

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) Approve** a Second Amendment to Lease Agreement with Enterprise Leasing Company of Florida, LLC, a Delaware limited liability company, d/b/a National Car Rental (Enterprise) (R2013-0137) (Belvedere Lease) (Second Amendment) for property at 2125 Belvedere Road at the Palm Beach International Airport (PBI) (Belvedere Property); and
- B) Approve** a First Amendment to Short-Term Lease Agreement with Enterprise (R2014-0591) (Turnage Lease) (First Amendment) for property at 2401 Turnage Boulevard at PBI (Turnage Property).

Summary: The Belvedere Property is developed as a rental car facility. Enterprise also controls the adjoining property at 2121 Belvedere Road and is seeking approval to develop both properties as a single rental car facility. As a condition of development approval, Enterprise is required to plat the entire property. In the course of preparing the plat, an error in the legal description for the Belvedere Property was identified. The Second Amendment replaces the legal description of the premises of the Belvedere Lease to refer to the County-owned tracts on the plat and increases the square footage of ground area by 5,512.48 square feet resulting in a \$4,961.23 increase in annual rental. The Second Amendment also incorporates the obligations of Enterprise under the Declaration of Unity of Control (R2014-0212) into the Belvedere Lease and provides that Enterprise shall be responsible for costs associated with the creation and any future abandonment of the plat. The Turnage Property serves as a temporary facility for Enterprise's operations during the period of redevelopment of the Belvedere Property. Enterprise has requested a two-month extension to the Turnage Lease to February 28, 2015, with two 1-month renewals, for rental of \$17,261 per month. Enterprise has incurred substantial costs for refurbishment and improvements to the Turnage Property to support its operations and to comply with code requirements. The First Amendment increases the rental credit provided for the refurbishment of the Turnage Property by \$30,000. **Countywide (HJF)**

Background and Justification: Enterprise owns and operates the Alamo, National and Enterprise rental car brands at PBIA. The Belvedere Property serves as a consolidated facility for all three brands. The First Amendment will result in additional rental of \$34,522, which is offset by \$30,000 in rental credits. The improvements located on the Turnage Property suffered depreciation due to their age and because the facility remained vacant for several years. The repairs and improvements are necessary to make the Turnage Property suitable for Enterprise's use and will assist in making the facility more functional for a future user.

Attachments:

1. Second Amendment (3)
2. First Amendment (3)

Recommended By:  3/11/14
Department Director Date

Approved By: _____
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>\$1,744</u>	<u>\$28,256</u>			
External Revenues	<u>(\$0)</u>	<u>(\$39,483)</u>	<u>(\$4,961)</u>	<u>(\$4,961)</u>	<u>(\$4,961)</u>
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$1,744</u>	<u>(\$11,227)</u>	<u>(\$4,961)</u>	<u>(\$4,961)</u>	<u>(\$4,961)</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes _____ No X

Budget Account No: Fund 4100 Department 120 Unit 8340 Object 4413/4416
Reporting Category _____

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

The fiscal impact of the First Amendment will be the receipt of rentals for the Turnage Property in the amount of \$34,522 over the initial term, offset by an additional \$30,000 in rental credit over the initial lease term. Additional rental of \$17,261 per month will be received if the two 1-month renewals occur (March and April, 2015). The Second Amendment provides for an increase in annual rental of \$4,961 for the Belvedere Property, for which rental commences on October 1, 2014.

C. Departmental Fiscal Review: cm Simon

III. REVIEW COMMENTS

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

Susan Neary 8/14/14
H/O AM OFMB
8/13 8/13

Dr. J. J. J. J. J. 8/18/14
Contract Dev. and Control

B. Legal Sufficiency:

26 Jul 8/19/14
Assistant County Attorney

C. Other Department Review:

Department Director

SECOND AMENDMENT TO LEASE AGREEMENT

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

WITNESSETH:

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

WHEREAS, County and Tenant have entered into that certain Lease Agreement dated February 5, 2013 (R2013-0137), as modified by that certain First Amendment to Lease Agreement dated July 16, 2013 (R2013-0865) (the "Lease"), for the lease of certain real property managed by the Department on behalf of County; and

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

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

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

2. Exhibit "A" to the Lease (the legal description of the "Premises") is hereby deleted in its entirety and replaced with the following:

Tract 2 and Tract 2-A of the plat of Enterprise Leasing, as depicted in Exhibit "A" attached hereto and made a part hereof (the "Plat"). Upon recordation of the Plat in the public records of Palm Beach County, Florida, this Lease and Exhibit "A" hereto shall be amended to refer to the recorded Plat without formal amendment hereto.

