

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: ~~October 5, 2011~~ 6/25/14

Contract/Lease Control #: #L11-0384-AP

Bid #: NA Contract/Lease Type: REVENUE

Award To/Lessee: ~~SIMPLY WHEELZ, LLC.~~ Hertz Corp. DBA ADVANTAGE RENT A CAR

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 09/01/2011

Expiration Date: 06/30/2032

Description of Contract/Lease: SERVICE FACILITY LEASE

Department Manager: AP

Department Monitor: G. DONOVAN

Monitor's Telephone #: 651-7160

Monitor's FAX # OR E-Mail: GDONOVAN@CO.OKALOOSA.FL.US

Date Closed: ~~10/6/14~~ Re-opened

Remarks:

closed in error per departments instructions.
jc 4/26/14

Cc: Finance Dept Contracts & Grants Division

CONCESSION LEASE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE DTG OPERATIONS, INC. D/B/A DOLLAR RENT A CAR, as Principal and ARGONAUT INSURANCE COMPANY, a corporation organized and existing under the laws of ILLINOIS, as Surety, are held and firmly bound unto OKALOOSA COUNTY, FLORIDA, as Oblige, in the penal sum of Ten Thousand Two Hundred Twenty One and 00/100 (10,221.00), for the payment of which, well and truly to be made, we bind ourselves, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has with the Oblige entered into a concession lease agreement entitled Rental Car Service Facilities Lease (hereinafter called "Agreement"), effective September 1, 2010 for the use of property located at Eglin Air Force Base

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation in said Agreement at the time and in the manner specified during the term of this Bond, and shall reimburse said Oblige for any loss which said Oblige may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, THAT THIS BOND IS EXECUTED BY THE PRINCIPAL AND SURETY AND ACCEPTED BY THE OBLIGE SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

1. The term of this Bond shall be from June 20, 2021 to June 30, 2022 but it may be extended at the option of the Surety by execution of continuation certificates. Regardless of the number of years this Bond shall continue in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder to the Oblige for a larger amount in the aggregate than the penal sum herein.
2. The Surety at any time may cancel this bond as to future liability by giving the Oblige thirty (30) days written notice.
3. Neither non-renewal nor cancellation by the Surety nor the failure of the Principal to file a replacement bond shall constitute a loss to the Oblige recoverable under this Bond. It is understood that the Surety shall not be relieved of any liability for Principal default incurred prior to the termination date of this Bond.
4. That in the case of default, the Oblige will give written notice to the Surety within ten (10) days thereafter.
5. No assignment shall be effective without prior written consent of the Surety.
6. All claims, suits, or actions on this Bond must be brought within ninety (90) days of the termination date of the Agreement or Bond, whichever shall occur first.
7. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Agreement, then the terms of this Bond shall prevail.
8. This Bond shall not bind the Surety unless the bond is accepted by the Oblige. If the Oblige objects to any language contained herein, within thirty (30) days of the date this Bond is signed and sealed by the Surety, Oblige shall return this Bond, certified mail or express courier, to the Surety at its address at: P.O. Box 469011, San Antonio, TX, 78246. Failure to return the Bond as described above shall constitute Oblige's acceptance of the terms and conditions herein.

SIGNED, SEALED AND DATED, this 23rd day of June, 2021.

DTG OPERATIONS, INC. D/B/A DOLLAR RENT A CAR
Principal

By: Lisly Costello

ARGONAUT INSURANCE COMPANY
Surety

By: Susan A. Welsh

Susan A. Welsh, Attorney-in-Fact

CONTRACT#: L11-0384-AP
HERTZ CORPORATION DBA ADVANTAGE
RENT A CAR
SERVICE FACILITY LEASE
EXPIRES: 06/30/2032

Inst. #3470149 Bk: 3559 Pg: 881
Page 1 of 2 Recorded: 7/8/2021 3:02 PM
RECORDING ARTICLE V: \$8.00 RECORDING: \$10.50

DEPUTY CLERK JDUNLAP
JD PEACOCK II CLERK OF COURTS,
OKALOOSA COUNTY, FLORIDA

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Sandra M. Winsted, Susan A. Welsh, Michelle D. Krebs, Judith A. Lucky-Eftimov, Sandra M. Nowak, Derek J. Elston, Christina L. Sandoval, Anna A. Formhals, Aerie Walton, Christopher P. Troha, Bartlomiej Siepierski, Jessica B. Dempsey, Samantha Chierici, Kristin L. Hannigan, Andrew Marks, Nicholas Pantazis, Rachel Fore

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$95,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



by:

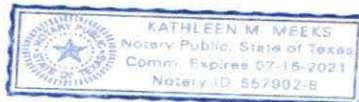
Joshua C. Betz, Senior Vice President

STATE OF TEXAS

COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, depose and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 23rd day of June, 2021.



James Bluzard, Vice President-Surety

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

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Department Monitor: G. DONOVAN

Monitor's Telephone #: 651-7160

Monitor's FAX # OR E-Mail: GDONOVAN@CO.OKALOOSA.FL.US

Date Closed: 10/6/14

Remarks:

Cc: Finance Dept Contracts & Grants Division

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Date Closed: _____

Remarks:

Cc: Finance Dept Contracts & Grants Division

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of this day of June 17, 2014 (the "Effective Date"), by and among Okaloosa County, Florida ("County"), Simply Wheelz LLC d/b/a Advantage Rent A Car ("Assignor") and DTG Operations, Inc. d/b/a Dollar Rent A Car and Thrifty Car Rental ("Assignee").

W I T N E S S E T H:

WHEREAS, Authority and Assignor are parties to the agreements listed on Exhibit A hereto (the "Original Agreements") pursuant to which, among other things, Assignor is entitled to use certain premises at the Northwest Florida Regional Airport (the "Airport"), as specified in the Original Agreements, for purposes of operating a rental car concession;

WHEREAS, on November 5, 2013, Assignor filed for relief under chapter 11 of title 11 of the United States Code and the case is currently pending before the United States Bankruptcy Court for the Southern District of Mississippi (Case No. 13-03332-ee) (the "Bankruptcy Court");

WHEREAS, on March 17, 2014, Assignor conducted an auction under the auspices of the Bankruptcy Court for the sale of certain of its assets, including the Original Agreements; and on March 31, 2014, the Bankruptcy Court entered an order (the "Sale Order"), a copy of which (excluding exhibits and attachments) is attached hereto as Exhibit B, approving The Hertz Corporation ("Hertz") as the winning bidder in such auction with respect to the acquisition of the Original Agreements, and approving, among other things, the assignment of the Original Agreements to Hertz or one of its affiliates;

WHEREAS, Assignor and Assignee are parties to that certain Term Sheet for Acquisition of Certain Locations of Debtor, dated March 27, 2014 (the "Term Sheet"), a copy of which is attached hereto as Exhibit C, pursuant to which, among other things, Assignor has agreed to assign to Assignee, effective as of the closing of the acquisition by Assignee of Assignor's operations at the Airport (the "Closing"), all of Assignor's right, title and interest in and to the Original Agreements;

WHEREAS, the parties hereto have agreed that the Effective Date of this Assignment shall be the same day as the Closing;

WHEREAS, the occurrence of the Closing is conditioned upon, among other things, receipt of (i) the approval of the United States Federal Trade Commission of the transactions relating to the Airport contemplated by the Term Sheet and (ii) the consent of the County to the assignment and assumption of the Original Agreements; and

WHEREAS, County is willing to consent to the proposed assignment and assumption (such consent, the "County's Consent") on the conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

LEASE # L11-0384-AP
HERTZ CORPORATION
SERVICE FACILITY SPACE LEASE
EXPIRES: 06/30/2032

Section 1. Integration of Amendment and Original Agreement. This Assignment and each Original Agreement shall be deemed to be, for all purposes, one instrument. In the event of any conflict between the terms and provisions of this Assignment and the terms and provisions of any of the Original Agreements, the terms and provisions of this Assignment shall, in all instances, control and prevail. The Original Agreements as modified by this Assignment are hereinafter referred to as the "Agreements".

Section 2. Assignment and Assumption of Agreement.

21 Assignment. Subject to the terms and conditions of the Term Sheet and the Sale Order, effective as of the Effective Date (which for the avoidance of doubt is the date on which the Closing takes place), without any further action by any party hereto, Assignor hereby assigns, sells, transfers and conveys to Assignee all of Assignor's right, title and interest in and to each of the Original Agreements.

22 Assumption. Subject to the terms and conditions of the Term Sheet and the Sale Order, effective as of the Effective Date, without any further action by any party hereto, Assignee hereby (a) assumes all liabilities arising under the Original Agreements from and after the Closing and (b) agrees to perform, and be bound by, all of Assignor's obligations that accrue from and after the Closing under each of the Original Agreements.

Section 3. Consent of County. County hereby consents to the assignment and assumption set forth in clauses 2.1 and 2.2 above.

Section 4. Change of Notice Address. As of the Effective Date, Assignee's address for all notices permitted or required under the terms of the Agreement shall be:

DTG Operations, Inc. d/b/a Dollar Rent A Car and Thrifty Car Rental
c/o The Hertz Corporation
225 Brae Boulevard
Park Ridge, NJ 07656
Attention: Vice President, Properties and Concessions

Section 5. General Provisions.

51 Effectiveness. This Assignment shall become effective only upon the Effective Date.

52 Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

53 Counterparts. This Assignment may be executed in one or more counterparts, and all such executed counterparts shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatories to the original or same counterpart. Any signature to this Assignment transmitted by email or facsimile shall be deemed an original signature hereto.

54 Term Sheet and Sale Order. Notwithstanding anything to the contrary set forth in this Assignment, all of the terms and provisions of this Assignment shall be subject to the terms

and conditions set forth in the Term Sheet and the Sale Order, and in the event of any conflict or inconsistency between the terms and provisions of this Assignment and those of the Term Sheet or the Sale Order, the terms and provisions of the Term Sheet or the Sale Order shall govern and control.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement, effective as of the Effective Date (as defined above).

County

OKALOOSA COUNTY, FLORIDA

By:

Charles K. Windes, Jr.

Title: Chairman, Board of County Commissioners



ASSIGNOR'S SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION
AGREEMENT

ASSIGNOR:

**SIMPLY WHEELZ LLC D/B/A ADVANTAGE RENT
A CAR**

By: Tom McDonnell
Name: Tom McDonnell
Title: CEO

ASSIGNEE'S SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION
AGREEMENT

ASSIGNEE:

**DTG OPERATIONS, INC. D/B/A DOLLAR RENT A
CAR AND THRIFTY CAR RENTAL**

By: Michael S. Hoff
Name: Michael E. Holmgren
Title: VP Real Estate & Concessions

EXHIBIT A

ORIGINAL AGREEMENTS

1. Non-Exclusive Rental Car Concession Agreement and Lease, dated as of September 1, 2011, by and between Okaloosa County, Florida and Simply Wheelz LLC.
2. Rental Car Service Facilities Lease, dated as of September 1, 2011, by and between Okaloosa County, Florida and Simply Wheelz LLC.
3. Amendment No. 1, dated as of September 1, 2011, to Non-Exclusive Rental Car Concession Agreement and Lease and Rental Car Service Facilities Lease.

EXHIBIT B

SALE ORDER (WITHOUT EXHIBITS OR ATTACHMENTS)

See attached.



SO ORDERED,

Edward Ellington

Judge Edward Ellington
United States Bankruptcy Judge
Date Signed: March 31, 2014

The Order of the Court is set forth below. The docket reflects the date entered.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI

In re:

SIMPLY WHEELZ LLC, D/B/A
ADVANTAGE RENT-A-CAR

Debtor

CASE NO. 13-03332-ee
Chapter 11

**ORDER GRANTING MOTION OF DEBTOR FOR ENTRY OF AN ORDER
APPROVING THE SALE AND ASSUMPTION AND ASSIGNMENT, PURSUANT TO
BANKRUPTCY CODE SECTIONS 105(A), 363, AND 365 AND BANKRUPTCY RULES
2002, 6004, 6006, 9007 AND 9014, OF CERTAIN EXECUTORY CONTRACTS AND
UNEXPIRED LEASES FREE AND CLEAR OF ALL LIENS, CLAIMS,
ENCUMBRANCES, AND OTHER INTERESTS, AND GRANTING RELATED RELIEF**
[Docket Nos. 466; 468; 472; 473; 474; 477; 478]

This matter came before the Court on the *Motion of Debtor for Entry of an Order Approving the Sale and Assumption and Assignment, Pursuant to Bankruptcy Code Sections 105(a), 363, and 365 and Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014, of Certain Executory Contracts and Unexpired Leases Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, and Granting Related Relief* [Docket No. 466] (the "*Sale Motion*")¹ filed by Simply Wheelz LLC, as debtor and debtor-in-possession (the "*Debtor*") and the *Motion of*

¹ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Sale Motion or the Catalyst Sale Order (as herein defined), unless otherwise indicated herein.

Debtor for Order Shortening Notice Period and Settling Preliminary and Final Hearing on Motion to Approve the Sale and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases for Remaining Locations (the "Motion to Shorten Time"). In the Sale Motion and in the Motion to Shorten Time, the Debtor sought the entry of an order, seeking authority and approval for the following:

- (i) To approve the sale and transfer of the Non-Transferred Locations² by the Debtor to the Successful Bidder(s), according to sale terms obtained at the Auction, and which sale of Non-Transferred Locations shall be, pursuant to Bankruptcy Code sections 105(a), 363, and 365 and Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014, free and clear of all liens, claims, encumbrances, and other interests;
- (ii) To approve the assumption and assignment of contracts set forth in the Binding Term Sheets (as defined below) (the "Assigned Contracts")³ to the Successful Bidder(s), according to terms obtained at the Auction, and which assumption and assignment of Assigned Contracts shall be, pursuant to Bankruptcy Code sections 105(a), 363, and 365 and Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014, free and clear of all liens, claims, encumbrances, and other interests;
- (iii) To permit the Debtor to file and serve on the parties specified herein on or before Monday, March 10, 2014, its Bidding Procedures⁴ which will govern the submission of competing bids at an Auction and the Bid Term Sheet Form for the Non-Transferred Locations;
- (iv) To authorize the Debtor to establish a bid deadline for Non-Transferred Locations pursuant to the Sale Motion of Friday, March 14, 2014, at 5:00 p.m. (prevailing Central Time) under the Bidding Procedures for the Non-Transferred Locations;
- (v) In the event that the Debtor determines there is more than one Qualified Bidder that has submitted a bid for some or all of the Non-Transferred Locations, to authorize the Debtor to conduct an Auction for the Non-Transferred Locations on Monday, March 17, 2014, beginning at 10:00 a.m. (prevailing Central Time),

² As described in the Sale Motion.

