

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 6, 2014

[x] Consent [] Regular
[] Ordinance [] Public Hearing

Department:

Submitted By: Department of Airports

Submitted For: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Short Term Lease Agreement (Lease) with Enterprise Leasing Company of Florida, LLC, d/b/a National Car Rental, a Delaware limited liability company, (Enterprise) for the lease of a rental car facility located at the Palm Beach International Airport (Airport) commencing upon approval of the Lease, and expiring on December 31, 2014, with one automatic renewal for one month, resulting in net rental revenues of approximately \$30,293 over the initial term of the Lease.

Summary: This Lease provides for the short term lease a vacant rental car facility located at 2401 Turnage Boulevard at the Airport. Enterprise is in the process of redeveloping its existing rental car facility, which will result in a disruption of its rental car operations. Enterprise has requested the short term lease of a rental car facility located on the Airport; however, it is in need of substantial refurbishment due the fact it has been vacant for a number of years. Rental for the initial term of the Lease is \$130,293. Enterprise has requested rental credit in an amount not to exceed \$100,000 toward the refurbishment and improvement of the facility. Approval of this item will result in the refurbishment of a vacant on-Airport rental car facility, which will make the site more desirable to future tenants as well as generate additional lease revenue to the County. Countywide (HJF)

Background and Justification: Enterprise is an on-Airport rental car concession operator under an Agreement for Rental Car Lease and Concession (R2011-1345) and leases a rental car facility at 2125 Belvedere Road (R2013-0137), which is currently being redeveloped. Enterprise has requested to lease the property at 2401 Turnage Boulevard on a short term basis for the continuity of customer operations during redevelopment of its existing facility, which is anticipated to be completed at the end of 2014. The Department of Airports has been unable to lease the rental car facility located at 2401 Turnage Boulevard since 2008. As a result, the improvements have suffered depreciation from their age and because the facility has remained vacant. Repairs and refurbishment will include refurbishment of the primary customer service building, exterior lighting and irrigation system repairs, refurbishment of the car wash facility, installation of landscaping, repair of security booths and gates and other similar improvements.

Attachments:

1. Lease (3)

Recommended By: [Signature] 4/14/14
Department Director Date

Approved By: [Signature] 4/14/14
County/Deputy/Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures					
Rent Credit	<u>\$60,256</u>	<u>39,744</u>			
External Revenues	<u>(\$78,510)</u>	<u>(51,783)</u>			
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>(\$18,254)</u>	<u>(12,039)</u>			
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes _____ No X _____ 4413/
 Budget Account No.: Fund 4100 Department 120 Unit 8340 RSource 4416
 Reporting Category _____

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

The fiscal impact of this Lease will be the receipt of rentals in the amount of \$130,293 over the initial term, offset by \$100,000 in rental credit (as shown above) over the initial lease term. Additional rental revenue may be received if the one-month renewal occurs.

C. Departmental Fiscal Review: CM Sumner

III. REVIEW COMMENTS

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

[Signature] 4/17/2014
 310 AM OFMB
 4/15 4/16

[Signature] 4/22/14
 Contract Dev. and Control
 4-22-14 [Signature]

B. Legal Sufficiency:

[Signature] 4/23/14
 Assistant County Attorney

C. Other Department Review:

 Department Director

SHORT-TERM LEASE AGREEMENT

Department of Airports

Palm Beach County, Florida

and

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

Enterprise 2401 Turnage Blvd short-term lease 4-10-14

SHORT-TERM LEASE AGREEMENT

THIS SHORT-TERM 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 operates a rental car concession at the Airport, pursuant to that certain Agreement For Rental Car Lease And Concession dated September 13, 2011 (R-2011-1345) (the "Concession Agreement"); and

WHEREAS, in support of Tenant's operations under the Concession Agreement, Tenant leases property at 2125 Belvedere Road on the Airport (the "Belvedere Property") from County pursuant to that certain Lease Agreement dated February 5, 2013 (R-2013-0137) (the "Belvedere Property Lease"); and

WHEREAS, Tenant is redeveloping the Belvedere Property and has requested the short-term lease of property on the Airport to support Tenant's continued rental car operations during construction.

