



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures	_____	_____	_____	_____	_____
Rent Credit	_____	_____	_____	_____	_____
External Revenues	_____	(\$402,770)	(\$788,651)	(\$385,881)	(\$385,881)
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	<b>(\$402,770)</b>	<b>(\$788,651)</b>	<b>(\$385,881)</b>	<b>(\$385,881)</b>

No. ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included In Current Budget? Yes \_\_\_\_\_ No X  
 Budget Account No.: Fund 4100 Department 120 Unit 8340 RSource 4416  
 Reporting Category \_\_\_\_\_

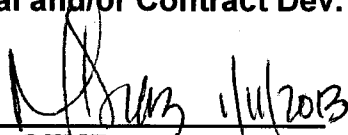
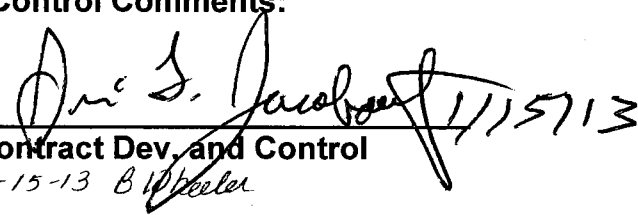
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

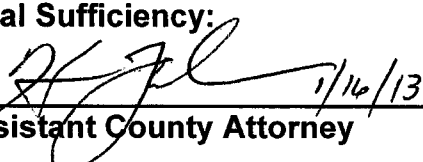
The Lease provides for the payment of a redevelopment payment in the amount of \$805,540, payable in 24 equal monthly installments commencing on October 1, 2013, and for an initial annual rental of \$385,881 commencing on October 1, 2014. Rental is subject to adjustment pursuant to the terms of the Lease commencing on October 1, 2016, and each three-year anniversary thereof.

C. Departmental Fiscal Review: CM Simmer

**III. REVIEW COMMENTS**

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

 _____ OFMB 1/11/13	 _____ Contract Dev. and Control 1-15-13 B. Beecher
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B. Legal Sufficiency:  
  
 \_\_\_\_\_  
 Assistant County Attorney  
 1/16/13

C. Other Department Review:  
 \_\_\_\_\_  
 Department Director

**LEASE AGREEMENT**

**Department of Airports**

**Palm Beach County, Florida**

**and**

**Enterprise Leasing Company of Florida, LLC  
d/b/a National Car Rental**

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (this "Lease") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Enterprise Leasing Company of Florida, LLC, a Delaware limited liability company, d/b/a National Car Rental, having its office and principal place of business at 5105 Johnson Road, Coconut Creek, FL 33073 ("Tenant").

### WITNESSETH:

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

**WHEREAS**, Tenant submitted a proposal in response to Request for Proposals, PB 12-15, issued on September 17, 2012, for the lease of certain real property managed by the Department on behalf of County.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, and 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:

#### ARTICLE 1 RECITALS

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

#### ARTICLE 2 DEFINITIONS

The following terms set forth below, when used in this Lease, shall be defined as follows:

- 2.01 "Additional Insured" has the meaning set forth in Section 10.08.
- 2.02 "Additional Rent" has the meaning set forth in Section 5.08.
- 2.03 "Adjustment Date" has the meaning set forth in Section 5.03(A).
- 2.04 "Airport" has the meaning set forth in the Recitals.
- 2.05 "Airport Rules and Regulations" means the Palm Beach County Airport Rules and Regulations adopted by Resolution No. R-98-220, as now or hereafter amended, and any successor ordinance or resolution regulating activities or operations on the Airport.

- 2.06 “Appraisal Adjustment Date” has the meaning set forth in Section 5.03(D).
- 2.07 “Assignment” has the meaning set forth in Article 15.
- 2.08 “Base Rental” has the meaning set forth in Section 5.03(B).
- 2.09 “Bond Resolution” means the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented, which is hereby incorporated herein by reference and made a part hereof.
- 2.10 “Board” means the Board of County Commissioners of Palm Beach County, Florida.
- 2.11 “Bond” has the meaning set forth in Section 5.05.
- 2.12 “Business Day” means any day other than a Saturday, Sunday or County holiday. Use of the word “day” as opposed to Business Day means a calendar day.
- 2.13 “Commencement Date” has the meaning set forth in Section 3.01.
- 2.14 “Condemnation” has the meaning set forth in Section 26.29.
- 2.15 “Consumer Price Index” has the meaning set forth in Section 5.03(C).
- 2.16 “County Assessment” means the Phase I Environmental Site Assessment of the Premises dated June 11, 2012, performed by REP Associates, Inc.
- 2.17 “Department” means the Palm Beach County Department of Airports.
- 2.18 “Derelict Vehicle” means a vehicle designed for use on roadways that is in a wrecked, dismantled or partially dismantled condition, or which is discarded and in an inoperable condition.
- 2.19 “Director” means the Director or Acting Director of the Department of Airports.
- 2.20 “Effective Date” means the date that this Lease is approved by the Palm Beach County Board of County Commissioners and signed by all parties.
- 2.21 “Environmental Laws” means all applicable Federal, State or local laws, statutes, ordinances, rules, regulations or governmental restrictions relating to the protection of the environment, human health, welfare or safety, or to the emission, discharge, seepage or release of Hazardous Substances into the environment, including, without limitation, ambient air, surface water, groundwater or land, or otherwise relating to the handling of such Hazardous Substances.

- 2.22 “FAA” means the Federal Aviation Administration.
- 2.23 “Fuel System” means 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, whether above or below ground. The term Fuel System shall not include structural improvements such as a fuel island canopy, unless expressly considered by County to be part of the Fuel System.
- 2.24 “Ground Rental” has the meaning set forth in Section 5.01(A).
- 2.25 “Hazardous Substances” shall mean any contaminant, hazardous or toxic substance, material or waste of any kind or any other substance that is regulated by any Environmental Laws.
- 2.26 “Improvement Rental” has the meaning set forth in Section 5.01(B).
- 2.27 “Initial Leasehold Improvements” has the meaning set forth in Section 6.01(A).
- 2.28 “Initial Term” has the meaning set forth in Section 3.01.
- 2.29 “Inspection Period” has the meaning set forth in Section 3.03.
- 2.30 “Lease” means this Lease and all exhibits attached hereto, which are incorporated herein by this reference. Words such as “herein,” “hereafter,” “hereof,” “hereby” and “hereunder” when used with reference to this Lease, refer to this Lease as a whole, unless context otherwise requires.
- 2.31 “Leasehold Mortgage” has the meaning set forth in Section 16.01.
- 2.32 “Leasehold Mortgagee” has the meaning set forth in Section 16.01.
- 2.33 “Letter of Credit” has the meaning set forth in Section 5.05.
- 2.34 “Loss Payee” has the meaning set forth in Section 10.04.
- 2.35 “Minimum Capital Expenditure” has the meaning set forth in Section 6.01(B).
- 2.36 “Phase I ESA” has the meaning set forth in Section 19.05.
- 2.37 “Plans” have the meaning set forth in Section 6.01(C).
- 2.38 “Premises” means approximately 428,757 square feet of real property more particularly described on Exhibit “A”, subject to easements, rights-of-way and any other encumbrances of record, together with all buildings, structures,

- pavements, facilities, landscaping and other improvements, above and below ground, now or hereafter constructed thereon.
- 2.39 "Proposal" means the written proposal submitted by Tenant in response to the RFP.
- 2.40 "Redevelopment Payment" means the buyout payment by Tenant to County for the privilege of redeveloping the Premises, as provided in Section 5.01(C).
- 2.41 "Redevelopment Period" means the twelve (12) month period commencing on the Commencement Date.
- 2.42 "Release Documents" has the meaning set forth in Section 16.08.
- 2.43 "Renewal Term" has the meaning set forth in Section 3.02.
- 2.44 "Rental" shall mean Ground Rental and Improvement Rental.
- 2.45 "Rental Commencement Date" has the meaning set forth in Section 5.02.
- 2.46 "Request for Proposals" or "RFP" means Request for Proposals No. PB 12-15, issued by County on September 17, 2012, as amended or supplemented.
- 2.47 "Risk Management Department" means the Palm Beach County Risk Management Department.
- 2.48 "Security Deposit" has the meaning set forth in Section 5.05.
- 2.49 "Tenant Improvements" means all buildings, structures, pavements, facilities, landscaping and other improvements, above and below ground, constructed by Tenant upon the Premises during the Term and any improvements existing on the Effective Date of this Lease, as identified in Attachment 4 of the RFP, that remain after redevelopment of the Premises, including the Initial Leasehold Improvements, but excluding the Fuel System and any other improvements, including, but not limited to, utility meters, which are provided for specifically by other terms of this Lease.
- 2.50 "Tenant Parties" has the meaning set forth in Section 11.02.
- 2.51 "Term" means the Initial Term plus any Renewal Term.
- 2.52 "TSA" means the Transportation Security Administration or any successor agency responsible for airport security.

**ARTICLE 3**  
**EFFECTIVE DATE, TERM AND EVALUATION OF PROPERTY**

3.01 Term. The term of this Lease shall commence on October 1, 2013, (the "Commencement Date") and expire on September 30, 2033, unless sooner terminated pursuant to the terms of this Lease (the "Initial Term").

3.02 Option to Renew. Provided Tenant is not in default of any of the terms and conditions of this Lease, this Lease shall be automatically renewed upon expiration of the Initial Term for an additional period of ten (10) years (the "Renewal Term"), provided, however, Tenant may elect to not renew this Lease by providing notice to County in writing of Tenant's intent to not renew the Term of the Lease not less than one hundred twenty (120) days prior to the expiration of the Initial Term, with time being of the essence. Such renewal shall be upon the same terms and conditions set forth herein.

3.03 Inspections. Commencing on the Effective Date and expiring forty five (45) days thereafter (the "Inspection Period"), Tenant may conduct any inspections and tests that Tenant deems appropriate with respect to the Premises, including, but not limited to, the following: (a) physical inspection of the Premises; (b) soil investigation; (c) environmental assessment; (d) topographic studies; and (e) engineering, utilities and site planning studies. All inspections, surveys and tests performed hereunder shall be conducted at Tenant's sole cost and expense and shall be performed by licensed persons or firms dealing in the respective areas or matters. Tenant agrees to indemnify County from and against any and all losses, damages, costs, expenses and/or liability of whatsoever nature arising from or out of Tenant's and/or its agents, contractors, employees or invitees entry upon and inspection of the Premises. Tenant's obligation to indemnify County pursuant to this Section shall survive the expiration or termination of this Lease. Prior to the expiration of the Inspection Period, Tenant shall provide County with one (1) complete copy of all written reports detailing the results of audits, inspections, tests and studies obtained by Tenant hereunder. If Tenant reasonably determines that it will be unable to use the Premises for the uses permitted hereunder based on the result(s) of the investigations or, if environmental assessment(s) reveal the presence of Hazardous Substances on the Premises, Tenant may elect to terminate this Lease upon written notice to the Department on or before the expiration of the Inspection Period. If such notice is timely given, this Lease shall be deemed terminated, and the parties hereto shall be relieved of all liabilities and obligations under this Lease, except for those obligations arising hereunder prior to termination of this Lease or which expressly survive termination. In the event Tenant fails to properly exercise its right to terminate this Lease, Tenant shall be deemed to have waived such right and accepted the Premises "As Is" in its then existing condition, subject to all defects, latent or patent, if any. In the event Tenant terminates this Lease pursuant to this Section, Tenant, at its sole cost and expense shall repair any damage resulting from Tenant's inspections and restore the Premises to the condition in which it existed prior thereto, using materials of like kind and quality.



**ARTICLE 4**  
**PREMISES AND PRIVILEGES**

4.01 Description of Premises. County hereby demises and leases to Tenant, and Tenant rents from County, the Premises, subject to the terms, conditions and covenants set forth herein.

4.02 Description of Specific Privileges, Uses and Rights. Tenant shall have the right to use the Premises for the purpose of developing, operating and maintaining a rental car facility.

4.03 Prohibited Uses, Products and Services. Tenant agrees the Premises shall be utilized solely for the uses permitted herein and for no other purpose whatsoever. Tenant shall not provide any products or services not specifically authorized by this Lease or the Department, including, but not limited to, the following products and services:

- (A) Paid parking;
- (B) Parking or storage of unattended vehicles for more than two (2) hours, except for the personal vehicles of employees currently working on the Premises and rental vehicles in support of Tenant's rental car operations at the Airport;
- (C) Paid valet, shuttle or ground transportation services; and
- (D) Any use prohibited by law.

4.04 Restrictions on Privileges, Uses and Rights.

- (A) The rights granted hereunder are expressly limited to the improvement, maintenance, and operation of the Premises pursuant to the terms and conditions of this Lease, and nothing herein shall be construed to give Tenant any exclusive rights to operate a particular business, or to sell or distribute any particular product(s) or service(s). Tenant covenants and agrees that the Premises shall be utilized solely for the uses permitted in this Article and for no other purpose whatsoever.
- (B) Parking of boats, motor homes or inoperable vehicles and the stockpiling or storage of inoperable equipment, machinery and containers on the Premises is strictly prohibited.
- (C) All storage and dumpsters must be screened or concealed from public view, and storage shall be limited to the storage incidental to Tenant's overall operation on the Premises.

- (D) Persons, including, but not limited to Tenant's employees, shall not loiter or remain overnight on the Premises or elsewhere at the Airport. The foregoing will not preclude Tenant's personnel from being present on the Premises while on-duty.

4.05 Condition and Use of the Premises. Subject to Tenant's rights to complete inspections pursuant to Section 3.03, Tenant accepts the Premises and Airport in their "AS IS CONDITION" and "WITH ALL FAULTS," together with all defects, latent and patent, if any. Tenant further acknowledges that County has made no representations or warranties of any nature whatsoever regarding the Airport or the Premises including, but not limited to, the physical and/or environmental condition of the Premises or any improvements located thereon; the value of the Premises or improvements; the zoning of the Premises; title to the Premises; the suitability of the Premises or any improvements for Tenant's intended use; or Tenant's legal ability to use the Premises for Tenant's intended use.