³ As used herein, the term "Assigned Contracts" shall mean, with respect to Avis, the agreements identified on Schedule A of the Avis Term Sheet (as defined below), and, with respect to Hertz, the agreements identified on Exhibit A to the Hertz Term Sheet (as defined below).

⁴ The Bidding Procedures were filed on March 10, 2014 at Docket No. 472.

at the offices of Butler Snow LLP, 1020 Highland Colony Parkway, Suite 1400, Ridgeland, MS 39157;

- (vi) To set a deadline for filing objections or other responses to the Sale Motion such that any objection or other response to the Sale Motion be filed electronically through the Court's ECF system, and served electronically on all parties enlisted to receive service electronically, on or before Monday, March 17, 2014;
- (vii) To set a Preliminary Hearing on the Sale Motion on Tuesday, March 18, 2014, at 2:30 p.m. (prevailing Central Time) in the United States Courthouse, 501 E. Court Street, 4th Floor, Courtroom 4D, Jackson, MS 39201;
- (viii) To set a Final Hearing on the Sale Motion for Wednesday, March 19, 2014, at 1:30 p.m. (prevailing Central Time) in the United States Courthouse, 501 E. Court Street, 4th Floor, Courtroom 4D, Jackson, MS 39201; and
- (ix) For such other and further relief as the Court deems just and proper.

On March 7, 2014, the Court entered its *Order Granting Motion of Debtor for Order Shortening Notice Period and Setting Preliminary and Final Hearing on Motion to Approve the Sale and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases for Remaining Locations* [Docket No. 468] (the "**Order Shortening Time**") in which the Court, among other things, ordered:

(a) that the bid deadline for Non-Transferred Locations pursuant to the Sale Motion will be Friday, March 14, 2014 at 5:00 p.m. (prevailing Central Time);

(b) that if there is more than one Qualified Bidder that has submitted a bid for some or all of the Non-Transferred Locations, the Debtor is hereby authorized to conduct an Auction for the Non-Transferred Locations on Monday, March 17, 2014, beginning at 10:00 a.m. (prevailing Central Time), at the offices of Butler Snow LLP, 1020 Highland Colony Parkway, Suite 1400, Ridgeland, MS 39157;

(c) that any objection or other response to the Sale Motion must be filed electronically through the Court's ECF system, and served electronically on all parties enlisted to receive service electronically, no later than Monday, March 17, 2014;

(d) that a Preliminary Hearing on the Sale Motion will be set for Tuesday, March 18, 2014 at 2:30 p.m. (central time) (the "**Preliminary Hearing**"), or as soon thereafter as counsel may be heard, before the Honorable Edward Ellington, United States Bankruptcy Judge, at the United States Courthouse, 501 E. Court Street, 4th Floor, Courtroom 4D, Jackson, MS 39201;

(e) that a Final Hearing on the Sale Motion will be set for Wednesday, March 19, 2014 at 2:30 p.m. (central time) (the "**Final Hearing**"), or as soon thereafter as counsel may be heard, before the Honorable Edward Ellington, United States Bankruptcy Judge, at the United States Courthouse, 501 E. Court Street, 4th Floor, Courtroom 4D, Jackson, MS 39201;

(f) that the Debtor shall mail a copy of the Sale Motion and this Order [the Order Shortening Time] to: (a) the Office of the United States Trustee for the Region 5; (b) Counsel for the DIP Lender; (c) the counterparties to those certain executory contracts and those certain unexpired leases of non-residential real property related to the Debtor's business, including, but not limited to, the non-residential real property leases that are identified in the Debtor's Schedule G filed on December 19, 2013 [Dkt. # 288]. Those parties requesting notice pursuant to Rule 2002 will obtain a copy of this Order [the Order Shortening Time] and the Sale Motion through the Court's CM/ECF system; and

(g) that (1) the notice of the shortened Objection Deadlines and the shortened notice of the Final Hearing on the Sale Motion are appropriate in these particular circumstances; and (2) the opportunity for a hearing is appropriate in these particular circumstances and shall be deemed sufficient for all purposes under the Federal Rules of Bankruptcy Procedure.

As reflected in the *Notice of Debtor's Intent to Conduct Auction of Certain Non-Transferred Locations* [Docket No. 478], the Debtor received two bids for certain specified Non-Transferred Locations. An affiliate of Avis Budget Group, Inc. ("**Avis**") submitted one bid (the "**Avis Bid**"), and The Hertz Corporation or an affiliate thereof ("**Hertz**") submitted another bid (the "**Hertz Bid**"). Both the Avis Bid and the Hertz Bid were deemed to be Qualified Bids by the Debtor and its professionals. The Debtor, therefore, gave notice that it intended to conduct an Auction for the specified Non-Transferred Locations on Monday, March 17, 2014, beginning at 10:00 a.m. (prevailing Central Time), at the offices of Butler Snow LLP, 1020 Highland Colony Parkway, Suite 1400, Ridgeland, MS 39157.

The Court finds that the Auction was conducted on March 17, 2014 in accordance with the Order Shortening Time, and to the extent the Debtor modified any Bidding Procedures, such modifications were within the permissible limits of the Order Shortening Time, were within the reasonable business judgment of the Debtor, and were agreed to by the parties.

The Court had set the Sale Motion for final hearing on March 19, 2014 (the "*Sale Hearing*") at which time all interested parties would have an opportunity to be heard with respect to the Sale Motion. The Court has reviewed and considered the Sale Motion and the Order Shortening Time and finds that all objections to the Sale Motion have been withdrawn or resolved on the terms set forth in this Order. The Court further reviewed and considered the *Notice to Counterparties to Executory Contracts and Unexpired Leases Debtor May Assume and Assign* [Docket No. 126]; the *Notice to Counterparties to Executory Contracts and Unexpired Leases with Debtor Who Filed Timely Objections to Sale Motion* [Docket No. 226]; and the *Order (I) Approving Purchase Agreement, (II) Authorizing Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, and (III) Granting Related Relief* [Docket No. 326] (the "*Catalyst Sale Order*"), as well as statements of counsel in support of the relief requested in the Sale Motion, and finds that all objections and responses to the relief requested in the Sale Motion have been withdrawn or resolved on the terms set forth in this Order. The Court further finds as follows: (i) due notice of the Sale Motion and the Order Shortening Time was provided to all parties in interest; (ii) the relief requested in the Sale Motion is in the best interests of the Debtor, its estate, and all other parties-in-interest; (iii) the Court has jurisdiction over this matter; and (iv) the legal and factual bases set forth in the Sale Motion establish just cause for the relief granted herein.

After due deliberation thereon, the court expressly finds as follows:

Jurisdiction, Venue and Final Order

A. This Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h), 6006(d) and 7062, and to the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of this Order as set forth herein.

**Notice of the Cure Amounts, the Sale Motion, the Bid Deadline,
the Auction, and the Sale Hearing**

C. As evidenced by the certificates of service filed with this Court (of which the Court takes judicial notice) proper, timely, adequate and sufficient notice of the Cure Amounts, the Sale Motion, the Bid Deadline (as set forth in the Order Shortening Time), and the Sale Hearing has been provided in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014. The Debtor has complied with all obligations to provide notice of the Sale Motion, the Bid Deadline, and the Sale Hearing as required by the Sale Motion and Order Shortening Time. The aforementioned notices are good, sufficient and appropriate under the circumstances, and no other or further notice of the Sale Motion, the Bid Deadline, or the Sale Hearing is required for the entry of this Order.

D. A reasonable opportunity to object or to be heard regarding the relief requested in the Sale Motion was afforded to all interested persons and entities, including, without limitation: (i) the Office of the United States Trustee for Region V; (ii) the creditors listed on the List of Creditors Holding 20 Largest Unsecured Claims; (iii) the Assistant United States Attorney for the Southern District of Mississippi; (iv) all counter-parties to the Debtor's executory contracts and unexpired leases; and (v) those parties who have formally filed requests for notice in this chapter 11 case pursuant to Bankruptcy Rule 2002.

E. The Debtor previously served a notice (as amended, modified or otherwise supplemented from time to time, the "*Cure Notice*") of the potential assumption and assignment of the Assigned Contracts and of the amount necessary to cure any defaults pursuant to section 365(b) of the Bankruptcy Code (the "*Cure Amounts*") upon each non-Debtor counterparty to an Assigned Contract.⁵ The service and provision of the Cure Notice was good, sufficient and appropriate under the circumstances and no further notice need be given in respect of assumption and assignment of the Assigned Contracts, including with respect to adequate assurance of future performance, or establishing a Cure Amount for the respective Assigned Contracts. Non-Debtor counterparties to the Assigned Contracts have had an adequate opportunity to object to assumption and assignment of the applicable Assigned Contracts and the Cure Amounts set forth in the Cure Notice (including objections related to the adequate assurance of future performance and objections based on whether applicable law excuses the non-Debtor counterparty from accepting performance by, or rendering performance to, Avis and Hertz, respectively, as the Purchasers, for purposes of section 365(c)(1) of the Bankruptcy Code).

F. The deadline to file an objection to the assumption and assignment to Avis and Hertz, respectively, as the Purchasers, of any Assigned Contract (a "*Contract Objection*") has expired, and to the extent any non-Debtor counterparty to an Assigned Contract timely filed a Contract Objection, all such Contract Objections have been (i) resolved or withdrawn as set forth in Docket Nos. 158, 159, 160, 180, 189, 203, 242, 246, 258, 260, 273, and 326 or on the terms set forth in this Order; or (ii) overruled. To the extent that any non-Debtor counterparty to an Assigned Contract did not file a Contract Objection by the applicable Contract Objection deadline, such entity shall forever be barred and estopped from: (a) objecting to the Cure

⁵ See Notice to Counterparties to Executory Contracts and Unexpired Leases Debtor May Assume and Assign [Docket No. 126].

Amount as the amount necessary to cure all defaults to satisfy section 365 of the Bankruptcy Code or from asserting that any additional amounts are due or any additional defaults exist (including, without limitation, any defaults arising from any provisions in such Assigned Contract prohibiting, restricting or conditioning any assignment thereof or any defaults arising from any change of control of the Debtor or its business); (b) asserting that any conditions to assumption and assignment must be satisfied under such Assigned Contract before it can be assumed and assigned or that any required consent, authorization or approval for assignment has not been given; or (c) asserting that Avis and Hertz, respectively, as the Purchasers, have not provided adequate assurance of future performance as contemplated by section 365 of the Bankruptcy Code.

G. Pursuant to section 365(k) of the Bankruptcy Code, the assignment by the Debtor to an entity of a contract or a lease under section 365 of the Bankruptcy Code relieves the Debtor and the bankruptcy estate from any liability for any breach of such contract or lease occurring after such assignment.

Bids of Avis and Hertz

H. As contemplated by the Sale Motion and the Order Shortening Time, and as reflected in the *Notice of Debtor's Intent to Conduct Auction of Certain Non-Transferred Locations* [Docket No. 478], Avis and Hertz each submitted on March 14, 2014, a written offer for certain specified Non-Transferred Locations.⁶ Both the Avis Bid and the Hertz Bid were deemed to be Qualified Bids by the Debtor and its professionals.

⁶ Where the context so requires, all references in this Order to "Non-Transferred Locations" shall be deemed (i) to be references only to such Non-Transferred Locations that are subject to the Avis Term Sheet or the Hertz Term Sheet, as applicable, and (ii) to include all of the Assigned Contracts and other assets of the Debtor listed in the applicable Avis Term Sheet or Hertz Term Sheet related to any such Non-Transferred Location.

I. The Debtor, therefore, gave notice that it intended to conduct an Auction for the specified Non-Transferred Locations on Monday, March 17, 2014, beginning at 10:00 a.m. (prevailing Central Time), at the offices of Butler Snow LLP, 1020 Highland Colony Parkway, Suite 1400, Ridgeland, MS 39157.

J. Prior to the Auction, the Debtor's management and professionals contacted numerous potential acquirers to determine their interest in submitting a bid for one or more Non-Transferred Locations being offered for sale pursuant to the Sale Motion. Among those parties contacted were the following: Enterprise Rent-A-Car; Sixt Rent A Car; Fox Rent A Car; E-Z Rent A Car; Avis; and Hertz. Although several of these parties expressed initial interest, only Avis and Hertz submitted bids.

K. The Auction was conducted on March 17, 2014 in accordance with Order Shortening Time, and to the extent the Debtor modified any Bidding Procedures, such modifications were within the permissible limits of the Order Shortening Time, were within the reasonable business judgment of the Debtor, and were agreed to by the parties.

L. Of the Non-Transferred Locations listed on Exhibit "A" to the Sale Motion, The Avis Bid was for 17 Non-Transferred Locations, while the Hertz Bid was for 11 Non-Transferred Locations. There was an overlap of only five (5) Non-Transferred Locations on which both Hertz and Avis submitted a bid. After discussions among the parties, at the outset of the Auction, the Debtor announced that Avis would be awarded the twelve (12) Non-Transferred Locations on which it alone bid, while Hertz would be awarded the six (6) Non-Transferred

Locations for which it alone bid, each at the price set forth in the Avis Bid and the Hertz Bid, respectively.⁷

M. The five (5) remaining Non-Transferred Locations [Burlington (BTV); Hilo (ITO); Jacksonville (JAX); Providence (PVD); and Sarasota-Bradenton (SRQ)] were then auctioned off, with the minimum bid price and the minimum overbid amount for each Non-Transferred Location (as set by the Debtor, in consultation with its professionals) first being announced by the Debtor to the parties. Each Non-Transferred Location was offered separately until each Non-Transferred Location was sold, and Avis and Hertz alternated being the first party to bid. At the conclusion of the Auction, Avis had submitted the higher and better bid for Sarasota-Bradenton (SRQ), while Hertz had submitted the higher and better bid for Burlington (BTV); Hilo (ITO); Jacksonville (JAX); and Providence (PVD).