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 "Airport" has the meaning set forth in the Recitals.
- 2.04 "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.
- 2.05 "Assignment" has the meaning set forth in Article 15.
- 2.06 "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.
- 2.07 "Board" means the Board of County Commissioners of Palm Beach County, Florida.
- 2.08 "Bond" has the meaning set forth in Section 5.05.
- 2.09 "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.
- 2.10 "Commencement Date" has the meaning set forth in Section 3.01.
- 2.11 "CPA" has the meaning set forth in Section 6.01(E).
- 2.12 "Department" means the Palm Beach County Department of Airports.
- 2.13 "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.
- 2.14 "Director" means the Director or Acting Director of the Department of Airports.
- 2.15 "Effective Date" means the date that this Lease is approved by the Palm Beach County Board of County Commissioners and signed by all parties.
- 2.16 "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.
- 2.17 "FAA" means the Federal Aviation Administration.

- 2.18 "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, and whether mobile, temporary or permanent. 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.
- 2.19 "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.
- 2.20 "Initial Leasehold Improvements" has the meaning set forth in Section 6.01(A).
- 2.21 "Initial Term" has the meaning set forth in Section 3.01.
- 2.22 "Inspection Period" has the meaning set forth in Section 3.03.
- 2.23 "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.
- 2.24 "Letter of Credit" has the meaning set forth in Section 5.05.
- 2.25 "Loss Payee" has the meaning set forth in Section 10.04.
- 2.26 "Minimum Expenditure" has the meaning set forth in Section 6.01(B).
- 2.27 "Plans" have the meaning set forth in Section 6.01(C).
- 2.28 "Post-Lease Phase I ESA" has the meaning set forth in Section 19.05.
- 2.29 "Pre-Lease Phase I ESA" has the meaning set forth in Section 19.05.
- 2.30 "Premises" means the 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.
- 2.31 "Renewal Term" has the meaning set forth in Section 3.02.
- 2.32 "Rental" has the meaning set forth in Section 5.01.
- 2.33 "Rental Commencement Date" has the meaning set forth in Section 5.03(A).
- 2.34 "Rental Credit" has the meaning set forth in Section 5.02.

- 2.35 "Risk Management Department" means the Palm Beach County Risk Management Department.
- 2.36 "Security Deposit" has the meaning set forth in Section 5.05.
- 2.37 "Statement of Costs" has the meaning set forth in Section 6.01(E).
- 2.38 "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, 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.
- 2.39 "Tenant Parties" has the meaning set forth in Section 11.02.
- 2.40 "Term" means the Initial Term plus any Renewal Term.
- 2.41 "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 upon the Effective Date (the "Commencement Date") and expire on December 31, 2014, 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 one (1) additional period of one (1) month (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 no later than November 30, 2014, 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. Tenant shall pay to County rental in the amount of Seventeen Thousand Two Hundred Sixty-One Dollars (\$17,261.00), per month, together with applicable sales taxes thereon ("Rental").

5.02 Rental Credit. For each payment of Rental through the Initial Term of this Lease, Tenant's Rental amount shall be reduced by Thirteen Thousand Two Hundred Forty-Seven Dollars and Eighty-Six Cents (\$13,247.86) per month, representing a credit for a portion of Tenant's cost to construct the Initial Leasehold Improvements (the "Rental Credit"). The total amount of the Rental Credit shall not exceed the lesser amount of: (i) One Hundred Thousand Dollars (\$100,000.00); or (ii) the actual amount expended on the Initial Leasehold Improvements, as detailed in the CPA statement pursuant to Section 6.01(E). Tenant acknowledges and agrees that Tenant shall not be entitled to reimbursement for the balance of any remaining Rental Credit in the event this Lease is terminated prior the expiration of the Initial Term. There shall be no Rental Credit during any Renewal Term.

5.03 Commencement and Time of Payment.

- (A) Payment of Rental by Tenant to County shall commence on May 15, 2014 (the "Rental Commencement Date"). Commencing on the Rental Commencement Date, Rental shall be payable in equal monthly installments, in advance, without demand and without any deduction, holdback or set off whatsoever, subject to the Rental Credit provided in Section 5.02 and except as otherwise expressly provided elsewhere in this Lease. Each monthly installment of Rental will be due by the first day of each and every month throughout the Term and any extension thereof. All sums due hereunder shall be delivered to the Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406, or at such other address as may be directed by the Department from time to time. Rental shall be deemed delinquent if payment is not received by the first business day of the month in which it is due. If the Rental Commencement Date occurs on a day other than the first day of the month, Tenant shall pay Rental from the Rental Commencement Date to the first day of the following month on a per diem basis (calculated on the basis of the actual number of days in the month in which the Rental Commencement Date occurs). Any Rental Credit or other payment due hereunder for any other fractional month shall likewise be calculated and credited and/or paid on such a per diem basis.
- (B) 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."

