNTY to LESSEE.*

4. Article 2.01 of the Lease is hereby deleted in its entirety and replaced with the following:

*2.01 Description of Premises Leased. The premises hereby leased consist of that certain parcel of land containing a total of 348,753 square feet, being situated on the Airport in Section 32, Township 43 South, Range 43 East, Palm Beach County, Florida, described in Exhibit "A" attached hereto and made a part hereof, and as further described in Palm Beach County Engineering Services Drawing No. S-3-08-2827, Lease Parcel N-9, dated 6/3/08.*

5. Article 3.01 of the Lease is hereby deleted in its entirety and replaced with the following:

*3.01. Rental.*

*A. Ground Rental. For the 348,753 square feet of ground area as described in Exhibit "A", rental shall be paid to COUNTY by LESSEE at the rate of \$0.65 per square foot, for a total of \$226,689.45 per annum, plus sales tax, if applicable.*

*B. Improvement Rental. For the improvements leased hereby, rental shall be paid to COUNTY by LESSEE at the rate of \$158,934.75 per annum, plus sales tax, if applicable.*

6. Article 3.04 of the Lease is hereby deleted in its entirety and replaced with the following:

*3.04. Commencement and Time of Payment. Payment of all rentals due and payable by LESSEE to COUNTY as set forth in Article 3.01(A) shall commence as of the Effective Date of the Lease. Payment of all rentals due and payable by LESSEE to COUNTY as set forth in Article 3.01(B) shall commence on November 1, 2008. Rentals shall be payable in equal monthly installments, in advance, without demand and without any deduction, holdback or set off whatsoever, by the first day of each and every month throughout the term of the Lease and any extension thereof. All sums due hereunder shall be delivered to the Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406, or at such other address as may be directed by the Department from time to time.*

7. The Lease is hereby amended to add the following Article 6.07:

*6.07. Required Repairs. LESSEE agrees that it shall complete, at its sole cost and expense, the repairs, renovations and improvements on the leased premises as set forth in Exhibit "C", attached hereto and made a part hereof (the "Required Repairs"). The Department may approve alternative repairs, renovations and improvements that, in the Department's sole and absolute discretion, serve to accomplish the same purpose. LESSEE shall complete all Required Repairs on or before June 30, 2009, unless otherwise approved in writing by the Department. All repairs, renovations and improvements shall be completed in accordance with Article IV of the Lease, including approval of plans and construction bond requirements.*

8. The Lease is hereby amended to add the following Article 3.06:

**3.06. Credit for Required Repairs.** Subject to the requirements of this Article 3.06, LESSEE shall be entitled to rental credit for a portion of LESSEE'S expenses associated with completion of the Required Repairs, which are identified as "Eligible for Rental Credit" in the attached Exhibit "C", in an amount not to exceed the lesser of: One Hundred Thousand Dollars and 00/100 (\$100,000.00) or LESSEE'S Repair Costs (as hereinafter defined) ("Rental Credit"). For purposes of this Article 3.06, the term "Repair Costs" shall mean all necessary and reasonable costs incurred by LESSEE to complete the Required Repairs that are eligible for Rental Credit hereunder ("Repair Costs"), subject to the following terms, conditions and limitations:

A. No more than twelve (12%) percent of payments made by LESSEE to independent contractors for engineering and architectural design work may be included in the Repair Costs.

B. Only true third party costs and payments made by LESSEE shall be included in the Repair Costs.

C. Legal fees and accountant fees shall not be included in the Repair Costs. Finance and interest expenses shall not be included in the Repair Costs. Administrative, supervisory and overhead or internal costs of LESSEE shall not be included in the Repair Costs.

Upon completion of the Required Repairs, LESSEE shall submit a certified cost report executed by its Chief Financial Officer, in a form and detail reasonably satisfactory to the Department, certifying the Repair Costs claimed by LESSEE have been paid ("Cost Report") for review and approval of the Department. The Cost Report shall identify each of the Required Repairs completed as well as the associated Repair Costs for each of the Required Repairs. Copies of all invoices and receipts shall be submitted with the Cost Report. LESSEE shall submit such other documentation as reasonably requested by Department to verify the Repair Costs claimed by LESSEE. Following approval of the Cost Report, the Rental Credit shall be credited against future rentals due and payable to COUNTY pursuant to Article 3.01 in the manner mutually agreed to by LESSEE and the Department. LESSEE acknowledges and agrees that the Rental Credit shall not be in the form of a cash payment to LESSEE and that COUNTY shall have no obligation whatsoever to reimburse LESSEE upon the expiration or earlier termination of this Lease in the event the full amount of the Rental Credit has not yet been exhausted.

9. Article VII of the Lease is hereby deleted in its entirety and replaced with the following:

**ARTICLE VII**  
**INSURANCE REQUIREMENTS**

**7.01 Insurance Requirements.** LESSEE, at its sole cost and expense, shall maintain in full force and effect throughout the term of this Lease the insurance coverages, limits and endorsements required herein. Neither the requirements contained in this Article VII, nor COUNTY'S review or acceptance of insurance, shall in any manner limit or qualify the liabilities and obligations assumed by LESSEE hereunder.

A. **Property, Wind & Flood Insurance.** LESSEE shall maintain Property Insurance in an amount not less than 100% of the total replacement cost of any building, betterments and improvements located on the leased premises, including those made by or on behalf of LESSEE to the buildings. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form and include an endorsement for Ordinance & Law in an amount not less than 25% of the Property Insurance limit. LESSEE shall maintain Flood Insurance, regardless

of the flood zone, in an amount not less than 100% of the total replacement cost of the buildings, betterments and improvements on the leased premises, including those made by or on behalf of LESSEE, or the maximum amount available from the National Flood Insurance Program, whichever is less. LESSEE shall maintain Windstorm Insurance, unless included as a covered peril in the Property Insurance, in an amount not less than 100% of the total replacement cost of the buildings, betterments and improvements made by or on behalf of LESSEE to the Leased premises or the maximum amount available under the Florida Windstorm Underwriting Association, whichever is less. LESSEE shall cause COUNTY to be endorsed as a "Loss Payee" on the policies. The "Loss Payee" endorsement shall provide coverage on a primary basis and shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406."

B. Pollution Legal Liability. LESSEE shall maintain Pollution Liability, or similar Environmental Impairment Liability, at a minimum limit not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate providing coverage for damages including, but not limited to, third-party liability, clean up, corrective action including assessment, remediation and defense costs. Coverage requirement may be satisfied either by purchase of separate insurance policy or by appropriate endorsement to the Commercial General Liability policy.

C. Business Automobile Liability Insurance. LESSEE shall maintain Business Automobile Liability Insurance covering all Owned, Hired, and Non-Owned Vehicles used on the Airport in an amount of not less than \$1,000,000 Combined Single Limit per occurrence for Bodily Injury (including death) and Property Damage Liability. Notwithstanding the foregoing, if the scope and conduct of LESSEE'S operations under this Lease do not involve the operation, ownership or use of any vehicle, then this requirement shall include automobile liability for Hired & Non-Owned vehicles only. Coverage shall be provided on a primary basis.

D. Commercial General Liability Insurance. LESSEE shall maintain Commercial General Liability Insurance at limits of not less than \$5,000,000 Combined Single Limit per occurrence for Personal Injury, Bodily Injury (including death) and Property Damage Liability and shall include, but not be limited to, Premises and Operations, Personal Injury, Products-Completed Operations and Contractual Liability. Coverage shall be underwritten by a company or companies, which may be subject to the acceptance of COUNTY, in its reasonable discretion. Coverage shall be provided on a primary basis.

E. Workers Compensation Insurance. LESSEE shall maintain Workers Compensation Insurance applying to all employees for Statutory Limits in compliance with Chapter 440, Florida Statutes and applicable Federal Laws. Coverage shall include Employers Liability with minimum limits of \$100,000 Each Accident, \$500,000 Disease-Policy Limit, and \$100,000 Disease-Each Employee unless otherwise stated. In the event LESSEE subcontracts any portion of the work or services under this Lease to another party, LESSEE shall be responsible for ensuring its subcontractors maintain Worker's Compensation & Employers Liability Insurance.

7.02 Waiver of Subrogation. LESSEE hereby waives any and all right of recovery against the COUNTY arising out of damage or destruction of the leased premises or any other property on the Airport from causes included under any property insurance policies to the extent such damage or destruction is covered by the proceeds of such policies but only to the extent that the insurance policies then in force permit such waiver. When required by an insurer, or if a policy condition will not permit an insured to enter into a pre-loss agreement to waive

subrogation without an endorsement, LESSEE shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. The foregoing requirements shall not apply to any policy that specifically prohibits such an endorsement or voids coverage if LESSEE enters into such an agreement on a pre-loss basis.

7.03 Additional Insured. LESSEE shall endorse COUNTY as an "Additional Insured" on LESSEE'S Commercial General Liability Insurance and Pollution Liability Insurance. The "Additional Insured" endorsements shall provide coverage on a primary basis. The "Additional Insured" endorsement shall read: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406".