N. Consequently, each of the Non-Transferred Locations listed on Exhibit "A" hereto were sold to the Successful Bidders listed thereon (i.e., either (i) Avis or (ii) Hertz for each Non-Transferred Location) for the price shown as having submitted the higher and better offer for each of the Non-Transferred Locations at the Auction.⁸

O. Following the Auction, the parties (the Debtor, Catalyst, Avis and Hertz) determined that the Richmond location which had been awarded to Avis at the Auction was in reality a "Hertz Subconcession Agreement" (as defined in the Hertz Settlement Agreement) that

⁷ The Richmond Non-Transferred Location (RIC) was one of the 12 Non-Transferred Locations initially awarded to Avis at the outset of the Auction. Following the Auction, however, the Debtor removed the Richmond Non-Transferred Location from the Avis Bid, as described further in paragraph O of this Order.

⁸ Sometimes, Avis and Hertz are referred to collectively herein as "*Purchasers*" although Avis and Hertz are each purchasing different and separate Non-Transferred Locations as reflected in Exhibit A hereto.

could not be sold by the Debtor at this time as a part of this sales process.⁹ Accordingly, the parties agreed to withdraw the Richmond location from this sales process, and the Avis Bid was modified to eliminate the Richmond location from the list of Assigned Contracts for Avis and to reduce the Avis Purchase Price by the \$401,617 bid by Avis for the Richmond location.

P. The Binding Term Sheet setting forth the final terms of the Successful Bid by Avis is attached hereto as Exhibit "B" (the "*Avis Term Sheet*") and the Binding Term Sheet setting forth the terms of the Successful Bid by Hertz is attached hereto as Exhibit "C" (the "*Hertz Term Sheet*"). The Avis Term Sheet and the Hertz Term Sheet may be collectively referred to as the "*Binding Term Sheets*".

Q. The Avis Term Sheet constitutes the Successful Bid (as defined in the Sale Motion) for the Non-Transferred Locations identified therein. The Hertz Term Sheet constitutes the Successful Bid (as defined in the Sale Motion) for the Non-Transferred Locations identified therein.

R. The binding offers of Avis and Hertz as reflected by the Avis Term Sheet and the Hertz Term Sheet are valid, duly authorized and proper under the Bidding Procedures, prior Orders of the Court in this case, sections 363 and 365 of the Bankruptcy Code, and applicable law.

Higher or Otherwise Better Offers

S. The Debtor has conducted a fair and open sale process in a manner reasonably calculated to produce the highest or otherwise best offer for the Non-Transferred Locations in

⁹ With respect to a Hertz Subconcession Agreement, the Hertz Settlement (as defined in paragraph 28 of this Order) provides in part:

Debtor may not, directly or indirectly, sell, or market for sale, any such Excluded Concession Agreement prior to the Closing. In addition, any Hertz Subconcession Agreement that is not sold by the Debtor within 120 days after the Closing Date shall be rejected by the Debtor no later than the first business day after the expiration of such 120-day period. . . .

compliance with the Sale Motion and Order Shortening Time. The Bidding Procedures were substantively and procedurally fair to all parties. The sale process, Bidding Procedures and Auction were non-collusive, duly noticed, proper in all respects, and afforded a full, fair and reasonable opportunity for any party to make a higher or otherwise better offer to purchase all or any of the Non-Transferred Locations. The bidding and related procedures established by the Sale Motion and Order Shortening Time have been complied with in all material respects.

T. The Non-Transferred Locations were adequately marketed by the Debtor and its advisors, and the consideration provided by Avis and Hertz under the terms of their respective Binding Term Sheets constitutes the highest or otherwise best offer and provides fair and reasonable consideration to the Debtor for the Non-Transferred Locations. The Avis Term Sheet and the Hertz Term Sheet present the best opportunity to maximize and realize the value of the Non-Transferred Locations for the Debtor's estate. The Debtor's determination that the consideration provided by Avis and Hertz under the terms of their respective Binding Term Sheets constitutes the highest or otherwise best offer for the Non-Transferred Locations and constitutes a valid and sound exercise of the Debtor's business judgment.

U. Approval of the Sale Motion, the Avis Term Sheet, and the Hertz Term Sheet and the consummation of the transactions contemplated thereby are in the best interests of the Debtor, its creditors, its estate and other parties in interest. The Debtor has demonstrated good, sufficient and sound business reasons and justifications for entering into the transactions and the performance of its obligations under the Avis Term Sheet and the Hertz Term Sheet.

V. Entry of this Order approving (i) the Avis Term Sheet and the Hertz Term Sheet, (ii) all the provisions thereof, and (iii) the consummation of the transactions contemplated thereby is a condition precedent to the consummation of the transactions by Avis and by Hertz.

W. The Avis Term Sheet and the Hertz Term Sheet were not entered into, and neither the Debtor nor Avis and Hertz, respectively, as the Purchasers, propose to consummate the transactions for the purpose of hindering, delaying or defrauding the Debtor's present or future creditors. Neither the Debtor nor Avis and Hertz, respectively, as the Purchasers, are entering into the Avis Term Sheet and the Hertz Term Sheet, or proposing to consummate the transactions for any improper, illegal or fraudulent purpose, whether based on statutory or common law, or whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing, including any laws related to any fraudulent conveyance or fraudulent transfer claims.

X. The terms and conditions of the Auction, and the result of the Auction, including the form and total consideration to be realized by the Debtor pursuant to the Avis Term Sheet and the Hertz Term Sheet, (i) is in the best interests of the Debtor's creditors and estate and (ii) constitutes fair value, full and adequate consideration, reasonably equivalent value, and reasonable market value for the Non-Transferred Locations.

Y. The agreement of Avis to assume certain liabilities to the extent set forth in the Avis Term Sheet and the agreement of Hertz to assume certain liabilities to the extent set forth in the Hertz Term Sheet (for each respective party and term sheet, "*Seller Assumed Liabilities*") is essential to provide for the payment of Seller Assumed Liabilities comprising certain limited post-petition administrative expenses incurred by the Debtor.

Z. Avis and Hertz, respectively, as the Purchasers, are the Successful Bidders for their respective Non-Transferred Locations in accordance with the Sale Motion and Order Shortening Time. Avis and Hertz, respectively, as the Purchasers, have complied in all respects

with the Sale Motion and Order Shortening Time and any other applicable order of this Court in negotiating and entering into the Avis Term Sheet and the Hertz Term Sheet, and the transactions contemplated thereby likewise comply with the Sale Motion and Order Shortening Time and any other applicable order of this Court.

AA. The Catalyst Capital Group, Inc. (on behalf of funds managed by it and its affiliates, in its capacity as purchaser of the Debtor's assets pursuant to the Sale Order entered on January 2, 2014 [Docket No. 326], and/or as debtor-in-possession lender, "*Catalyst*"), consents to the transfer of the Non-Transferred Locations, as approved herein, in accordance with the Sale Motion, the Order Shortening Time, and the Avis Term Sheet and the Hertz Term Sheet.

Good Faith of Debtor and Purchasers

BB. The sale process conducted by the Debtor, including, without limitation, the Bidding Procedures set forth in the Sale Motion and Order Shortening Time, was at arm's length, non-collusive, in good faith, and substantively and procedurally fair to all entities. The Avis Term Sheet and the Hertz Term Sheet and the transactions contemplated thereunder were the result of the sales process proposed by the Debtor and approved by this Court, and the terms of the Avis Term Sheet and the Hertz Term Sheet were proposed, negotiated and entered into by and between the Debtor and Avis and Hertz, respectively, as the Purchasers, without collusion, in good faith and at arms' length.

CC. The Debtor, Purchasers and their respective professionals and advisors have complied in good faith with the Bidding Procedures, Sale Motion, and Order Shortening Time in all respects. Through substantial marketing efforts by the Debtor and its professionals, a competitive sale process and a Court-ordered Auction that was conducted in accordance with the Bidding Procedures, Sale Motion, and Order Shortening Time, the Debtor (a) afforded all

creditors and other parties in interest and all potential purchasers a full, fair and reasonable opportunity to qualify as bidders and submit their highest or otherwise best offer to purchase the Non-Transferred Locations, (b) provided potential purchasers, upon request, sufficient information to enable them to make an informed judgment on whether to bid on the Non-Transferred Locations, and (c) considered any bids submitted on or before the Bid Deadline (as defined in the Bidding Procedures).

DD. Neither Avis and Hertz, respectively, as the Purchasers, nor any of their affiliates, present or contemplated members, officers, directors, shareholders or any of their respective successors and assigns is an "insider" of the Debtor, as the term "insider" is defined in section 101(31) of the Bankruptcy Code. Avis and Hertz, respectively, as the Purchasers, are entering into the transactions in good faith and are "good faith Purchasers" within the meaning of section 363(m) of the Bankruptcy Code, and are therefore entitled to the full protection of that provision, and otherwise have proceeded in good faith in all respects in connection with this proceeding. Neither the Debtor nor Avis and Hertz, respectively, as the Purchasers, have engaged in any action or inaction that would cause or permit the Avis Term Sheet and the Hertz Term Sheet or the transactions to be avoided or impose any costs or damages under section 363(n) of the Bankruptcy Code.

Section 363 is Satisfied

EE. The Debtor has demonstrated a sufficient basis and compelling circumstances requiring it to (i) enter into the Avis Term Sheet and the Hertz Term Sheet (and any related documentation necessary to effectuate the transactions contemplated thereby), (ii) sell the Non-Transferred Locations, and (iii) assume and assign the Assigned Contracts related to such Non-Transferred Locations. These actions are appropriate exercises of the Debtor's business

judgment and are in the best interests of the Debtor, its estate and its creditors. Such business reasons include, without limitation, the fact that: (i) the Avis Term Sheet and the Hertz Term Sheet constitute the highest or otherwise best offer for the Non-Transferred Locations; (ii) the Avis Term Sheet and the Hertz Term Sheet present the best opportunity to maximize and realize the value of the Non-Transferred Locations; and (iii) unless the sale is concluded expeditiously, the recoveries of the Debtor's estate and constituencies are likely to be adversely affected and there is a significant risk that numerous obligations constituting administrative expenses in the Debtor's chapter 11 case (including the liabilities that will be assumed by Avis and Hertz to the extent set forth in their respective Binding Term Sheets) will not be satisfied.

FF. Each of the Avis Term Sheet and the Hertz Term Sheet is a valid and binding contract between the Debtor and Avis and Hertz, respectively, as the Purchasers, and shall be enforceable pursuant to their respective terms.

GG. For purposes of section 363(b)(1) of the Bankruptcy Code, there is no "personally identifiable information" (as defined in section 101(41A) of the Bankruptcy Code) about individuals to persons that are not affiliated with the Debtor that are being conveyed pursuant to either the Avis Term Sheet or the Hertz Term Sheet, and the transactions will not violate any such privacy policy, or violate any applicable laws relating to the use, dissemination or transfer of the Non-Transferred Locations.

HH. The Non-Transferred Locations constitute property of the Debtor's estate within the meaning of section 541(a) of the Bankruptcy Code and title thereto is presently vested in the Debtor's estate.

II. The sale of all Non-Transferred Locations to the respective Purchasers under the terms of the Avis Term Sheet and the Hertz Term Sheet meets the applicable provisions of

section 363(f) of the Bankruptcy Code, and except as expressly provided in the Avis Term Sheet and the Hertz Term Sheet with respect to the Seller Assumed Liabilities, (i) the transfer of the Non-Transferred Locations to Avis and Hertz, respectively, as the Purchasers, and (ii) the assumption and/or assignment to Avis and Hertz, respectively, as the Purchasers, of the Assigned Contracts and other assets of the Debtor solely relating to the Non-Transferred Locations, in each case, will be free and clear of all Liens and Claims (each as defined in Paragraph 9 below) other than the Seller Assumed Liabilities. In addition, the sale of all Non-Transferred Locations to the respective Purchasers under the terms of the Avis Term Sheet and the Hertz Term Sheet and the assumption and/or assignment to Avis and Hertz, respectively, as Purchasers of the Assigned Contract and other assets of the Debtor solely relating to the Non-Transferred Locations, in each case, will not subject Avis and Hertz, respectively, as the Purchasers, or any of the assets Avis and Hertz to any liability for any Liens or Claims whatsoever (including, without limitation, under any theory of equitable law, antitrust, setoff (except with respect to setoffs that were effected prior to the Petition Date), or Successor or Transferee Liability (as defined in Paragraph 18)) other than the Seller Assumed Liabilities.¹⁰ All holders of Liens or Claims and all counterparties to Assigned Contracts who did not object, or withdrew their objections, are deemed to have consented to the transactions pursuant to section 363(f)(2) of the Bankruptcy Code.

JJ. Avis and Hertz, respectively, as the Purchasers, would not have entered into the Avis Term Sheet and the Hertz Term Sheet and would not consummate the transactions, thus adversely affecting the Debtor, its estate, creditors, employees and other parties in interest, if the sale of the Non-Transferred Locations was not free and clear of all Liens and Claims or if Avis

¹⁰ Whenever the terms "free and clear of all Liens and Claims" or "free and clear of all Liens or Claims" is used in this Order, it shall mean "other than the Seller Assumed Liabilities."

and Hertz, respectively, as the Purchasers, would, or in the future could, be liable for any Liens or Claims, including, without limitation and as applicable, any liabilities that are not expressly assumed by Avis and Hertz, respectively, as the Purchasers, as set forth in the Avis Term Sheet and the Hertz Term Sheet. Avis and Hertz, respectively, as the Purchasers, assert that they will not consummate the transactions unless this Court specifically orders that neither Avis nor Hertz, respectively, as a Purchaser, and none of the assets of Avis or Hertz (including, without limitation, the Non-Transferred Locations) will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly, any Lien or Claim, or any Successor or Transferee Liability for the Debtor, in each case, other than the Purchase Price, including the Seller Assumed Liabilities.

KK. The transfer of the Non-Transferred Locations to Avis and Hertz under the terms of their respective Binding Term Sheets is a legal, valid and effective transfer of all of the legal, equitable and beneficial right, title and interest in and to the Non-Transferred Locations free and clear of all Liens and Claims. The Debtor may sell its interests in the Non-Transferred Locations free and clear of all Liens and Claims because, in each case, one or more of the standards set forth in section 363(f) of the Bankruptcy Code has been satisfied. The transfer of the Non-Transferred Locations to Avis and Hertz, respectively, as the Purchasers, will vest Avis and Hertz, respectively, as the Purchasers, with good and marketable title to the Non-Transferred Locations free and clear of all Liens and Claims.