5.04 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 Fifty Thousand Dollars (\$50,000) (the "Security Deposit"). 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. Tenant shall be permitted to provide a rider or endorsement to the Bond held as a security deposit under the Concession Agreement to cover the Security Deposit provisions of this Lease (without increasing the amount of the Concession Agreement Bond). 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. 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 be given in the Department's sole and absolute discretion. 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 the improvements listed on Exhibit "B" attached hereto and made a part hereof (the "Initial Leasehold Improvements") at its sole cost and expense. Construction of the Initial Leasehold Improvements shall be completed no later than sixty (60) days following the Commencement Date.
- (B) Minimum Expenditure. Tenant agrees to expend not less than One Hundred Thousand Dollars (\$100,000.00) on the design, construction and installation of the Initial Leasehold Improvements (the "Minimum Expenditure"). Expenditure costs that may be counted toward the Minimum 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 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 Expenditure.
 - (3) Only true third party costs and payments made by Tenant shall be included in the Minimum 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 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 Expenditure. Notwithstanding the foregoing, the cost of the CPA report as provided in Section 6.01(E) may be counted toward the Minimum Expenditure in amount not to exceed Three Thousand Dollars (\$3,000.00).
 - (5) Finance and interest expenses shall not be included in the Minimum Expenditure.
 - (6) Administrative, supervisory and overhead or internal costs of Tenant shall not be included in the Minimum Expenditure.
 - (7) Costs incurred by any of Tenant's affiliates shall not be included in the Minimum 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 Expenditure.
 - (9) Costs of interior decorations, special finishes, wall tile or other special wall finishes and coverings; construction photographs; special external and internal lighting; and signage shall not be included the Minimum 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 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 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, if applicable, for improvements constructed pursuant to this Article, Tenant, at its sole cost and expense, shall have prepared and deliver to the Department: one (1) complete set of as-built drawings (in a hard copy and PDF format) 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, Tenant shall deliver to County a detailed statement attested to and certified by an independent Certified Public Accountant ("CPA"), acceptable to County, detailing the total costs incurred by Tenant toward the Minimum Expenditure in accordance with Section 6.01(B) above ("Statement of Costs"). In the event the total Rental Credit provided exceeds the actual Minimum Expenditure as set forth in the Statement of Costs, Tenant shall, concurrent with delivery of the Statement of Costs, reimburse County the difference between the Rental Credit received and amount paid toward the Minimum Expenditure as set forth in the Statement of Costs.
- (F) 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.

- (G) 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, INSPECTIONS

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 as is 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.

- (A) 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.

- (B) Tenant expressly acknowledges that County intends to issue a competitive solicitation, or "Request for Proposals" ("RFP") for the Premises. Department shall have the right to enter the Premises, at reasonable times, and upon reasonable notice (generally forty-eight (48) hours), throughout the Term of the Lease, to inspect same, with or without prospective proposers, for the activities associated with the RFP. Upon written request by Department, Tenant shall cooperate in providing reasonable documentation or additional details pertaining to improvements made by Tenant under this Lease, as may be requested by prospective proposers. Unless prior arrangements have been made with Tenant, Tenant shall not be required to provide access to prospective proposers who are not escorted by the Department.

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 therefor) 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. For any improvements by Tenant exceeding One Hundred Thousand Dollars (\$100,000.00) in cost, 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. 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 or earlier termination of this Lease. Upon expiration 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 removal, partial removal, or modification of the Fuel System, Tenant shall provide documentation acceptable to County, which may include, but not be limited to, a detailed closure report signed and sealed by a professional geologist or other environmental assessment prepared by an independent environmental consultant 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 notification to Tenant of its election to require removal of improvements. 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.
- (C) 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.
- (D) 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 **LEASEHOLD MORTGAGES**

Tenant shall not encumber its leasehold estate and interest in the Premises by any mortgage, security agreement or other such instrument.