7.04 Certificate of Insurance. A signed Certificate or Certificates of Insurance, evidencing that required insurance coverage(s) has been procured or maintained by LESSEE in the types and amount(s) required hereunder, shall be delivered to COUNTY prior to the Effective Date. The Certificate(s) of Insurance shall clearly state that Palm Beach County is an "Additional Insured" as required herein. Certificate(s) of Insurance shall also endeavor to provide thirty (30) days written notice to COUNTY prior to cancellation (ten (10) days for nonpayment of premium) or non-renewal of coverage. Required insurance shall be subject to the review, acceptance and approval of COUNTY, at its reasonable discretion, as to form and types of coverage. LESSEE'S failure to maintain all insurance policies required herein shall constitute a material default of this Lease by LESSEE, entitling COUNTY to exercise any remedies available to it under this Lease, at law and in equity, including the right to immediately terminate this Lease.

7.05 Claims-Made Liability. When any of LESSEE'S liability insurance policies is provided under a Claims-Made Liability form, LESSEE agrees to the following additional special conditions:

A. The Certificate of Insurance issued to COUNTY shall clearly indicate whether the Claims-Made Liability form applies, include the retroactive date of coverage and indicate if the limits are subject to annual aggregate. In the event aggregate limits are applicable, LESSEE agrees to maintain an aggregate limit not less than three (3) times the per occurrence limit of liability required in Articles 7.01 (A.) through (E.) above.

B. LESSEE shall purchase a Supplemental Extended Reporting Period providing an additional reporting period of not less than three (3) years in the event a Claims-Made liability policy is canceled, non renewed, switched to an Occurrence Form, renewed with an advanced retroactive date, or any other event triggering the right to purchase a Supplemental Extended reporting Period during the term of this Lease. All insurance policies required hereunder may be written to include a reasonable deductible or self-insured retention, unless otherwise stated or limited. Limits on said deductible amounts may be subject to review and approval. When requested, LESSEE shall submit a copy of most recent financial statement in order to justify a particular deductible or self-insured retention amount.

7.06 Self-Insurance. The Department may allow insurance coverage required herein to be provided by LESSEE'S self-insurance plan, subject to prior written approval of COUNTY'S Risk Management Department.

7.07 Right to Review. COUNTY, by and through its Risk Management Department, in cooperation with the Department, reserves the right to periodically review any and all policies of insurance and to reasonably adjust the limits of coverage required hereunder from time to time throughout the term of this Lease. COUNTY may reject any insurer or self-insurance plan providing coverage

because of poor financial condition or failure to operate legally. In such event, COUNTY shall provide LESSEE written notice of such adjusted limits or rejection and LESSEE shall comply within thirty (30) days of receipt thereof. LESSEE shall be responsible for any premium revisions as a result of any such reasonable adjustment.

7.08 Invalidation of Policies. LESSEE shall not knowingly use or permit the use of the leased premises for any purpose which would invalidate any policies of insurance, now existing or hereafter written on the leased premises or Airport for COUNTY or LESSEE. In the event LESSEE'S acts or failure to act shall cause cancellation of any policy, then LESSEE shall immediately, prior to notification by COUNTY, take such action as is necessary to reinstate or replace the required insurance.

7.09 Deductibles, Coinsurance & Self-Insured Retention. LESSEE shall be fully and solely responsible for any deductible, coinsurance penalty or self-insured retention, including any losses, damages or expenses not covered due to an exhaustion of limits or failure to comply with the policy.

7.10 No Representation of Coverage Adequacy. LESSEE acknowledges the limits, coverages and endorsements required by this Article VII are intended to minimize liability for COUNTY. LESSEE agrees that it will not rely upon the requirements of this Article VII when assessing the extent or determining appropriate types or limits of insurance coverage to protect LESSEE against any loss exposures, whether as a result of this Lease or otherwise.

10. Article XI of the Lease is hereby deleted in its entirety and replaced with the following:

Article XI. TITLE TO IMPROVEMENTS. The Parties agree that all buildings, structures and improvements constructed or placed upon the leased premises by LESSEE are the absolute property of COUNTY, excluding the Fuel System (as hereinafter defined), and COUNTY shall have every right, title and interest therein, free and clear of any liens; and any interest in such buildings, structures, and improvements heretofore held by LESSEE, and absolute title thereto, shall be vested in COUNTY; provided, however, that COUNTY shall be entitled, at its option, to have the leased premises returned to COUNTY free and clear of some or all improvements, including, but not limited to, the Fuel System, at LESSEE'S sole cost and expense. In such event, COUNTY shall provide timely notification to LESSEE of its election to require removal of the improvements and to the extent possible, COUNTY shall notify LESSEE at least sixty (60) days prior to the termination of this Lease. If LESSEE fails to so remove said improvements, COUNTY may remove same at LESSEE'S sole cost and expense.

Notwithstanding the foregoing, LESSEE shall be fully responsible for the ownership, permitting, maintenance and liability of all components associated with the Fuel System at all times during this Lease, and any extension thereof; provided, however, that LESSEE shall not be entitled to any reimbursement or credit for any costs associated with the Fuel System and at the expiration or earlier termination of this Lease, LESSEE shall assign all right, title and interest to COUNTY or, at COUNTY'S option, a successor lessee or assignee. In the event County requires assignment of rights, title and interest in the Fuel System to a third party, Lessee hereby reserves the right to require reasonable indemnification from such third party as to any and all faults, without recourse and without any representation or warranty, expressed or implied, as to merchantability, condition or fitness or compliance with governmental requirements. In the event of removal, partial removal, or modification of the Fuel System, LESSEE shall provide a detailed closure report signed and sealed by a professional geologist or other environmental assessment prepared by an independent environmental consultant acceptable to County, and certified to Palm Beach County Board of County Commissioners, detailing the total scope of



*work completed and any associated environmental findings. For purposes of this Article XI, the "Fuel System" shall include all fuel and oil storage tanks and components thereto, all fuel and oil lines and associated distribution systems, pumps, nozzles and outlets, all fuel monitoring and alarm systems, and remediation improvements.*

11. Article XXIX of the Lease is hereby deleted in its entirety.

12. Except as specifically amended herein, all of the terms and conditions of the Lease shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the Parties hereto.

13. This Second Amendment shall become effective upon execution by the Parties hereto.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, COUNTY and LESSEE have executed this Second Amendment as of the date first written above.

ATTEST:  
SHARON R. BOCK,  
CLERK AND COMPTROLLER

PALM BEACH COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF  
FLORIDA, BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Director, Department of Airports

Signed, sealed and delivered in  
the presence of two witnesses

LESSEE:

AVIS RENT A CAR SYSTEM, INC. LLC

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Cynthia M. Hermes  
\_\_\_\_\_  
Print Name

Robert Bouta, Senior Vice President  
For Properties & Facilities for Avis Budget Car Rental, LLC  
an authorized representative of Avis Rent A Car System, LLC

\_\_\_\_\_  
Signature

Title

DAVID STARK  
\_\_\_\_\_  
Print Name

(Seal)

EXHIBIT "A"

Description of Premises Leased

PROPERTY DESCRIPTION  
PBIA LEASE PARCEL N-9  
(RENTAL CAR READY - RETURN FACILITY)

A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY, SITUATED IN SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 32; THENCE SOUTH  $03^{\circ}56'36''$  EAST, A DISTANCE OF 898.64 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $38^{\circ}15'31''$  WEST, A DISTANCE OF 638.65 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 366.00 FEET (A RADIAL LINE FROM SAID POINT BEARS NORTH  $10^{\circ}14'11''$  EAST); THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $19^{\circ}21'07''$ , AN ARC DISTANCE OF 123.62 FEET TO THE POINT OF TANGENCY; THENCE NORTH  $60^{\circ}24'42''$  WEST, A DISTANCE OF 376.58 FEET; THENCE NORTH  $38^{\circ}15'26''$  EAST, A DISTANCE OF 697.42 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 566.00 FEET (A RADIAL LINE FROM SAID POINT BEARS SOUTH  $09^{\circ}32'08''$  WEST); THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $40^{\circ}00'18''$ , AN ARC DISTANCE OF 395.19 FEET; THENCE SOUTH  $40^{\circ}27'34''$  EAST, A DISTANCE OF 110.72 FEET TO THE POINT OF BEGINNING.

# CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YYYY)  
9/9/2008

**PRODUCER**  
AON RISK SERVICES CENTRAL, INC.  
FKA AON RISK SERVICES, INC. OF MINNESOTA  
8300 NORMAN CENTER DRIVE, SUITE 400  
MINNEAPOLIS, MN 55437-1027  
TEL: (866) 283-7122

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### COMPANIES AFFORDING COVERAGE

COMPANY A	CONTINENTAL CASUALTY COMPANY
COMPANY B	PV HOLDING CORP. / BUDGET TRUCK RENTAL, LLC.
COMPANY C	AMERICAN CASUALTY COMPANY OF READING, PA
COMPANY D	TRANSPORTATION INSURANCE COMPANY
COMPANY E	OLD REPUBLIC INSURANCE COMPANY
COMPANY F	NATIONAL UNION FIRE INSURANCE CO. OF PITTSBU
COMPANY G	

**INSURED**  
AVIS BUDGET GROUP, INC.; AVIS BUDGET CAR RENTAL, LLC, ITS  
SUBSIDIARIES INCLUDING AVIS RENT A CAR SYSTEM, LLC, BUDGET  
RENT A CAR SYSTEM, INC. AND BUDGET TRUCK RENTAL, LLC.  
6 SYLVAN WAY  
PARSIPPANY, NJ 07054

### COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **LIMITS SHOWN ARE AS REQUESTED**

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owner's Contractor's Prot	GL001603190	7/1/2008	7/1/2009	General Aggregate	\$2,000,000	
					Products-Comp/OP Agg	\$2,000,000	
					Personal Injury	\$2,000,000	
					Each Occurrence	\$2,000,000	
					Fire Damage (Any one fire)	\$1,000,000	
					Med Exp (Any one person)	\$0	
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos	BUA001700830	7/1/2008	7/1/2009	Combined Single Limit	\$1,000,000	
					Bodily Injury (Per person)		
		B	SELF INSURED	7/1/2008	7/1/2009	Bodily Injury (Per accident)	
						Property Damage	
A	<b>GARAGE LIABILITY</b> <input checked="" type="checkbox"/> Any Auto	GL001603190	7/1/2008	7/1/2009	Auto Only - EA Accident	\$100,000	
					Other than Auto Only - EA Acc.	\$100,000	
					Other than Auto Only - Agg.		
F	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	5443264	7/1/2008	7/1/2009	Each Occurrence	\$4,000,000	
					Aggregate	\$4,000,000	
C D	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>	WC2091222151 - DED.	7/1/2008	7/1/2009	<input checked="" type="checkbox"/> Statutory Limits		
		WC2091222165 - CA	7/1/2008	7/1/2009	Each Accident	\$1,000,000	
		WC2091222148 - RETRO			Disease - Policy Limit	\$1,000,000	
					Disease - Each Employee	\$1,000,000	
E	Other Excess Auto Liability	MWZRD1065	7/1/2008	7/1/2009	Each Occurrence / Aggregate	\$4,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
See Attached

### CERTIFICATE HOLDER

PALM BEACH COUNTY, FLORIDA  
PALM BEACH INTERNATIONAL AIRPORT  
846 PALM BEACH INTERNATIONAL AIRPORT  
WEST PALM BEACH, FL 33406

USA

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

2717

*Aon Risk Services Central, Inc.*

**Certificate Holder:**

PALM BEACH COUNTY, FLORIDA

**Cert Number:**

2717

CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED TO THE EXTENT REQUIRED BY WRITTEN CONTRACT, AS THEIR INTEREST MAY APPEAR. THE PALM BEACH COUNTY BOARD OF COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS, C/O PALM BEACH COUNTY DEPARTMENT OF AIRPORTS, 846 PALM BEACH, FL 33406 ARE ADDITIONAL INSURED TO THE GL POLICY AND WAIVER OF SUBROGATION APPLIES WITH RESPECT TO THEIR INTEREST IN THE AIRPORT GROUND LEASE AGREEMENT WITH AVIS RENT A CAR SYSTEM, LLC.

# EVIDENCE OF PROPERTY INSURANCE

Date (MM/DD/YYYY)  
9/9/2008

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER AON RISK SERVICES CENTRAL, INC. FKA AON RISK SERVICES, INC. OF MINNESOTA 8300 NORMAN CENTER DRIVE, SUITE 400 MINNEAPOLIS, MN 55437-1027 TEL: (866) 283-7122	COMPANIES ARCH SPECIALTY INSURANCE CO., IL UNION INSURANCE CO., RSUI INDEMNITY CO., UNDERWRITER AT LLOYD'S,		
	INSURED AVIS BUDGET GROUP, INC.; AVIS BUDGET CAR RENTAL, LLC, ITS SUBSIDIARIES INCLUDING AVIS RENT A CAR SYSTEM, LLC, BUDGET RENT A CAR SYSTEM, INC. AND BUDGET TRUCK RENTAL, LLC. 6 SYLVAN WAY PARSIPPANY, NJ 07054	DOCUMENT NUMBER 187	POLICY NUMBER(S) M5JBM214792A231TIL08 NHD358580 D35876789006 ESP0022145-01 WB0800856
		EFFECTIVE DATE (MM/DD/YYYY) 7/1/2008	EXPIRATION DATE (MM/DD/YYYY) 7/1/2009
		THIS REPLACES PRIOR EVIDENCE DATED	LOAN NUMBER

## PROPERTY INFORMATION

LOCATION/DESCRIPTION  
Palm Beach International Airport, 846 Palm Beach International Airport, West Palm Beach, FL. 33406".

LIMITS SHOWN ARE AS REQUESTED

## COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE
'All Risks' Commercial Property includes Real & Personal Property & Improvements & Betterments & Business Interruption. 100% Replacement Cost.	\$10,000,000
Includes Boiler & Machinery.	\$1,000,000

## REMARKS (including Special Conditions)

CERTIFICATE HOLDER IS INCLUDED AS A MORTGAGEE OR LOSS PAYEE TO THE EXTENT REQUIRED BY WRITTEN CONTRACT, AS THEIR INTEREST MAY APPEAR.

## CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY TERMINATED, THE COMPANY WILL ENDEAVOR TO GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES.

## ADDITIONAL INTEREST

NAME AND ADDRESS PALM BEACH COUNTY DEPARTMENT OF AIRPORTS PALM BEACH INTERNATIONAL AIRPORT 846 PALM BEACH INTERNATIONAL AIRPORT WEST PALM BEACH, FL 33406-1491 USA	<input checked="" type="checkbox"/> Mortgagee	<input type="checkbox"/> Additional Insured
	<input checked="" type="checkbox"/> Loss Payee	<input type="checkbox"/> Other _____
AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc</i>		

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/09/2008

**PRODUCER**  
Aon Risk Services Central, Inc.  
fka Aon Risk Services, Inc. of Minnesota  
8300 Norman Center Drive  
Suite 1000  
Minneapolis MN 55437 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PHONE-(952) 656-8000 FAX-(312) 381-0536

INSURERS AFFORDING COVERAGE NAIC #

**INSURED**  
Avis Budget Group, Inc.; Avis Budget Car Rental, LLC, its subsidiaries including Avis Rent A Car System, LLC, Budget Rent A Car System, Inc. and Budget Truck Rental, LLC. 6 Sylvan way Parsippany NJ 07054 USA

INSURER A:	ACE American Insurance Company	22667
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

**COVERAGES** SIR May Apply

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MMDDYY)	POLICY EXPIRATION DATE(MMDDYY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	
						DAMAGE TO RENTED PREMISES (Ea occurrence)	
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	
						GENERAL AGGREGATE	
						PRODUCTS - COMP/OP AGG	
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <hr/>				COMBINED SINGLE LIMIT (Ea accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <hr/>				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC AGG	
		<b>EXCESS /UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <hr/> <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
						AGGREGATE	
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	
						E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	
A		<b>OTHER</b> Pollution Cvg	PPLG21810101005	04/09/08	04/09/09	Limit (1)	\$5,000,000
						SIR/Deductible (1)	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 The Palm Beach County Board of Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL. 33406 are additional insured and waiver of subrogation applies with respect to their interest in the

**CERTIFICATE HOLDER** **CANCELLATION**

Palm Beach County Department of Airports  
 Palm Beach International Airport  
 846 Palm Beach International Airport  
 West Palm Beach FL 33406 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Emilia J. Subban*

Holder Identifier :

Certificate No : 570030360323



**Attachment to ACORD Certificate for** Avis Budget Group, Inc.; Avis Budget

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

**INSURED**

Avis Budget Group, Inc.; Avis Budget Car Rental, LLC, its subsidiaries including Avis Rent A Car System, LLC, Budget Rent A Car System, Inc. and Budget Truck Rental, LLC. 6 Sylvan Way Parsippany NJ 07054 USA

INSURER
INSURER
INSURER
INSURER
INSURER

**ADDITIONAL POLICIES**

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Airport Ground Lease Agreement with Avis Rent A Car System, LLC.

Certificate No :

570030360323



R I D E R

To be attached to and form part of:

Bond Number 103724313  
dated 10/1/2005  
issued by the TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
in the amount of \$ 56,671.00  
on behalf of AVIS RENT A CAR SYSTEM, LLC  
(Principal)  
and in favor of PALM BEACH COUNTY  
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

**The bond amount shall be amended:**

**FROM: \$56,671.**

**TO: \$96,406.05**

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 15th day of July, 2008.

Signed, Sealed & Dated this 15th day of July, 2008.

AVIS RENT A CAR SYSTEM, LLC.