3. Section 2.38 of the Lease is hereby deleted in its entirety and replaced with the following:

2.38 *"Premises" means approximately 434,269.48 square feet of real property identified as Tract 2 and Tract 2-A 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.*

4. Section 5.01(A) of the Lease ("Ground Rental") is hereby deleted in its entirety and replaced with the following:

(A) *Ground Rental. Tenant shall pay to County an initial annual ground rental of Ninety Cents (\$0.90) per square foot, for approximately 434,269.48 square feet of ground, or Three Hundred Ninety Thousand, Eight Hundred Forty-Two Dollars and Fifty-Three Cents (\$390,842.53), together with applicable sales taxes thereon, payable in equal monthly installments ("Ground Rental").*

5. Section 23.01 of the Lease is hereby deleted in its entirety and replaced with the following:

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.*

6. Article 26 of the Lease ("Miscellaneous") is hereby amended to add the following Section 26.30:

26.30 *Declaration of Unity of Control. The provisions of that certain Declaration of Unity of Control dated February 27, 2014, and recorded in Official Record Book 26659, Page 999, of the public records of Palm Beach County, Florida (R2014-0212) are incorporated herein and made a part of this Lease. The obligations of Tenant under the Declaration of Unity of Control, including, but not limited to, those obligations in Sections 3(e), (f) and (g) of the Declaration of Unity of Control, shall survive the expiration or earlier termination of this Lease.*

7. Article 26 of the Lease ("Miscellaneous") is hereby amended to add the following Section 26.31:

26.31 Platting of the Premises. The parties acknowledge that the Plat of Enterprise Leasing, consisting of the Premises and adjacent property owned in fee simple by the Westcap Corporation (of Delaware), a Delaware corporation (Westcap) (the "Plat") is pending approval by County and Westcap, and upon such approval the Plat will be recorded in the public records of Palm Beach County, Florida. Tenant is, and shall remain, responsible for any and all costs associated with the platting of the Premises, and for any and all costs associated with the abandonment of the Plat, including, but not limited to, abandonment of any development order(s) or site plan(s), or rehabilitation of the Premises necessary to abandon the Plat, unless specifically agreed to otherwise in writing by the Board of County Commissioners by written amendment to this Lease. The obligations of Tenant as provided in this paragraph shall survive the expiration or earlier termination of this Lease.

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

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

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

(Remainder of Page Intentionally Left Blank)

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

ATTEST:
SHARON R. BOCK,
CLERK AND COMPTROLLER

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

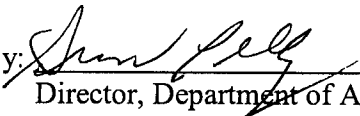
By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

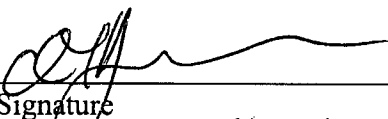
APPROVED AS TO TERMS
AND CONDITIONS

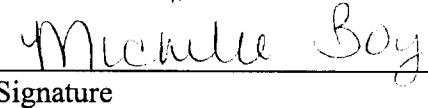
By: _____
County Attorney

By:  _____
Director, Department of Airports

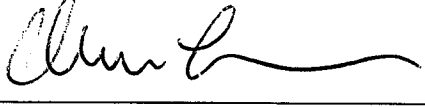
Signed, sealed and delivered in the
presence of two witnesses for TENANT:

TENANT:
ENTERPRISE LEASING COMPANY
OF FLORIDA, LLC

 _____
Signature
Ian Henderson

Print Name
 _____
Signature
Michelle Boy

Print Name

By:  _____
Signature
Alan D. Levine

Print Name
Vice President & General Manager

Title

(Seal)

FIRST AMENDMENT TO SHORT-TERM LEASE AGREEMENT

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

WITNESSETH:

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

WHEREAS, 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), as amended (the "Belvedere Property Lease"); and

WHEREAS, Tenant is redeveloping the Belvedere Property and, to support Tenant's ongoing operations under the Concession Agreement during the period of such redevelopment, County and Tenant have entered into that certain Short-Term Lease Agreement dated May 6, 2014 (R2014-0591) (the "Lease"), for the lease of certain real property managed by the Department on behalf of County, at 2401 Turnage Boulevard on the Airport; and

WHEREAS, through no fault of the Department, Tenant has experienced delays in and has requested a short-term extension to the Term of the Lease.