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 this 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, as required by federal, state, or local laws, 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. Prior to the Commencement Date, Tenant acknowledges that County may cause a Phase I Environmental Assessment of the Premises to be prepared and delivered to Tenant (the "Pre-Lease Phase I ESA"), which Tenant may review in accordance with the provisions of Section 3.03. If no objections to the Pre-Lease Phase I ESA are provided by Tenant to County in accordance with Section 3.03, the parties agree that the Pre-Lease Phase I ESA shall be deemed to be accurate in describing the environmental condition of the Premises. Upon the expiration or earlier termination of the Lease, County may, at County's sole option and expense, cause an updated Phase I Environmental Assessment (the "Post-Lease Phase I ESA") of the Premises to be prepared and delivered to Tenant. If the Post-Lease Phase I ESA indicates that there is a potential that environmental conditions may exist on the Premises or the adjacent property based on Tenant's activities that have occurred or are occurring on the Premises during the Term of this Lease, Tenant shall promptly cause a Phase II Environmental Assessment of the Premises to be prepared and delivered to County. Nothing contained herein shall restrict County from completing its own Phase II Environmental Assessment of the Premises. 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 Phase II ESA, if required, 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 Post-Lease Phase I ESA. 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 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 Post-Lease Phase I ESA, which were not identified in the Pre-Lease Phase I ESA, are the result of the activities or operations of Tenant during the Term of this Lease. No action taken by either Tenant or County to contain or remove Hazardous Materials, or to abate a discharge, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the party that caused the pollution or its discharge. Nothing contained in this Lease shall prevent or in any way diminish or interfere with any rights and remedies, including without limitation, the right to contribution,

which either party may have against any third party under Environmental Law. 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, sex, color, religion, creed, ancestry, national origin, disability, familial status, sexual orientation, age, marital status, gender identity or expression, or genetic information.

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.

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, statutes 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 exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Lease by reference.

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.

(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 COMPTROLLER

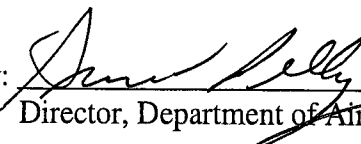
By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

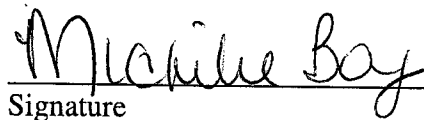
By: _____
County Attorney

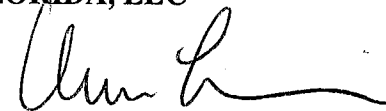
By: 
Director, Department of Airports

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

TENANT:

ENTERPRISE LEASING COMPANY
OF FLORIDA, LLC


Signature

By: 
Signature

Michelle Boy
Print Name

Alan Levine
Print Name


Signature

President/om
Title

Ian Henderson
Print Name

(Seal)

EXHIBIT "A"
TO
SHORT-TERM LEASE AGREEMENT
LEGAL DESCRIPTION OF THE "PREMISES"

COUNTY OF PALM BEACH
STATE OF FLORIDA

BOARD OF COUNTY COMMISSIONERS

PROJECT NO. 2008013-11

BOUNDARY & LIMITED TOPOGRAPHIC SURVEY
PALM BEACH INTERNATIONAL AIRPORT

LEASE PARCEL N-10

(RENTAL CAR READY - RETURN FACILITY)

KAREN T. MARCUS
DISTRICT 1

JOHN F. KOONS
DISTRICT 2

MARY McCARTY
DISTRICT 4

JESS R. SANTAMARIA
DISTRICT 6



ROBERT J. KANJIAN
DISTRICT 3

BURT AARONSON
DISTRICT 5

ADDIE L. GREENE
DISTRICT 7

LEGEND
D = DESCRIPTION
M = MEASURED BASED ON
FIELD TRAVERSE
CONC. = CONCRETE
R = RADIUS
C = CENTRAL ANGLE
E.B. = ELECTRIC BOX
EP = EDGE OF PAVEMENT
SW = SUT WIRE
S = SIGN WITH ELECTRIC
L = LIGHT POLE WITH
ELECTRIC BOX
W.V. = WATER VALVE
W.P.P. = WOOD POWER POLE
M.H. = MAN HOLE
M = MONITORING WELL
S = SET 1/2" IRON ROD WITH
CAP & MARK L.S. 5304
S.M. = SANITARY SEWER
S.T.L. = SURVEY TIE LINE

PROPERTY DESCRIPTION
PBA LEASE PARCEL N-10
(RENTAL CAR READY - RETURN FACILITY)

A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY, SITUATED IN SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 32; THENCE SOUTH 03°58'35" EAST, A DISTANCE OF 898.64 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 40°27'34" EAST, A DISTANCE OF 444.55 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 137.92 FEET (A RADIAL LINE FROM SAID POINT BEARS SOUTH 85°31'46" WEST); THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 100°51'20", AN ARC DISTANCE OF 242.78 FEET TO A NON-TANGENT LINE; THENCE NORTH 87°37'30" WEST, A DISTANCE OF 541.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 346.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°51'44", AN ARC DISTANCE OF 30.22 FEET; THENCE NORTH 38°16'31" EAST, A DISTANCE OF 839.63 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S REPORT

THE PROPERTY AS SURVEYED CONTAINS 4.714 ACRES OR 205,349 SQUARE FEET MORE OR LESS.