**ARTICLE 5**  
**RENTAL, FEES, CHARGES AND SECURITY DEPOSIT**

5.01 Rental.

- (A) Ground Rental. Tenant shall pay to County an initial annual ground rental of Ninety Cents (\$0.90) per square foot, for approximately 428,757 square feet of ground, or Three Hundred Eight-Five Thousand, Eight Hundred Eighty-One Dollars and Thirty Cents (\$385,881.30) annually, together with applicable sales taxes thereon, payable in equal monthly installments ("Ground Rental").
- (B) Improvement Rental. Tenant shall pay to County, rental for the Tenant Improvements ("Improvement Rental") in accordance with Section 5.03(D).
- (B) Redevelopment Payment. Tenant shall pay to County a buyout amount of Eight Hundred Five Thousand, Five Hundred Forty Dollars (\$805,540.00), (the "Redevelopment Payment"), for the privilege of redeveloping the Premises.

5.02 Commencement and Time of Payment.

- (A) Payment of Ground Rental by Tenant to County shall commence upon expiration of the Redevelopment Period (the "Rental Commencement Date"). Payment of Improvement Rental by Tenant to County shall commence upon the Appraisal Adjustment Date. Rental shall be payable in equal monthly installments, in advance, on or before the first (1<sup>st</sup>) day of each and every month throughout the Term of this Lease.

- (B) The Redevelopment Payment shall be payable by Tenant to County in twenty-four (24) equal monthly installments of Thirty Three Thousand, Five Hundred Sixty-Four Dollars and Seventeen Cents (\$33,564.17) each, on or before the first (1<sup>st</sup>) day of each and every month, commencing on the Commencement Date.
- (C) All payments must be delivered (together with applicable sales taxes), without demand and without any deduction, holdback or set off whatsoever, to: Palm Beach County Department of Airports, 846 Palm Beach International Airport, Finance Division, West Palm Beach, Florida 33406, or at such other address as may be directed by the Department from time to time. Payments shall be made payable to "Palm Beach County."

5.03 Adjustment of Rental.

- (A) On October 1, 2016, and each three (3) year anniversary thereof (each such date, an "Adjustment Date"), the then current Rental rates shall be adjusted in accordance with the provisions of this Section. The new Rental rates shall be determined by an appraisal obtained by County, which shall set forth the fair market rental for the Premises excluding the Tenant Improvements). The appraisal shall be performed, at County's sole cost and expense, by a qualified appraiser selected by County. County shall notify Tenant in writing of the fair market rental of the Premises as established by the appraisal, which shall become the new Rental rates for the Premises. Tenant shall commence paying the new Rental rates on the Adjustment Date. The new Rental rates shall not be less than the Rental rates for the prior period. This Lease shall automatically be considered as amended to reflect the new Rental rates, without formal amendment hereto, upon County's written notification of the establishment of the new Rental rates applicable to the Premises.
- (B) Notwithstanding the foregoing, the Rental payable hereunder shall not exceed an amount that would be obtained by multiplying the Rental established as of the Commencement Date (the "Base Rental") by a fraction, the numerator of which shall be the "Consumer Price Index" (as hereinafter defined) figure for May of the calendar year in which such adjustment is to become effective and the denominator of which shall be the Consumer Price Index figure for April of the calendar year in which this Lease became effective, or April of the calendar year in which the Appraisal Adjustment Date occurs pursuant to Section 5.03(D), whichever last occurs.

- (C) For the purposes hereof, the "Consumer Price Index" shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers, United States city average, all items (1982 - 1984 = 100), not seasonally adjusted, or any successor thereto as promulgated by the Bureau of Labor Statistics of the United States Department of Labor. In the event that the Consumer Price Index ceases to use the 1982 - 1984 average of one hundred (100) as the standard reference index base period, the then current standard reference index base period shall be utilized. In the event the Consumer Price Index (or successor or substitute Consumer Price Index) is not available, a reliable governmental or other nonpartisan publication evaluating information theretofore used in determining the Consumer Price Index shall be used.
- (D) Notwithstanding any provision of this Lease to the contrary, on October 1, 2033, (the "Appraisal Adjustment Date"), Rental shall include Improvement Rental, and the annual Rental rates set forth in Sections 5.01 (A) and 5.01(B) shall be adjusted, and new annual Rental rates for the Premises (including the Tenant Improvements) shall be determined as set forth in this Section 5.03(D) by appraisal. Such adjusted and new annual Rental rates shall not be subject to the provisions of Section 5.03(B) until the next Adjustment Date. County, at its sole cost and expense, shall, within ninety (90) days prior to the Appraisal Adjustment Date, obtain an appraisal of the Premises (including the Tenant Improvements), to determine their fair market rental value. Prior to the Appraisal Adjustment Date, County shall provide a complete copy of the appraisal to Tenant. In the event Tenant objects to the fair market rental value set forth in the appraisal obtained by County, Tenant shall notify County in writing of its objection within thirty (30) days of receipt of County's appraisal. Provided Tenant has notified County in writing of its objection to County's appraisal within the aforementioned thirty (30) day period, Tenant, at its sole cost and expense, may obtain a second appraisal. Tenant shall provide County with a copy of the second appraisal within sixty (60) days of the date of Tenant's objection notice. In the event a second appraisal is not obtained, the annual Rental rates shall be adjusted on the Appraisal Adjustment Date in accordance with the annual Rental rates set forth in the first appraisal. In the event a second appraisal is obtained, and the annual Rental rates established in the two (2) appraisals vary by an amount less than or equal to twenty five percent (25%) of the average of the two (2) appraisals, then the annual rental rates shall be adjusted on the Appraisal Adjustment Date based on the average of the two (2) appraisals. In the event the two (2) appraisals vary by an amount greater than twenty five percent (25%) of the average of the two (2) appraisals, then County and Tenant shall jointly retain an appraiser, reasonably acceptable to both parties, to perform a third appraisal. Except as otherwise provided for below, the cost of the third appraisal shall be borne equally by the parties. In the event the parties are unable to agree

upon the selection of the appraiser to conduct the third appraisal, County shall have the right to select the third appraiser; provided, however, the cost of the third appraisal shall be borne solely by County. In the event a third appraisal is obtained, annual Rental rates shall be adjusted, effective as of the Appraisal Adjustment Date, by the average of the three (3) appraisals. The annual Rental rates established pursuant to this Section 5.03(D) shall become the new Base Rental for purposes of future Rental adjustments pursuant to Section 5.03(B). The parties agree that any appraisers selected pursuant to this Section 5.03(D) shall be qualified M.A.I. appraisers with demonstrated experience in appraising similar commercial use properties.

- (E) Notwithstanding any provision of this Lease to the contrary, Tenant acknowledges and agrees that County shall have the right to establish and maintain the Rental rates hereunder to ensure compliance with the provisions of Section 710 (rate covenant) of the Bond Resolution.
- (F) Any delay or failure of County in computing the adjustment in Rental, as hereinabove provided, shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such adjusted annual Rental from the applicable Adjustment Date.

5.04 Late Payments - Interest. Tenant shall pay to County interest at the rate of one and one-half percent (1.5%) per month on any late payments commencing ten (10) days after the amounts are due.

5.05 Security Deposit. Prior to the Commencement Date of this Lease, Tenant shall post a security deposit with County in the amount of One Hundred Thousand Dollars (\$100,000) (the "Security Deposit"). On each Adjustment Date, the Security Deposit shall thereafter be adjusted to an amount equal to the greater of One Hundred Thousand Dollars (\$100,000) or three (3) monthly installments of the then-current Rental amount. Notwithstanding the foregoing, if the amount of any increase is less than ten percent (10%) of the amount of Security Deposit currently held, no increase in the Security Deposit shall be required. The Security Deposit shall serve as security for the payment of all sums due to County and shall also secure the performance of all obligations of Tenant to County. The Security Deposit shall be either in the form of a clean, Irrevocable Letter of Credit ("Letter of Credit") or a Surety Bond ("Bond") in form and substance satisfactory to County. In the event of any failure by Tenant to pay any rentals or charges when due or upon any other failure to perform any of its obligations or other default under this Lease, then in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw on the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, Tenant shall immediately replace the Security Deposit with a new Letter of Credit or Bond in the full amount of the Security Deposit required hereunder. Tenant shall promptly increase the amount of the Security Deposit to reflect any increases in the Rental payable hereunder. The Security Deposit shall be kept in full force and effect throughout the Term of this Lease and any extension thereof and for a period of six (6) months after the termination of this Lease; provided, however, the amount of the Security

Deposit may be reduced by the amount of the Redevelopment Payment upon full payment by Tenant to County of the entire Redevelopment Payment. Not less than forty-five (45) days prior to any expiration date of a Letter of Credit or Bond, Tenant shall submit evidence in form satisfactory to County that such security instrument has been renewed. Failure to renew a Letter of Credit or Bond or to increase the amount of the Security Deposit as required by this Section shall: (a) entitle County to draw down the full amount of such Security Deposit; and (b) constitute a default of this Lease entitling County to all available remedies. The Security Deposit shall not be returned to Tenant until all obligations under this Lease are performed and satisfied. Prior to consent from County to any assignment of this Lease by Tenant, Tenant's assignee shall be required to provide a Security Deposit to County in accordance with the terms and conditions of this Section.

5.06 Triple Net Lease. This Lease shall be deemed to be "triple net" without cost or expense to County including, but not limited to, cost and expenses relating to taxes, insurance, and the maintenance and operation of the Premises.

5.07 Taxes and Fees. Tenant shall pay, on or before their respective due dates, all Federal, State and local taxes and fees, and all special assessments of any kind, which are now or may hereafter be levied upon the Premises (including improvements thereon) or the estate hereby granted, or upon Tenant, or upon the business conducted on the Premises, or upon any of Tenant's property used in connection therewith, or upon any rentals or other sums payable hereunder, including, but not limited to any ad valorem taxes, and sales or excise taxes on rentals, and personal property taxes against tangible and intangible personal property of Tenant. Tenant hereby covenants and agrees to pay monthly to County, as "Additional Rent," any sales, use or other tax, or any imposition in lieu thereof (excluding State and/or Federal Income Tax) now or hereinafter imposed upon the rents, use or occupancy of the Premises imposed by the United States of America, the State of Florida or Palm Beach County, notwithstanding the fact that the statute, ordinance or enactment imposing the same may endeavor to impose the tax upon County as landlord/lessor, to the extent as applicable.

5.08 Additional Rent. Any and all sums of money or charges required to be paid by Tenant under this Lease other than the annual Rental shall be considered "Additional Rent", whether or not the same is specifically so designated and County shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to County with regards to annual rent.

5.09 Accord and Satisfaction. In the event Tenant pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Lease or under the law.

**ARTICLE 6**  
**CONSTRUCTION OF IMPROVEMENTS**

6.01 Tenant Construction Requirements. Tenant shall make no additions, alterations or improvements to the Premises, or improvements constructed thereon, without the prior written consent of the Department, which consent shall not be unreasonably withheld. Any such additions, alterations or improvements shall be made in accordance with the construction requirements contained herein and as established by the Department. All improvements constructed or placed on the Premises, including drainage and landscaping, shall be of attractive construction and first-class design; comply with any and all applicable governmental laws, regulations, rules and orders; follow standard construction methods; and be constructed in accordance with the requirements of this Article.

- (A) Initial Leasehold Improvements. Tenant agrees that it shall construct enhancements and upgrades to the surface water management retention/detention pond; an employee parking lot, paving and parking facilities for rental vehicles, a fueling and car preparation canopy structure (exclusive of any Fuel System), a car wash facility, lighting, landscaping and security entry facilities on the Premises (collectively, the “Initial Leasehold Improvements”) at its sole cost and expense. Construction of the Initial Leasehold Improvements shall be completed no later than eighteen (18) months following the Commencement Date, unless otherwise consented to by the Department in writing, which consent shall not be unreasonably withheld, conditioned or delayed. Substantial completion of the Initial Leasehold Improvements will occur when the applicable governmental authority issues a temporary or permanent certificate of occupancy to the Premises, as improved by the Initial Leasehold Improvements. Tenant shall promptly notify County in writing of the issuance of a certificate of occupancy for the Initial Leasehold Improvements.
- (B) Minimum Capital Expenditure. Tenant shall expend not less than One Million, Two Hundred Thousand Dollars (\$1,200,000.00) on the design, construction and installation of the Initial Leasehold Improvements (the “Minimum Capital Expenditure”). Capital expenditure costs that may be counted toward the Minimum Capital Expenditure shall include all costs paid for work performed, services rendered and materials furnished for the construction of the Initial Leasehold Improvements, subject to the following terms, conditions and limitations:
- (1) The cost of design (subject to the limitations set forth herein), construction and acquisition of the Initial Leasehold Improvements; bonds; construction insurance; and building, impact and concurrency fees shall be included in the Minimum Capital Expenditure. The cost of demolishing the improvements existing upon the Effective

Date of the Lease shall be included in the Minimum Capital Expenditure.

- (2) Payments made by Tenant to independent contractors for engineering and architectural design work shall be limited to twelve (12%) percent of the Minimum Capital Expenditure.
- (3) Only true third party costs and payments made by Tenant shall be included in the Minimum Capital Expenditure. Costs incurred by any sublessee, licensee or other occupant of the Premises, or any portion thereof, other than Tenant shall not be included in the Minimum Capital Expenditure.
- (4) Costs for consultants (other than engineering and design consultants, as provided above). Legal fees and accountant fees shall not be included in the Minimum Capital Expenditure.
- (5) Finance and interest expenses shall not be included in the Minimum Capital Expenditure.
- (6) Administrative, supervisory and overhead or internal costs of Tenant shall not be included in the Minimum Capital Expenditure.
- (7) Costs incurred by any of Tenant's affiliates shall not be included in the Minimum Capital Expenditure unless Tenant has obtained written approval from the Department prior to incurring such costs.
- (8) Costs associated with acquisition or installation of personalty, such as furnishings, trade fixtures and equipment, not permanently affixed to the Premises, or any other personalty whatsoever, shall not be included in the Minimum Capital Expenditure.
- (9) Costs of interior decorations, special finishes, wall tile or other special wall finishes and coverings; construction photographs; external and internal lighting that are special, unique or customized to Tenant's operation; and signage shall not be included the Minimum Capital Expenditure unless Tenant has obtained written approval from the Department prior to incurring such costs.
- (10) Costs associated with repairs, alterations, modifications, renovations or maintenance of any improvements on the Premises (including, but not limited to, improvements existing on the Premises as of the Effective Date and improvements subsequently constructed on the Premises) shall not be included in the Minimum Capital Expenditure unless Tenant has obtained written approval from Department prior to incurring such costs.