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

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

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

2. Section 3.01 of the Lease (Term) is hereby deleted in its entirety and replaced with the following:

3.01 Term. The term of this Lease shall commence upon the Effective Date (the "Commencement Date") and expire on February 28, 2015, unless sooner terminated pursuant to the terms of this Lease (the "Initial Term").

3. Section 3.03 of the Lease (Option to Renew) is hereby deleted in its entirety and replaced with the following:

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 two (2) additional periods of one (1) month each (each such additional period shall constitute a "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 thirty (30) days prior to the expiration date of the then current Term, with time being of the essence. Such renewal shall be upon the same terms and conditions set forth herein.

4. Section 5.02 of the Lease (Rental Credit) is hereby deleted in its entirety and replaced with the following:

5.02 Rental Credit. For each payment of Rental through the Initial Term of this Lease, Tenant's Rental amount shall be reduced by a sum 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 Thirty Dollars (\$130,000.00); or (ii) the actual amount expended on the Initial Leasehold Improvements, as detailed in the CPA statement pursuant to Section 6.01(E). The Rental Credit shall be applied as follows: (i) the Rental Credit for May, 2014 shall be Seven Thousand, Six Hundred Dollars (\$7,600.00); and (ii) the Rental Credit for the months of June, 2014 through February, 2015 shall be a total of Thirteen Thousand, Six Hundred Dollars (\$13,600.00). 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. The amount of the "Minimum Expenditure" as defined in Section 6.01(B) of the Lease is hereby increased to One Hundred Thirty Thousand Dollars (\$130,000.00).

6. Section 6.01(E) of the Lease is hereby deleted in its entirety and replaced with the following:

- (E) No later than October 15, 2014, 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 actually received by Tenant 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.

7. Exhibit "B" to the Lease (the "Initial Leasehold Improvements") is hereby deleted in its entirety and replaced with Exhibit "B" attached hereto.

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

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

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

(Remainder of Page Intentionally Left Blank)

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

ATTEST:
SHARON R. BOCK,
CLERK AND COMPTROLLER

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

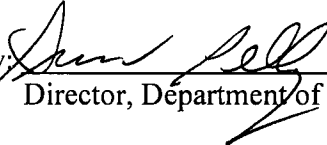
By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

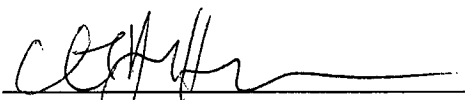
APPROVED AS TO TERMS
AND CONDITIONS

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

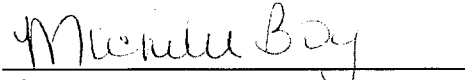
By:  _____
Signature



Print Name

Alan D. Levine

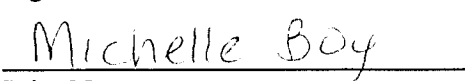
Print Name



Signature

Vice President & General Manager

Title



Print Name

(Seal)

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, 4/28/2014, 5/5/2014, 5/8/2014 and 7/14/2014.
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 at least two (2) commercial 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, including work 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 May 22, 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)
04/21/2014

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 Attn: stlouis.certrequest@marsh.com; f: 212-948-0811 ENTER -stndp-GAWP-2013 41AE Vangua NoC 021413 Alrpor	CONTACT NAME: PHONE: (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : The Travelers Indemnity Company of Connecticut 25682 INSURER B : Travelers Property Casualty Co. of America 25674 INSURER C : Illinois Union Insurance Co 27960 INSURER D : INSURER E : INSURER F :
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	

COVERAGES **CERTIFICATE NUMBER:** CHI-004534265-16 **REVISION NUMBER:** 20

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 <input checked="" type="checkbox"/> Fire Damage (Any One Fire) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			HC2E-GLSA-474M7351-TCT-13	09/01/2013	09/01/2014	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 15,000,000 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"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> SIR 2,000,000			HE-EAP-474M7302-TCT-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 <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						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			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	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Legal Liability Claims Made			PPI G27061710-002 Retro Date 5/13/2009	06/30/2013	06/30/2014	Per "Pollution Condition" 5,000,000 Agg All "Pollution Conditions" 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: GPBR - 41AE; Address - 2125 Belvedere Rd., West Palm Beach, FL; Temporary Site Address: 2401 Turnage Blvd., West Palm Beach, 33406

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

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Dept of Airports
Palm Beach International Airport
Bldg 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

Manashi Mukherjee

AGENCY CUSTOMER ID: ENTER

LOC #: St. Louis



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

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		
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

Other
Limits

"Pollution Conditions" :

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.