THE CLIENT REQUESTED ONLY A LIMITED AMOUNT OF TOPOGRAPHIC INFORMATION/FEATURES BE INCLUDED ON THIS SURVEY. ON-SITE VERTICAL, TOPOGRAPHY AND THE LOCATION, SIZE AND SPECIES OF TREES WERE NOT REQUESTED TO BE SHOWN BY THE CLIENT. ALL APPARENT USAGES (ENCROACHMENTS) ALONG THE BOUNDARY LINES WERE LOCATED AT THE CLIENT'S REQUEST. THIS SURVEY IS FOR LEASING PURPOSES AND NOT FOR THE CONVEYANCE OF LAND.

BEARINGS ON THIS SURVEY ARE BASED ON A GRID (NAD 83/90) BEARING OF NORTH 88°26'54" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERE TO.

THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S., IN THE OFFICE OF THE COUNTY ENGINEER - VISTA CENTER, 2300 NORTH JOC 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.

SURVEY IS NOT BASED ON ANY ABSTRACT OR TITLE POLICY. CLIENT REQUESTED THE SURVEY TO BE DONE WITHOUT THAT INFORMATION BEING PROVIDED.

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

FIELD WORK FOR THIS PROJECT IS LOCATED IN FIELD BOOK 11237, PAGE 27, DATED 02/28/08. INSTRUMENTS USED WERE THE TOPCON GTS #0 AND INUSKY DATA COLLECTOR (GREY).

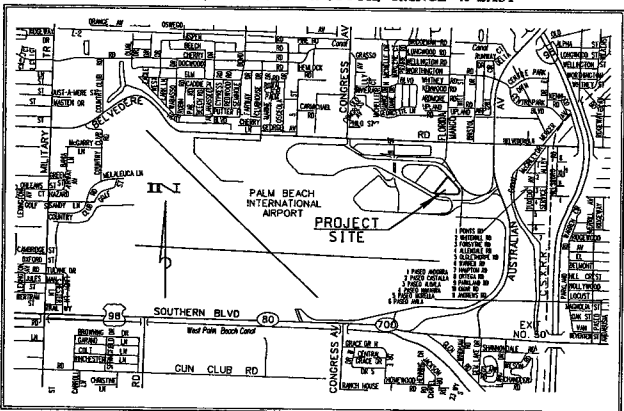
THE FILE NAMES ARE 2008013-09 10 & 11.PRI, 2008013-09 10 & 11.DAT, 2008013-09 TOPO-REF, 08013-09.ZAK, 2008013-09 1PBA LEASE PARCEL N-10 NOTES.DOC AND 5-3-08-2827.DGN.

FIELD WORK COMPLETED ON 05/13/08.

LEGAL ACCESS TO THE PARCELS IS PROVIDED VIA AN AIRPORT ACCESS ROAD (NO RECORD INFORMATION PROVIDED).

THE PROJECTS FIELD TRAVERSE WAS BALANCED USING STAR NET PRO VERSION 6.0.13. A FIELD TRAVERSE WAS RUN IN ORDER TO ESTABLISH STATE PLANE COORDINATES ON THE ENTIRE SITE. EXISTING STATE PLANE COORDINATED CONTROL POINTS WERE RECOVERED FROM THE PBA CONTROL SURVEY BY BROWN & PHILLIPS - DRAWING NO C-3-08-2803 ON FILE IN THE OFFICE OF THE COUNTY ENGINEER. SECTION WAS RUN FROM THAT SURVEY AND ANOTHER TRAVERSE (PROJECT 2008013-03) WERE HELD FIXED IN THE TRAVERSE ADJUSTMENT. SECTION WAS RUN DOWN IN ACCORDANCE WITH PALM BEACH COUNTY SECTION CORNER POSITIONS. SEE CERTIFIED CORNER RECORDS 54087, 54088, 54089 & 54090.

SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST



LOCATION MAP
N.T.S.

