

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "First Amendment") 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, County and Tenant have entered into that certain Lease Agreement dated February 5, 2013 (R2013-0137) (the "Lease") for the lease of certain real property managed by the Department on behalf of County; and

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

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

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

2. Section 5.05 of the Lease ("Security Deposit") is hereby deleted in its entirety and replaced with the following Section 5.05:

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. 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.

3. Ratification of Agreement. Except as specifically modified herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

4. Paragraph Headings. The heading of the various sections of this Amendment 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 Amendment or the Agreement.

5. Effective Date. This Amendment shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

(Remainder of Page Intentionally Left Blank)

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

ATTEST:
SHARON R. BOCK,
CLERK AND COMPTROLLER

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

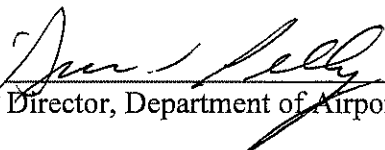
By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Mayor

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:

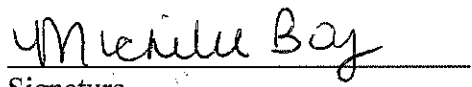
ENTERPRISE LEASING COMPANY
OF FLORIDA, LLC


Signature

By:  _____
Signature

Ian Henderson
Print Name

Alan D. Levine
Print Name


Signature

Vice President & General Manager
Title

Michelle Boy
Print Name

(Seal)

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.

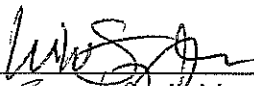
6. The Designate has the right and authority to enter into that certain Lease Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be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

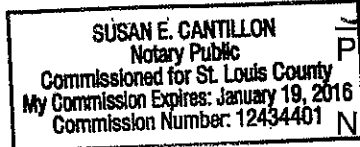
FURTHER AFFIANT SAYETH NAUGHT,


William W. Snyder Individually and as
Manager and Vice President

SWORN TO AND SUBSCRIBED before me on this 7th 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



NOTARY PUBLIC

State of Missouri at large

My Commission Expires: 1/19/2016



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
03/01/2013

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.

AGENCY Marsh USA Inc. 701 Market Street Suite 1100 St. Louis, MO 63101 Attn: stlouis.certrequest@marsh.com; f: 212-948-0811 ENTER -Van-PROP-13-14		PHONE (A/C, No, Ext): 41AD ELC-FL	COMPANY (See Attached)
FAX (A/C, No):	E-MAIL ADDRESS:		
CODE:	SUB CODE:		
AGENCY CUSTOMER ID #: INSURED 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		LOAN NUMBER	POLICY NUMBER SEE ATTACHED
		EFFECTIVE DATE 03/01/2013	EXPIRATION DATE 03/01/2014
		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION

LOCATION/DESCRIPTION RE: GPBR 41AD, 41AE Location: 2121 & 2125 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.	7,355,043	SEE ATTACHED

REMARKS (Including Special Conditions)

Certificate Holder is added as an additional insured and loss payee where required by written contract. Building: \$6,500,000 Improvements: \$855,043

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-003556333-35

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

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AGENCY Marsh USA Inc.		NAMED INSURED 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	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Lloyd's of London Policy # DP948113
 Arch Specialty Insurance Company # PDA005366-00
 Liberty Mutual Fire Insurance Company Policy # YS2-L9L-450302-023
 Allied World Assurance (U.S.) Co., Inc. # 0308-1869-1A
 Lexington Insurance Company # 012944753

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 Wind

\$2,000,000 per occurrence as respects loss or damage caused by the peril of Hail

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

5% of the actual value per unit of insurance at the time when such loss occurs 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 subject to a minimum of \$1,000,000 per occurrence.

Waiting Period:

24 hours as respects Service Interruption



CERTIFICATE OF LIABILITY INSURANCE

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

ER 0201

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).

PRODUCER Marsh USA Inc. 701 Market Street Suite 1100 St. Louis, MO 63101		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):	
ENTER -STND-GAW-12-13 41AE Vangua NoC Airpor		INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED 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		INSURER A: The Travelers Indemnity Company of Connecticut		25682	
		INSURER B: Travelers Property Casualty Co. of America		25674	
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> 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) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> 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 STATUTORY LIMITS <input type="checkbox"/> OTHER 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 <i>Manashi Mukherjee</i>
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AGENCY CUSTOMER ID: ENTER

LOC #: St. Louis



ADDITIONAL REMARKS SCHEDULE

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

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.