- (11) Any costs associated with any improvements other than the Initial Leasehold Improvements shall not be included in the Minimum Capital Expenditure unless Tenant has obtained written approval from the Department prior to incurring such costs.
- (C) Construction Requirements. Prior to constructing any improvements on the Premises (including, but not limited to, the Initial Leasehold Improvements), Tenant, without cost to County, shall prepare detailed preliminary construction plans and specifications for the improvements (hereinafter collectively referred to as the "Plans") in accordance with standards established by the Department and deliver the preliminary Plans to the Department for review, comment and adjustment. The Department shall review the preliminary Plans and provide a written response to Tenant after receipt of the preliminary Plans. In the event the Department does not approve the preliminary Plans, Tenant will be notified of the reasons for the disapproval and the necessary modifications and/or alterations to the Plans. Tenant shall resubmit modified Plans to the Department within thirty (30) days of the date of the Department's written notice of disapproval. Within one hundred twenty (120) days following approval of the preliminary Plans by the Department, Tenant shall prepare or cause to be prepared final working Plans in substantial conformity to the approved preliminary Plans and shall submit the final working Plans to the Department for approval. Upon approval of the final working Plans by the Department, Tenant shall obtain all permits and other government approvals required for the commencement of construction. Prior to commencement of construction, Tenant shall deliver to the Department one complete set of the final working Plans as approved by the governmental agencies exercising jurisdiction thereover. Minor changes from the final working Plans shall be permitted if such changes may be reasonably inferred from the final working Plans, or if they are made to comply with requirements of any governmental agency exercising jurisdiction thereover.
- (D) Within sixty (60) days following Tenant's receipt of a certificate of occupancy or certificate of completion, as appropriate, for improvements constructed pursuant to this Article, Tenant, at its sole cost and expense, shall have prepared and deliver to the Department: (a) one (1) complete set of as-built Mylar drawings and one (1) set of Auto CADD files in the latest version acceptable by the Department.
- (E) Within sixty (60) days following the substantial completion of construction of the Initial Leasehold Improvements, a detailed statement attested to and certified by an independent Certified Public Accountant ("CPA"), acceptable to County, detailing the total costs incurred by Tenant in accordance with Section 6.01(B) above.

- (E) All improvements constructed upon the Premises shall be completed at Tenant's sole cost and expense and shall be completed in accordance with the standards established by the Department.
- (F) Approval of County shall extend to and include architectural and aesthetic matters and County reserves the right at its sole and absolute discretion to reject any design proposals submitted and to require Tenant to resubmit any such design proposals until they receive County's approval.

6.02 Construction Bonds. Tenant shall ensure that all improvements are constructed to completion in accordance with the approved Plans and that all persons or entities performing work or providing materials relating to such improvements including, but not limited to, all contractors, subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Prior to the commencement of any improvements to the Premises, the estimated cost of which exceeds Fifty Thousand Dollars (\$50,000), Tenant shall cause to be made, executed and delivered to County at Tenant's sole cost a bond that is in a form and substance reasonably satisfactory to County, that a company reasonably acceptable to County issues, and that guarantees Tenant's compliance with its obligations arising under this Section. Tenant may not subdivide improvements or phase projects for the purpose of avoiding the foregoing bond requirement. County shall be named as the obligee on the bonds.

6.03 Contractor Requirements. Tenant shall require contractors to furnish for the benefit of County a public construction bond as required under Section 255.05, Florida Statutes, in a form approved by County. Tenant shall require its contractors to name County as a dual obligee on the bond(s). Tenant shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive auto insurance, and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon, in such amounts and in such manner as the Risk Management Department may reasonably require. The Risk Management Department may require additional insurance for any alterations or improvements approved hereunder, in such amounts as the Risk Management Department reasonably determines to be necessary.

6.04 No Liens. Tenant agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida and understands that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida, stating that County's estate shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Premises or other County property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within thirty (30) days from the date of filing. In the event that Tenant fails to transfer or satisfy such claim within the thirty (30) day period, County may do so and thereafter charge Tenant all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorneys' fees, and Tenant shall promptly pay to County all such costs upon demand, as Additional Rent.

**ARTICLE 7**  
**OBLIGATIONS OF TENANT**

7.01 Observance of Rules and Regulations. Tenant covenants and agrees to observe and obey, and to require its subtenants, officers, employees, guests, invitees and those doing business with it to observe and obey such rules and regulations of the Department and County (including amendments and supplements thereto) regulating the conduct and operations of Tenant and others on the Premises as may from time to time be promulgated. The obligation of Tenant to require such observance and obedience on the part of its subtenants, guests, invitees and business visitors shall pertain only while such persons are on or in occupancy of any portion of the Premises.

7.02 Noise and Vibrations. Tenant shall take all reasonable measures to:

- (A) Reduce to a minimum, vibrations tending to damage any equipment, structure, building or portion of a building that is on the Premises or is a part thereof, or is located elsewhere on the Airport; and
- (B) Keep the sound level of its operations as low as possible.

7.03 Regulation of Conduct. Tenant shall control the conduct, demeanor and appearance of its employees, subtenants, invitees and others doing business at the Premises.

7.04 Garbage and Debris. Tenant shall be responsible for the provision of trash removal services for the Premises at Tenant's sole cost and expense and agrees to deposit trash, garbage and debris in appropriate containers for collection.

7.05 Nuisance, Waste or Injury. Tenant shall not commit any nuisance, waste or injury on the Premises and shall not do, or permit to be done, anything which may result in the creation, commission or maintenance of such nuisance, waste or injury on the Premises.

7.06 Vapors, Fumes or Emissions. Tenant shall not create, nor permit to be caused or created upon the Premises any obnoxious odor, smoke, noxious gases or vapors; provided, however, that fumes resulting from the normal operations of properly certified and maintained trucks and other vehicles shall be excepted from this provision. Tenant shall ensure that emissions generated by any such trucks, and other vehicles shall comply with all provisions of applicable environmental emissions laws and regulations.

7.07 Utilities Systems. Tenant shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the utilities systems installed or located on or about the Premises that are also used by other occupants, customers or users of the Airport.

7.08 Overloading of Floor or Paved Areas. Tenant shall not overload any floor or paved area on the Premises and shall repair at its sole cost and expense, any floor, including supporting members, and any paved area damaged by overloading.

7.09 Hazardous Conditions. Tenant shall not do or permit to be done any act or thing upon the Premises that:

- (A) Will invalidate or conflict with any insurance policies covering the Premises or the Airport; or
- (B) May constitute a hazardous condition that increases the risk normally attendant upon the operations permitted by this Lease.

7.10 Flammable Liquids. All flammable liquids that are kept or stored at the Premises must at all times be handled, stored and used in accordance with all applicable Federal, State and local laws.

7.11 Fire Extinguishing System. From time to time and as often as reasonably required by the Department or any governmental authority having jurisdiction, Tenant shall conduct pressure, water flow, and other appropriate tests of the fire extinguishing system and apparatus, which are maintained by Tenant or any subtenant.

7.12 Derelict Vehicles. Tenant shall not permit the temporary or permanent storage of any Derelict Vehicles on the Premises. Tenant shall initiate action to cause Derelict Vehicles to be removed from the Premises within forty-eight (48) hours after written notice from the Department.

7.13 Emergency Evacuation and Hurricane Plans. Tenant shall provide the Department with emergency evacuation and hurricane plans within thirty (30) calendar days of the Effective Date. These plans shall be detailed procedures of actions to be taken by Tenant and its subtenants, if any, in the event of an emergency evacuation or hurricane warning. Tenant shall update its emergency evacuation and hurricane plans annually, if requested by the Department.

## ARTICLE 8 MAINTENANCE AND REPAIR

8.01 Maintenance/Repair of Premises. Tenant shall be responsible for all repairs and maintenance of the Premises (which shall include, but shall not be limited to, all landscaped areas, paved areas, buildings and improvements thereon), whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. Maintenance and repairs shall be in quality and class comparable to the original work. Tenant shall be required to keep all landscaped areas, paved areas, buildings and other improvements in first-class condition and repair throughout the Term and any extension thereof. Without limiting the generality thereof, Tenant shall:

- (A) Repair and maintain all doors, windows, pavement, equipment, lighting fixtures, furnishings, fixtures, roof, exterior walls, signage and structural support system(s).

- (B) Refurbish the Premises as often is as necessary to preserve the Premises in first-class condition and repair.
- (C) Provide and maintain all fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any applicable governmental authority.
- (D) Repair any damage to landscaped areas, paving or other surface(s) of the Premises caused by any oil, gasoline, grease, lubricants or other liquids or substances having a corrosive or detrimental effect thereon.
- (E) Take anti-erosion measures, including but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or otherwise improved.
- (F) Be responsible for the maintenance and repair of all utilities including, but not limited to, service lines for the supply of water, gas service lines, electrical power, telephone and telecommunications conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Premises leased to Tenant and which are used exclusively by Tenant or any of its subtenants.
- (G) Be responsible for the maintenance of the storm drainage system within the Premises.

8.02 Inspections. The Department shall have the right to enter the Premises, at reasonable times, and except in cases of emergency, upon reasonable notice (generally forty-eight (48) hours) to inspect same for the purpose of determining whether Tenant is in compliance with the requirements of this Lease. In the event Tenant is not in compliance with this Lease, as reasonably determined by the Department, the Department shall provide Tenant with written notice of such noncompliance. Tenant shall commence corrective action to remedy such noncompliance to the satisfaction of the Department upon receipt of the notice of noncompliance. If corrective action is not initiated within a reasonable period of time, not to exceed thirty (30) days, and pursued in a diligent manner to completion, the Department may cause the same to be accomplished. Tenant agrees that Tenant shall assume and be liable to County for payment of all costs incurred by County, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee shall constitute Additional Rent hereunder and shall be due and payable within thirty (30) calendar days of the date of the Department's written notice.

## ARTICLE 9 UTILITIES

9.01 Utility Costs. Tenant shall pay for all electric and all other utility charges for the Premises. Metering devices shall become the property of County upon installation. Extension of

utility mains or services shall be at the expense of Tenant and shall become the property of County upon installation.

9.02 Interruption of Service. No failure, delay or interruption in supplying any services for any reason whatsoever (whether or not a separate charge is made therefore) shall be construed to be an eviction of Tenant or grounds for any diminution or abatement of Rental or shall be grounds for any claim by Tenant under this Lease for damages, consequential or otherwise.

9.03 Water, Industrial and Sanitary Sewage Systems. Tenant shall operate and maintain, at its sole cost and expense, all the components of any and all water, industrial and sanitary sewage system(s) and storm water drainage facilities serving the Premises within the Premises. Tenant shall provide, operate and maintain adequate facilities for separating, neutralizing and treating industrial waste and foreign materials generated within the Premises and the proper disposal thereof as required by all applicable Federal, State and local laws, regulation and rules, as now or hereafter amended.

## **ARTICLE 10** **INSURANCE REQUIREMENTS**

Unless otherwise specified in this Lease, Tenant shall, at its sole expense, maintain in full force and effect at all times during the Term and any extension thereof, the insurance limits, coverages and endorsements required herein. Tenant acknowledges and agrees that the requirements contained in this Article, or County's review or acceptance of insurance, shall not in any manner limit or qualify the liabilities and obligations assumed by Tenant under this Lease.

10.01 Commercial General Liability. Tenant shall maintain Commercial General Liability Insurance with limits of liability not less than One Million Dollars (\$1,000,000) each occurrence, including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability. This coverage shall be provided on a primary basis.

10.02 Business Auto Liability. Tenant shall maintain Business Automobile Liability Insurance with limits of liability not less than One Million Dollars (\$1,000,000) each occurrence for owned, non-owned and hired automobiles. In the event Tenant has no owned automobiles, Tenant shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be satisfied by way of endorsement to the Commercial General Liability/Airport Liability policy, or a separate Business Auto Liability policy. This coverage shall be provided on a primary basis.

10.03 Environmental Liability. Tenant shall maintain Pollution Liability or other similar Environmental Impairment Liability, at a minimum limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars annual aggregate (\$2,000,000) providing coverage for damages including, but not limited to, third-party liability, clean up, corrective action, including assessment, remediation and defense costs. When a self-insured retention or deductible exceeds Ten Thousand Dollars (\$10,000), County reserves the right, but not the obligation, to review and request a copy of Tenant's most recent annual report or audited

financial statements in evaluating the acceptability of a higher self-insured retention or deductible in relationship to Tenant's financial condition.

10.04 Property, Wind & Flood Insurance. Tenant 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 Premises, including those made by or on behalf of Tenant 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. Tenant 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 Premises, including those made by or on behalf of Tenant, or the maximum amount available from the National Flood Insurance Program, whichever is less. Tenant 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 Tenant to the Premises or the maximum amount available under the Florida Windstorm Underwriting Association, whichever is less. Tenant 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," or as otherwise acceptable to the Risk Management Department.

10.05 Worker's Compensation & Employers Liability. Tenant shall maintain Worker's Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes, and Federal law. This coverage shall be provided on a primary basis.

10.06 Umbrella or Excess Liability. If necessary, Tenant may satisfy the minimum limits required above Commercial General Liability and/or Business Auto Liability coverage under Umbrella or Excess Liability Insurance. The Umbrella or Excess Liability policy shall have an aggregate limit not less than the highest "each occurrence" limit for the Commercial General Liability, Business or Auto Liability. County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability policy provides coverage on a "Follow-Form" basis.

10.07 Builder's Risk Insurance. Tenant shall maintain Builder's Risk insurance covering the Tenant's building(s), betterments and improvements during the course of construction at the Premises in an amount at least equal to 100% of the estimated completed property or project value as well as subsequent modifications of that sum. Coverage shall be provided on an All-Risk basis including coverage for the perils of wind and flood. Tenant agrees this coverage shall be provided on a primary basis.

10.08 Additional Insured Endorsement. Tenant shall endorse County as an "Additional Insured" on each liability insurance policy required to be maintained by Tenant, except for Worker's Compensation and Business Auto Liability policies. The CG 2011 Additional Insured

- Managers or Lessors of Premises, or its equivalent, shall be an endorsement to the Commercial General Liability policy. Other policies, when required, shall provide a standard "Additional Insured" endorsement offered by the insurer. The "Additional Insured" endorsements shall provide coverage on a primary basis. "Additional Insured" endorsements 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," or as otherwise acceptable to the Risk Management Department.

10.09 Certificate of Insurance. A signed Certificate or Certificates of Insurance, evidencing that required insurance coverage(s) has been procured or maintained by Tenant 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. Tenant's failure to maintain all insurance policies required herein shall constitute a material default of this Agreement by Tenant, entitling County to exercise any remedies available to it under this Agreement, at law and in equity, including the right to immediately terminate this Agreement.