By: Veronica Weston  
(Principal)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
(Surety)


By: Sandra Martinez  
Sandra Martinez, Attorney-in-Fact

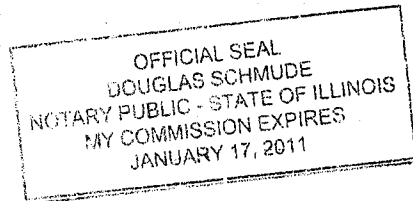
ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS  
COUNTY OF COOK

On this 15<sup>th</sup> day of July, 2008, before me, Douglas Schmude, a Notary Public, within and for said County and State, personally appeared Sandra Martinez to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public in the State of Illinois  
County of Cook





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215800

Certificate No. 002382786

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas J. Joslin, Karen Daniel, Kathleen J. Mailes, Linda Iser, Sandra Martinez, Susan A. Welsh, Susan J. Preiksa, Geoffrey E. Heekin, Marcia K. Cesafsky, Patricia M. Doyle, and Richard A. Moore Jr.

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of October 2007

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 11th day of October, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15<sup>th</sup> day of July, 2008

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kori M. Johanson*  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**SECOND AMENDMENT TO AIRPORT GROUND LEASE AGREEMENT  
BETWEEN PALM BEACH COUNTY AND  
DTG OPERATIONS, INC.**

This Second Amendment to Airport Ground Lease Agreement (this "Second Amendment") is made and entered into \_\_\_\_\_, 20\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY"), and DTG Operations, Inc. whose address is 5330 East 31<sup>st</sup> Street, Tulsa, OK 74135 ("LESSEE")(hereinafter collectively referred to as the "Parties").

WITNESSETH:

**WHEREAS**, COUNTY, by and through its Department of Airports (the "Department"), owns and operates the Palm Beach International Airport (the "Airport") located in Palm Beach County, Florida; and

**WHEREAS**, COUNTY and Value Rent-A-Car, Inc. ("Value") entered into that certain Airport Ground Lease Agreement dated October 5, 1993 (R-93-1267D), as amended and assigned, (the "Lease") which provided for the lease of ground area to Value for the purpose of constructing auto storage and service facilities in connection with Value's operation as an airport rental car concessionaire at the Airport; and

**WHEREAS**, by that certain Assignment of Airport Ground Lease Agreement dated October 5, 1993, between Value and National Car Rental System, Inc., a Delaware corporation ("National") dated December 4, 1997, and consented to by COUNTY on December 16, 1997 (R-97-2118D) (the "First Assignment of Lease"), Value assigned and transferred to National, its successors and assigns, and National assumed from Value, all of Value's rights, interests, privileges and obligations in, to and under the Lease; and

**WHEREAS**, by that certain Assignment and Assumption of Airport Ground Lease Agreement between National and South Florida Transport, Inc., a Florida corporation, d/b/a Thrifty Car Rental ("South Florida"), and consented to by COUNTY on August 27, 2002 (R-2002-1492) (the "Second Assignment of Lease"), National assigned and transferred to South Florida, its successors and assigns, and South Florida assumed from National, all of National's rights, interests, privileges and obligations in, to and under the Lease; and

**WHEREAS**, COUNTY and South Florida amended the Lease by that certain First Amendment to Airport Ground Lease Agreement between COUNTY and South Florida dated August 27, 2002 (R-2002-1497) (the "First Amendment"); and

**WHEREAS**, COUNTY and South Florida entered into that certain Airport Rental Car Lease and Concession Agreement dated September 9, 2003 (R2003-1343) (the "Rental Car Concession Agreement"), which provides LESSEE with the non-exclusive right to operate a rental car concession at the Airport; and

**WHEREAS**, by that certain Assignment and Assumption Agreement between South Florida and DTG Operations, Inc., effective October 1, 2003, and consented to by COUNTY on September 23, 2003 (R-2003-1535), South Florida assigned and transferred to DTG Operations, Inc., its successors and assigns, and DTG Operations, Inc., assumed from South Florida, all of South Florida's rights, interests, privileges and obligations in, to and under the Rental Car Concession Agreement; and

**WHEREAS**, by that certain Assignment and Assumption Agreement between South Florida and DTG Operations, Inc., effective October 1, 2003, and consented to by COUNTY on September 23, 2003 (R-2003-1536) (the "Third Assignment of Lease"), South Florida assigned and transferred to DTG Operations, Inc., its successors and assigns, and DTG Operations, Inc., assumed from South Florida, all of South Florida's rights, interests, privileges and obligations in, to and under the Lease; and

**WHEREAS**, COUNTY and LESSEE desire to extend the term of the Lease; and

**WHEREAS**, the Parties hereto desire to amend the Lease in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the Parties hereby expressly acknowledge, the Parties hereto covenant and agree to the following terms and conditions:

1. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Lease.

2. Article 1.01 of the Lease is hereby deleted in its entirety and replaced with the following:

*1.01. Term. This Lease shall commence and be effective on October 24, 1993 and shall expire on December 31, 2009, unless terminated earlier as provided for herein.*

3. Article 1.02 of the Lease is hereby deleted in its entirety and replaced with the following:

*1.02. Transition. In the event that at any time during the term of this Lease LESSEE'S privileges to operate a rental car concession at the Airport shall be withdrawn, cancelled, or not renewed, COUNTY shall have the right to terminate this Lease upon the expiration or earlier termination of the Rental Car Concession Agreement. LESSEE expressly acknowledges that such termination of this Lease shall be without credit, buy-out, compensation or other payment by COUNTY to LESSEE.*

4. Article 2.01 of the Lease is hereby deleted in its entirety and replaced with the following:

*2.01 Description of Premises Leased. The premises hereby leased consist of that certain parcel of land containing a total of 303,872 square feet, being situated on the Airport in Section 32, Township 43 South, Range 43 East, Palm Beach County, Florida, described in Exhibit "A" attached hereto and made a part hereof, and as further described in Palm Beach County Engineering Services Drawing No. S-3-08-2826, Lease Parcel N-8, dated 6/8/08.*

5. Article 3.01 of the Lease is hereby deleted in its entirety and replaced with the following:

*3.01. Rental.*

*A. Ground Rental. For the 303,872 square feet of ground area as described in Exhibit "A", rental shall be paid to COUNTY by LESSEE at the rate of \$0.65 per square foot, for a total of \$197,516.80 per annum, plus sales tax, if applicable.*

*B. Improvement Rental. For the improvements leased hereby, rental shall be paid to COUNTY by LESSEE at the rate of \$141,504.70 per annum, plus sales tax, if applicable.*

6. Article 3.04 of the Lease is hereby deleted in its entirety and replaced with the following:

3.04. Commencement and Time of Payment. Payment of all rentals due and payable by LESSEE to COUNTY as set forth in Article 3.01(A) shall commence as of the Effective Date of the Lease. Payment of all rentals due and payable by LESSEE to COUNTY as set forth in Article 3.01(B) shall commence on November 1, 2008. Rentals shall be payable in equal monthly installments, in advance, without demand and without any deduction, holdback or set off whatsoever, by the first day of each and every month throughout the term of the Lease and any extension thereof. All sums due hereunder shall be delivered to the Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406, or at such other address as may be directed by the Department from time to time.

7. The Lease is hereby amended to add the following Article 6.07:

6.07. Required Repairs. LESSEE agrees that it shall complete, at its sole cost and expense, the repairs, renovations and improvements on the leased premises as set forth in Exhibit "B", attached hereto and made a part hereof (the "Required Repairs"). The Department may approve alternative repairs, renovations and improvements that, in the Department's sole and absolute discretion, serve to accomplish the same purpose. LESSEE shall complete all Required Repairs on or before June 30, 2009, unless otherwise approved in writing by the Department. All repairs, renovations and improvements shall be completed in accordance with Article IV of the Lease, including approval of plans and construction bond requirements.

8. The Lease is hereby amended to add the following Article 3.06:

3.06. Credit for Required Repairs. Subject to the requirements of this Article 3.06, LESSEE shall be entitled to rental credit for a portion of LESSEE'S expenses associated with completion of the Required Repairs, which are identified as "Eligible for Rental Credit" in the attached Exhibit "B", in an amount not to exceed the lesser of: Fifty Thousand Dollars and 00/100 (\$50,000.00) or LESSEE'S Repair Costs (as hereinafter defined) ("Rental Credit"). For purposes of this Article 3.06, the term "Repair Costs" shall mean all necessary and reasonable costs incurred by LESSEE to complete the Required Repairs that are eligible for Rental Credit hereunder ("Repair Costs"), subject to the following terms, conditions and limitations:

A. No more than twelve (12%) percent of payments made by LESSEE to independent contractors for engineering and architectural design work may be included in the Repair Costs.

B. Only true third party costs and payments made by LESSEE shall be included in the Repair Costs.

C. Legal fees and accountant fees shall not be included in the Repair Costs. Finance and interest expenses shall not be included in the Repair Costs. Administrative, supervisory and overhead or internal costs of LESSEE shall not be included in the Repair Costs.