With regards to The Travelers Indemnity Company of Connecticut General Liability Policy # HC2E-GLSA-474M7351-TCT-13 and Automobile Liability policy # HE-EAP-474M7302-TCT-13: In the event Travelers Indemnity Company of Connecticut (the Insurer) cancels the General Liability policy or the Automobile policy prior to the expiration date shown in the Declarations for any reason other than nonpayment of premium, the insurer will provide 30 days advance written notice (10 days in the event the Insurer cancels for nonpayment of premium) to the certificate holder.

With regards to the Travelers Property Casualty Co of American AOS WC policy number HC2J-UB-474M7050-13 and WI WC policy number HRJ-UB-474M7062-13: Except for non-payment of premium by Enterprise Holdings, Inc. Travelers Property Casualty Co of America (the Insurer) agrees that no cancellation or limitation of this policy shall become effective until 30 day's written notice has been mailed to Enterprise Holdings, Inc. and to the person or organization at the address provided to the Insurer.

**CANCELLATION AMENDATORY (120 Days for Named Insured – 60 Days for Additional
Courtesy Notice) ENDORSEMENT
(PPL III / HCPPL)**

Named Insured Enterprise Holdings, Inc.			Endorsement Number 015
Policy Symbol PPI	Policy Number G27061710 001	Policy Period 09/04/2012 to 06/30/2013	Effective Date of Endorsement 09/04/2012
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

Section IX., **GENERAL CONDITIONS**, Subsection A., **Cancellation**, Paragraph 2., of this Policy is hereby deleted in its entirety and replaced with the following:

2. This Policy may be cancelled by the Insurer for the following reasons:

a. Non-payment of premium; or

b. Fraud or material misrepresentation on the part of any "insured,

by mailing to the "first named insured" at the "first named insured's" last known address, written notice stating when, one hundred and twenty (120) days, fifteen (15) days if cancellation is for non-payment of any unpaid portion of the premium, such cancellation shall be effective. The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the "policy period".

Subparagraph 2.b., herein, shall apply only to that "insured" that engages in the fraud or misrepresentation. This exception shall not apply to any "insured" who is a parent corporation, subsidiary, employer of, or otherwise affiliated by ownership with, such "insured".

In addition, the Insurer agrees to forward courtesy copies of the cancellation notices not less than sixty (60) days before such cancellation contemplated in Subparagraph 2.b., herein, to those lessors of airport outlot properties used for rental vehicle facilities, on file with the Insurer, which contractually require the "insured" to provide such notice; subject however, that the insured must provide an updated list of such entities quarterly throughout the policy period. Notwithstanding the foregoing, in no event shall the Insurer's failure to provide such notice void, restrict or in any way impair the Insurer's right cancel this Policy.

All other terms and conditions of this Policy remain unchanged.



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 INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
ALL RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE INCLUDING EQUIPMENT BREAKDOWN, EARTHQUAKE AND FLOOD (FLOOD COVERAGE INCLUDES FLOOD ZONES A&V); SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS. VALUATION: REPLACEMENT COST FOR PROPERTY DAMAGE; SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.	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	<input type="checkbox"/>	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	<input checked="" type="checkbox"/>	LOSS PAYEE	<input type="checkbox"/>	
	LOAN #			
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>			

ACORD 27 (2009/12)

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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		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/09/2014

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 Attn: stlouis.certrequest@marsh.com; t: 212-948-0811 ENTER -stndp-GAWP-14-15 41AE Vangua NoC 021413 Airpor	CONTACT NAME: PHONE: (A/C, No, Ext): FAX: (A/C, No): E-MAIL ADDRESS:
INSURED Enterprise Leasing Company of Florida, LLC / Vanguard Car Rental dba National Car Rental & Alamo Rent A Car 600 Terminal Dr. Ste 202 Fl. Lauderdale, FL 33315	INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Company of Connecticut NAIC # 25682 INSURER B: Travelers Property Casualty Co. of America 25874 INSURER C: Illinois Union Insurance Co 27960 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CHI-004534265-19 **REVISION NUMBER:** 20