10.10 Claims-Made Liability. When any of Tenant's liability insurance policies is provided under a Claims-Made Liability form, Tenant 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, Tenant shall maintain an aggregate limit not less than three (3) times the per occurrence limit of liability required in Section 10.01 above.
- (B) Tenant 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 Agreement. 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, Tenant shall submit a copy of most recent financial statement in order to justify a particular deductible or self-insured retention amount.



10.11 Waiver of Subrogation. By entering into this Lease, Tenant agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, Tenant 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 requirements of this paragraph shall not apply to any policy, a condition to which the policy specifically prohibits such an endorsement, or voids coverage if Tenant enters into such an agreement on a pre-loss basis.

10.12 Premiums and Proceeds. Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any, condition, provision, or limitation of the property, flood or wind insurance policies. Tenant shall be responsible for all premiums, including increases, for property, flood and wind insurance policies. Tenant agrees that all property, flood and windstorm insurance proceeds shall be made available for use to promptly replace, repair or rebuild the building, betterments and improvements, including, but not limited to, those made by or on behalf of Tenant.

11.13 Deductibles, Coinsurance & Self-Insured Retention. Tenant 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.

10.14 Right to Review or Adjust Insurance. The Risk Management Department may review, modify, reject or accept any required policies of insurance, including, but not limited to, limits, coverages or endorsements, required by this Article from time to time throughout the Term and any extension thereof. County may also 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 Tenant a written notice of rejection, and Tenant shall comply within thirty (30) days of receipt of the notice.

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

## **ARTICLE 11** **DAMAGE TO OR DESTRUCTION OF PREMISES**

11.01 Removal of Debris. If the Premises, or any portion thereof, is damaged by fire, the elements or other casualty, Tenant shall promptly remove all debris resulting from such damage from the Premises. Tenant shall take all necessary actions to place the Premises in a neat and orderly condition to ensure the safety of persons entering upon the Premises. If Tenant fails to initiate and diligently pursue compliance with the provisions of this Section, following thirty (30) days written notice to Tenant by County, County may take such measures as it deems necessary to render the Premises in a neat, orderly, and safe condition. Tenant agrees that

Tenant shall fully assume and be liable to County for payment of any costs incurred by County, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee, shall be due and payable to County within thirty (30) days from the date of written notice provided by the Department.

11.02 Responsibility for Tenant Parties. Tenant assumes full responsibility for the condition of the Premises and the character, acts and conduct of all persons admitted to the Premises by or with the actual or constructive consent of Tenant or with the consent of any person acting for or on behalf of Tenant. If the Premises, or any portion thereof, are damaged in any way whatsoever by the act, default or negligence of Tenant, or Tenant's agents, employees, officers, representatives, guests, invitees, contractors, patrons or any person admitted to the Premises by Tenant ("Tenant Parties"), Tenant shall, at its sole cost and expense, restore the Premises to the condition existing prior to such damage. Tenant shall commence restoration within sixty (60) days after any such damage, unless otherwise approved in writing by Department, which approval shall not be unreasonably withheld, delayed or conditioned, and shall diligently pursue such restoration to completion in accordance with the construction requirements set forth in Article 6. All repairs and restoration shall be performed by Tenant at Tenant's sole cost and expense, in accordance with the construction requirements contained herein. If Tenant fails to restore the Premises as required by this Section, County shall have the right to enter the Premises and perform the necessary restoration. Tenant agrees that Tenant shall fully assume and be liable to County for payment of the costs of restoration, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee, shall be due and payable to County within thirty (30) days from the date of the written notice provided by the Department.

11.03 Partial Destruction. If the Premises shall be damaged or destroyed in part by fire or other casualty, Tenant shall repair and restore of the Premises to substantially the same condition it was in prior to such casualty. Any partial destruction which renders more than fifty percent (50%) of the improvements located on the Premises untenable shall be considered a total casualty for purposes of this Lease.

11.04 Total Casualty. In the event of a total casualty to the Premises, which renders the Premises wholly unable to be occupied, either party shall have the right to terminate this Lease within ninety (90) days of the date of the casualty by delivering a written notice of termination to the other party in accordance with the notice provisions in this Lease; provided; however, Tenant shall not have the right to terminate in the event the casualty was the result of the act, default or negligence of the Tenant Parties. In such event, Tenant shall be obligated to restore the Premises in accordance with Section 11.02 with no abatement in rental notwithstanding the provisions of Section 11.05.

11.05 Rent Abatement. If the Premises is damaged as a result of fire or other casualty and such fire or other casualty was not the result of the act, default or negligence of the Tenant Parties, Rental shall be abated proportionately on a square footage basis as to the portion of the Premises rendered untenable. Such abatement shall continue until the earlier of: (i) the date that the Premises has been substantially repaired or restored; or (ii) the date on which Tenant's operations are substantially restored in the entire Premises or in any part of the Premises not so

damaged during such period. Except for the abatement of Rental, Tenant shall remain obligated to pay all other fees and charges, including, without limitation, the Redevelopment Payment.

11.06 Insurance Proceeds. Upon receipt by Tenant of the proceeds of any insurance policy or policies required hereunder, the proceeds shall be deposited in an escrow account approved in writing by the Department, which approval shall not be unreasonably withheld, delayed or conditioned, so as to be available to pay for the cost of any required repair, replacement or rebuilding. The proceeds shall be disbursed during construction to pay the cost of such work. If the amount of the insurance proceeds is insufficient to pay the costs of the required repair, replacement or rebuilding of damaged improvements, Tenant shall pay any additional sums required to complete the required repair, replacement or rebuilding into the escrow account. If the amount of the insurance proceeds is in excess of the costs of the required repair, replacement or rebuilding, the excess amount shall be remitted to Tenant.

## ARTICLE 12 ENCUMBRANCES

Except as otherwise provided for herein, Tenant shall not, in any manner, mortgage, pledge or otherwise encumber this Lease, the Premises or any improvements now existing or hereinafter erected or constructed upon the Premises without County's prior written consent, which will not be unreasonably withheld. Any such encumbrance without County's approval shall be null and void. Tenant shall cause to be removed any and all liens of any nature arising out of or resulting out of or resulting from the performance of any work or labor performed upon the Premises or the furnishing of any materials for use upon the Premises, by, on behalf of or at the direction of Tenant, its employees, agents, contractors or subcontractors. This provision shall be construed to include a prohibition against any mortgage, pledge, or encumbrance by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

## ARTICLE 13 TITLE TO IMPROVEMENTS

13.01 Title to Improvements on the Premises. Tenant shall be deemed to be the owner of all Tenant Improvements until the expiration of the Initial Term or earlier termination of this Lease. Upon expiration of the Initial Term or earlier termination of this Lease, all buildings, structures, pavements, facilities, landscaping and other improvements, above and below ground, constructed or placed upon the Premises by Tenant, title to which has not previously vested in County hereunder, excluding the Fuel System, shall become the absolute property of County, and County shall have every right, title, and interest therein, free and clear of any liens, mortgages, and other encumbrances. Upon the request of County, Tenant shall provide County with a bill of sale or other evidence of the transfer of ownership of the Tenant Improvements together with evidence satisfactory to County that the improvements are free from liens, mortgages and other encumbrances.

13.02 Fuel System. Tenant shall be fully responsible for the ownership, permitting, maintenance and liability of all components of the Fuel System at all times during the Term and any extension thereof. Upon expiration or earlier termination of this Lease, County may, at

County's sole option, require that Tenant assign all right, title and interest to County or, at County's option, to a successor lessee or assignee, and thereafter the Fuel System shall become the absolute property of County, or successor lessee or assignee, who shall have every right, title and interest therein. Upon the request of County, Tenant shall provide County with a bill of sale or other evidence of the transfer of ownership of the improvements together with evidence satisfactory to County, or the successor lessee or assignee, that the improvements are free from liens, mortgages and other encumbrances. In the event County requires assignment of rights, title and interest in the Fuel System to a third party, Tenant 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, Tenant 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.

13.03 Removal of Tenant Improvements. Notwithstanding any provision of this Lease to the contrary, County shall be entitled, at its option, to have the Premises returned to County free and clear of some or all of the Tenant Improvements, the Fuel System, or any of the Fuel System components, at Tenant's sole cost and expense. In such event, County shall provide timely notification to Tenant of its election to require removal of improvements and, to the extent possible, County shall notify Tenant at least sixty (60) days prior to the expiration or earlier termination of this Lease. Tenant shall have sixty (60) days from date of notice within which to remove the improvements. If Tenant fails to remove the improvements, County may remove the improvements. Tenant agrees that Tenant shall fully assume and be liable to County for payment of all costs of removal of the improvements (whether direct or indirect) incurred by County, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee shall be due and payable to County within thirty (30) days from the date of the written notice provided by the Department.

13.04 Survival. The provisions of this Article shall survive expiration or termination of this Lease.

**ARTICLE 14**  
**EXPIRATION OF LEASE, DEFAULTS, REMEDIES AND TERMINATION**

14.01 Expiration. This Lease shall automatically terminate at the end of the Initial Term, unless renewed in accordance with Section 3.02. In the event this Lease is renewed in accordance with Section 3.02, this Lease shall automatically terminate at the end of the Renewal Term.

14.02 Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

- (A) The vacating or abandonment of the Premises by Tenant.

- (B) The failure by Tenant to make payment of Rental or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) Business Days after written notice thereof from County to Tenant.
- (C) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, where such failure continues for a period of thirty (30) days after written notice thereof from County to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion. Nothing contained in this paragraph shall be deemed to alter or affect the cure period for performance of any covenant, condition or provision for which a specific time period is provided in this Lease.
- (D) To the extent permitted by law, (a) the making by Tenant or any guarantor thereof of any general assignment, or general arrangement for the benefit of creditors; (b) the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy [unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days]; (c) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (d) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.
- (E) A default by Tenant of any other agreement, permit or lease between County and Tenant, which default has not been cured within the applicable cure period provided in such agreement, permit or lease.

Notwithstanding any provision of this Lease, Tenant acknowledges and agrees that the Department may require Tenant to immediately cease any activity, which could result in an airport hazard or endanger safety of any other Airport user, as reasonably determined by the Department.

14.03 Remedies. In the event of any default or breach by Tenant, County may at any time thereafter, with or without notice or demand and without limiting any other right or remedy which County may have under the law by reason of such default or breach, elect to exercise any one of the following remedies:

- (A) Declare the entire rent for the balance of the Term or any part thereof due and payable forthwith, and bring an action for the recovery thereof.
- (B) Terminate Tenant's right to possession of the Premises by any lawful means and re-enter and re-take possession of the Premises for the account of Tenant, in which case the rent and other sums hereunder shall be accelerated and due in full, and Tenant shall be liable for the difference between the rent which is stipulated to be paid hereunder plus other sums as described herein and what County is able to recover from its good faith efforts to relet the Premises, which deficiency shall be paid by Tenant. Upon such reletting, all rentals received by County shall be applied, first to the payment of any indebtedness, other than rent due hereunder from Tenant; second, to the payment of any reasonable costs and expenses of such reletting, which shall include all damages incurred by County due to Tenant's default including, but not limited to, the reasonable cost of recovering possession of the Premises including reasonable attorneys' fees, and reasonable real estate commissions paid by County relating to the unexpired term of this Lease; third, to the payment of rent due and unpaid hereunder; and the remainder, if any, shall be paid to Tenant.
- (C) Treat this Lease as terminated and re-enter and re-take possession of the Premises for the account of County, thereby terminating any further liability under this Lease on the part of Tenant and County. Notwithstanding the foregoing, County shall have a cause of action to recover any rent remaining unpaid when County retakes possession of the Premises for the account of County.
- (D) Stand by and do nothing, holding Tenant liable for Rental as it comes due.
- (E) Pursue any other remedy now or hereinafter available to County under the laws of the State of Florida.

Notwithstanding anything in this Lease to the contrary, County shall have the right to bring an action for its damages upon the occurrence of a default by Tenant and County reserves all rights which laws of the State of Florida confer upon a landlord against a tenant in default. Tenant hereby waives any additional notice Tenant may be entitled to pursuant to Florida law.

14.04 Termination by Tenant. Tenant may terminate this Lease, if Tenant is not in default of this Lease (including, but not limited to, its payments to County hereunder), by giving County sixty (60) days advance written notice, upon or after the happening of any one of the following events:

- (A) The issuance by any court of competent jurisdiction of an injunction in any way preventing the use of the Airport for Airport purposes or a substantial part of the Premises for the purposes permitted hereunder, which injunction remains in force for a period of at least ninety (90) days.

- (B) The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such default for a period of thirty (30) days after receipt from Tenant of written notice to remedy same; provided, however, that no notice of cancellation, as provided herein, shall be of any force or effect if County shall have remedied the default prior to receipt of Tenant's notice of cancellation; or in the event the same cannot be cured within such thirty (30) day period and County has commenced such cure and thereafter diligently pursues the same until completion.
- (C) The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such a manner as to substantially restrict the operation of Tenant, for a period of at least ninety (90) days.

14.05 Default by County. County shall not be in default unless County fails to perform obligations imposed upon County hereunder within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to County, specifying wherein County has failed to perform such obligations; provided, however, that if the nature of County's default is such that more than thirty (30) days are reasonably required for its cure, then County shall not be deemed to be in default if County commenced such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.

14.06 Surrender of Premises. Tenant expressly agrees that it shall immediately surrender the Premises to County in good condition, upon expiration or termination of this Lease, depreciation and wear from ordinary use for the purpose for which the Premises were leased being excepted. In the event Tenant shall holdover, refuse, or fail to give up the possession of the Premises at the termination of this Lease, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire time period of such holdover, double Rental, as provided for in Section 83.06, Florida Statutes. Tenant shall remove all of its personal property from the Premises prior to the expiration of this Lease. Any personal property of Tenant not removed by Tenant shall, at the option of County, become the property of County, or alternatively, may be disposed of by County at Tenant's expense.