Upon completion of the Required Repairs, LESSEE shall submit a certified cost report executed by its Chief Financial Officer, in a form and detail reasonably satisfactory to the Department, certifying the Repair Costs claimed by LESSEE have been paid ("Cost Report") for review and approval of the Department. The Cost Report shall identify each of the Required Repairs completed as well as the associated Repair Costs for each of the Required Repairs. Copies of all invoices and receipts shall be submitted with the Cost Report. LESSEE shall submit such other documentation as reasonably requested by Department to verify the Repair Costs claimed by LESSEE. Following approval of the Cost Report, the Rental Credit shall be credited against future rentals due and payable to COUNTY pursuant to Article 3.01 in the manner mutually agreed to by LESSEE and the Department. LESSEE acknowledges and agrees that the Rental Credit shall not

be in the form of a cash payment to LESSEE and that COUNTY shall have no obligation whatsoever to reimburse LESSEE upon the expiration or earlier termination of this Lease in the event the full amount of the Rental Credit has not yet been exhausted.

9. Article VII of the Lease is hereby deleted in its entirety and replaced with the following:

**ARTICLE VII**  
**INSURANCE REQUIREMENTS**

7.01 Insurance Requirements. LESSEE, at its sole cost and expense, shall maintain in full force and effect throughout the term of this Lease the insurance coverages, limits and endorsements required herein. Neither the requirements contained in this Article VII, nor COUNTY'S review or acceptance of insurance, shall in any manner limit or qualify the liabilities and obligations assumed by LESSEE hereunder.

A. Property, Wind & Flood Insurance. LESSEE shall maintain Property Insurance in an amount not less than 100% of the total replacement cost of any buildings, betterments and improvements located on the leased premises, including those made by or on behalf of LESSEE to the buildings. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special – Cause of Loss (All-Risk) form and include an endorsement for Ordinance & Law in an amount not less than 25% of the Property Insurance limit. LESSEE shall maintain Flood Insurance, regardless of the flood zone, in an amount not less than 100% of the total replacement cost of the buildings, betterments and improvements on the leased premises, including those made by or on behalf of LESSEE, or the maximum amount available from the National Flood Insurance Program, whichever is less. LESSEE shall maintain Windstorm Insurance, unless included as a covered peril in the Property Insurance, in an amount not less than 100% of the total replacement cost of the buildings, betterments and improvements made by or on behalf of LESSEE to the leased premises or the maximum amount available under the Florida Windstorm Underwriting Association, whichever is less. LESSEE shall cause COUNTY to be endorsed as a "Loss Payee" on the policies. The "Loss Payee" endorsement shall provide coverage on a primary basis and shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406."

B. Pollution Legal Liability. LESSEE shall maintain Pollution Liability, or similar Environmental Impairment Liability, at a minimum limit not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate, providing coverage for damages including, but not limited to, third-party liability, clean up, corrective action including assessment, remediation and defense costs. Coverage requirement may be satisfied either by purchase of separate insurance policy or by appropriate endorsement to the Commercial General Liability policy.

C. Business Automobile Liability Insurance. LESSEE shall maintain Business Automobile Liability Insurance covering all Owned, Hired, and Non-Owned Vehicles used on the Airport in an amount of not less than \$1,000,000 Combined Single Limit per occurrence for Bodily Injury (including death) and Property Damage Liability. Notwithstanding the foregoing, if the scope and conduct of LESSEE'S operations under this Lease do not involve the operation, ownership or use of any vehicle, then this requirement shall include automobile liability for Hired & Non-Owned vehicles only. Coverage shall be provided on a primary basis.

D. Commercial General Liability Insurance. LESSEE shall maintain Commercial General Liability Insurance at limits of not less than



\$5,000,000 Combined Single Limit per occurrence for Personal Injury, Bodily Injury (including death) and Property Damage Liability and shall include, but not be limited to, Premises and Operations, Personal Injury, Products-Completed Operations and Contractual Liability. Coverage shall be underwritten by a company or companies, which may be subject to the acceptance of COUNTY, in its reasonable discretion. Coverage shall be provided on a primary basis.

E. Workers Compensation Insurance. LESSEE shall maintain Workers Compensation Insurance applying to all employees for Statutory Limits in compliance with Chapter 440, Florida Statutes and applicable Federal Laws. Coverage shall include Employers Liability with minimum limits of \$100,000 Each Accident, \$500,000 Disease-Policy Limit, and \$100,000 Disease-Each Employee unless otherwise stated. In the event LESSEE subcontracts any portion of the work or services under this Lease to another party, LESSEE shall be responsible for ensuring its subcontractors maintain Worker's Compensation & Employers Liability Insurance.

7.02 Waiver of Subrogation. LESSEE hereby waives any and all right of recovery against the COUNTY arising out of damage or destruction of the leased premises or any other property on the Airport from causes included under any property insurance policies to the extent such damage or destruction is covered by the proceeds of such policies but only to the extent that the insurance policies then in force permit such waiver. When required by an insurer, or if a policy condition will not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, LESSEE shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. The foregoing requirements shall not apply to any policy that specifically prohibits such an endorsement or voids coverage if LESSEE enters into such an agreement on a pre-loss basis.

7.03 Additional Insured. LESSEE shall endorse COUNTY as an "Additional Insured" on LESSEE'S Commercial General Liability Insurance and Pollution Liability Insurance. The "Additional Insured" endorsements shall provide coverage on a primary basis. The "Additional Insured" endorsement shall read: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406".

7.04 Certificate of Insurance. A signed Certificate or Certificates of Insurance, evidencing that required insurance coverage(s) has been procured or maintained by LESSEE in the types and amount(s) required hereunder, shall be delivered to COUNTY prior to the Effective Date. The Certificate(s) of Insurance shall clearly state that Palm Beach County is an "Additional Insured" as required herein. Certificate(s) of Insurance shall also endeavor to provide thirty (30) days written notice to COUNTY prior to cancellation (ten (10) days for nonpayment of premium) or non-renewal of coverage. Required insurance shall be subject to the review, acceptance and approval of COUNTY, at its reasonable discretion, as to form and types of coverage. LESSEE'S failure to maintain all insurance policies required herein shall constitute a material default of this Lease by LESSEE, entitling COUNTY to exercise any remedies available to it under this Lease, at law and in equity, including the right to immediately terminate this Lease.

7.05 Claims-Made Liability. When any of LESSEE'S liability insurance policies is provided under a Claims-Made Liability form, LESSEE agrees to the following additional special conditions:

A. The Certificate of Insurance issued to COUNTY shall clearly indicate whether the Claims-Made Liability form applies, include the retroactive date of coverage and indicate if the limits are subject to annual

aggregate. In the event aggregate limits are applicable, LESSEE agrees to maintain an aggregate limit not less than three (3) times the per occurrence limit of liability required in Articles 7.01 (A.) through (E.) above.

B. LESSEE shall purchase a Supplemental Extended Reporting Period providing an additional reporting period of not less than three (3) years in the event a Claims-Made liability policy is canceled, non renewed, switched to an Occurrence Form, renewed with an advanced retroactive date, or any other event triggering the right to purchase a Supplemental Extended reporting Period during the term of this Lease. All insurance policies required hereunder may be written to include a reasonable deductible or self-insured retention, unless otherwise stated or limited. Limits on said deductible amounts may be subject to review and approval. When requested, LESSEE shall submit a copy of most recent financial statement in order to justify a particular deductible or self-insured retention amount.

7.06 Self-Insurance. The Department may allow insurance coverage required herein to be provided by LESSEE'S self-insurance plan, subject to prior written approval of COUNTY'S Risk Management Department.

7.07 Right to Review. COUNTY, by and through its Risk Management Department, in cooperation with the Department, reserves the right to periodically review any and all policies of insurance and to reasonably adjust the limits of coverage required hereunder from time to time throughout the term of this Lease. COUNTY may reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, COUNTY shall provide LESSEE written notice of such adjusted limits or rejection and LESSEE shall comply within thirty (30) days of receipt thereof. LESSEE shall be responsible for any premium revisions as a result of any such reasonable adjustment.

7.08 Invalidation of Policies. LESSEE shall not knowingly use or permit the use of the leased premises for any purpose which would invalidate any policies of insurance, now existing or hereafter written on the leased premises or Airport for COUNTY or LESSEE. In the event LESSEE'S acts or failure to act shall cause cancellation of any policy, then LESSEE shall immediately, prior to notification by COUNTY, take such action as is necessary to reinstate or replace the required insurance.

7.09 Deductibles, Coinsurance & Self-Insured Retention. LESSEE shall be fully and solely responsible for any deductible, coinsurance penalty or self-insured retention, including any losses, damages or expenses not covered due to an exhaustion of limits or failure to comply with the policy.

7.10 No Representation of Coverage Adequacy. LESSEE acknowledges the limits, coverages and endorsements required by this Article VII are intended to minimize liability for COUNTY. LESSEE agrees that it will not rely upon the requirements of this Article VII when assessing the extent or determining appropriate types or limits of insurance coverage to protect LESSEE against any loss exposures, whether as a result of this Lease or otherwise.