LL. Neither Avis nor Hertz, respectively, as a Purchaser: (i) is a successor to the Debtor or its estate by reason of any theory of law or equity; (ii) except to the extent set forth in the respective Binding Term Sheets, shall assume or in any way be responsible for any liability or obligation of the Debtor or its estate by reason thereof; (iii) is a continuation or substantial

continuation of the Debtor or its estate, and there is no continuity between Avis and Hertz, respectively, as a Purchaser, and the Debtor; (iv) has a common identity of incorporators, directors or equity holders with the Debtor; and (v) is holding itself out to the public as a continuation of the Debtor or its estate, and the transactions do not amount to a consolidation, merger or *de facto* merger of either Avis nor Hertz, respectively, as a Purchaser, and the Debtor.

MM. There is no legal or equitable reason to delay the transactions. The transactions must be approved and consummated promptly to preserve the value of the Debtor's assets.

NN. The Debtor has demonstrated both (i) good, sufficient and sound business purposes and justifications and (ii) compelling circumstances for the transactions pursuant to section 363(b) of the Bankruptcy Code prior to, and outside of, a plan of reorganization in that, among other things, absent the immediate consummation of the transactions, the value of the Debtor's assets will be harmed. To maximize the value of the Non-Transferred Locations, it is essential that the transactions occur within the timeframe set forth in the Avis Term Sheet and the Hertz Term Sheet. Time is of the essence in consummating the transactions.

OO. The sale and assignment of the Non-Transferred Locations outside of a plan of reorganization pursuant to the Avis Term Sheet and the Hertz Term Sheet neither impermissibly restructures the rights of the Debtor's creditors nor impermissibly dictates the terms of a liquidating plan for the Debtor. Neither the Avis Term Sheet and the Hertz Term Sheet nor the transactions contemplated thereby constitutes a *sub rosa* chapter 11 plan.

Assumption and Assignment of the Assigned Contracts

PP. The assumption and assignment of the Assigned Contracts (as such Assigned Contracts may be amended, supplemented or otherwise modified prior to assumption and assignment without further order of the Court with the consent of the Debtor, Catalyst, the

applicable contract counterparty and Avis and Hertz, respectively, as the Purchasers) that are designated for assumption and assignment pursuant to the terms of this Order and the Avis Term Sheet and the Hertz Term Sheet are: (i) properly assumable by the Debtor and assignable to Avis or Hertz, respectively, as the Purchasers; (ii) integral to the Avis Term Sheet and the Hertz Term Sheet; (iii) are in the best interests of the Debtor and its estate, creditors and other parties in interest, and (iv) represent the reasonable exercise of sound and prudent business judgment by the Debtor. Further, the assumption and assignment of each of the Assigned Contracts is consistent with sections 363 and 365 of the Bankruptcy Code, prior Orders of the Bankruptcy Court and the Hertz Settlement.

QQ. No section of any Assigned Contract that purports to prohibit, restrict, impose any penalty or fee, or condition the use, consideration or assignment of any such Assigned Contract in connection with the transactions shall have any force or effect.

RR. The Debtor has met all requirements of section 365(b) of the Bankruptcy Code for each of the Assigned Contracts. The Debtor has (i) cured and/or provided adequate assurance of cure of any default existing prior to the closing of the transactions contemplated by the respective Binding Term Sheets (each, a "*Closing*") under all of the Assigned Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code; and (ii) provided compensation or adequate assurance of compensation to any counterparty to an Assigned Contract for actual pecuniary loss to such entity resulting from a default prior to the Closing under any of the Assigned Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. Each of the Assigned Contracts is free and clear of all Liens and Claims, except as expressly permitted in the Avis Term Sheet and the Hertz Term Sheet.

SS. Each of Avis and Hertz, respectively, as a Purchaser, has demonstrated adequate assurance of future performance under the relevant Assigned Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. Pursuant to section 365(f) of the Bankruptcy Code, the Assigned Contracts to be assumed and assigned under the Avis Term Sheet and the Hertz Term Sheet shall be assigned and transferred to, and remain in full force and effect for the benefit of, the respective Purchaser notwithstanding any provision in the Assigned Contracts or other restrictions prohibiting their assignment or transfer.

TT. No defaults exist in the Debtor's performance under the Assigned Contracts as of the date of this Order other than the failure to pay amounts equal to the Cure Amounts or defaults that are not required to be cured as contemplated in section 365(b)(1)(A) of the Bankruptcy Code.

Objections Resolved

UU. Prior to the applicable deadline, three Objections were filed to the Sale Motion:

1. *Preliminary Objection of The Hertz Corporation to the Debtor's Sale Motion and Bidding Procedures* [Docket No. 474];
2. *Limited Objection of Louisville Regional Airport Authority to Motion of Debtor for Entry of an Order Approving the Sale and Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [Docket No. 479]; and
3. *The Allegheny County Airport Authority's Limited Objection to Debtor's Motion to Approve Sale, Assumption and Assignment of Non-Transferred Locations* [Docket No. 483].

VV. The Louisville Regional Airport Authority (the "*Louisville Authority*") has reserved its rights and defenses to the Sale Motion through the Limited Objection of Louisville Regional Airport Authority to Motion of Debtor For Entry of an Order Approving the Sale and Assumption and Assignment of Certain Executory Contract and Unexpired Leases [Docket No. 479] ("*Louisville Objection*"). The Concession Agreement for Rental Car Concession at

Louisville International Airport dated April 12, 2012 by and between the Louisville Regional Airport Authority and Simply Wheelz LLC d/b/a Advantage Rent-A-Car (the "*Louisville Concession Agreement*"), which was identified in the Louisville Objection, is subject to potential assumption and assignment. The Louisville Authority contends that the Louisville Concession Agreement may not be assumed or assigned absent the consent of the Louisville Authority and resolution of the Louisville Objection but has agreed to resolve the Louisville Objection on the terms set forth in paragraph 42 below.

WW. Each of the Objections of Hertz and The Allegheny County Airport Authority (the "*Allegheny Authority*") has been resolved on the terms set forth herein.

THEREFORE, IT IS HEREBY ORDERED THAT:

General Provisions

1. The Sale Motion is granted and approved as set forth herein.
2. All objections to the Sale Motion or the relief requested therein have been withdrawn, waived or settled as announced to the Court or by stipulation previously filed with the Court, or as resolved in this Order, and all reservations of rights included in any such objection, are hereby overruled on the merits.
3. All persons and entities given notice of the Sale Motion that failed to timely object thereto are deemed to consent to the relief sought therein including, without limitation, all non-Debtor parties to the Assigned Contracts.
4. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the findings of fact

constitute conclusions of law, they are adopted as such, and to the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Approval of the Avis Term Sheet and the Hertz Term Sheet

5. The Avis Term Sheet and the Hertz Term Sheet, all of the terms and conditions thereof, and all of the transactions contemplated therein are approved in all respects. The failure specifically to include any particular provision of the Avis Term Sheet and the Hertz Term Sheet in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Avis Term Sheet and the Hertz Term Sheet be authorized and approved in their entirety. The transfer of the Non-Transferred Locations by the Debtor to Avis and Hertz, respectively, as the Purchasers, according to the terms of the Avis Term Sheet and the Hertz Term Sheet shall be a legal, valid and effective transfer of the Non-Transferred Locations. The consummation of the transactions is hereby approved and authorized under section 363(b) of the Bankruptcy Code.

6. The Debtor is authorized: (a) to take any and all actions necessary or appropriate to perform, consummate, implement and close the transactions, including the sale to Avis and Hertz, respectively, as the Purchasers, of all Non-Transferred Locations, in accordance with the terms and conditions set forth in the Avis Term Sheet and the Hertz Term Sheet and this Order, including, without limitation, executing, acknowledging and delivering such deeds, assignments, conveyances and other assurance, documents and instruments of transfer and taking any action for purposes of assigning, transferring, granting, conveying, and confirming to Avis and Hertz, respectively, as the Purchasers, or reducing to possession, any or all of the Non-Transferred Locations, and entering into any transition services or operations support agreements with Avis and Hertz, respectively, as the Purchasers, and any other agreements

related to implementing the transactions; (b) to assume and assign any and all Assigned Contracts; and (c) to perform its obligations under the Avis Term Sheet and the Hertz Term Sheet.

7. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with, or which would be inconsistent with, the ability of the Debtor to transfer the Non-Transferred Locations to Avis and Hertz, respectively, as the Purchasers, in accordance with the Avis Term Sheet and the Hertz Term Sheet and this Order.

8. In the event Avis and/or Hertz, respectively, as the Purchasers, or the Debtor, as the Seller, fail to consummate the sale in accordance with the Avis Term Sheet and the Hertz Term Sheet because of a breach or failure to perform on the part of Avis or Hertz or Seller, as applicable, then the non-breaching party may seek to enforce its rights for such breach.

9. Except as otherwise expressly provided in the Avis Term Sheet and the Hertz Term Sheet with respect to Seller Assumed Liabilities, the Non-Transferred Locations shall be sold free and clear of all claims, liabilities, interests, rights and encumbrances, including, without limitation, all mortgages, restrictions (including, without limitation, any restriction on the use, voting rights, transfer rights, claims for receipt of income or other exercise of any attributes of ownership), hypothecations, charges, indentures, loan agreements, instruments, options, deeds of trust, security interests, equity interests, conditional sale rights or other title retention agreements, pledges, judgments, demands, rights of first refusal, consent rights, offsets, contract rights, rights of setoff, rights of recovery, reimbursement rights, contribution claims, indemnity rights, exoneration rights, product liability claims, alter-ego claims, environmental rights and claims (including, without limitation, toxic tort claims), labor rights and claims, employment rights and claims, pension rights and claims, tax claims, regulatory

violations, decrees of any court or foreign or domestic governmental entity, charges of any kind or nature, debts arising in any way in connection with any agreements, acts, or failures to act, reclamation claims, obligation claims, demands, guaranties, contractual or other commitment rights and claims, rights of licensees or sublicensees under section 365(n) of the Bankruptcy Code or any similar statute, and all other matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Debtor's chapter 11 case (but, for the avoidance of doubt, in each case arising from or related to the ownership of the Non-Transferred Locations or the operation of the Business prior to the date of the Closing (the "*Closing Date*") of any of the Non-Transferred Locations), and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under any theory, law or doctrine of successor liability or related theories, as well as any and all "claims" as that term is defined and used in the Bankruptcy Code, including section 101(5) thereof (all of the foregoing, collectively, "*Claims*"), and any consensual or nonconsensual lien, statutory lien, real or personal property lien, mechanics' lien, materialman's lien, warehouseman's lien, tax lien, and any and all "liens" as that term is defined and used in the Bankruptcy Code, including section 101(37) thereof (all of the foregoing, collectively, "*Liens*").

10. At each Closing of any Non-Transferred Location, all of the Debtor's right, title and interest in and to, and possession of, that particular Non-Transferred Location or those particular Non-Transferred Locations shall be immediately vested in Avis and Hertz,

respectively, as the Purchasers, pursuant to sections 105(a), 363(b), 363(f) and 365 of the Bankruptcy Code free and clear of any and all Liens and Claims. Such transfer shall constitute a legal, valid, binding and effective transfer of such Non-Transferred Locations. All persons or entities, presently, or on or after the Closing, in possession of some or all of the Non-Transferred Locations are directed to surrender possession of the Non-Transferred Locations directly to Avis or Hertz as the Purchaser or its designee on the Closing or at such time thereafter as Avis or Hertz as the Purchaser may request.

11. Avis and Hertz, respectively, as the Purchasers, are hereby authorized in connection with the consummation of the transactions to allocate the Non-Transferred Locations, Seller Assumed Liabilities, and the Assigned Contracts among its affiliates, designees, assignees, and/or successors in a manner as it, in its sole discretion, deems appropriate, and to assign, sublease, sublicense, transfer or otherwise dispose of any of the Non-Transferred Locations or the rights under any Assigned Contract to its affiliates, designees, assignees, and/or successors with all of the rights and protections accorded under this Order and the Avis Term Sheet and the Hertz Term Sheet, and the Debtor shall cooperate with and take all actions reasonably requested by Avis and Hertz, respectively, as the Purchasers, to effectuate any of the foregoing, which shall be at the cost of Avis and Hertz, respectively, as the Purchasers, if requested after the Closing Date to the extent provided in the Avis Term Sheet and the Hertz Term Sheet.

12. Subject only to the provisions of Paragraph 41 herein with respect to Hertz and the Allegheny Authority, this Order: (a) shall be effective as a determination that, as of the Closing, (i) no Liens or Claims (other than the Seller Assumed Liabilities) will be capable of being asserted against Avis and Hertz, respectively, as the Purchasers, or any of its assets

(including the Non-Transferred Locations), (ii) the Non-Transferred Locations shall have been transferred to Avis and Hertz, respectively, as the Purchasers, free and clear of all Liens and Claims, and (iii) the conveyances described herein have been effected; and (b) is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal and local officials and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Avis Term Sheet and the Hertz Term Sheet.

13. Except as otherwise expressly provided in the Avis Term Sheet and the Hertz Term Sheet with respect to the Seller Assumed Liabilities, all persons and entities (and their respective successors and assigns), including, without limitation, all debt security holders, equity security holders, affiliates, governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants and other creditors holding Liens or Claims arising under or out of, in connection with, or in any way relating to, the Debtor, the Non-Transferred Locations, the ownership, sale or operation of the Non-Transferred Locations and the Business prior to Closing or the transfer of the Non-Transferred Locations to Avis and Hertz, respectively, as the Purchasers, are hereby forever barred, estopped and permanently enjoined from asserting such Liens or Claims against Avis and Hertz, respectively,

as the Purchasers, its successors or assigns, its assets or property or the Non-Transferred Locations. Following the Closing, no holder of any Lien or Claim shall interfere with title to or use and enjoyment of the Non-Transferred Locations of Avis and Hertz, respectively, as the Purchasers, based on or related to any such Lien or Claim, or based on any action the Debtor may take in its chapter 11 case.