#### **ARTICLE 15** **ASSIGNMENT, TRANSFER AND SUBLETTING**

Tenant shall not, in any manner, assign, transfer or otherwise convey an interest in this Lease, the Premises or any portion thereof ("Assignment"), without the prior written consent of County, which consent shall not be unreasonably withheld. County shall not be deemed to have withheld its consent unreasonably unless County has been furnished evidence establishing that the proposed assignee: (a) has the ability to make the rental payments required under this Lease;

(b) has sufficient experience to operate the facilities constructed or to be constructed on the Premises in the manner required hereunder; (c) has the ability to otherwise perform all of the terms, conditions and covenants of this Lease; and (d) agrees to assume all obligations, responsibilities and liabilities of Tenant arising on and after the effective date of the Assignment. Any attempted Assignment without County approval shall be null and void. In the event County consents in writing to an Assignment, Tenant shall have the right to assign this Lease to the extent permitted by County's consent to such Assignment, provided that the use of the Premises shall be limited to the same uses as are permitted under this Lease. Any permitted Assignment shall be subject to the same conditions, obligations and terms as set forth herein. Tenant shall have the right to sublease the Premises subject to the prior written consent of County, which consent shall not be unreasonably withheld. All subleases shall be subject to the same conditions, obligations, and terms as set forth herein and Tenant shall be fully responsible for the observance by its subtenants of the terms and covenants contained in this Lease. Notwithstanding any provision of this Lease to the contrary, the consent of County shall not be required for an Assignment of this Lease in its entirety where all or substantially all of the assets of Tenant are acquired by another entity by reason of a merger acquisition, or other business reorganization, provided that Tenant provides written notice to County ten (10) days prior to the change in ownership. County may freely assign this Lease at any time without the consent of Tenant, and upon assumption by such assignee of County's obligations hereunder, County shall be released from all liability and obligation arising hereunder upon such assignment.

**ARTICLE 16**  
**RIGHTS OF LEASEHOLD MORTGAGEES**

16.01 Right to Mortgage. Tenant may encumber its leasehold estate and interest in the Premises by mortgage, security agreement or other such instrument (any such instrument is hereinafter referred to as "Leasehold Mortgage", and the holder thereof is referred to as "Leasehold Mortgagee") during the Term of this Lease; provided, however, that the entire proceeds of any loan or future advance secured thereby shall be utilized for the construction and improvement of the Premises and further provided that County shall not be obligated to, nor deemed to have subjected or subordinated County's fee simple interest in the Premises to any Leasehold Mortgage, nor subordinated County's interest in this Lease to such Leasehold Mortgage. County's interests in the fee and this Lease are and shall remain at all times superior and prior in right to any Leasehold Mortgage.

16.02 Notice of Default. A Leasehold Mortgagee may provide written notice of its Leasehold Mortgage in the same manner and at the same address as required by this Lease for notices delivered to County, together with the name and address of the Leasehold Mortgagee. In the event such notice is delivered to County, County, upon serving Tenant with any notice under this Lease, shall also serve a copy of that notice upon the Leasehold Mortgagee in the same manner as required by this Lease for notices delivered to Tenant. The delivery shall be made at the address the Leasehold Mortgagee shall have designated in writing to County. County agrees to give the Leasehold Mortgagee written notice of any default by Tenant and of County's intention to terminate this Lease for any reason at least sixty (60) days before the effective date of such termination. The Leasehold Mortgagee shall have the right to perform any of Tenant's covenants or to cure any default by Tenant which is curable by it or to exercise any right



conferred upon Tenant by the Terms of this Lease within such sixty (60) day period or such longer period if the default by Tenant is of such nature that it cannot be cured within such sixty (60) day period, provided that the Leasehold Mortgagee diligently and actively undertakes to cure such default and pursues such cure to completion within a reasonable period of time under the circumstances. The sole remedy available to Leasehold Mortgagee due to the failure of County to provide Leasehold Mortgagee with notice as required hereunder shall be the tolling of the applicable cure period afforded to Leasehold Mortgagee herein until the earlier of provision of such notice to Leasehold Mortgagee or Leasehold Mortgagee's receipt of actual knowledge of such notice. County's failure to provide Leasehold Mortgagee notice as required hereunder shall not alter or affect Tenant's rights or obligations under this Lease, nor extend any cure period afforded to Tenant hereunder, or entitle Tenant to damages or other remedies.

16.03 Opportunity to Cure. County will recognize the Leasehold Mortgagee as the tenant of the Premises and accept the performance by the Leasehold Mortgagee of Tenant's obligations under this Lease, upon written notice from the Leasehold Mortgagee to County that it has taken possession of the Premises, for so long as the Leasehold Mortgagee is in possession of the Premises, and provided that Leasehold Mortgagee diligently and actively undertakes to cure and pursues such cure to completion within a reasonable period of time under the circumstances any then existing defaults by Tenant, and performs Tenant's obligations under this Lease. County agrees that it will not unreasonably withhold or delay its consent to any future assignment by the Leasehold Mortgagee of the rights of Tenant under this Lease; provided that: (a) there is no existing default under this Lease or the Leasehold Mortgagee or such assignee diligently and actively undertakes to cure any such default and pursues such cure to completion as provided above, and (b) the assignee has similar recent experience and knowledge regarding operations being conducted on the Premises and has the financial ability to perform under this Lease, as reasonably determined by County. Upon any valid permitted assignment of this Lease by the Leasehold Mortgagee, Leasehold Mortgagee shall have no further liability under this Lease for obligations arising after such assignment. Any action by the Leasehold Mortgagee to cure any default by Tenant or otherwise to exercise Tenant's rights under this Lease shall not be deemed to be an assumption by the Leasehold Mortgagee of Tenant's obligations under this Lease unless the Leasehold Mortgagee takes possession of the Premises pursuant to a foreclosure or other enforcement of its security interest in this Lease or otherwise expressly assumes such obligations in writing. If the Leasehold Mortgagee takes possession of the Premises or succeeds to the interest of Tenant, County shall accept the Leasehold Mortgagee as tenant under this Lease, and this Lease shall continue in full force and effect, provided that there are no then existing uncured defaults under this Lease, and Leasehold Mortgagee performs all obligations of Tenant under this Lease.

16.04 No Lease Amendments. This Lease shall not be amended, modified, terminated or canceled by reason of the exercise of any option or election by Tenant under this Lease, or by the giving of any notice by Tenant under this Lease, unless such amendment, modification, termination or cancellation is assented to in writing by any Leasehold Mortgagee. Any such attempted amendment or modification, termination or cancellation without that assent shall be void.

16.05 Limitation of Liability. A Leasehold Mortgagee shall only be liable to perform the obligations imposed on Tenant in this Lease during the period that the Leasehold Mortgagee is in possession or ownership of the leasehold estate created by this Lease.

16.06 Certificates. Each party agrees, at any time and from time to time upon not less than twenty (20) days prior written notice by the other party, to execute, acknowledge and deliver to the other party a statement in writing certifying: (a) whether this Lease is in full force and effect, and if it is alleged that this Lease is not in full force and effect, setting forth the nature thereof in reasonable detail; (b) whether this Lease has been supplemented or amended, specifying the manner in which it has been supplemented or amended; (c) the date to which all rental payments have been made; (d) the commencement and expiration date of this Lease; and (e) whether or not, to the best of the knowledge of the signer of such statement, the other party is in default or may be with notice or the passage of time, or both, in keeping, observing or performing any term, covenant, agreement, provision, condition or limitation contained in this Lease and if in default, specifying each such default, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by the other party, any prospective assignee of the other party's interest in this Lease or any Leasehold Mortgagee, but reliance on such certificate may not extend to any default as to which the signer shall not have had actual knowledge.

16.07 Subordination of Landlord's Lien. County does hereby subordinate its statutory landlord's lien to the lien and operation of any Leasehold Mortgage. This subordination of County's lien shall be self operative.

16.08 Release of Lien. Upon the scheduled expiration or early termination of this Lease, provided such termination is in accordance with the terms of this Lease including, without limitation, this Article, Tenant and/or Leasehold Mortgagee, as appropriate, shall promptly execute, in recordable form, and deliver to County, a termination of lease, termination of memorandum of lease, release of mortgage and such other documents as County may reasonably require (collectively, the "Release Documents"). In the event Tenant or Leasehold Mortgagee fails to provide the foregoing Release Documents within thirty (30) days after County's written request therefore, County shall be entitled to execute the same for and on behalf of Tenant and/or Leasehold Mortgagee and Tenant and Leasehold Mortgagee hereby appoint County as attorney in fact for the limited purpose of execution of such Release Documents.

16.09 Indemnification. By acceptance of the rights and benefits conferred upon a Leasehold Mortgagee by this Article, such Leasehold Mortgagee agrees, for itself and its successors and assigns, that it shall be bound by the terms of this Article as if such Leasehold Mortgagee were a direct party hereto and further agrees to protect, defend, reimburse, indemnify and hold County, its agents, employees, and elected officers harmless from and, against all claims, liability, expense, loss, costs, damage, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise arising due to the Leasehold Mortgagee's negligence or willful misconduct in connection with its entry upon the Premises for inspection or other purposes.

**ARTICLE 17**  
**INDEMNIFICATION**

Tenant agrees to protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, arising out of this Lease or Tenant's use or occupancy of the Premises, including, without limitation those arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Tenant's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of Tenant or any breach of the terms of this Lease; provided, however, Tenant shall not be responsible to County for damages resulting out of bodily injury (including death) or damages to property which are judicially determined to be solely attributable to the negligence of County, its respective agents, servants, employees and officers. Tenant further agrees to hold harmless and indemnify County for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from or in any way arising out of or due to Tenant's activities or operations or use of the Premises whether or not Tenant was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving the activities. This indemnification shall be extended to include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of or at the request of Tenant. Tenant recognizes the broad nature of this indemnification and hold-harmless provision, and acknowledges that County would not enter into this Lease without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by County in support of this indemnification in accordance with the laws of the State of Florida. The obligations arising under this Article shall survive the expiration or termination of this Lease.

**ARTICLE 18**  
**SIGNS**

Tenant may install and operate upon or in the Premises, and at Tenant's sole cost and expense, signs representing the businesses operating on the Premises. Tenant acknowledges County's desire to maintain a high level of aesthetic quality on the Airport and agrees that all signage shall be of first class design and appearance. Tenant covenants and agrees that, in the exercise of its privilege to install and maintain appropriate signage on the Premises, Tenant shall submit to County the size, design, content, and intended location of each and every sign it proposes to install on or within the Premises. No signs of any type shall be installed on or within the Premises without the prior written approval of County as to the size, design, content, and location. Handwritten, hand lettered and hand held signs are prohibited. County shall have the right to require Tenant to remove any unapproved signage. In the event Tenant fails, refuses or neglects to remove any unapproved signage within fifteen (15) days of County's written notice to do so, County may also elect, at its sole option, to cause such signage to be removed on behalf of and for the account of Tenant. Tenant shall reimburse County the actual cost of such removal

services, plus a twenty five percent (25%) administrative overhead within thirty (30) days of the date of the invoice therefor. County's failure to require removal of any sign placed on or about the Premises without written permission shall not be deemed a waiver of County's authority to require removal of any unapproved sign.

**ARTICLE 19**  
**LAWS, REGULATIONS AND PERMITS**

19.01 General. Tenant agrees that throughout the Term and any extension thereof, Tenant shall at all times be and shall remain in full and complete compliance with all applicable Federal, State and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended, including, but not limited to, FAA Advisory Circulars and Airport Rules and Regulations.

19.02 Permits and Licenses Generally. Tenant agrees that it shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, and maintaining current, and fully complying with, any and all permits, licenses and other governmental authorizations, however designated, as may be required at any time throughout the Term of this Lease or any extension thereof by any Federal, State or local governmental entity or any court of law having jurisdiction over Tenant or Tenant's operations and activities, for any activity of Tenant's conducted on the Premises and for any and all operations conducted by Tenant including ensuring that all legal requirements, permits, and licenses necessary for or resulting, directly or indirectly, from Tenant's operations and activities on the Premises have been obtained and are in full legal compliance. Upon the written request of County, Tenant shall provide to County certified copies of any and all permits and licenses which County may request.

19.03 Air and Safety Regulation. Tenant agrees that it shall conduct its operations and activities under this Lease in a safe manner, shall comply with all safety regulations of the Department and with safety standards imposed by applicable Federal, State and local laws and regulations and shall require the observance thereof by all employees, subtenants, contractors, business invitees and all other persons transacting business with or for Tenant resulting from, or in any way related to, the conduct of Tenant's business on the Premises. Tenant shall procure and maintain such fire prevention and extinguishing devices as required by County and by law and shall at all times be familiar and comply with the fire regulations and orders of County and the fire control agency with jurisdiction at the Airport, as same may now exist or hereafter come into being. Tenant hereby agrees that neither Tenant, nor employee or contractor or any person working for or on behalf of Tenant, shall require any personnel engaged in the performance of Tenant's operations to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health or safety, as determined by standards adopted pursuant to the Occupational Safety and Health Act of 1970, as same may be amended from time to time, as well as all State and local laws, regulations, and orders relative to occupational safety and health.

19.04 Environmental and Natural Resource Laws, Regulations and Permits.

- (A) Notwithstanding any other provision of the Lease to the contrary, Tenant hereby expressly covenants, warrants, guarantees and represents to County, upon which County expressly relies, that Tenant is knowledgeable of any and all Federal, State and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which in any way, apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Tenant of its operations pursuant to this Lease or upon the Premises. Tenant agrees that it shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources, now existing or hereafter adopted or amended, including, but not limited to, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, and Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("Superfund").
- (B) Tenant acknowledges and understands that its operations performed pursuant to this Lease may involve the generation, processing, handling, storing, transporting and disposal of certain hazardous and/or toxic materials which are, or may be, subject to regulation by Federal, State or local laws, ordinances, regulations, rules, orders or other governmental rules and requirements.
- (C) Tenant expressly covenants, warrants, guarantees and represents to County, upon which County expressly relies, that Tenant is knowledgeable of all such governmental laws and regulations governing hazardous and/or toxic waste, ground water contamination, air and water pollution, oil spills, sanitary and industrial waste, pollutants, cooling water and industrial storm water drainage. Tenant further expressly covenants, warrants, guarantees and represents that it is fully qualified to handle and dispose of any and all such hazardous and/or toxic waste materials, and all other pollutants and contaminants, in a manner which is both safe and in full compliance with any and all applicable Federal, State and local laws and regulations.
- (D) Tenant hereby expressly assumes and accepts full responsibility and liability for compliance with all such governmental laws and regulations in the handling and disposal of any and all hazardous waste and/or toxic materials, and all pollutants or contaminants of any kind, resulting from or arising out of Tenant's operations conducted on the Premises, and Tenant shall, prior to commencement of any such operations pursuant to this Lease, secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter thereof. Tenant further represents, warrants, guarantees and covenants to County, upon which County hereby expressly relies, that Tenant, its employees, agents,

contractors, and those persons that are required to be so trained working for, or on behalf of, Tenant have been fully and properly trained in the handling of all such hazardous and toxic waste materials, and other pollutants and contaminants, and that such training, at a minimum, complies with any and all applicable Federal, State and local laws, ordinances, regulations, rulings, orders and standards, as now or hereafter amended.