10. Article XI of the Lease is hereby deleted in its entirety and replaced with the following:

Article XI. TITLE TO IMPROVEMENTS. The Parties agree that all buildings, structures and improvements constructed or placed upon the leased premises by LESSEE are the absolute property of COUNTY, excluding the Fuel System (as hereinafter defined), and COUNTY shall have every right, title and interest therein, free and clear of any liens; and any interest in such buildings, structures, and improvements heretofore held by LESSEE, and absolute title thereto, shall be vested in COUNTY; provided, however, that COUNTY shall be entitled, at its option, to have the leased premises returned to COUNTY free and

clear of some or all improvements, including, but not limited to, the Fuel System, at LESSEE'S sole cost and expense. In such event, COUNTY shall provide timely notification to LESSEE of its election to require removal of the improvements and to the extent possible, COUNTY shall notify LESSEE at least sixty (60) days prior to the termination of this Lease. If LESSEE fails to so remove said improvements, COUNTY may remove same at LESSEE'S sole cost and expense.

Notwithstanding the foregoing, LESSEE shall be fully responsible for the ownership, permitting, maintenance and liability of all components associated with the Fuel System at all times during this Lease, and any extension thereof; provided, however, that LESSEE shall not be entitled to any reimbursement or credit for any costs associated with the Fuel System and at the expiration or earlier termination of this Lease, LESSEE shall assign all right, title and interest to COUNTY or, at COUNTY'S option, a successor lessee or assignee. In the event County requires assignment of rights, title and interest in the Fuel System to a third party, Lessee hereby reserves the right to require reasonable indemnification from such third party as to any and all faults, without recourse and without any representation or warranty, expressed or implied, as to merchantability, condition or fitness or compliance with governmental requirements. In the event of removal, partial removal, or modification of the Fuel System, LESSEE shall provide a detailed closure report signed and sealed by a professional geologist or other environmental assessment prepared by an independent environmental consultant acceptable to County, and certified to Palm Beach County Board of County Commissioners, detailing the total scope of work completed and any associated environmental findings. For purposes of this Article XI, the "Fuel System" shall include all fuel and oil storage tanks and components thereto, all fuel and oil lines and associated distribution systems, pumps, nozzles and outlets, all fuel monitoring and alarm systems, and remediation improvements.

11. Article XXIX of the Lease is hereby deleted in its entirety.

12. Except as specifically amended herein, all of the terms and conditions of the Lease shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the Parties hereto.

13. This Second Amendment shall become effective upon execution by the Parties hereto.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, COUNTY and LESSEE have executed this Second Amendment as of the date first written above.

ATTEST:  
SHARON R. BOCK,  
CLERK AND COMPTROLLER

PALM BEACH COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF  
FLORIDA, BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: *Dean W. Strickland*  
Director, Department of Airports

Signed, sealed and delivered in  
the presence of two witnesses

LESSEE:

DTG Operations, Inc.

*V. J. Vaniman*  
Signature **Vicki J. Vaniman**  
**Secretary**

By: *Dean W. Strickland*  
Signature **Dean W. Strickland**  
**V.P., Properties & Concessions**

Print Name

Print Name

*Joy Jones*  
Signature

Title

Joy Jones  
Print Name

(Seal)

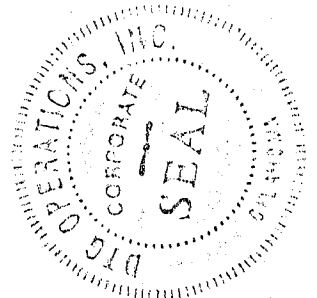


EXHIBIT "A"

Description of Premises Leased

PROPERTY DESCRIPTION  
PBIA LEASE PARCEL N-8  
(RENTAL CAR READY - RETURN FACILITY)

A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY, SITUATED IN SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 32; THENCE SOUTH  $03^{\circ}56'36''$  EAST, A DISTANCE OF 898.64 FEET; THENCE NORTH  $40^{\circ}27'34''$  WEST, A DISTANCE OF 110.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 566.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $40^{\circ}00'18''$ , AN ARC DISTANCE OF 395.19 FEET TO A NON-TANGENT LINE AND THE POINT OF BEGINNING; THENCE SOUTH  $38^{\circ}15'26''$  WEST, A DISTANCE OF 697.42 FEET; THENCE NORTH  $60^{\circ}24'42''$  WEST, A DISTANCE OF 376.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 206.00 FEET; THENCE WESTERLY, NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $151^{\circ}59'04''$ , AN ARC DISTANCE OF 546.44 FEET TO THE POINT OF TANGENCY; THENCE SOUTH  $88^{\circ}25'38''$  EAST, A DISTANCE OF 551.82 FEET; THENCE SOUTH  $29^{\circ}01'10''$  WEST, A DISTANCE OF 21.14 FEET; THENCE SOUTH  $60^{\circ}31'53''$  EAST, A DISTANCE OF 24.38 FEET; THENCE NORTH  $29^{\circ}01'10''$  EAST, A DISTANCE OF 33.97 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 566.00 FEET (A RADIAL LINE FROM SAID POINT BEARS SOUTH  $02^{\circ}06'53''$  WEST); THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $07^{\circ}25'16''$ , AN ARC DISTANCE OF 73.31 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

REQUIRED REPAIRS (N-8)

Item No.	Location / Area	Description / Condition	Required Repairs	Eligible for Rental Credit
<b>Architectural</b>				
1	Fascia	Drip Edge separated from Building @ various locations.	Drip Edge @ joint w/ Porte-Cochere needs to be resealed. Also reseal @ roof interface and reattach Drip edge to wall.	YES
2	Fuel Tank Canopy	Steel Structure has Corrosion.	Brush, reprime and repaint steel.	YES
3	Roof	Steel Structure has Corrosion.	Brush, reprime and repaint steel.	YES
4	Carwash Structure	Steel Columns and base plates have corrosion.	Sand, reprime and repaint.	YES
5	Carwash Structure	Corrosion @ NW Column possible structural weakening.	Sand, reprime and repaint. Also splice at corroded section if needed.	YES
6	Customer Service Area	Public Restrooms, drinking fountains and customer counter do not meet current handicap standards.	Renovations/alterations to make accessible per DTAG-Access Now Settlement Agreement specifications	YES
7	Lobby Area	Interior and Exterior of Storefront Entry dirty w/ scuff marks. Weather seal damaged along sill @ North Wall.	Chemically clean frames/ reseal sill.	NO
8	North Façade	Sill is damaged on east side of west window on north facade.	Replace or repair as required.	NO
9	Equipment Room	Equipment Room Hollow Metal Door and Louver is rusted.	Sand/ Repaint and replace louver if necessary.	NO
10	Roof	Antenna is bent.	Repair or replace antenna.	NO
11	Roof Equipment Screen	Equipment Screen structure is rusted.	Sand and reprime.	NO
12	Roof	Condensate lines are loose.	Tie down condensate lines.	NO
13	Lobby	Window tint is damaged.	Window tint needs to be replaced on east most windows of south façade. Evaluate other windows on a case by case basis.	NO
14	Ceiling	Light fixtures and HVAC diffusers are dirty and some are rusted.	Clean out as required.	NO
15	Office Area	Carpet in Office Areas is dirty and appears to be the original.	Replace carpeting.	NO
16	Interior	Most vinyl bases are dirty and not well adhered to wall.	Clean, reseal and replace where required.	NO
17	Lobby Area	Wall covering is dirty and not properly adhering to wall.	Repair or replace wall covering (preferably with moisture resistant paint).	NO
18	Office Area	Ceiling frames along exterior walls rusted.	Sand and paint or replace framing. Investigate for moisture problem.	NO
19	Fuel Tank Canopy	Ceiling and Light Fixtures are dirty, plumbing line is rusted.	Clean, sand and repaint.	NO
20	Fuel Tank Canopy	Corner of Column closest to building is corroded.	Sand and repaint to match existing.	NO
21	Exterior Doors	There is evidence of corrosion on exterior doors and louvers.	Clean, sand and paint to match original.	NO
22	Parts Room Door	Parts Room double doors are misaligned.	Repair and rehang double doors.	NO
23	Soffit	There is a hole in the panel from old wiring.	Remove and disconnect wiring, fill in hole.	NO
24	Exterior Walls	Drip Edge separated from Building on south wall.	Reattach drip edge.	NO
25	Service Bays	Wood frames for overhead doors are rotted.	Replace rotted overhead doors wood frames at several locations.	NO
26	Service Bays	Floor Drain Covers are damaged.	Replace Floor Drain covers.	NO
27	Roof	Roof Drain Cover is missing.	Replace Roof Drain Cover.	NO
28	Carwash Soffit	Soffit Panels and Light Fixtures are stained.	Powerwash and apply chemical resistant film.	NO
<b>Civil/Str</b>				
1	S. of Wash Building	Chemicals from storage area have leaked into the bus storage, causing pavement damage.	Re-Seal the shuttle bus parking areas.	YES
2	Chemical Storage-Car Wash	Chemicals are degrading pavement surface.	Provide concrete pavement containment area for chemical storage.	YES
3	N. Central Entrance	Irrigation Valve Box is broken; top does not lock to protect meter and valve.	Replace and secure irrigation valve box.	NO
<b>Fueling Facilities</b>				
1	FUEL ISLAND	GAS DISPENSERS, MISSING COVERS	REPLACE MISSING AND DAMAGED COVERS, INCLUDING SIDE COVERS	YES
2	FUEL ISLAND	DIESEL DISPENSER POOR CONDITION	REPLACE DAMAGED AND RUSTED SIDE PANEL	YES
3	TANK FIELD	WASTE OIL AND NEW OIL	OBTAIN COMPLIANCE WITH 2009 DEP REQUIREMENTS BY UPGRADING LINES TO DOUBLE-WALL, OR REMOVING UNDERGROUND LINES, TANKS AND RELATED IMPROVEMENTS AND REPLACING WITH ABOVE-GROUND LINES AND TANKS.	YES
4	TANK FIELD	STORAGE TANK FIELD, GAS	PROPERLY I.D. FILLS	NO
5	TANK FIELD	STORAGE TANK FIELD, DIESEL	PROPERLY I.D. FILLS	NO
6	TANK FIELD	TANK MONITORING SYSTEM	REPLACE DAMAGED SENSOR CAP	NO