ALL EXISTING AND 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.

NO WETLAND DETERMINATIONS OR DELINEATIONS WERE CONDUCTED BY THIS SURVEY.

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

DATE OF AERIAL PHOTO BY OTHERS XX/XXXX. THIS IS AN ORTHO-IMAGE OR ORTHO-PHOTO. THE PHOTO WAS NOT CONTROLLED, TARGETED 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 = 1.000044878

GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

CERTIFIED TO: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

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

I HEREBY CERTIFY THAT THE BOUNDARY & LIMITED TOPOGRAPHIC SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61017-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GLENN W. MARK PLS
FLORIDA CERTIFICATE NO. 5304

DATE

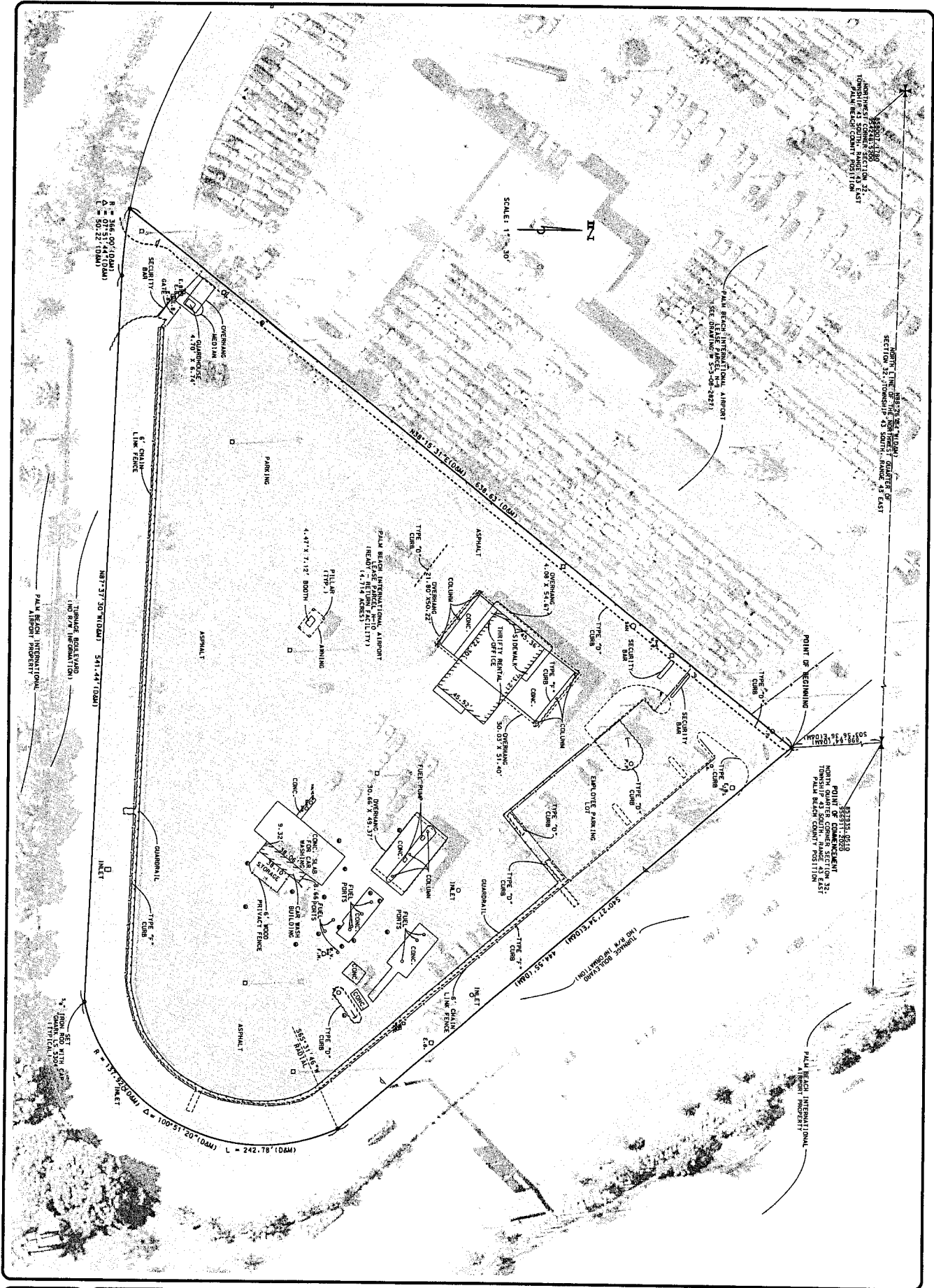
PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ENGINEERING SERVICES
2800 NORTH JOC ROAD
WEST PALM BEACH, FL 33411