- (E) Tenant shall provide to County satisfactory documentary evidence of all such requisite legal permits and notifications, as hereinabove required and as may be further required, upon request, from time to time by County.
- (F) If Tenant is deemed to be a generator of hazardous waste, as defined by State, Federal or local law:
  - (1) Tenant shall obtain an EPA identification number and the appropriate generator permit and shall comply with all requirements imposed upon a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with the law;
  - (2) Provisions shall be made by Tenant to have an accurate inventory list (including quantities) of all such hazardous, toxic, and other contaminated or polluted materials, whether stored, disposed of, or recycled, available at all times for inspection at any time on the Premises by County;
  - (3) Notification of all hazardous waste activities by Tenant shall be made to the Palm Beach County Solid Waste Authority, Palm Beach County Environmental Resources Management Department, and such other agencies as County may from time to time designate, by Tenant so that it shall be included as a County Generator of such waste; and
  - (4) Tenant agrees that an emergency coordinator and phone number shall be furnished to the Department, Risk Management Department - Safety Division, and to all appropriate governmental entities having jurisdiction thereof in case of any spill, leak, or other emergency situation involving hazardous, toxic, flammable, and/or other pollutant/contaminated materials.
- (G) Violation of any part of the foregoing provisions or disposition by Tenant of any sanitary waste, pollutants, contaminants, hazardous waste, industrial cooling water, sewage or any other materials in violation of the provisions of this Section shall be deemed to be a default under this Lease and shall be grounds for termination of this Lease unless cured within ten

(10) days of notice from the Department or as expeditiously as possible if the default cannot be completely cured within the ten (10) day period. Tenant shall be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures resulting from or in any way connected with the improper use, handling, storage, and/or disposal of all pollutants or contaminated materials, as same are defined by law, by Tenant or by Tenant's employees, invitees, suppliers of service or furnishers of materials or any other person whomsoever, regardless of whether or not a default notice has been issued and notwithstanding any other obligations imposed upon Tenant pursuant to the terms of the Lease. All such remedies of County with regard to environmental requirements as set forth herein shall be deemed cumulative in nature and shall survive expiration or termination of this Lease.

- (H) Tenant agrees to protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees at trial and appellate levels), arising from, resulting out of or in any way caused by or connected to Tenant's failure to comply with any and all applicable Federal, State and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter promulgated for the purpose of protecting the environment or natural resources. Tenant understands that this indemnification is in addition to and is a supplement of Tenant's indemnification agreement set forth in Article 17 of this Lease. Tenant acknowledges the broad nature of this indemnification and hold-harmless clause and that County would not enter into this Lease without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by County in support of this indemnification in accordance with the laws of the State of Florida. The obligations arising under this paragraph shall survive the expiration or termination of this Lease.

19.05 Environmental Assessment. Tenant acknowledges receipt of the County Assessment. At least one hundred twenty (120) days, but no more than one hundred eighty (180) days, prior to the expiration or earlier termination of the Lease, Tenant shall cause a Phase I Environmental Assessment (the "Phase I ESA") of the Premises to be prepared and delivered to County. If requested by County or, if the Phase I ESA indicates that there is a potential that environmental conditions may exist on the Premises or the adjacent property based on activities that have occurred or are occurring on the Premises, Tenant shall promptly cause a Phase II Environmental Assessment of the Premises to be prepared and delivered to County. The ESAs shall be prepared by a professional geologist or engineer licensed by the State of Florida, acceptable to County, and shall be prepared to meet the standards of practice of the American Society of Testing and Materials, to determine the existence and extent, if any, of Hazardous

Substances on the Property. The ESAs shall state that County is entitled to rely on the information set forth in the ESAs. The ESAs shall be prepared and delivered to County at Tenant's sole cost and expense. The Phase II ESA must address any potential environmental conditions or areas of contamination identified in the Phase I portion of the assessment. To the extent the environmental conditions and/or contamination identified in the environmental assessments are a result of Tenant and/or its officers, employees, subtenants, contractors or invitees activities or operations on the Premises, Tenant shall, at its sole cost and expense, promptly commence and diligently pursue to completion any assessment, remediation, clean-up and/or monitoring of the Premises necessary to bring the Premises into compliance with Environmental Laws. The parties agree that there shall be a presumption that any environmental conditions and/or contamination identified in the environmental assessments obtained by Tenant, which were not identified in County Assessment, are the result of the activities or operations of Tenant during the Term of this Lease. The requirements of this paragraph shall be in addition to any other provisions of the Lease relating to the condition of the Premises and shall survive the termination or expiration of the Lease.

**ARTICLE 20**  
**AMERICANS WITH DISABILITIES ACT**

Tenant shall comply with the applicable requirements of the Americans with Disabilities Act and the State of Florida Accessibility Requirements Manual, and any similar or successor laws, ordinances, rules, and regulations, including cooperation with County, concerning the same subject matter.

**ARTICLE 21**  
**DISCLAIMER OF LIABILITY**

COUNTY HEREBY DISCLAIMS, AND TENANT HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS LEASE OR ANY EXTENSION THEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF TENANT OR TENANT'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY IS JUDICIALLY DETERMINED TO HAVE BEEN CAUSED BY COUNTY'S SOLE NEGLIGENCE OR IS CAUSED BY COUNTY'S BREACH OF ITS OBLIGATIONS UNDER THIS LEASE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE LEASING OF THE PREMISES PURSUANT TO THIS LEASE. TENANT RELEASES COUNTY FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY COUNTY RELATING TO THIS LEASE. FURTHERMORE, TENANT



ACKNOWLEDGES AND AGREES THAT ITS USE OF ANY SUCH INFORMATION, WHETHER PREPARED OR PROVIDED BY COUNTY OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS LEASE WAS AT ITS SOLE RISK.

**ARTICLE 22**  
**GOVERNMENTAL RESTRICTIONS**

22.01 Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located for public purposes for a period in excess of ninety (90) days, either party may terminate this Lease by providing written notice of such termination to the other party and the parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or as a result thereof. This Section shall not act or be construed as a waiver of any rights Tenant may have against the United States as a result of such taking.

22.02 County Tax Assessment Right. None of the terms, covenants and conditions of this Lease shall in any way be construed as a release or waiver on the part of County, as a political subdivision of the State of Florida, or any of the public officials of County, of the right to assess, levy, and collect any ad valorem, non ad valorem, license, personal, intangible, occupation, or other tax which shall be lawfully imposed on the Premises, the business or property of Tenant.

22.03 Height Restriction. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Title 14, Part 77 of the Code of Federal Regulations, as now or hereafter amended.

22.04 Right of Flight. County reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of, or flight in, said airspace for landing on, taking off from, or operating on the Airport.

22.05 Operation of Airport. Tenant expressly agrees for itself, its sublessees, successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard.

22.06 Release. Tenant acknowledges that noise and vibration are inherent to the operation of Airport and hereby releases County from any and all liability relating to the same.

22.07 Exclusive Rights. Notwithstanding any provision of this Lease to the contrary, Tenant understands and agrees that the rights granted under this Lease are nonexclusive, other than the exclusive right of use of the Premises, and that County may grant similar privileges to another lessee or other lessees on other parts of the Airport.

22.08 Hazardous Wildlife Attractants. Tenant shall be prohibited from using the Premises in a manner which attracts, or has the potential to attract, hazardous wildlife to or in the vicinity of the Airport. Tenant acknowledges that water detention and retention areas are considered wildlife attractants and shall request the approval of the Department prior to constructing new water detention or retention areas, or modifying existing water detention or retention areas within the Premises. If approved by the Department, water detention or retention areas shall be in compliance with the siting, design and construction requirements of the Department. Tenant further agrees to comply with the provisions of Federal Aviation Administration Advisory Circular No. 150/5200-33, as now or hereafter amended, as such circular is interpreted by the Department.

**ARTICLE 23**  
**NON-DISCRIMINATION**

23.01 Non-Discrimination in County Contracts. Tenant acknowledges that County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Tenant is prohibited from discriminating against any employee, applicant, or client because of race, color, creed, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or gender identity and expression.

23.02 Federal Non-Discrimination Covenants.

- (A) Tenant, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as follows:
- (1) In the event facilities are constructed, maintained or otherwise operated on the Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended.
  - (2) No person, on the grounds of race, color or national origin, shall be unreasonably excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in Tenant's personnel policies and practices or in the use or operation of Tenant's services or facilities.
  - (3) Tenant agrees that in the construction of any improvements on, over, or under Airport land and the furnishing of services thereon, no person, on the grounds of race, color, or national origin, shall be unreasonably excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

- (4) Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended.
  - (5) In the event of a breach of any of the above nondiscrimination covenants, County shall have the right to terminate this Lease and re-enter the Assigned Premises as if this Lease had never been made or issued. This Lease shall not be terminated pursuant to this paragraph until the procedures of 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.
- (B) Tenant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded in participating in any activity conducting with or benefitting from Federal assistance.
  - (C) Tenant assures that, in performance of its obligations hereunder, it will fully comply with the requirements of 14 CFR Part 152, as now or hereafter amended, to the extent applicable to Tenant, to ensure that no person will be excluded from participation in any employment, contracting or leasing activities covered by such regulations on the grounds of race, creed, color, national origin or sex. Tenant, if required, will provide assurances to County that Tenant will undertake an affirmative action program or steps for equal employment opportunity and will require the same of its subcontractors.
- 23.03 Airport Concession Disadvantaged Business Enterprises ("ACDBE"). This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. It is the policy of the County that ACDBE's shall have the maximum practicable opportunity to participate in the performance of contracts. Tenant agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. Tenant agrees to include the aforementioned statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those business to similarly include the statements in further agreements.
- 23.04 Airport Concession Disadvantaged Business Enterprise Participation.
- (A) Tenant agrees that it shall use good faith efforts to obtain ACDBE participation during the Term of this Agreement. "Good faith efforts" are those efforts that could reasonably be expected to result in ACDBE participation.
  - (B) For the purpose of verifying Tenant's good faith efforts, Tenant shall keep and maintain such books of account and records as necessary to document compliance

with 49 CFR Part 23, as now or hereafter amended or any successor regulation, and this Section 23.04. County and its representatives shall have the right to inspect and audit such books of account and records upon reasonable notice to Tenant at a location convenient for County and its representatives.

- (C) Tenant may be required to provide written reports to the Department up to four (4) times per year, in a form and detail satisfactory to the Department, as to the participation of ACDBE's in this Agreement. If requested by the Department, the reports shall include certification of receipt payment from the ACDBE firms participating in this Agreement, in a form and detail satisfactory to the Department. The Department may require the reports required hereunder to be submitted electronically.
- (D) Tenant shall not terminate an ACDBE firm without good cause and the Department's prior written consent. Before transmitting a request to terminate and/or substitute an ACDBE firm, Tenant must give notice in writing to the ACDBE firm, with a copy to the Department, of its intent to request to terminate and/or substitute, and the reason for the request. Tenant must give the ACDBE firm five (5) days to: (1) respond to the Tenant's notice; and (2) advise the Department and Tenant of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Department should not approve the Tenant's action.
- (E) Failure to satisfy the requirements of this Section 23.04, including, but not limited to, failure to submit any report or other information required by this Section 23.04 to the Department, shall constitute a material default of this Agreement.

**ARTICLE 24**  
**COUNTY NOT LIABLE**

County shall not be responsible or liable to Tenant for any claims for compensation or any losses, damages or injury whatsoever sustained by Tenant resulting from failure of any water supply, heat, air conditioning, electrical current, or sewerage or drainage facility, or caused by natural physical conditions on the Premises, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, hurricane, act of God or state of war, civilian commotion or riot, or any cause beyond the control of County. All personal property placed on or moved on to the Premises shall be at the sole risk of Tenant. County shall not be liable for any damage or loss of any personal property placed or moved on to the Premises.

**ARTICLE 25**  
**AUTHORIZED USES ONLY**

Notwithstanding anything to the contrary herein, Tenant shall not use or permit the use of the Premises or the Airport for any illegal or improper purpose or for any purpose which would

invalidate any policies of insurance, now existing or hereafter written on the Premises or the Airport for County or Tenant.

**ARTICLE 26**  
**MISCELLANEOUS**

26.01 Waiver. The failure of either party to insist on strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that either party may have for any subsequent breach, default, or non-performance, and neither parties' right to insist on strict performance of this Lease shall be affected by any previous waiver or course of dealing.

26.02 Subordination.

- (A) Subordination to Bond Resolution. This Lease and all rights granted to Tenant hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Bond Resolution, and County and Tenant agree that to the extent permitted by authorizing legislation, the holders of the bonds or their designated representatives may exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Tenant and County with the terms and provisions of this Lease and Bond Resolution.
  
- (B) Subordination to State/Federal Agreements. This Lease shall be subject and subordinate to all the terms and conditions of any instrument and documents under which County acquired the land, of which the Premises are a part, or improvements thereon, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Tenant understands and agrees that this Lease shall be subordinate to the provisions of any existing or future agreement between County and the United States of America or State of Florida, or any of their agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds for the development of the Airport.

26.03 Easement. Nothing in this Lease shall impair any existing utility easements, nor impair the right of access to any existing utility lines. County reserves the right to grant utility easements, licenses and rights-of way to others over, under, through, across or on the Premises; provided, however, that such grant is not materially detrimental to the proper conduct of Tenant's operations.

26.04 Independent Contractor. Tenant or any successor in interest to this Lease, is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and County shall in no way be responsible therefor.

26.05 Governmental Authority. Nothing in this Lease shall be construed to waive or limit County's governmental authority as a political subdivision of the State of Florida to regulate Tenant or its operations. County's obligations under this Lease are made in a proprietary capacity, rather than in a governmental capacity and such agreements shall not be construed as limiting, prohibiting or eliminating the obligation of the parties to comply with all applicable rules, regulations, ordinances, statues and laws, nor alter or impair County's governmental functions, including, without limitation, County's right to lawfully exercise its regulatory authority over the development of the Premises, nor as enabling, permitting, or creating any cause of action or claim arising out of the lawful exercise of County's governmental authority.