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# CERTIFICATE OF INSURANCE

Date:  
(MM/DD/YY)  
8/25/2008

**PRODUCER**  
Lockton Companies, LLC  
5847 San Felipe, Suite 320  
Houston, TX 77057  
866-260-3538 (Phone)  
866-492-1055 (Fax)  
This certificate voids and supersedes any previously issued certificate.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

**INSURED:**  
DTG Operations, Inc.  
5330 East 31st  
Tulsa, OK 74135

Insurer A:	Illinois Union Insurance Company
Insurer B:	
Insurer C:	
Insurer D:	
Insurer E:	

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY BE EXHAUSTED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (ANY ONE FIRE)
	OCCURRENCE				PERSONAL & ADV INJURY
	XCU INCLUDED				GENERAL AGGREGATE
	ISO FORM CG 00 01 10 01				PRODUCTS/COMP. OP. AGG
	EXCESS GENERAL LIABILITY				
	<b>AUTOMOBILE LIABILITY</b>				
	ALL OWNED AUTOS				
	HIRED AUTOS				
	NON-OWNED AUTOS				
	<b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b>				
	<b>GARAGE LIABILITY</b>				
	OTHER THAN AUTO ONLY				
A	<b>STORAGE TANK LIABILITY</b>	USTG23565717-004	5/1/2008	5/1/2009	Per Storage Tank Incident Limit \$ 1,000,000 Aggregate All Storage Tank Incidents Limit \$ 5,000,000

**REMARKS: DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT PROVISIONS:**

Additional Insured in favor of Palm Beach County Board of County Commissioners c/o Palm Beach County Department of Airports where required by written contract.

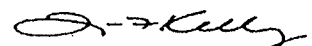
**CERTIFICATE HOLDER:**

Palm Beach County Board of County Commissioners  
c/o Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406

**CANCELLATION:**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES, \*EXCEPT 10 DAYS NOTICE FOR NON-PAYMENT.

**AUTHORIZED REPRESENTATIVE:**



**STORAGE TANK CERTIFICATE OF INSURANCE TO  
DEMONSTRATE FINANCIAL RESPONSIBILITY  
STATE OF FLORIDA**

**Facility Name and Address:**

1. DTG located at 3100 S. Federal Highway in Ft. Lauderdale, FL 33316
2. DTG located at 17114 US 19 North in Clearwater, FL 33764
3. Thrifty located at 1600 NE 7<sup>th</sup> Avenue in Dania, FL 33004
4. DTG located at 275 Coral Sea Drive in Daytona, FL 32124
5. DTG located at 600 Terminal Drive in Ft. Lauderdale, FL 33315
6. DTG located at 16050 Chamberlin Parkway in Ft. Myers, FL 33913
7. Thrifty located at 2400 Miami Road in Hollywood, FL 33316
8. DTG located at 2024 Rental Car Lane in Jacksonville, FL 32218
9. DTG located at 3495 Roosevelt Boulevard in Key West, FL 33040
10. DUAL located at 3670 S. River Drive in Miami, FL 33142
11. Thrifty located at 2875 NW Lejeune Road in Miami, FL 33142
12. DTG located at 1300 Airport Road in Naples, FL 34104
13. DTG located at 2510 Jet Port Drive in Orlando, FL 32809
14. Thrifty located at 5600 Butler National Drive in Orlando, FL 32812
15. DTG located at 9201 Airport Road in Orlando, FL 32827
16. DTG located at 6208 N. 9<sup>th</sup> Avenue in Pensacola, FL 32504
17. DTG located at 2100 Red Cleveland Boulevard in Sanford, FL 32773
18. DTG located at 1150 Rental Car Road in Sarasota, FL 34243
19. DTG located at 4720 Spruce Street in Tampa, FL 33607
20. Thrifty – Tampa Airport located at 5107 W. Spruce Street in Tampa, FL 33607
21. Thrifty – Tampa – On Airport (QTA) located at 5107 W. Spruce Street in Tampa, FL 33607
22. DTG – Tampa – On Airport (QTA) located at 5107 W. Spruce Street in Tampa, FL 33607
23. DTG located at 2401 Turnage Boulevard in West Palm Beach, FL 33406
24. DTG located at 2600 Turnage Boulevard in West Palm Beach, FL 33406

**Insurer Name and Address:**

Illinois Union Insurance Company c/o ACE Environmental Risk, P.O. Box 1000, 436 Walnut Street WA07A, Philadelphia, PA 19106

**Policy Number:**

UST G23565717 004

**Policy Period:**

From 12:01am May 1, 2008 to 12:01am May 1, 2009

**Insured Name and Address:**

Dollar Thrifty Automotive Group, Inc. et al located at 5330 E. 31<sup>st</sup> Street in Tulsa, OK 74135

- I. Illinois Union Insurance Company, the Insurer, as identified above, hereby certifies that it has issued liability insurance covering the following Storage Tanks:



<u>Facility No. (from above)</u>	<u>Identification No.</u>	<u>Number of Tanks (UST/AST)</u>
1. 3100 S. Federal Highway	06-8733221	2/2
2. 17114 US 19 North	52-9203060	0/1
3. 1600 NE 7 <sup>th</sup> Avenue	9804770	0/1
4. 275 Coral Sea Drive	64-9300115	0/1
5. 600 Terminal Drive	9806250	6/0
6. 16050 Chamberlin Parkway	36-8627611	1/1
7. 2400 Miami Road	9804578	1/0
8. 2024 Rental Car Lane	16-9600053	0/1
9. 3495 Roosevelt Boulevard	44-8841250	1/0
10. 3670 S. River Drive	9804057	0/2
11. 2875 NW Lejeune Road	9100481	2/0
12. 1300 Airport Road	11-9800552	0/1
13. 2510 Jet Port Drive	48-8943766	5/0
14. 5600 Butler National Drive	9803249	1/0
15. 9201 Airport Road	48-9045952	2/0
16. 6208 N. 9 <sup>th</sup> Avenue	9804507	0/1
17. 2100 Red Cleveland Boulevard	59-9600773	1/0
18. 1150 Rental Car Road	41-9401965	0/1
19. 4720 Spruce Street	29-8624882	1/0
20. 5107 W. Spruce Street	29-8625617	0/3
21. 5107 W. Spruce Street	9401859	1/0
22. 5107 W. Spruce Street	9201931	1/0
23. 2401 Turnage Boulevard	50-8943378	1/0
24. 2600 Turnage Boulevard	50-8944439	5/0

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for taking corrective action and/or compensating third parties for bodily injury and property damage caused by either sudden accidental releases or non-sudden accidental releases or accidental releases in accordance with and subject to the limits of liability, exclusions, conditions, and other terms of the Policy arising from operating the storage tanks identified above.

The Limits of Liability are:

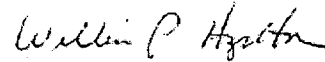
- a. \$1,000,000                                  Each Occurrence
- b. \$5,000,000                                  Annual Aggregate

exclusive of legal defense costs, which are subject to a separate limit under the policy. This coverage is provided under UST G23565717 004. The effective date of said policy is May 1, 2008.

- II. The Insurer further certifies the following with respect to the insurance described in Paragraph I:
  - A. Bankruptcy or insolvency of the "insured" shall not relieve the Insurer of its obligations under the Policy to which this certificate applies.
  - B. The Insurer is liable for the payment of amounts within any deductible applicable to the Policy to the provider of corrective action or a damaged third-party, with a right of reimbursement by the "insured" for any such payment made by the Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in 40 CFR 280.95-280.102.
  - C. Whenever requested by a Director of an implementing agency, the Insurer agrees to furnish to (the Director) a signed duplicate original of the Policy and all endorsements.

- D. Cancellation or any other termination of the insurance by the Insurer, except for non-payment of premium or misrepresentation by the "insured", will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the "insured". Cancellation for non-payment of premium or misrepresentation by the "insured" will be effective only upon written notice and only after expiration of a minimum of 10 days after a copy of such written notice is received by the "insured".
- E. The insurance covers "claims" otherwise covered by the Policy that are reported to the Insurer within six months of the effective date of cancellation or non-renewal of the Policy except where the new or renewed Policy has the same Retroactive Date or a Retroactive Date earlier than that of the prior policy, and which arise out of any covered occurrence that commenced after the Policy Retroactive Date, if applicable, and prior to such renewal or termination date. "Claims" reported during such "extended reporting period" are subject to the terms, conditions, limits, including limits of liability, and exclusions of the Policy.