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Fire Damage (Any One Fire) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		HC2E-GLSA-474M7351-TCT-13	09/01/2013	09/01/2014	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 15,000,000 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"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> SIR 2,000,000		HE-EAP-474M7302-TCT-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 <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> 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	HC2J-UB-474M7050-13 (AOS) HRJ-UB-474M7052-13 (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	<input checked="" type="checkbox"/> WC STATUS-TORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Legal Liability Claims Made		PPI G27061710-002 Retro Date 5/13/2009	06/30/2014	06/30/2015	Per "Pollution Condition" \$ 5,000,000 Agg All "Pollution Conditions" \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: GPBR - 41AE; Address - 2125 Belvedere Rd., West Palm Beach, FL; Temporary Site Address: 2401 Turnage Blvd., West Palm Beach, 33406

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

CERTIFICATE HOLDER Palm Beach County Dept of Airports Palm Beach International Airport Bldg 846 West Palm Beach, FL 33406	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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AGENCY CUSTOMER ID: ENTER

LOC #: St. Louis



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

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		
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.

With regards to The Travelers Indemnity Company of Connecticut General Liability Policy # HC2E-GLSA-474M7351-TCT-13 and Automobile Liability policy # HE-EAP-474M7302-TCT-13: In the event Travelers Indemnity Company of Connecticut (the Insurer) cancels the General Liability policy or the Automobile policy prior to the expiration date shown in the Declarations for any reason other than nonpayment of premium, the insurer will provide 30 days advance written notice (10 days in the event the insurer cancels for nonpayment of premium) to the certificate holder.

With regards to the Travelers Property Casualty Co of America AOS WC policy number HC2J-UB-474M7050-13 and WI WC policy number HRJ-UB-474M7062-13: Except for non-payment of premium by Enterprise Holdings, Inc. Travelers Property Casualty Co of America (the Insurer) agrees that no cancellation or limitation of this policy shall become effective until 30 day's written notice has been mailed to Enterprise Holdings, Inc. and to the person or organization at the address provided to the Insurer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/21/2014

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 Attn: stlouis.certrequest@marsh.com; t: 212-948-0811 ENTER -sindp-GAWP-2013 41AE Vangua NoC 021413 Airpor	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Company of Connecticut NAIC # 25682 INSURER B: Travelers Property Casualty Co. of America 25674 INSURER C: Illinois Union Insurance Co 27960 INSURER D: INSURER E: INSURER F:
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COVERAGES CERTIFICATE NUMBER: CHI-004534265-16 REVISION NUMBER: 20

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	ADOL 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 <input checked="" type="checkbox"/> Fire Damage (Any One Fire) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			HC2E-GLSA-474M7351-TCT-13	09/01/2013	09/01/2014	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COM/POP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> SIR 2,000,000 SCHEDULED AUTOS 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	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Legal Liability Claims Made			PPI G27061710-002 Retro Date 5/13/2009	06/30/2013	06/30/2014	Per "Pollution Condition" 5,000,000 Agg All "Pollution Conditions" 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: GPBR - 41AE; Address - 2125 Belvedere Rd., West Palm Beach, FL; Temporary Site Address: 2401 Turnage Blvd., West Palm Beach, 33406

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

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Dept of Airports Palm Beach International Airport Bldg 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>
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ACORD 25 (2010/05)

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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.

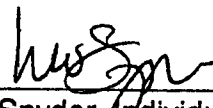
6. The Designate has the right and authority to enter into that certain Short-Term Lease Agreement; Access Agreement and License Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreements"), which is incorporated herein by reference and made 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.

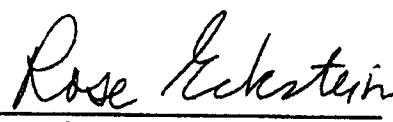
9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreements.

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.



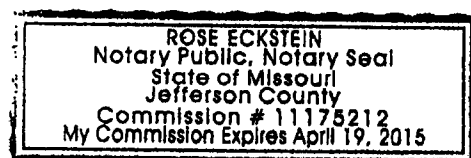
Notary Signature
Rose Eckstein

Print Notary Name

NOTARY PUBLIC

State of Missouri at large

My Commission Expires: _____



AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF MISSOURI

COUNTY OF SAINT LOUIS

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

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

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

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

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

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

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

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

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

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

FURTHER AFFIANT SAYETH NAUGHT,

William W. Snyder individually and as
Manager and Vice President

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

Susan E. Cantillon
Notary Signature

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

SUSAN E. Cantillon
Print Notary Name

NOTARY PUBLIC

State of Missouri at large

My Commission Expires: 1/19/2016