14. Each person or entity that has filed financing statements, mortgages, *lis pendens* or other documents or agreements evidencing Liens or Claims against or in the Non-Transferred Locations shall be obligated to deliver to the Debtor and Avis and Hertz, respectively, as the Purchasers, prior to the Closing of the transactions in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Liens and Claims that the person or entity has with respect to the Non-Transferred Locations or otherwise. If any person or entity that has filed financing statements, mortgages, *lis pendens* or other documents or agreements evidencing Liens or Claims against or in the Non-Transferred Locations shall not have delivered to the Debtor prior to the Closing of the transactions, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Liens and Claims that the person or entity has with respect to the Non-Transferred Locations or otherwise, then only with regard to the Non-Transferred Locations that are purchased by the Purchasers, pursuant to each of the Binding Term Sheets, as applicable, and this Order: (a) each of the Debtor and Purchasers is hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Non-Transferred Locations; (b) Avis and Hertz, respectively, as the Purchasers, are each hereby authorized to file, register or otherwise record a certified copy of this Order, which, once filed, registered or

otherwise recorded, shall constitute conclusive evidence of the release of all Liens and Claims against Avis and Hertz, respectively, as the Purchasers, and the applicable Non-Transferred Locations; and (c) Avis and Hertz, respectively, as the Purchasers, may seek in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction, and releases of all Liens and Claims with respect to the Non-Transferred Locations other than Seller Assumed Liabilities. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department or office. Notwithstanding the foregoing, the provisions of this Order authorizing the sale and assignment of the Non-Transferred Locations free and clear of Liens and Claims shall be self-executing, and neither the Debtor nor Avis and Hertz, respectively, as the Purchasers, shall be required to execute or file releases, termination statements, assignments, consents or other instruments to effectuate, consummate and implement the provisions of this Order.

15. Avis and Hertz, respectively, as the Purchasers, shall be authorized, as of the Closing Date, to operate under any license, permit, registration and governmental (including airport authorities) authorization or approval (collectively, the "*Ancillary Licenses*") of the Debtor with respect to the Non-Transferred Locations, and all Ancillary Licenses are deemed to have been, and hereby are directed to be, transferred to Avis and Hertz, respectively, as the Purchasers, as of the Closing Date. For the avoidance of doubt, the Ancillary Licenses do not include the Assigned Contracts, and none of the provisions of this paragraph 15 apply to the assumption and assignment of the Assigned Contracts to the Purchasers. To the extent any Ancillary License cannot be transferred to Avis and Hertz, respectively, as the Purchasers, in accordance with the first sentence of this paragraph 15, each such Ancillary License: (a) shall

remain in effect while Avis and Hertz, respectively, as the Purchasers, with assistance from the Debtor, works promptly and diligently to apply for and secure all necessary government approvals for the transfer or new issuance of Ancillary Licenses to Avis and Hertz, respectively, as the Purchasers; and (b) shall terminate on a license-by-license basis following the final determination of the application of Avis and Hertz, respectively, as the Purchasers, for transfer or new issuance of an Ancillary License to Avis and Hertz, respectively, as the Purchasers. The Debtor shall maintain the Ancillary Licenses in good standing to the fullest extent allowed by applicable law for the benefit of Avis and Hertz, respectively, as the Purchasers, until equivalent new Ancillary Licenses are issued to Avis and Hertz, respectively, as the Purchasers, which shall be at the cost of Avis and Hertz, respectively, as the Purchasers, to the extent obligations are incurred after the Closing Date. Without limiting the foregoing, the Purchasers and Debtor may enter into, without further application or motion to, or order of, the Court any reasonable arrangement that either of the Purchasers may request and at the expense of such Purchaser, which arrangement provides Avis and Hertz, respectively, as the Purchasers, with all of the benefits of, or under, any such Ancillary License or any other Non-Assignable Purchased Asset (as defined in the Avis Term Sheet). Further, also without limiting the foregoing, Avis and Hertz, respectively, as the Purchasers, and the Debtor may enter into, without further application or motion to, or order of, the Court, any reasonable shared services agreement or shared management agreement that Purchasers may request and at the expense of Purchasers, which arrangement provides Purchasers with the benefits of management or services of the Debtor in transitioning the operation of the business of the Debtor to Avis and Hertz, respectively, as the Purchasers.

16. To the extent set forth in section 525 of the Bankruptcy Code, no governmental unit (including any airport authority) may revoke or suspend any permit or license relating to the operation of the Non-Transferred Locations sold, transferred, assigned or conveyed to Avis and Hertz, respectively, as the Purchasers, on account of the filing or pendency of this chapter 11 case or the consummation of the transactions.

No Successor or Transferee Liability

17. Avis and Hertz, respectively, as the Purchasers, shall not be deemed, as a result of any action taken in connection with the Avis Term Sheet and the Hertz Term Sheet, the consummation of the transactions contemplated by the Avis Term Sheet and the Hertz Term Sheet, or the transfer or operation of the Non-Transferred Locations, including the Assigned Contracts, to: (a) be a legal successor, or otherwise be deemed a successor to the Debtor or its affiliates (other than, for Avis and Hertz, respectively, as the Purchasers, with respect to any obligations as an assignee under the Assigned Contracts arising after the Closing); (b) have, *de facto* or otherwise, merged with or into the Debtor or its affiliates; (c) be an alter ego or a mere continuation or substantial continuation of the Debtor or its affiliates, in each case including, without limitation, within the meaning of any pension law, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act ("**COBRA**"), the WARN Act (29 U.S.C. §§ 2101 et seq.) ("**WARN**"), the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the Federal Rehabilitation Act of 1973 (as amended), the National Labor Relations Act, 29 U.S.C. § 151, *et seq.* (the "**NLRA**").

18. Other than as expressly set forth in the Avis Term Sheet and the Hertz Term Sheet or this Order solely with respect to Seller Assumed Liabilities, Avis and Hertz,

respectively, as the Purchasers, shall not have any responsibility for any liability or other obligation of the Debtor or any of its affiliates, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including under any law or theory of successor or vicarious liability, antitrust law, environmental law, foreign, federal, state or local revenue law, or products liability law. Without limiting the generality of the foregoing, Avis and Hertz, respectively, as the Purchasers, shall not be liable for any (a) liabilities, debts or obligations on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the ownership or operation of the Non-Transferred Locations prior to the Closing; (b) environmental liabilities or obligations arising from conditions first existing on or prior to Closing (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response Compensation and Liability Act ("**CERCLA**"); (c) liabilities, debts or obligations arising from conditions first existing or actions occurring prior to the Closing with respect to any labor, employment, or similar law, rule or regulation, including the laws specified in the preceding Paragraph (including filing requirements under any such laws, rules or regulations); or (d) liabilities under any other foreign, federal, state or local law by virtue of Avis and Hertz, respectively, as the Purchasers, purchasing any of the Non-Transferred Locations or assuming any of the Seller Assumed Liabilities (all liabilities described in Paragraphs 17 and 18 of this Order, "**Successor or Transferee Liability**").

19. Except as otherwise expressly provided in the Avis Term Sheet and the Hertz Term Sheet, nothing shall require Avis and Hertz, respectively, as the Purchasers, to: (a)

continue or maintain in effect, or assume any liability in respect of any employee, collective bargaining agreement, pension, welfare, fringe benefit or any other benefit plan, trust arrangement or other agreements to which the Debtor is a party or have any responsibility therefor including, without limitation, medical, welfare and pension benefits payable after retirement or other termination of employment; or (b) assume any responsibility as a fiduciary, plan sponsor or otherwise, for making any contribution to, or in respect of the funding, investment or administration of any employee benefit plan, arrangement or agreement (including but not limited to pension plans) or the termination of any such plan, arrangement or agreement.

20. Effective upon the Closing, except with respect to Seller Assumed Liabilities, all persons and entities are forever prohibited and enjoined from commencing or continuing in any matter any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against Avis and Hertz, respectively, as the Purchasers, or their respective assets (including the Non-Transferred Locations), with respect to any (a) Lien or Claim, or (b) Successor or Transferee Liability, including, without limitation, the following actions with respect to clauses (a) and (b): (i) commencing or continuing any action or other proceeding pending or threatened; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any Lien or Claim; (iv) asserting any setoff, right of subrogation or recoupment of any kind; (v) commencing or continuing any action, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Order or other orders of this Court, or the agreements or actions contemplated or taken in respect hereof; or (vi) revoking, terminating, failing or

refusing to renew any license, permit or authorization to operate any of the Non-Transferred Locations or conduct any of the businesses operated with such assets.

Good Faith of Purchasers

21. The transactions contemplated by the Avis Term Sheet and the Hertz Term Sheet are undertaken by Avis and Hertz, respectively, as the Purchasers, without collusion and in good faith, as that term is described in section 363(m) of the Bankruptcy Code and, accordingly, Avis and Hertz are deemed for all purposes to be good faith purchasers in the transactions contemplated by the Avis Term Sheet and the Hertz Term Sheet and the reversal or modification on appeal of the authorization provided herein to consummate the sale shall not affect the validity of the transactions (including the assumption and assignment of the Assigned Contracts), unless such authorization and consummation of the sale are duly and properly stayed pending such appeal.

22. Neither the Debtor nor Avis and Hertz, respectively, as the Purchasers, has engaged in any collusion with other bidders or has taken any other action or inaction that would cause or permit the transactions to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code or otherwise.

Assumption and Assignment of Assigned Contracts

23. The Debtor is authorized and directed to assume and assign each of the Assigned Contracts upon the Closing of the transactions (or thereafter, in accordance with the Avis Term Sheet and the Hertz Term Sheet), free and clear of all Liens and Claims. The payment of the applicable Cure Amounts by Avis and Hertz, respectively, as the Purchasers, or the Debtor, as applicable, shall, in accordance with section 365(b) of the Bankruptcy Code, (a) cure all defaults under the Assigned Contracts as contemplated by section 365 of the Bankruptcy Code as of the

Closing Date, (b) compensate for any actual pecuniary loss to such non-Debtor counterparty resulting from such default, and (c) together with the assumption of the Assigned Contracts by the Debtor and the assignment of the Assigned Contracts to Avis and Hertz, respectively, as the Purchasers, constitute adequate assurance of future performance thereof.

24. Any provisions in any Assigned Contract that prohibit or condition the assignment of such Assigned Contract or allow the counterparty to such Assigned Contract to terminate, recapture, impose any penalty or fee, accelerate, increase any rate, condition on renewal or extension, or modify any term or condition, directly or indirectly, upon the assignment of such Assigned Agreement, constitute unenforceable anti-assignment provisions that are void and of no force and effect. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtor and assignment to Avis and Hertz, respectively, as the Purchasers, or an Affiliate of Avis and Hertz, respectively, as the Purchasers, of the Assigned Contracts have been satisfied. Upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, Avis and Hertz, respectively, as the Purchasers, shall be fully and irrevocably vested with all right, title and interest of the Debtor under the Assigned Contracts, and such Assigned Contracts shall remain in full force and effect for the benefit of Avis and Hertz, respectively, as the Purchasers. Each non-Debtor counterparty to the Assigned Contracts shall be forever barred, estopped, and permanently enjoined from (a) asserting against the Debtor or Avis and Hertz, respectively, as the Purchasers, or their respective assets or property any assignment fee, acceleration, default, breach or claim or pecuniary loss, or condition to assignment existing, arising or accruing as of the Closing Date or arising by reason of the Closing, including any breach related to or arising out of change-in-control in such Assigned Contracts, or any purported written or oral

modification to the Assigned Contracts and (b) asserting against Avis and Hertz, respectively, as the Purchasers, (or its assets or property, including the Non-Transferred Locations) any Lien or Claim, counterclaim, breach, condition, setoff, asserted or capable of being asserted against the Debtor existing as of the Closing Date or arising by reason of the Closing except for the Seller Assumed Liabilities (subject only to the limitations set forth in Paragraph 41 herein with respect to Hertz and the Allegheny Authority).

25. Upon the Closing and the payment of the relevant Cure Amounts, Avis and Hertz, respectively, as the Purchasers, shall be deemed to be substituted for the Debtor as a party to the applicable Assigned Contracts and the Debtor shall be released, pursuant to section 365(k) of the Bankruptcy Code, from any liability under the Assigned Contracts. There shall be no assignment fees, increases or any other fees charged to Avis and Hertz, respectively, as the Purchasers, or the Debtor as a result of the assumption and assignment of the Assigned Contracts. The failure of the Debtor or Avis and Hertz, respectively, as the Purchasers, to enforce at any time one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions or of the right of the Debtor or Avis and Hertz, respectively, as the Purchasers, as the case may be, to enforce every term and condition of such Assigned Contract. The validity of the assumption and assignment of any Assigned Contract to Avis and Hertz, respectively, as the Purchasers, shall not be affected by any existing dispute between the Debtor and any counterparty to such Assigned Contract. Any party that may have had the right to consent to the assignment of any Assigned Contract is deemed to have consented for the purposes of section 365(e)(2)(A)(ii) of the Bankruptcy Code.

26. Unless Avis and Hertz, respectively, as the Purchasers, otherwise expressly agree in writing, (a) all defaults or other obligations of the Debtor under the Assigned Contracts

arising or accruing prior to the Closing Date (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be deemed cured upon payment of the Cure Amounts, and Avis and Hertz, respectively, as the Purchasers, shall have no liability or obligation arising or accruing under the Assigned Contracts on or prior to the Closing Date, except as otherwise expressly set forth in the Avis Term Sheet and the Hertz Term Sheet, and (b) each non-Debtor party to an Assigned Contract is forever barred, estopped and permanently enjoined from asserting against Avis and Hertz, respectively, as the Purchasers, or its assets or property (including, without limitation, the Non-Transferred Locations), any default existing as of the Closing Date, any Lien or Claim, counterclaim, breach, condition, setoff (except with respect to setoffs that were effected prior to the Petition Date), or other claim asserted or capable of being asserted against the Debtor. Other than the Assigned Contracts, Avis and Hertz, respectively, as the Purchasers, have assumed none of the Debtor's other contracts or leases and shall have no liability whatsoever thereunder.