I hereby certify that the wording of this instrument is identical to the wording in 40 CFR 280.97 (b) (2) and that the Insurer is eligible to provide insurance as an excess or surplus lines insurer in one or more states.



\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
William P. Hazelton

Name

\_\_\_\_\_  
Sr. Vice President - ACE Environmental Risk

Title

\_\_\_\_\_  
436 Walnut Street, Philadelphia, PA 19106

Address

# CERTIFICATE OF INSURANCE

Date:  
(MM/DD/YY)  
8/19/2008

**PRODUCER**  
Lockton Companies, LLC  
5847 San Felipe, Suite 320  
Houston, TX 77057  
866-260-3538 (Phone)  
866-492-1055 (Fax)  
This certificate voids and supersedes any previously issued certificate.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

**INSURED:**  
DTG Operations, Inc.  
5330 East 31st  
Tulsa, OK 74135

Insurer A: ACE American Insurance Company  
Insurer B: Self Insured  
Insurer C: AmeriGuard Risk Retention Group, Inc.  
Insurer D: Indemnity Insurance Co. of NA  
Insurer E: Lexington Insurance Company

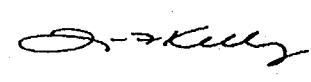
### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY BE EXHAUSTED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	HDOG23736482	2/1/2008	2/1/2009	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (ANY ONE FIRE) \$ 500,000
	<input checked="" type="checkbox"/> OCCURRENCE				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> XCU INCLUDED				GENERAL AGGREGATE \$ 1,000,000
	<input type="checkbox"/> ISO FORM CG 00 01 10 01				PRODUCTS/COMP. OP. AGG \$ 1,000,000
C	<input checked="" type="checkbox"/> EXCESS GENERAL LIABILITY	AMGGL080201	2/1/2008	2/1/2009	EA. OCCURRENCE/AGGREGATE \$ 1,000,000
B	EXCESS GENERAL LIABILITY	Self Insured	2/1/2008	2/1/2009	EXCESS OF GENERAL LIABILITY POLICY NO. HDOG23736482 ABOVE \$3,000,000 EA. OCCURRENCE/AGGREGATE EXCESS OF \$2,000,000 EACH OCCURRENCE/AGGREGATE ABOVE
B	<b>AUTOMOBILE LIABILITY</b>		11/25/2007	11/24/2008	Primary Liability extended to Renters:
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	FL-Certificate No. 3778			BODILY INJURY - PER PERSON \$ 10,000
	<input checked="" type="checkbox"/> HIRED AUTOS				BODILY INJURY - PER ACCIDENT \$ 20,000
	<input checked="" type="checkbox"/> NON-OWNED AUTOS	Corporate Agreements			PROPERTY DAMAGE - PER ACCIDENT \$ 10,000
B		Self Insured	2/1/2008	2/1/2009	Primary Liability extended to Certain Corporate Renters up to: \$100,000 BI per person/\$300,000 BI per accident/\$25,000 PD per accident. DIFFERENCE IN PRIMARY LIMIT AND \$1,000,000
D	<b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b>		1/1/2008	1/1/2009	WORKERS' COMPENSATION STATUTORY
	A	WLR C44483981 (AOS)			EL EACH ACCIDENT \$ 1,000,000
	A	SCF C4448433A (WI)			EL DISEASE-EA EMPLOYEE \$ 1,000,000
	A	WLR C44484377 (AZ & CA)			EL DISEASE-POLICY LIMIT \$ 1,000,000
A	<b>GARAGE LIABILITY</b>		2/1/2008	2/1/2009	AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY:
	<input checked="" type="checkbox"/> OTHER THAN AUTO ONLY	ISAH0824084A			EACH ACCIDENT \$ 2,000,000
					AGGREGATE \$ 2,000,000
B	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Self Insured	2/1/2008	2/1/2009	\$4,000,000 EXCESS OF \$1,000,000
E	<b>EXCESS LIABILITY/UMBRELLA</b>		2/1/2008	2/1/2009	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCURRENCE	1534394			AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS MADE				EXCESS OF UNDERLYING

**REMARKS: DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT PROVISIONS:**  
 CHECK BOX WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW.  
 CHECK BOX CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.  
 Re: 2600 Turnage Boulevard, West Palm Beach AP, West Palm Beach, FL 33406. Palm Beach County Board of County Commissioners, A political subdivision of the State of Florida, its officers, employees and agents is included as an additional insured with respect all coverages evidenced above (except Workers' Compensation/EL) where and to the extent required by written contract.

**CERTIFICATE HOLDER:**  
  
 Palm Beach County Board of County Commissioners  
 C/o Palm Beach County Department of Airports  
 846 Palm Beach International Airport  
 West Palm Beach, FL 33406

**CANCELLATION:**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. \*EXCEPT 10 DAYS NOTICE FOR NON-PAYMENT.  
  
 AUTHORIZED REPRESENTATIVE: 

# ACORD™ CERTIFICATE OF PROPERTY INSURANCE

3/1/2009

DATE  
8/19/2008

PRODUCER  
LOCKTON COMPANIES, LLC  
5847 SAN FELIPE, SUITE 320  
HOUSTON TX 77057  
866-260-3538

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### COMPANIES AFFORDING COVERAGE

COMPANY  
A Liberty Mutual Fire Insurance Company

COMPANY  
B

COMPANY  
C

COMPANY  
D

INSURED  
100053 DTG Operations, Inc.  
5330 E. 31st Street  
Tulsa OK 74153

### COVERAGES BP

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPECIAL <input checked="" type="checkbox"/> EARTHQUAKE <input checked="" type="checkbox"/> FLOOD <input checked="" type="checkbox"/> All Risk(Inc.Theft)	YU2-L9L-440798-018	3/1/2008	3/1/2009	<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input checked="" type="checkbox"/> BLANKET BLDG & PP	\$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ 10,000,000 \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> INLAND MARINE TYPE OF POLICY	NOT APPLICABLE				\$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> CRIME TYPE OF POLICY	NOT APPLICABLE				\$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> BOILER & MACHINERY	NOT APPLICABLE				\$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> OTHER					

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

#### SPECIAL CONDITIONS/OTHER COVERAGES

Re: Location: 2600 Turnage Road, West Palm Beach, FL. Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are Loss Payee ATIMA where and to the extent required by written contract. This Certificate voids and supersedes any previously issued certificate.

#### CERTIFICATE HOLDER

103263

Palm Beach County Board of County Commissioners  
C/o Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach FL 33406

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*[Signature]*

09 -

**BUDGET TRANSFER**  
BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

Fund 4111 Airport Improvement & Development Fund

Advantage Document Numbers:  
BGEX121  
BGRV121

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ADOPTED BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF	REMAINING BALANCE
<u>Expenditures</u>								
121-A267-6211	Landside Projects	0	0	150,000	0	150,000	0	150,000
121-A900-9000	Reserves Improvement Program	10,534,915	10,534,915		150,000	10,384,915	0	10,384,915
<b>Total Appropriations &amp; Expenditures</b>		<u>80,526,348</u>	<u>80,526,348</u>	<u>150,000</u>	<u>150,000</u>	<u>80,526,348</u>		

Signatures

Date

By Board of County Commissioners

OFMB

At Meeting of

INITIATING DEPARTMENT/DIVISION

*C. Neil Semine*

9/4/08

Administration/Budget Department Approval

Deputy Clerk to the Board of County Commissioners

OFMB Department - Posted

**BUDGET AMENDMENT**  
 BOARD OF COUNTY COMMISSIONERS  
 PALM BEACH COUNTY, FLORIDA

Fund 4100 Airport Operations Fund

Advantage Document Numbers:  
 BGEX  
 BGRV

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ADOPTED BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF	REMAINING BALANCE
<b>Revenues</b>								
120-8340-4413	Rent Buildings	0	0	275,403	0	275,403	0	275,403
120-8340-4416	Rent Grounds	557,676	557,676	0	124,619	433,057	0	433,057
120-8340-6999	Other Misc Revenue	220,000	220,000	52,000				
	<b>Total Receipts and Balances</b>	<u>91,978,715</u>	<u>91,978,715</u>	<u>327,403</u>	<u>124,619</u>	<u>92,181,499</u>		
<b>Expenditures</b>								
120-9900-9901	Contingency Reserves	9,813,879	9,813,879	202,784	0	10,016,663	0	10,016,663
	<b>Total Appropriations &amp; Expenditures</b>	<u>91,978,715</u>	<u>91,978,715</u>	<u>202,784</u>	<u>0</u>	<u>92,181,499</u>		

	Signatures	Date	By Board of County Commissioners
OFMB	<i>Michael Serrin</i>	9/4/08	At Meeting of
INITIATING DEPARTMENT/DIVISION			
Administration/Budget Department Approval			Deputy Clerk to the Board of County Commissioners
OFMB Department - Posted			