DATE	
BY	
REVISION	
NO	
SCALE: 1" = 50'	
APPROVED: G.W.M.	
DRAWN: E.A.D.	
CHECKED: W.C.B.	
DATE	
DRAWN: 06/06/08	
FIELD BOOK NO.	11237

PROJECT:	BOUNDARY & LIMITED TOPOGRAPHIC SURVEY PALM BEACH INTERNATIONAL AIRPORT LEASE PARCEL N-10 (RENTAL CAR READY - RETURN FACILITY)
DESIGN FILE NAME	5-3-08-2827
DRAWING NO.	S-3-08-2828

SHEET: 1
OF: 3
PROJECT NO. 2008013-11



SHEET: 2 OF: 3 PROJECT NO: 200003-11	PROJECT: BOUNDARY & LIMITED TOPOGRAPHIC SURVEY PALM BEACH INTERNATIONAL AIRPORT LEASE PARCEL N-10 (RENTAL CAR READY - RETURN FACILITY) DESIGN FILE NAME: 5-5-00-2003.DGN DRAWING NO: S-3-08-2028	SCALE: 1" = 200' APPROVED: G.M.A. DRAWN: B.L.A. CHECKED: W.C.E. DATE: 06/06/00 FIELD BOOK NO: 112 T	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO</th> <th>REVISION</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO	REVISION	BY	DATE				
NO	REVISION	BY	DATE								

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ENGINEERING SERVICES
 2200 NORTH JOG ROAD
 WEST PALM BEACH, FL 33411

EXHIBIT "B"
TO
SHORT-TERM LEASE AGREEMENT
THE "INITIAL LEASEHOLD IMPROVEMENTS"

1. Repair and replacement of miscellaneous electrical outlets, switches, interior and exterior lights, pole lighting, signs, gates and power feeds as needed to the main building, car wash area, vacuum stations, entry and exit gates and security booths consistent with the scope of work provided by HyPower dated 4/3/2014
2. Install data cable within the main building and to outlying stations such as the security booths, consistent with the scope of work provided by Structure Systems Group, Inc. dated 3/30/2014.
3. Landscape work including repairs to the irrigation system, installing plantings and hedges, consistent with the scope of work provided by S&S Lawn and Landscape Service, Inc. dated 3/30/2014.
4. Vacuum system, including four (4) vacuum cleaning stations, consistent with the scope of work provided Central Florida Wash Systems, dated 3/27/2014.
5. Car wash system, including repair and refurbishment to create two (2) wash stations, consistent with the scope of work provided Central Florida Wash Systems, dated 3/27/2014.
6. Repair and refurbishment to the main building and exterior areas, consistent with the scope of work provided Osco Facilities Management, Inc., dated 4/2/2014.

Reference to the scope(s) of work identified above is for reference purposes only; Tenant shall not be obligated to use a particular contractor(s).

The parties acknowledge there may be improvements other than the above-listed Initial Leasehold Improvements, and/or costs associated with repairs, alterations, modifications, renovations or maintenance of 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; including, but not limited to drainage, parking/pavement and fencing) for which Tenant may seek written approval from Department prior to incurring such costs, in order to determine their eligibility to be creditable towards the Minimum Expenditure, as provided in Section 6.01(B) (10) and (11) of the Lease.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2013

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).

PRODUCER Marsh USA Inc. 701 Market Street Suite 1100 St. Louis, MO 63101	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
ENTER -Vang-GA-13-14 41AD & Vangua Airpor	INSURER(S) AFFORDING COVERAGE INSURER A : The Travelers Indemnity Company of Connecticut 25682 INSURER B : Travelers Prop. Casualty Co. of America 25674 INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Enterprise Leasing Co. of Florida, LLC dba Alamo & National 600 Terminal Drive Ste 202 Ft Lauderdale, FL 63105	