27. The assignments of each of the Assigned Contracts by the Debtor to Avis and Hertz respectively are made in good faith under sections 363(b) and (m) of the Bankruptcy Code and are consistent with prior Orders of the Bankruptcy Court and the Hertz Settlement. Further, each of the Assigned Contracts by the Debtor to Avis and Hertz, respectively is properly assumable by the Debtor and assignable to Avis or Hertz, respectively, as the Purchasers.

Other Provisions

28. For avoidance of doubt, the sales process described herein was in conformity with the Hertz Settlement.¹¹

29. Avis and Hertz, respectively, as the Purchasers, shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Avis Term Sheet and the Hertz Term Sheet or any other sale-related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence, provided however that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

30. Nothing in this Order or the Avis Term Sheet and the Hertz Term Sheet releases, nullifies, precludes, or enjoins the enforcement of any (a) obligation to a governmental unit under police and regulatory statutes, (b) regulations that any entity would be subject to as the owner or operator of property after the date of entry of this Order, or (c) obligations to pay ad valorem taxes and to remit customer facility charges (CFCs) to local governmental entities. Nothing in this Order or the Avis Term Sheet and the Hertz Term Sheet divests any tribunal of any jurisdiction it may have under environmental law or other governmental regulatory non-bankruptcy law.

¹¹ The term "*Hertz Settlement*" means, collectively, the following: (i) that certain Settlement Agreement by and among the Debtor, The Hertz Corporation, Purchasers, FSNA and Tom McDonnell dated as of December 17, 2013 (together with the Releases (as defined in such Settlement Agreement) and all related agreements, amendments, documents or instruments and all exhibits, schedules and addenda to the Settlement Agreement or any Release, collectively the "*Hertz Settlement Documents*"), as amended by those certain amendments to the Hertz Settlement Documents as approved in that certain *Agreed Order Granting Motion of Debtor for Entry of an Order to Amend Settlement Agreement with Hertz Corporation and Other Parties and Granting Related Relief* (the "*Hertz Settlement Amendment Order*") [Docket No. 447], and (ii) the related Releases (as defined in the Hertz Settlement Agreement), each, as approved by that certain *Order Granting Expedited Motion of Debtor to Compromise and Settle Claims and Disputes Pursuant to Fed. R. Bankr. P. 9019* [Docket No. 293] (the "*Hertz Settlement Approval Order*").

31. This Order is binding upon and inures to the benefit of any successors and assigns of the Debtor or Avis and Hertz, respectively, as the Purchasers, including any trustee appointed in any subsequent case of the Debtor under chapter 7 of the Bankruptcy Code.

32. This Order and the Avis Term Sheet and the Hertz Term Sheet shall be binding in all respects upon Catalyst, all creditors of (whether known or unknown) the Debtor, all holders of equity interests in the Debtor, any holders of Liens or Claims in, against, or on all or any portion of the Non-Transferred Locations, all non-Debtor counterparties to the Assigned Contracts, all successors and assigns Avis and Hertz, respectively, as the Purchasers, the Debtor and its affiliates and subsidiaries and any subsequent trustees appointed in this chapter 11 case or upon a conversion to chapter 7 under the Bankruptcy Code, and shall not be subject to rejection.

33. Nothing contained in any chapter 11 plan confirmed in the Debtor's chapter 11 case, any order confirming any such chapter 11 plan or any order approving wind-down or dismissal of this chapter 11 cases or any subsequent chapter 7 cases shall conflict with or derogate from the provisions of the Avis Term Sheet and the Hertz Term Sheet or this Order, and to the extent of any conflict or derogation between this Order or the Avis Term Sheet and the Hertz Term Sheet and such future plan or order, the terms of this Order and the Avis Term Sheet and the Hertz Term Sheet shall control.

34. The provisions of this Order and the Avis Term Sheet and the Hertz Term Sheet are non-severable and mutually dependent. To the extent any provisions of this Order conflict with, or are otherwise inconsistent with, the terms and conditions of the Avis Term Sheet and the Hertz Term Sheet or the Sale Motion and Order Shortening Time, this Order shall govern and control.

35. The Avis Term Sheet and the Hertz Term Sheet and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto and Catalyst, in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtor's estate.

36. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the transactions authorized herein, including, without limitation, the Avis Term Sheet and the Hertz Term Sheet and the transactions.

37. The Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Avis Term Sheet and the Hertz Term Sheet, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtor is a party or which has been assigned by the Debtor to Avis and Hertz, respectively, as the Purchasers, or its designees, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the transactions. This Court retains jurisdiction to compel delivery of the Non-Transferred Locations, to protect Avis and Hertz, respectively, as the Purchasers, and its assets, including the Non-Transferred Locations, against any Claims, Liens, and Successor or Transferee Liability and to enter orders, as appropriate, pursuant to sections 105, 363 or 365 (or other applicable provisions) of the Bankruptcy Code necessary to transfer the Non-Transferred Locations and the Assigned Contracts to Avis and Hertz, respectively, as the Purchasers.

38. The requirements set forth in Bankruptcy Rules 6003(b), 6004 and 6006 have been satisfied or otherwise deemed waived.

39. As provided by Bankruptcy Rules 7062 and 9014, the terms and conditions of this Order shall be effective immediately upon entry and shall not be subject to the stay provisions contained in Bankruptcy Rules 6004(h) and 6006(d). Time is of the essence in closing the sale and the Debtor and Avis and Hertz, respectively, as the Purchasers, intend to close the sale as soon as possible.

40. The *Preliminary Objection of The Hertz Corporation to the Debtor's Sale Motion and Bidding Procedures* [Docket No. 474] has been resolved and will be withdrawn.

41. The *Allegheny County Airport Authority's Limited Objection to Debtor's Motion to Approve Sale, Assumption and Assignment of Non-Transferred Locations* [Docket No. 483] is resolved based on assurances by The Hertz Corporation, the Purchaser under the Hertz Term Sheet, that, upon assumption and assignment to Hertz of Contract 0764-C (the "*Pittsburgh Concession Assignment Agreement*") and Contract 0124-C (the "*Pittsburgh Service Facility Assignment Agreement*"), Hertz will place, and otherwise cause to operate, the Thrifty Car Rental ("*Thrifty*") at the Pittsburgh International Airport, and Thrifty and Hertz will comply with all rules and regulations applicable to the airport tenants, and as may be established from time-to-time, as well as all terms and conditions stated in the above-reference agreements.

42. The *Limited Objection of Louisville Regional Airport Authority to Motion of Debtor for Entry of an Order Approving the Sale and Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [Docket No. 479] is resolved as follows: Notwithstanding anything to the contrary in this Order, the assumption by the Debtor and assignment to Avis of the Louisville Concession Agreement shall be subject to notice to the Court by the Louisville Authority of payment of the Cure Amount to the Louisville Authority, and the Louisville Authority's consent to the assumption and assignment of the Louisville

Concession Agreement. The parties reserve all rights with respect to the Louisville Objection in the event the Louisville Authority does not consent to such assumption and assignment. For the avoidance of doubt, the Louisville Authority shall have no obligation to permit Avis, as the Purchaser, to have possession of the Louisville Non-Transferred Location until (i) the Louisville Authority provides notice to the Court of payment of the cure amount to the Louisville Authority and the Louisville Authority's consent to assignment, which notice shall resolve the Louisville Objection or (ii) this Court enters a final, non-appealable order ruling otherwise.

##END OF ORDER##

ORDER SUBMITTED BY:

Stephen W. Rosenblatt (Miss. Bar # 5676)
BUTLER SNOW LLP
1020 Highland Colony Parkway, Suite 1400
Ridgeland, MS 39157
Telephone: (601) 985-4504
Fax: (601) 985-4500
steve.rosenblatt@butlersnow.com

ONE OF THE ATTORNEYS FOR THE DEBTOR

APPROVED AS TO FORM FOR ENTRY:

s/ Craig M. Geno

Craig M. Geno (Miss. Bar # 4793)

Craig M. Geno PLLC

P.O. Box 3380

Ridgeland, MS 39158-3380

(601) 427-0050

cmgeno@cmgenolaw.com

ATTORNEY FOR FRANCHISE SERVICES OF NORTH AMERICA, INC.

s/ James W. O'Mara

James W. O'Mara (Miss. Bar # 3929)

Phelps Dunbar LLP

4270 I-55 North

Jackson, MS 39211-6391

(601) 360-9720

omara@phelps.com

ATTORNEY FOR THE HERTZ CORPORATION

s/ Nicole L. Greenblatt

Nicole L. Greenblatt

Kirkland & Ellis LLP

601 Lexington Avenue

New York, New York 10022-4611

(212) 446-4664

nicole.greenblatt@kirkland.com

ATTORNEY FOR AVIS BUDGET GROUP, INC.

s/ James Ktsanes

James Ktsanes

Latham & Watkins LLP

233 South Wacker Drive

Suite 5800

Chicago, Illinois 60606

(312) 777-7112

James.Ktsanes@lw.com

ATTORNEY FOR THE CATALYST CAPITAL GROUP, INC.

s/ Harold H. Mitchell, Jr.

Harold H. Mitchell, Jr. (Miss. Bar # 3368)

Campbell DeLong, LLP

923 Washington Avenue

P.O. Box 1856

Greenville, MS 38702-1856

Telephone: (662) 335-6011

hmitchell@campbelldelongllp.com

ATTORNEY FOR LOUISVILLE REGIONAL AIRPORT AUTHORITY

s/ C. Phillip Buffington, Jr.

C. Phillip Buffington, Jr. (Miss. Bar # 7035)

Adams and Reese LLP

300 Renaissance

1018 Highland Colony Parkway, Suite 800

Ridgeland, MS 39157

601.353.3234

phil.buffington@arlaw.com

ATTORNEY FOR THE ALLEGHENY COUNTY AIRPORT AUTHORITY

20486118 v6

EXHIBIT C

TERM SHEET

See attached.

Execution Copy

Term Sheet For Acquisition of Certain Locations of Debtor

March 27, 2014

1.	Acquisition Transaction Summary	Pursuant to Sections 363(b) and 365 of the Bankruptcy Code, (a) Simply Wheelz LLC ("Debtor") will sell, assign, convey, transfer and deliver to The Hertz Corporation ("Buyer") the leases and/or contracts (the "Purchased Contracts") and other assets (collectively, the "Purchased Assets") of Debtor solely relating to the location(s) set forth on Exhibit "A" hereto (the "Purchased Locations"), free and clear of all liens, claims, encumbrances and successor liabilities, and (b) Buyer will pay the Purchase Price (as defined below) (the "Buyer Transaction").
2.	Purchase Price	<p>The purchase price (the "Purchase Price") for the Purchased Assets will be the sum of (a) \$208,000 (the "Aggregate Cash Purchase Price"), plus (b) the Purchased Contract Assumed Liabilities (as defined below), plus (c) the aggregate amount of the Carrying Costs (as defined in paragraph 4 herein), plus (d) \$3,500,000, which is the value of the Fleet Lease Value (as defined in paragraph 8 herein).</p> <p>The term "Purchased Contract Assumed Liabilities" means, with respect to each Purchased Location, all liabilities arising under the Purchased Contracts related to such Purchased Location from and after the Closing (as defined below) of such Purchased Location. For the avoidance of doubt, the term "Purchased Contract Assumed Liabilities" as used herein shall not include the Carrying Costs (as defined in paragraph 4 herein).</p> <p>To the extent there are any liabilities arising during or related to the period before February 1, 2014 with respect to any Purchased Location, then Debtor will pay such liabilities up to \$318,000 for such Purchased Location (the "Debtor Cure Costs"), and if such pre-February 1, 2014 liabilities exceed such threshold, then at Buyer's option, Buyer will pay such excess liabilities or decline to do so prior to the Closing of such Purchased Location. In the event Buyer declines to pay such excess, such Purchased Location shall become an Excluded Location.</p> <p>For avoidance of doubt, Buyer shall (a) substitute or replace any bond, letter of credit, or similar credit support provided by Debtor, The Catalyst Capital Group, Inc. (on behalf of funds managed by it and its affiliates, in its capacity as purchaser of the Debtor's assets pursuant to the Sale Order entered on January 2, 2014 [Dkt. # 326], and/or as debtor-in-possession lender, "Catalyst") or any bond surety, letter of credit issuer or other provider of such credit support (any bond surety, letter of credit issuer or other provider of credit support, a "Third Party Credit Support Provider") for all Purchased Locations that are actually acquired by Buyer, and (b) subject to Debtor's obligation to pay to the applicable third parties all of Buyer's Carrying Costs payments pursuant to paragraph 4 hereof, indemnify Debtor, Catalyst and each Third Party Credit Support Provider for any drawings or payments thereunder to the extent (and only to the extent) such drawings or payments relate to any Purchased Contract Assumed Liabilities or Carrying Costs.</p>

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3.	Exclusion of Purchased Assets	<p>Buyer may deliver written notice (each, an "Exclusion Notice") to Debtor and Catalyst at any time in its sole discretion with respect to any Purchased Location of its election to exclude such Purchased Location (each, an "Excluded Location") from the Buyer Transaction. Catalyst may deliver an Exclusion Notice to Buyer and Debtor of its election to exclude a Purchased Location from the Buyer Transaction if (and only if) a Specified Event (as defined below) with respect to such Purchased Location has occurred. In the event Buyer or Catalyst has delivered an Exclusion Notice to the other Party (and Debtor), (A) any and all Purchased Contracts solely related to such Excluded Location and/or any other assets of Debtor previously included in the Purchased Assets solely related to such Excluded Location (such excluded Purchased Contracts and other assets, the "Excluded Assets") shall be excluded from the definition of Purchased Assets; (B) Buyer shall have no obligation or liability of any kind with respect to any Purchased Contract Assumed Liabilities related to such Excluded Assets; (C) Buyer shall remain obligated to pay (if it has not already paid) to Debtor the Aggregate Cash Purchase Price; and (D) with respect to each Excluded Location that is subject to such Exclusion Notice, (i) Buyer shall remain obligated to pay (if it has not already paid) to Debtor the Carrying Costs in respect of such Excluded Location and related Excluded Assets through the full month during which such Exclusion Notice is delivered in respect of such Excluded Location; (ii) all executory contracts specific to such Excluded Location shall be deemed to have been rejected by Debtor, which rejection shall not require any further order of the Bankruptcy Court and (iii) Debtor shall promptly make applicable filings with the Bankruptcy Court to notify the applicable third parties of the rejection of such contracts.</p> <p>Any duly delivered Exclusion Notice shall be effective one (1) business day after it is delivered to the other applicable Parties. The date an Exclusion Notice is deemed to be effective pursuant to the immediately preceding sentence is referred to herein as the "Exclusion Date."</p> <p>The term "Specified Event" means the occurrence of any of the following with respect to any Purchased Location: (i) September 15, 2014 (180 days after the date of the hearing before the Bankruptcy Court to approve the Buyer Transaction), if the Closing of such Purchased Location has not occurred by that date (other than as a result of a material breach by Debtor or Catalyst of its obligations hereunder), (ii) Buyer's refusal or failure to provide written notice to Debtor irrevocably electing to pay Debtor Cure Costs in excess of the cap set forth in Section 2 hereof with respect to such Purchased Location within three (3) business days after Debtor provides written notice to Buyer of the aggregate amount of such Debtor Cure Costs, and (iii) consummation of the Closing of such Purchased Location is restrained, enjoined or otherwise prohibited by any court or any governmental authority (other than the FTC or the Bankruptcy Court).</p>
4.	Closings; Payment of Purchase Price	<p>The assumption by the Debtor and assignment to Buyer of a particular Purchased Location shall not be effective until the Closing (as defined below) of that particular Purchased Location.</p>

Subject to the satisfaction of the conditions set forth in Section 5 below with respect to each Purchased Location, the closing of the transactions contemplated hereby with respect to such Purchased Location (each, a "Closing") shall take place on or before the fifth (5th) business day after the satisfaction or waiver of all conditions precedent with respect to such Purchased Location or such other date as may be mutually acceptable to Debtor, Catalyst and Buyer (each date on which a Closing occurs, a "Closing Date"). At each Closing, Debtor shall pay to all counterparties to Purchased Contracts being assigned at such Closing all Debtor Cure Costs, if any, owing to such counterparties, subject to the cap set forth in Section 2 hereof.