26.06 Rights Reserved to County. All rights not specifically granted Tenant by this Lease are reserved to County.

26.07 Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision, clause or any portion thereof of this Lease shall have no effect upon the validity of any other part or portion hereof.

26.08 Governing Law. This Lease shall be governed by and in accordance with the laws of the State of Florida.

26.09 Venue. Venue in any action, suit or proceeding in connection with this Lease shall be filed and held in a State court of competent jurisdiction located in Palm Beach County, Florida.

26.10 Inspections. Notwithstanding any provision of this Lease to the contrary, Tenant agrees that authorized employees and representatives of County and any Federal, State and local governmental entity having jurisdiction over Tenant's operations or activities on the Premises shall have the right of access to the Premises pursuant to Section 8.02 of this Lease for the purposes of inspection for compliance with the provisions of this Lease and applicable laws.

26.11 Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, telecopied or faxed (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a Business Day and on the next Business Day if transmitted after 5PM or on a non-Business Day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Attn: Deputy Director, Airports Business Affairs

Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406-1470  
Fax: 561-471-7427

With a copy to:

Attn: Airport Real Estate Attorney  
Palm Beach County Attorney's Office  
301 North Olive Ave, Suite 601  
West Palm Beach, FL 33401  
Fax: 561-355-4398

Tenant:

Enterprise Leasing Company of Florida, LLC  
d/b/a National Car Rental  
5105 Johnson Road  
Coconut Creek, FL 33073  
Fax: 954-354-5001

Any party may from time to time change the address to which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other party.

26.12 Inspector General. County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Tenant, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

26.13 Paragraph Headings. The heading of the various articles and sections of this Lease are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

26.14 No Recording. Neither this Lease, nor any memorandum or short form hereof, shall be recorded in the Public Records of Palm Beach County, Florida, without the prior written consent of the Department.

26.15 Binding Effect. The terms, conditions and covenants of this Lease shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns and subtenants, if any. This provision shall not constitute a waiver of any prohibition against or limitations regarding assignment or subletting.

26.16 Performance. The parties expressly agree that time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

26.17 Construction. No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Lease. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof, shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

26.18 No Broker. Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and further agrees to indemnify, defend and hold harmless County from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees plus cost at trial and all appellate levels, expended or incurred in the defense of any such claim or demand. The obligations set forth in this paragraph shall survive the termination of this Lease.

26.19 Public Entity Crimes. As provided in Section 287.132-133, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3) (a), Florida Statutes.

26.20 Scrutinized Companies. As provided in F.S. 287.135, by entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who perform hereunder, have not been placed on the Scrutinized Companies Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to F.S. 215.473. If County determines, using credible information available to the public, that a false certification has been submitted by Tenant, this Lease may be terminated and a civil penalty equal to the greater of \$2 Million or twice the amount of this Lease shall be imposed, pursuant to F.S. 287.135.

26.21 Annual Appropriation. Nothing in this Lease shall obligate County, during any fiscal year, to expend money or incur any liability that involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. County's obligations under this Lease, which involve the expenditure of money, shall be subject to annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners in accordance with Chapter 129, Florida Statutes, as it may be amended.

26.22 Consent or Action. In the event that this Lease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole, absolute and unfettered discretion of County or Department, rather than any implied standard of good faith, fairness or reasonableness. Wherever this Lease requires County or Department's



consent or approval or permits County or Department to act, such consent, approval or action may be given or performed by the Director.

26.23 Entirety of Agreement. The parties agree that this Lease sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Lease may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

26.24 Remedies Cumulative. The rights and remedies of the parties hereto with respect to any of the terms and conditions of this Lease shall be cumulative and not exclusive and shall be in addition to all other rights and remedies of the parties.

26.25 Incorporation by References. All terms, conditions and specifications of the RFP; the Proposal; and all exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Lease by reference. In the event of any conflict and for purposes of resolving any disputes which may arise regarding this Lease, the order-of-precedence shall be: (a) this Lease; (b) the RFP; and (c) the Proposal.

26.26 Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

26.27 Survival. Notwithstanding any early termination of this Lease, Tenant shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Tenant hereunder arising prior to the date of such termination.

26.28 No Third Party Beneficiaries. No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizen or employees of County and/or Tenant.

26.29 Condemnation. If the Premises, or any portion thereof, is taken under the power of eminent domain or sold by County under the threat of the exercises of such power (herein referred to as "Condemnation"), the parties shall apportion such award in accordance with the parties' respective interest as of the date of such Condemnation in the Premises so condemned. In the event of a total condemnation of the Premises, this Lease shall terminate as of the date of such taking. In the event of a partial Condemnation, this Lease shall terminate as to the Premises condemned as of the date of such taking and the rental due to County hereunder shall thereupon be reduced pro rata as a result of such taking. If a partial taking will materially and adversely affect Tenant's ability to conduct its business operations upon the remaining Premises, Tenant shall have the right to terminate this Lease upon written notice to County given within thirty (30) days after Tenant receives the actual notice of taking. Such termination will become effective on the date when possession of the portion of the Premises is required by the taking authority.

Termination of this Lease relating to all or a portion of the Premises shall not affect Tenant's entitlement to apportionment as provided above. If this Lease is not terminated as provided for in this Section, then Tenant shall repair or restore the remainder of the Premises to the condition in which it existed prior to such taking. Such restoration shall be performed in accordance with the provisions of this Lease relating to construction of improvements and shall diligently be pursued to completion.

(Remainder of page left blank intentionally.)

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

ATTEST:

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

SHARON R. BOCK,  
CLERK AND COMPTRROLLER

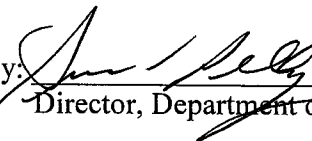
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Steven L. Abrams, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

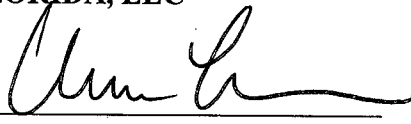
By:  \_\_\_\_\_  
Director, Department of Airports

Signed, sealed and delivered in the  
presence of two witnesses for TENANT:

TENANT:

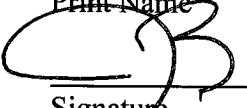
ENTERPRISE LEASING COMPANY  
OF FLORIDA, LLC

 \_\_\_\_\_  
Signature

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

Ian Henderson  
\_\_\_\_\_   
Print Name

Alan Levine  
\_\_\_\_\_   
Print Name

 \_\_\_\_\_  
Signature

G.M./VP  
\_\_\_\_\_   
Title

Jay Rya  
\_\_\_\_\_   
Print Name

(Seal)

**EXHIBIT "A"**  
**TO**  
**DEVELOPMENT SITE LEASE AGREEMENT**  
**LEGAL DESCRIPTION OF THE "PREMISES"**

PROPERTY DESCRIPTION NATIONAL CAR RENTAL  
(PBA LEASE PARCEL DAN-9 & DAN-10)

LEASE PARCEL DAN-9

A PARCEL OF LAND BEING A PORTION OF THE PROPERTY RECORDED IN OFFICIAL RECORD BOOK 619, PAGE 344 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 29, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE SOUTH 88°26'54" EAST ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 665.89 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 29; THENCE NORTH 01°38'24" EAST ALONG THE WEST LINE OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 29, A DISTANCE OF 75.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 75.00 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 29, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 01°38'24" EAST ALONG SAID WEST LINE, A DISTANCE OF 651.00 FEET; THENCE SOUTH 88°27'49" EAST, A DISTANCE OF 233.00 FEET; THENCE SOUTH 01°38'24" WEST, A DISTANCE OF 132.00 FEET; THENCE SOUTH 88°27'49" EAST, A DISTANCE OF 132.00 FEET; THENCE SOUTH 01°38'24" WEST, A DISTANCE OF 519.09 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 75.00 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 29; THENCE NORTH 88°26'54" WEST ALONG SAID NORTH LINE A DISTANCE OF 365.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

LEASE PARCEL DAN-10

A PARCEL OF LAND BEING A PORTION OF THE PROPERTY RECORDED IN OFFICIAL RECORD BOOK 619, PAGE 344 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 29, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE SOUTH 88°26'54" EAST ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 665.89 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 29; THENCE NORTH 01°38'24" EAST ALONG THE WEST LINE OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 29, A DISTANCE OF 726.00 FEET; THENCE SOUTH 88°27'49" EAST, A DISTANCE OF 233.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTH 88°27'49" EAST, A DISTANCE OF 132.00 FEET; THENCE SOUTH 40°26'13" EAST, A DISTANCE OF 875.98 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 75 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 29; THENCE NORTH 88°26'54" WEST, ALONG SAID NORTH LINE A DISTANCE OF 587.02 FEET; THENCE NORTH 01°38'24" EAST, A DISTANCE OF 519.09 FEET; THENCE NORTH 88°27'49" WEST, A DISTANCE OF 132.00 FEET; THENCE NORTH 01°38'24" EAST, A DISTANCE OF 132.00 FEET TO THE POINT OF BEGINNING.

# COUNTY OF PALM BEACH STATE OF FLORIDA

BOARD OF COUNTY COMMISSIONERS

PROJECT NO. 2012013-04

## PBIA LEASE PARCEL OAN-9 & OAN-10 BOUNDARY SURVEY

KAREN T. MARCUS  
DISTRICT 1

PAULETTE BURDICK  
DISTRICT 2

SHELLEY VANA  
DISTRICT 3

STEVEN L. ABRAMS  
DISTRICT 4

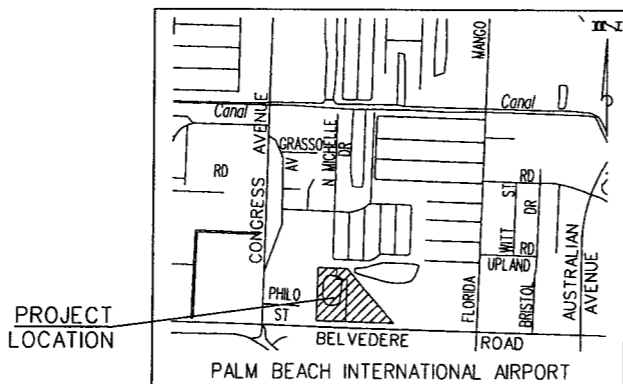
BURT AARONSON  
DISTRICT 5

JESS R. SANTAMARIA  
DISTRICT 6

PRISCILLA A. TAYLOR  
DISTRICT 7



SECTION 29, TOWNSHIP 43 SOUTH, RANGE 43 EAST



LOCATION MAP  
N.T.S.

- LEGEND**
- (C) = CALCULATED
  - (D) = DEED DIMENSIONS PER DRB 678- PG 344
  - (M) = MEASURED BASED ON GRID HAD 83 1990 BEARINGS
  - (MAC) = MEASURED AND CALCULATED
  - ALUM. = ALUMINUM
  - BWLF = BARBED WIRE CHAIN LINK FENCE
  - CBS = CONCRETE BLOCK STRUCTURE
  - CLF = CHAIN LINK FENCE
  - CHP = CORRUGATED METAL PIPE
  - CONC. = CONCRETE
  - EDM = EDGE OF WATER
  - FOOT = FLORIDA DEPARTMENT OF TRANSPORTATION
  - GRDRL = GUARDRAIL
  - IR/C = IRON ROD & CAP
  - LS = LICENSED SURVEYOR
  - LB = LICENSED BUSINESS
  - NTS = NOT TO SCALE
  - ORB = OFFICIAL RECORD BOOK
  - PG. = PAGE
  - PE/W = PARKER SAELOW NAIL & WASHER
  - POB = POINT OF BEGINNING
  - POC = POINT OF COMMENCEMENT
  - R/W = RIGHT OF WAY
  - RD = ROAD BOOK
  - TOD = TOP OF BANK
  - TR = TRAIL
  - CB = CATCH BASIN
  - ED = ELECTRIC BOX
  - FD = FIRE HYDRANT
  - GUY WIRE
  - LP = LIGHT POLE
  - CP = CONCRETE (UNLESS OTHERWISE NOTED)
  - CP = CONCRETE POWER POLE
  - MP = WOODEN POWER POLE
  - ST = STORM MANHOLE
  - TS = TRAFFIC SIGN
  - WELL
  - = RIGHT-OF-WAY LINE
  - = OVERHEAD ELECTRIC OR UTILITY LINE

PALM BEACH COUNTY  
ENGINEERING AND PUBLIC WORKS  
ENGINEERING SERVICES  
3000 NORTH JOG ROAD  
WEST PALM BEACH, FL 33411

PALM BEACH COUNTY  
ENGINEERING AND PUBLIC WORKS  
ENGINEERING SERVICES  
3000 NORTH JOG ROAD  
WEST PALM BEACH, FL 33411

BY DATE

REVISION

NO.

SCALE: 1" = 40'

APPROVED: G. W. M. (DATE)

DRAWN: D. J. C.

CHECKED: N. J. H.

DATE DRAWN: 01/31/12

FIELD BOOK NO. 5-3-12-3278

PROJECT: PBIA LEASE  
PARCEL DAN-9 & DAN-10  
BOUNDARY SURVEY

DESIGNER: G. W. M. (DATE) 5-3-12-3278

SHEET: 1

OF: 2

PROJECT NO. 2012013-04

PROPERTY DESCRIPTION NATIONAL CAR RENTAL  
(PBIA LEASE PARCEL DAN-9 & DAN-10)

LEASE PARCEL DAN-9

A PARCEL OF LAND BEING A PORTION OF THE PROPERTY RECORDED IN OFFICIAL RECORD BOOK 619, PAGE 344 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 29, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE SOUTH 88°26'54" EAST ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 665.88 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 29; THENCE NORTH 01°30'24" EAST ALONG THE WEST LINE OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 29, A DISTANCE OF 75.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 75.00 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 29; SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 01°30'24" EAST ALONG SAID WEST LINE, A DISTANCE OF 651.00 FEET; THENCE SOUTH 88°27'49" EAST, A DISTANCE OF 233.00 FEET; THENCE SOUTH 01°30'24" WEST, A DISTANCE OF 132.00 FEET; THENCE SOUTH 88°27'49" EAST, A DISTANCE OF 132.00 FEET; THENCE SOUTH 01°30'24" WEST, A DISTANCE OF 519.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 75.00 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 29; THENCE NORTH 88°26'54" WEST ALONG SAID NORTH LINE, A DISTANCE OF 365.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

LEASE PARCEL DAN-10

A PARCEL OF LAND BEING A PORTION OF THE PROPERTY RECORDED IN OFFICIAL RECORD BOOK 619, PAGE 344 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 29, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE SOUTH 88°26'54" EAST ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 665.88 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 29; THENCE NORTH 01°30'24" EAST ALONG THE WEST LINE OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 29, A DISTANCE OF 75.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 75.00 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 29; SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 01°30'24" EAST, A DISTANCE OF 132.00 FEET; THENCE SOUTH 88°27'49" EAST, A DISTANCE OF 233.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 75.00 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 29; THENCE NORTH 88°26'54" WEST ALONG SAID NORTH LINE, A DISTANCE OF 365.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 75.00 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 29; THENCE SOUTH 88°27'49" EAST, A DISTANCE OF 132.00 FEET TO THE POINT OF BEGINNING.