COVERAGES CERTIFICATE NUMBER: CHI-003730072-33 REVISION NUMBER: 16

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			HC2E-GLSA-474M7351-TCT-13	09/01/2013	09/01/2014	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SIR 2,000,000 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			HE-EAP-474M7302-TCT-13	09/01/2013	09/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HC2J-UB-474M7050-13 (AOS) HRJ-UB-474M7062-13 (WI) HWXJ-UB-474M7074-13 (OH XS WC) SEE ATTACHED	09/01/2013 09/01/2013 09/01/2013	09/01/2014 09/01/2014 09/01/2014	WC STATU-TORY LIMITS 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)

GPBR 41AD & 41AE Location: WPB Airport To the extent required by written contract, Palm Beach County, a Political Subdivision of the State of Florida, and its Board of County Commissioners, its officers, employees and agents are named as additional insured, as their interests may appear, with respect to operations of the insured at Palm Beach International Airport. The insured's coverage is primary and waiver of subrogation is granted. 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.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Department of Airports Palm Beach International Airport Building 846 West Palm Beach, FL 33406	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>
--	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Enterprise Leasing Co. of Florida, LLC dba Alamo & National 600 Terminal Drive Ste 202 Ft Lauderdale, FL 33105
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

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 provides Employers Liability for all states. Employers Liability limits on the Ohio Excess Workers Compensation policy are \$3,000,000 XS of a \$2,000,000 S.I.R.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
04/09/2014

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-14-15 41AD ELC-FL Airpor		PHONE (A/C, No, Ext):		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 03/01/2014		EXPIRATION DATE 03/01/2015	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
		THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION

LOCATION/DESCRIPTION
RE: GPBR 41AD, 41AE Location:2401 Turnage Blvd., 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 / 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.	2,337,429	SEE ATTACHED

REMARKS (Including Special Conditions)

Certificate Holder is added as an additional insured where required by written contract.

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 are loss payee where required by written contract.

Building including improvements: \$2,337,429

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-004887917-41		
NAME AND ADDRESS PALM BEACH COUNTY - DEPT. OF AIRPORTS PALM BEACH INTERNATIONAL AIRPORT BUILDING 846 West Palm Beach, FL 33406-1491		MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	X	LOSS PAYEE	<input type="checkbox"/>	
		LOAN #		
		AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>		



ADDITIONAL REMARKS SCHEDULE

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 # DP204514 (2)
National Fire & Marine Insurance Company Policy # 42-PRP-000170-01
Allied World Assurance (U.S.) Co., Inc. Policy # 0308-1869-1A

DEDUCTIBLES:
USD\$100,000 per occurrence, except:

5% of the actual value per unit of insurance at the time when such loss occurs at locations which are situated in any of the following State of California, Alaska, or Hawaii for peril of Earthquake subject to a minimum of USD\$500,000 per occurrence. This deductible shall apply only to those units of insurance suffering a loss in the occurrence.

2% of the actual value per unit of insurance at the time when such loss occurs at locations within the Pacific Northwest Earthquake Counties for the peril of Earthquake subject to a minimum of USD\$100,000 per occurrence. This deductible shall apply only to those units of insurance suffering a loss in the occurrence.

2% of the actual value per unit of insurance at the time when such loss occurs at locations within the New Madrid Earthquake Zone Counties for the peril of Earthquake subject to a minimum of USD\$100,000 per occurrence. This deductible shall apply only to those units of insurance suffering a loss in the occurrence.

USD\$1,000,000 per occurrence as respects loss or damage caused by the peril of Wind

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

USD\$100,000 per occurrence for flood, except:
5% of the actual value per unit of insurance at the time when such loss or damage caused by the peril of Flood for locations situated within Special Flood Hazard Areas as designated by the Federal Flood Emergency Management Association - subject to a minimum of USD\$1,000,000 per occurrence.

This deductible shall apply only to those units of insurance suffering a loss in the occurrence.

Waiting Period:
24 hours as respects Service Interruption

Other deductibles may apply as per policy terms and conditions.

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 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 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, 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.

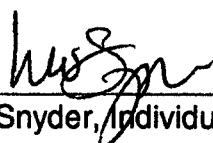
6. The Designate has the right and authority to enter into that certain Short-Term Lease Agreement; Access Agreement and License Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreements"), which is incorporated herein by reference and made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

7. Upon execution and delivery of such Agreements and documents by the undersigned, 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 Agreements.

FURTHER AFFIANT SAYETH NAUGHT,



William W. Snyder, Individually and as
Manager

SWORN TO AND SUBSCRIBED before me on this 14 day of April,
2014, 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
Rose Eckstein

Print Notary Name

NOTARY PUBLIC

State of Missouri at large

My Commission Expires: _____