The entire Aggregate Cash Purchase Price shall be payable upon the Closing of the first Closing of any of the Purchased Locations, which payment shall be made from the escrow deposit of \$350,000 previously made by Buyer pursuant to the terms of that certain Escrow Agreement, dated March 15, 2014, among Buyer, Debtor and Butler Snow, LLP as escrow agent. Debtor and Buyer shall cause the escrow agent to disburse to Buyer the remainder of such escrow deposit in connection with such Closing of the first of any of the Purchased Locations.

Buyer shall be obligated (i) on the first business day after the Buyer Sale Order (as defined below) has become final and non-appealable, to pay all Carrying Costs for all Purchased Locations (including any Purchased Location that subsequently becomes an Excluded Location) with respect to the months of February and March 2014, (x) to Debtor, in the event the sale transaction between Debtor and Catalyst (the "Catalyst Sale") has not been consummated as of such date and (y) to Catalyst, in the event the Catalyst Sale has been consummated as of such date, and (ii) on the first business day of each subsequent month until and including the month in which the Closing occurs or the Exclusion Date occurs with respect to the applicable Purchased Location (including any Purchased Location that subsequently becomes an Excluded Location), to pay to Debtor all Carrying Costs for such month with respect to such Purchased Location (including any Purchased Location that subsequently becomes an Excluded Location). Reasonably in advance of any payment of Carrying Costs to be made by Buyer to Debtor hereunder, Debtor shall provide to Buyer (A) an invoice for all Carrying Costs then due and payable, which invoice shall provide reasonable description of such Carrying Costs (including, without limitation, the type and amount of the various Carrying Costs and the applicable period to which such Carrying Costs relate) and (B) upon written request by Buyer, reasonable supporting documentation (including, without limitation, invoices from the applicable third parties to whom such Carrying Costs are owed) for such Carrying Costs. Buyer's obligation to pay the Carrying Costs on a monthly basis with respect to any Purchased Location shall not be subject to the occurrence of a Closing with respect to such Purchased Location, and in the case of an Excluded Location, shall remain in effect through and including the full month in which Buyer delivers any Exclusion Notice with respect to such Excluded Location. Debtor will be obligated to use the monthly Buyer's Carrying Cost payments to pay the applicable third parties for the Carrying Costs owing to them (and Catalyst hereby fully and unconditionally guarantees, in favor of Buyer, such obligation of Debtor), or

		<p>if it has already paid such Carrying Costs, Debtor shall remit the Buyer's Carrying Cost payments to Catalyst for application to the loan obligations owing under the Debtor's debtor-in-possession financing facility. At each Closing, subject in all respects to Buyer's right to designate any location as an Excluded Location prior to the Closing for such location in accordance with the terms hereof, Buyer shall pay the applicable third party all accrued and unpaid Carrying Costs to the extent not previously paid by Buyer to Debtor or Catalyst and all cure costs in excess of Debtor Cure Costs that relate to or arise under the Purchased Contracts acquired by Buyer on such Closing Date.</p> <p>The term "Carrying Costs" shall mean, for any particular Purchased Location, all liabilities of Debtor arising under the Purchased Contracts relating to such Purchased Location to the extent related to the period commencing on February 1, 2014 and ending on the earlier of (i) the date Buyer acquires such Purchased Contracts or (ii) the end of the month during which the Exclusion Date occurs (the "Carrying Cost Period"), provided, however, that "Carrying Costs" shall not include any liabilities that relate to or arise from any failure to perform or improper performance of any of Debtor's obligations under such Purchased Contracts or any breach, default or violation by Debtor under such Purchased Contracts, except for regularly occurring monetary obligations of Debtor arising under such Purchased Contracts in the ordinary course of business consistent with past practices to the extent related to the Carrying Cost Period.</p>
5.	Conditions to Closing	<p>The effectiveness of the Buyer Transaction shall be conditioned on the entry of a Bankruptcy Court order, which order shall have become final and non-appealable (the "Buyer Sale Order") approving the sale of the Purchased Assets to Buyer free and clear of liens and encumbrances pursuant to section 363 of the Bankruptcy Code, which order shall be in form and substance reasonably acceptable to Buyer, Debtor, and Catalyst.</p> <p>For the avoidance of doubt, as provided in paragraph 4 above, no Purchased Location shall be deemed to be assumed and assigned until the Closing of that particular Purchased Location.</p> <p>In connection with the Closing of the first of any of the Purchased Locations, Debtor shall execute and deliver to Buyer (i) an assignment and assumption agreement reasonably satisfactory to the Parties assigning to Buyer, effective automatically upon the applicable Closing, the Purchased Contracts relating to each Purchased Location and (ii) a bill of sale reasonably satisfactory to the Parties assigning to Buyer, effective automatically upon the applicable Closing, all Purchased Assets (other than the Purchased Contracts) relating to each Purchased Location. For the avoidance of doubt, the intent of the Parties with respect to the foregoing provision is to have Debtor execute and deliver at the Closing of the first of any of the Purchased Locations an assignment and assumption agreement and bill of sale that Buyer can then use to automatically effectuate each subsequent Closing once the applicable Closing conditions have been satisfied or waived by Buyer.</p>

		<p>The obligation of Buyer to consummate a Closing for any particular Purchased Location shall be further conditioned upon the satisfaction (or waiver by Buyer) of the following: (i) receipt of express FTC approval of Buyer's acquisition of such Purchased Location, (ii) for each Purchased Contract associated with such Purchased Location, receipt of all third party consents and approvals required pursuant to the terms of such Purchased Contract in connection with the assignment of such Purchased Contract to Buyer at the Closing, (iii) Debtor's and Catalyst's performance of and/or compliance with (as applicable) all of their respective agreements, covenants and obligations hereunder in all material respects, and (iv) no order having been enacted, issued, promulgated, enforced or entered by any governmental entity which has the effect of prohibiting or limiting in any way Buyer's acquisition, ownership or operation of the Purchased Assets.</p> <p>The obligation of Debtor to consummate the Closing of the first of any of the Purchased Locations shall be conditioned upon the payment of the Aggregate Purchase Price by Buyer to Debtor.</p>
6.	Termination	<p>This Agreement and the Buyer Transaction may be terminated (i) by the mutual written consent of Debtor, Catalyst and Buyer, or (ii) by Buyer or Debtor, if all Purchased Locations for which no Closing has occurred have been designated as Excluded Locations in accordance with Section 3 hereof and the Parties have complied with their respective obligations with respect to such locations as set forth in Section 3 hereof.</p>
7.	Further Assurances	<p>Subject to the terms and conditions contained herein and applicable law, the Parties shall use their respective commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the Buyer Transaction as soon as practicable, and shall coordinate and cooperate with each other in respect of the foregoing. Without limiting the foregoing, until such time as the Buyer Transaction is either consummated or terminated in accordance with the terms hereof, (a) the Parties shall use their respective commercially reasonable efforts to obtain or provide, as applicable, (i) the entry of the Buyer Sale Order and (ii) the consent of the FTC for the Buyer Transaction within 45 days of the date the Buyer Sale Order has been entered by the Bankruptcy Court, and (iii) any other consents, approvals, waivers, permits, authorizations or other permissions from, and all necessary notices to, and all filings with, any governmental body or other third party as may be necessary to consummate the Buyer Transaction and (b) Debtor shall use its commercially reasonable efforts to defend any action brought by any airport authority seeking to terminate any Purchased Contract, and Debtor shall provide Buyer with copies of any notices received by Seller from any airport authority regarding any such termination action. For avoidance of doubt, if Buyer is unable to obtain any such required consents with respect to any Purchased Location, then it shall be entitled to deliver an Exclusion Notice with respect to such Purchased Location pursuant to the provisions of Section 3 hereof (and the parties will have the applicable rights and obligations with respect to such Excluded Location as set forth in Section 3 hereof).</p>

8.	Fleet Lease	<p>Subject to a mutually acceptable return schedule, Buyer shall extend Debtor's right (prior to the closing of the Catalyst Sale) and Catalyst's right (after the closing of the Catalyst Sale) to use the March Vehicles (as defined in the Settlement Agreement (as defined below)) for each of the months of April, May and June, 2014 in accordance with the terms and conditions set forth in the Settlement Agreement, dated December 16, 2013, as amended (the "<u>Settlement Agreement</u>"), among Debtor, Buyer, Catalyst and the other parties thereto.</p> <p>Debtor and Catalyst acknowledge and agree that (i) the value to Debtor and Catalyst of their continued right to use the March Vehicles pursuant to the provisions above as compared to the costs of obtaining substitute fleet arrangements from other sources on market terms is \$3,500,000 (the "<u>Fleet Lease Value</u>") and (ii) the Fleet Lease Value will be applied against the purchase price for the Purchased Locations set forth on <u>Exhibit A</u> hereto.</p> <p>Buyer, Debtor, Catalyst and the other parties to the Settlement Agreement shall also amend the Settlement Agreement to (i) allow Catalyst to exercise the Purchase Option during the months of April, May and June, 2014 on the same terms and conditions set forth in the Settlement Agreement that apply to the exercise of the Purchase Option during the month of March, 2014 and (ii) extend the date by which the Catalyst Sale must occur from March 31, 2014 to April 30, 2014.</p>
----	--------------------	--

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

THE HERTZ CORPORATION

By: 

Name: Rick Frecker

Title: Deputy General Counsel

SIMPLY WHEELZ, LLC

By: _____

Name: William N. Plamondon III

Title: President

THE CATALYST CAPITAL GROUP, INC.

By: _____

Name: Gabriel de Alba

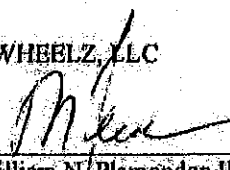
Title: Managing Director

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

THE HERTZ CORPORATION

By: _____
Name: Rick Frecker
Title: Deputy General Counsel

SIMPLY WHEELZ, LLC

By:  _____
Name: William N. Plamondon III
Title: President

THE CATALYST CAPITAL GROUP, INC.

By: _____
Name: Gabriel de Alba
Title: Managing Director

[Signature Page to Term Sheet]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

THE HERTZ CORPORATION

By: _____
Name: Rick Frecker
Title: Deputy General Counsel

SIMPLY WHEELZ, LLC

By: _____
Name: William N. Plamondon III
Title: President

THE CATALYST CAPITAL GROUP, INC.
(on behalf of funds managed by it)

By:  _____
Name: Gabriel de Alba
Title: Managing Director

EXHIBIT A

PURCHASED LOCATIONS

<u>Locations</u>	<u>Airport Code</u>	<u>Purchase Price¹</u>
1. Providence	PVD	\$300,000
2. Seattle	SEA	\$318,000
3. Jacksonville	JAX	\$600,000
4. Ft. Walton Beach	VPS	\$318,000
5. Burlington	BTV	\$500,000
6. Cleveland	CLE	\$318,000
7. Hilo	ITO	\$400,000
8. Manchester	MHT	\$318,000
9. Norfolk	ORF	\$318,000
10. Pittsburgh	PIT	\$318,000
TOTAL:		\$3,708,000

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¹ Debtor and Catalyst acknowledge and agree that the aggregate purchase price of \$3,708,000 for the Purchased Locations listed above will be satisfied by Buyer through (i) the payment of \$208,000 of cash to Debtor and (ii) the right of Debtor and Catalyst to continue to the use of the March Vehicles in accordance with the terms and conditions set forth in this Term Sheet for the months of April, May and June 2014, which has a value of \$3,500,000 to Debtor and Catalyst as compared to the costs of obtaining substitute fleet arrangements from other sources on market terms.

Purchased Contracts List by Airport

Providence (PVD)

1. Amended and Restated Rental Car Company Concession Agreement, dated as of October 19, 2010, by and between the Rhode Island Airport Corporation and Simply Wheelz LLC.

Seattle (SEA)

1. Rental Car Lease and Concession Agreement, dated as of October 4, 2004, by and between Port of Seattle and Simply Wheelz LLC, as amended by the First Amendment, dated October 22, 2009.
2. Consolidated Rental Car Facility Lease Agreement, dated as of June 18, 2008, by and between Port of Seattle and Rainer Leasing Corporation.
3. Ground Transportation Operating Agreement, dated as of May 19, 2009 by and between Port of Seattle and Simply Wheelz LLC.