**SURVEYOR'S REPORT**

THE PROPERTY AS SURVEYED (MEASURED) CONTAINS 420-757 SQUARE FEET OR 9.8429 ACRES MORE OR LESS.

PARCEL DAN-9 CONTAINS 220-230 SQUARE FEET OR 5.0554 ACRES, MORE OR LESS.  
PARCEL DAN-10 CONTAINS 200-527 SQUARE FEET OR 4.7071 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON A GRID (HAD 83-1990) BEARING OF SOUTH 88°26'54" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 43 SOUTH, RANGE 43 EAST AS SHOWN ON THIS SURVEY AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S., IN THE OFFICE OF THE COUNTY ENGINEER @ VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

EXISTING PERMANENT STRUCTURES HAVE BEEN LOCATED AT THE CLIENTS REQUEST. VERTICAL TOPOGRAPHY AND THE LOCATION, SIZE AND TREE SPECIES WERE NOT REQUESTED TO BE SHOWN BY THE CLIENT. ALL ADJUTMENT USAGES (ENCROACHMENTS) ALONG THE BOUNDARY LINES WERE LOCATED AT THE CLIENTS REQUEST.

NO WETLAND DETERMINATIONS OR DELINEATIONS WERE CONDUCTED BY THIS SURVEY.

SEE THE RECORDED DOCUMENTS CITED ON THIS DRAWING FOR ADDITIONAL INFORMATION.

FIELD WORK FOR THIS PROJECT IS LOCATED IN FIELD BOOK 1123A, JR., PAGE 54 DATED 10/29/11. INSTRUMENTS USED WERE THE TOPCON GTS601 TOTAL STATION AND GRAY HUSKY DATA COLLECTOR.

EXISTING PROPERTY CORNERS WERE LOCATED AROUND THE PERIMETER OF THIS PROPERTY AND USED TO DETERMINE THE LOCATION OF THE RIGHT-OF-WAY AND SUBJECT BOUNDARY IN RELATIONSHIP TO PARCEL LEASE DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 619, PAGE 344 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LEGAL ACCESS TO THE PARCEL IS PROVIDED VIA BELVEDERE ROAD TO THE SOUTH AS SHOWN AND NOTED ON THE MAP SHEET OF THIS SURVEY.

THE PROJECTS FIELD TRAVERSE WAS BALANCED USING STAM NET PRO VERSION 6.0.15. A FIELD TRAVERSE WAS RUN IN ORDER TO ESTABLISH STATE PLANE COORDINATES ON THE ENTIRE SITE. EXISTING STATE PLANE COORDINATED SECTION CORNERS (THE CORNER OF SECTION 29/43/43 AND NORTH QUARTER CORNER OF SECTION 29/43/43) WERE RECOVERED FROM PALM BEACH COUNTY'S DATUMS. TWO MONUMENTS WERE HELD FIXED IN THE TRAVERSE ADJUSTMENT. SECTION WAS BROKEN DOWN IN ACCORDANCE WITH PALM BEACH COUNTY SECTION CORNER POSITIONS. SEE CERTIFIED CORNER RECORDS 54080, 54081, 54082, 54084, 54085, 54087, 54088 & 54089.

THE FILE NAMES ARE 20012013-04.PRJ, 12013-04.2AK, AND 2012013-04 PBIA LEASE PARCEL DAN-9 & DAN-10.DOC.

FIELD WORK COMPLETED ON 01/09/2012.

UNDERGROUND FOUNDATIONS AND UTILITIES MAY BE PRESENT. NO UNDERGROUND FOUNDATIONS OR UTILITIES WERE LOCATED BY THIS SURVEY.

ALL ESTABLISHED CONTROL BASED ON THE MEASUREMENTS SHOWN, MEET OR EXCEED THE RELATIVE DISTANCE ACCURACY REQUIREMENT OF 1:110,000 (COMMERCIAL HIGH RISK) REQUIRED BY THIS SURVEY.

DATE OF AERIAL PHOTO BY OTHERS 11/23/2010 - 12/12/2010. THIS IS AN ORTHO-IMAGE OR STEREO-PHOTO. THE PHOTO HAS NOT CONTROLLED, TANGLED OR FIELD VERIFIED BY THE SIGNING SURVEYOR AND IS FOR INFORMATIONAL PURPOSES ONLY.

COORDINATES SHOWN ARE GRID

DATUM = NAD 83, 1990 ADJUSTMENT

ZONE = FLORIDA EAST

LINEAR UNITS = US SURVEY FOOT

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

ALL DISTANCES ARE GROUND.

PROJECT SCALE FACTOR = 1.00049564

GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

CERTIFIED TO: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS,  
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREIN WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY MEETS MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 59-11, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GLENN W. MARK, P.L.S.  
FLORIDA CERTIFICATE NO. 5304

DATE



PROJECT NO. 2012013-04

SHEET: 2

OF 1

PROJECT: PBIA LEASE PARCEL DAN-9 & DAN-10 BOUNDARY SURVEY

DESIGN FILE NAME: S-3-12-3278.dgn

DRAWING NO.: S-3-12-3278

DATE: 02/27/12

SCALE: 1" = 40'

APPROVED: C.M.K.

DRAWN: B.J.C.


CHECKED: M.J.M.

FIELD BOOK NO.: 1123L JR

NO.	REVISION	BY	DATE

**PALM BEACH COUNTY**  
**ENGINEERING AND PUBLIC WORKS**  
**ENGINEERING SERVICES**

2300 NORTH JOG ROAD  
 WEST PALM BEACH, FL 33411





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/09/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. 701 Market Street Suite 1100 St. Louis, MO 63101		<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
ENTER -STND-GAW-12-13      41AE    Vangua    NoC      Airpor		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Enterprise Leasing Company of Florida, LLC / Vanguard Car Rental dba National Car Rental & Alamo Rent A Car 600 Terminal Dr. Ste 202 Ft. Lauderdale, FL 33315		<b>INSURER A:</b> The Travelers Indemnity Company of Connecticut <b>NAIC #</b> 25682	
		<b>INSURER B:</b> Travelers Property Casualty Co. of America      25674	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-004534265-04      **REVISION NUMBER:** 13

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (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 checked="" type="checkbox"/> Fire Damage (Any One Fire)  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			HC2E-GLSA-474M7351-TCT-12	09/01/2012	09/01/2013	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SIR 2,000,000			HE-EAP-474M7302-TCT-12	09/01/2012	09/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			HC2J-UB-474M7050-12 (AOS) HRJ-UB-474M7062-12 (WI) HWXJ-UB-474M7074-12 (OH XS WC) SEE ATTACHED	09/01/2012 09/01/2012 09/01/2012	09/01/2013 09/01/2013 09/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: GPBR - 41AE; ADDRESS - 2125 Belvedere Rd., West Palm Beach, FL

Certificate Holder is added as an additional insured where required by written contract. Auto coverage insures any Auto owned or leased by the named insured while operated by employees of the named insured. No coverage provided to renters under this policy. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of Subrogation is applicable where required by written contract.

**CERTIFICATE HOLDER**Palm Beach County Dept of Airports  
Palm Beach International Airport  
Bldg 846  
West Palm Beach, FL 33406**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

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**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Marsh USA Inc.		<b>NAMED INSURED</b> Enterprise Leasing Company of Florida, LLC / Vanguard Car Rental dba National Car Rental & Alamo Rent A Car 600 Terminal Dr. Ste 202 Ft. Lauderdale, FL 33315	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Workers Compensation coverage for employees in the States of North Dakota, Washington and Wyoming is provided through the Monopolistic State programs. Workers Compensation coverage for employees in Ohio is self insured. The Workers Compensation policies, shown on this Certificate of Insurance, only provide Employers Liability coverage for the employees in the States of North Dakota, Washington, Wyoming and Ohio. The Employers Liability limits on the Ohio Excess WC policy are \$3,000,000 XS of a \$2,000,000 S.I.R.

With regards to The Travelers Indemnity Company of Connecticut General Liability Policy # HC2E-GLSA-474M7351-TCT-12 and Automobile Liability policy # HE-EAP-474M7302-TCT-12:

In the event Travelers Indemnity Company of Connecticut (the insurer) cancels the General Liability policy or the Automobile policy prior to the expiration date shown in the Declarations for any reason other than nonpayment of premium, the insurer will provide 30 days advance written notice (10 days in the event the insurer cancels for nonpayment of premium) to the certificate holder.

With regards to the Travelers Property Casualty Co of American AOS WC policy number HC2J-UB-474M7050-12 and WI WC policy number HRJ-UB-474M7062-12:

Except for non-payment of premium by Enterprise Holdings, Inc. Travelers Property Casualty Co of America (the insurer) agrees that no cancellation or limitation of this policy shall become effective until 30 day's written notice has been mailed to Enterprise Holdings, Inc. and to the person or organization at the address provided to the insurer.





# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
03/08/2012

VL 0201

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

<b>AGENCY</b> Marsh USA Inc. 701 Market Street Suite 1100 St. Louis, MO 63101 Attn: stlouis.certrequest@marsh.com; f: 212-948-0811 ENTER -Van-PROP-12-13		<b>PHONE (A/C, No, Ext):</b>	<b>COMPANY</b> (See Attached)	
<b>FAX (A/C, No):</b>	<b>E-MAIL ADDRESS:</b>			
<b>CODE:</b>	<b>SUB CODE:</b>			
<b>AGENCY CUSTOMER ID #:</b>		<b>LOAN NUMBER</b>		<b>POLICY NUMBER</b> SEE ATTACHED
<b>INSURED</b> Vanguard Car Rental USA LLC Enterprise Leasing Company of Florida, LLC dba National Car Rental & Alamo Rent A Car 600 Terminal Dr. Ste 202 Ft. Lauderdale, FL 33315		<b>EFFECTIVE DATE</b> 03/01/2012	<b>EXPIRATION DATE</b> 03/01/2013	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>				

### PROPERTY INFORMATION

**LOCATION/DESCRIPTION**  
 RE:GPBR 41AD, 41AC, 41AE Location: 2121 BELVEDERE ROAD, WEST PALM BEACH FL.

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 EVIDENCE OF PROPERTY INSURANCE 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.

### COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
ALL RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE INCLUDING EQUIPMENT BREAKDOWN, EARTHQUAKE AND FLOOD (FLOOD COVERAGE INCLUDES FLOOD ZONES A&V); SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.  VALUATION: REPLACEMENT COST FOR PROPERTY DAMAGE; SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.	4,845,000	SEE ATTACHED

### REMARKS (Including Special Conditions)

Certificate Holder is added as add'l insured where required by written contract.  
 Building: \$4,500,000      Contents: \$44,000      Improvements: \$345,000

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

### ADDITIONAL INTEREST

 CHI-003556333-28

<b>NAME AND ADDRESS</b> PALM BEACH COUNTY - DEPT. OF AIRPORTS PALM BEACH INTERNATIONAL AIRPORT BUILDING 846 WEST PALM BEACH, FL 33406-1491	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
<b>LOAN #</b>		
<b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>		

ACORD 27 (2009/12)

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AGENCY CUSTOMER ID: ENTER

LOC #: St. Louis



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Marsh USA Inc.		<b>NAMED INSURED</b> Vanguard Car Rental USA LLC Enterprise Leasing Company of Florida, LLC dba National Car Rental & Alamo Rent A Car 600 Terminal Dr. Ste 202 Ft. Lauderdale, FL 33315	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 27 FORM TITLE: Evidence of Property Insurance

Lexington Insurance Company Policy # 012944753  
 Lloyd's of London Policy # DP869312  
 Liberty Mutual Fire Insurance Company Policy # YS2L9L450302022  
 Torus Specialty Insurance Company Policy # 11561A122A

**DEDUCTIBLES:**

\$100,000 per occurrence, except:

5% of the actual value per unit of insurance at the time when such loss occurs at locations within the State of California for the peril of Earthquake subject to a minimum of \$500,000 per occurrence

\$1,000,000 per occurrence as respects loss or damage caused by the peril of Named Windstorm at Tier 1 & Tier 2 locations

\$500,000 per occurrence as respects loss or damage caused by the peril of Hail

\$100,000 per occurrence for flood, except:

\$500,000 per occurrence as respects locations situated within special flood hazard areas as designated by the Federal Flood Emergency Management Association - Equivalent to Federal Flood Zones A and V and Subsets thereof.

**Waiting Period:**

24 Hours as respects Service Interruption

**AFFIDAVIT OF LIMITED LIABILITY COMPANY**

STATE OF MISSOURI

COUNTY OF SAINT LOUIS

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is a Manager and Vice President of Enterprise Leasing Company of Florida, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Company").

2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.

3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.

4. The company is a manager managed limited liability company.

5. The undersigned is a manager and vice president of the Company or has been authorized by majority vote of the managers to act on behalf of the Company and designates and authorizes Alan D. Levine, Vice President and General Manager of Company ("Designate"), to legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.


6. The Designate has the right and authority to enter into that certain Lease Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.

7. Upon execution and delivery of such Agreement and documents by the Designate, all of the aforesaid shall be valid agreements of and be binding upon the Company.

8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

  
William W. Snyder individually and as  
Manager and Vice President

SWORN TO AND SUBSCRIBED before me on this 7<sup>th</sup> day of January, 2013, by William W. Snyder, Manager of Enterprise Leasing Company of Florida, LLC on behalf of the Company who is personally known to me OR who produced \_\_\_\_\_, as identification and who did take an oath.

  
Notary Signature

SUSAN E. Cantillon  
Print Notary Name

SUSAN E. CANTILLON  
Notary Public  
Commissioned for St. Louis County  
My Commission Expires: January 19, 2016  
Commission Number: 12434401

NOTARY PUBLIC

State of Missouri at large

My Commission Expires: 1/19/2016