Jacksonville (JAX)

1. Airport Rental Car Lease and Concession Agreement, dated as of March 25, 2013, by and between Jacksonville Aviation Authority and Simply Wheelz LLC.

Ft. Walton Beach (VPS)

1. Non-Exclusive Rental Car Concession Agreement and Lease, dated as of September 1, 2011, by and between Okaloosa County, Florida and Simply Wheelz LLC.
2. Rental Car Service Facilities Lease, dated as of September 1, 2011, by and between Okaloosa County, Florida and Simply Wheelz LLC.
3. Amendment No. 1, dated as of September 1, 2011, to Non-Exclusive Rental Car Concession Agreement and Lease and Rental Car Service Facilities Lease.

Burlington (BTU)

1. Concession Agreement for Car Rental Concession, dated as of July 1, 2012, by and between Burlington International Airport by and between the City of Burlington and Simply Wheelz LLC (as assignee of DTG Operations, Inc.).
2. Standard Temporary Ground Lease, dated as of July 1, 2012, by and between Burlington International Airport by and between the City of Burlington and Simply Wheelz LLC (as assignee of DTG Operations, Inc.).

Cleveland (CLE)

1. Lease By Way of Concession, Contract No. 69921, dated as of February 1, 2010, between the City of Cleveland and Simply Wheelz LLC (as assignee of DTG Operations, Inc.).
2. Lease By Way of Concession, Contract No. 52457, dated as of February 19, 1998, between the City of Cleveland and Simply Wheelz LLC (as assignee of DTG Operations, Inc.).
3. Lease By Way of Concession, Contract No. 52473, dated as of February 19, 1998, between the City of Cleveland and Simply Wheelz LLC (as assignee of DTG Operations, Inc.).

Hilo (ITO)

1. Concession Agreement for the Rent-A-Car Concession at Hilo International Airport, dated as of July 1, 2009, by and between the State of Hawaii and Simply Wheelz LLC (as assignee of DTG Operations, Inc.).
2. Premises Lease for the Rent-A-Car Concession at Hilo International Airport, dated as of July 1, 2009, by and between the State of Hawaii and Simply Wheelz LLC (as assignee of DTG Operations, Inc.).

Manchester (MHT)

1. Automobile Rental Concession Agreement, dated as of November 19, 2004, by and between the City of Manchester Department of Aviation and Simply Wheelz LLC (as assignee of DTG Operations, Inc.), as amended by that First Amendment, dated as of May 1, 2005.

Norfolk (ORF)

1. Rental Car Service Concession Agreement, dated as of August 1, 2012, between the Norfolk International Airport Authority and Simply Wheelz LLC (as assignee of DTG Operations, Inc.)
2. General Commercial Lease dated on or about February 24, 2000, by and between Military Norvella Associates, LLP (as successor-in-interest to Little Creek Square), and Simply Wheelz LLC (as assignee of Thrifty Rent A Car System, Inc.), as subsequently extended by letters dated August 28, 2004 and August 4, 2009, and amended by First Amendment to General Commercial Lease, dated February 2013.

Pittsburgh (PIT)

1. On-Airport Rental Car Concession Agreement, dated as of July 18, 2003, by and between the Allegheny County Airport Authority and Simply Wheelz LLC (as assignee of DTG Operations, Inc., successor to General American Rentals, Inc.), as amended by Amendment dated December 19, 2012.
2. Rental Car Service Facility, Quick Turn Around Facility, and Ready/Return Garage Lease Agreement at Pittsburgh International Airport, dated as of July 14, 2000, by and between the Allegheny County Airport Authority and Simply Wheelz LLC (as assignee of DTG Operations, Inc., successor to General American Rentals, Inc.).

225 Brae Blvd
Park Ridge, NJ 07656



LEASE # L11-0385-AP
SIMPLY WHEELZ, LLC
dba ADVANTAGE RENT A CAR
AIRPORT RENTAL CAR CONCESSION
EXPIRES: 09/30/2012

August 28, 2012

Mr. Greg Donovan, A.A.E
Airports Director
Northwest Florida Regional Airport
State Road 85 North
Eglin AFB, FL 32542

LEASE # L11-0384-AP
SIMPLY WHEELZ, LLC
dba ADVANTAGE RENT A CAR
SERVICE FACILITY SPACE LEASE
EXPIRES: 06/30/2032

Re: Rental Car Service Facilities Lease between Okaloosa County, FL (the "County") and Simply Wheelz LLC ("Simply Wheelz"), dated September 1, 2011 (the "Lease"), relating to premises located at Northwest Florida Regional Airport (the "Airport")

Non-Exclusive Rental Car Concession Agreement between the County and Simply Wheelz, dated September 1, 2011 (the "Concession" and together with the Lease, the "Agreements")

Dear Mr. Donovan:

As you know, Simply Wheelz currently operates the Advantage® rental car brand at the Airport pursuant to the above-captioned Agreements. Under the Agreements, the County may be entitled to notice of a change in control of Simply Wheelz. Accordingly, we are writing this letter to provide background information with respect to a potential change in control of Simply Wheelz and to confirm that the County has no objection thereto.

Our parent corporation, Hertz Global Holdings, Inc. ("Hertz"), recently entered into a definitive merger agreement with Dollar Thrifty Automotive Group, Inc. ("Dollar Thrifty") and Hertz continues to pursue antitrust clearance of that transaction. After extensive confidential discussions with the staff of the United States Federal Trade Commission (the "FTC"), Hertz has concluded that, in order to complete the Dollar Thrifty acquisition, it will need to divest Simply Wheelz, as the operator of the Advantage brand, and ensure that Simply Wheelz will be able to operate the Advantage brand at the locations at which it is currently operated, including the Airport, as well as certain additional locations.

Accordingly, Hertz has entered into a purchase agreement with Adreca Holdings Corp. ("Buyer") under which Buyer will acquire Simply Wheelz and certain other assets (the "Required Divestiture"), concurrent with and conditioned upon Hertz's acquisition of Dollar Thrifty. Buyer is currently a subsidiary within the Macquarie Group and is operated by Franchise Services of North America, Inc. ("FSNA"), but it is expected that, once certain regulatory approvals are received, Macquarie will exchange its interest in Buyer for a 49% voting and economic interest in FSNA, with Buyer becoming a wholly owned subsidiary of FSNA, a public company. A copy of FSNA's press release with respect to the transaction is enclosed. The Required Divestiture has been mandated by the FTC as a condition to antitrust clearance of an acquisition of Dollar Thrifty by Hertz. Because the Required Divestiture would result in a change in control of Simply

08-31-12 A09:30 RCVD

Wheelz, we are providing this notice and seeking confirmation of the County's approval thereto in accordance with the Agreements.

We believe that approval of the Required Divestiture is in the County's and the traveling public's interest for multiple reasons, including:

- The Required Divestiture will not change Simply Wheelz's obligations to the County under the Agreement. Simply Wheelz will continue to remain liable for all of its obligations to the County under the Agreements, including all payment obligations;
- The Required Divestiture will permit the traveling public to have uninterrupted access at the Airport to the Advantage brand;
- The Required Divestiture will not change the number of brands servicing the Airport; and
- Approval of the Required Divestiture would be consistent with the requirements imposed by the FTC on Hertz as a condition to the Dollar Thrifty acquisition.

Some further background on Buyer and FSNA may aid your consideration of this request:

- Buyer has a \$15 million equity investment commitment from a member of the Macquarie Group, a global provider of banking, financial, advisory, investment and funds management services, with \$339 billion of assets under management as of March 31, 2012. That commitment will be funded on or before the proposed change of control of Simply Wheelz;
- FSNA, which will initially operate and ultimately own Buyer, is exchange-listed, is one of the largest franchisors of car rentals in North America and operates two car rental associations. FSNA also owns and operates two insurance agencies, providing vehicle liability and other products to its own network of operators and third-party customers, as well. As more fully described in FSNA's enclosed press release, FSNA's franchising subsidiary has franchise locations throughout the United States, serving 28 airports in 11 states, with affiliated operations in Canada, Mexico, Greece, the Middle East, Latin America and the Caribbean; and
- Sandy Miller, FSNA's Co-CEO and Co-Chairman, has spent his entire career in the car and truck rental industry, having previously served as the Chairman and CEO of Budget Group, Inc.

We believe the change in control that would be effected by the Required Divestiture would also be consistent with prior practice, including the acquisition of National Alamo by Enterprise, the acquisition of Budget by Avis and Hertz's own acquisition by a consortium of financial sponsors from Ford in December 2005.

On the basis of the foregoing, we respectfully request that the County acknowledge its approval of the above-described change of control of Simply Wheelz, effective upon the closing of the

Required Divestiture, by countersigning below and returning to the undersigned a copy of this letter.

We appreciate greatly your attention and that of the County to this matter.

Yours respectfully,

Simon Ellis
Staff Vice President
Real Estate & Concessions

Acknowledged and approved as of
the date first above written:

By: Don R. Amundt
Title: Chairman 9/18/12



cc: Mr. Jack Allen
County Contracts Coordinator
Okaloosa County, Florida
602-C North Pearl St.
Crestview, FL 32536

Enclosure: FSNA Press Release

LEASE # L11-0384-AP
SIMPLY WHEELZ, LLC
dba ADVANTAGE RENT A CAR
SERVICE FACILITY SPACE LEASE
EXPIRES: 06/30/2032

NORTHWEST FLORIDA REGIONAL AIRPORT

RENTAL CAR SERVICE FACILITIES LEASE

BETWEEN

OKALOOSA COUNTY, FLORIDA

AND

SIMPLY WHEELZ, LLC DBA ADVANTAGE RENT A CAR

SEPTEMBER 2011

RENTAL CAR SERVICE FACILITIES LEASE

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RENTAL CAR SERVICE FACILITIES LEASE

This Rental Car Service Facilities Lease ("Agreement") is entered into as of the 1st day of September 2011 by and between OKALOOSA COUNTY, Florida, ("County"), a municipal corporation organized and created under the laws of the State of Florida and SIMPLY WHEELZ, LLC DBA ADVANTAGE RENT A CAR ("Operator"), a limited liability company organized, existing and doing business under and by virtue of the laws of the State of Delaware.

WITNESSETH:

WHEREAS, County operates and maintains the Northwest Florida Regional Airport ("Airport") on Eglin Air Force Base in Okaloosa County, Florida, under the terms of a lease ("USAF Lease") and a joint-use agreement ("Joint Use Agreement") between the United States of America and the County ("USAF Agreements"); and

WHEREAS, Operator is engaged in the business of providing automobile rental services to passengers and other customers at the Airport under and pursuant to the terms of a Rental Car Concession Agreement and Lease ("Concession Agreement") heretofore entered into by and between Operator and County for a term expiring September 30, 2012; and

WHEREAS, having rental car service facilities available to rental car operators operating at the Airport is necessary and desirable to enable said operators to fuel, service, maintain and park automobiles used in their concession activities at the Airport; and

WHEREAS, County has acquired a leasehold interest from the USAF in the 22.6-acre site ("Site") depicted on the Exhibit A attached to this Agreement, said premises being part of the premises demised to County under the USAF Lease; and

WHEREAS, County is in the process of designing, financing and constructing rental car service facilities ("Service Facilities Project" or "Project"), as hereinafter defined, on certain portions of the Site and on certain other premises adjacent thereto, the combined premises being the Project Site ("Project Site"), shown on Exhibit B; and

WHEREAS, County desires to sublease ("hereinafter for the purposes of this Agreement ("lease")) to Operator and Operator desires to lease from County certain facilities and space ("Service Facilities") to be constructed within the Project Site and to obtain certain licenses, rights and privileges with respect thereto to allow it to fuel, service, maintain, and temporarily store automobiles to be rented to Airport passengers and customers; and

WHEREAS, in consideration of leasing of said facilities and space and obtaining certain ancillary licenses, rights and privileges from County, Operator is willing to make certain covenants and assume and undertake certain terms, conditions and obligations under this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms, privileges and obligations set forth herein, County and Operator hereby covenant and agree, for themselves, their successors and assigns, as follows:

ARTICLE 1

DEFINITIONS

Except as otherwise clearly indicated by the context, the words and phrases defined in this section will have the following meanings when used elsewhere in this Agreement.

- 1.1 "Agreement Security" means the irrevocable letter of credit provided by Operator pursuant to and in accordance with the terms of Section 7.06 of Article 7 of this Agreement.
- 1.2 "Agreement Year" means each period of twelve (12) consecutive calendar months under this Agreement after the Initial Period beginning on October 1st of a calendar year and ending at midnight on September 30th of the following calendar year.
- 1.3 "Airport" means the Okaloosa Regional Airport as it presently exists and as it is hereinafter modified or expanded.
- 1.4 "Airports Director" means the Airports Director as appointed by County, any successor or successors to the duties of such official, or any other person specifically designated to act on behalf of said Airports Director.
- 1.5 "Amortization" means the recovery, in substantially equal annual installments, of that portion of the Capital Cost, plus imputed interest, including imputed interest during the construction period, of a Capital Project paid for from the Airport System General Purpose Fund or other Airport System funds other than Bonds, Grants-in-Aid, PFCs or CFCs. The recovery shall be made over the estimated useful life of the Capital Project, as reasonably determined by the County, and imputed interest shall be computed at the yield rate reported in the Bond Buyer's 25 Bond Revenue Index for the last week of the Fiscal Year during which said Capital Project was placed in service. Imputed interest for the construction period shall be capitalized. Capital Projects for land and land improvements shall carry an imputed useful life of 30 years.
- 1.6 "Amortization Component" means for the Initial Period and for each Agreement Year the applicable Amortization amount for that period.
- 1.7 "Bond" or "Bonds" means any bonds, notes or other obligations of the County issued pursuant to a Trust Indenture, ordinance or resolution of the County for the Airport System, the proceeds of which are used to construct and/or finance the Service Facilities Project or any appurtenances and/or support facilities thereto, or any subsequent improvement, modification or addition to the aforementioned project, appurtenances or facilities.
- 1.8 "Capital Cost" means the cost, exclusive of capitalized interest, of any capital improvement, equipment or other asset purchased, constructed, or installed for, on or in support of the Site or the Service Facilities Project constructed on the Site or any appurtenances and/or support facilities thereto, or any subsequent improvements, modifications or additions to any of the aforementioned improvements, appurtenances or

facilities, as reflected in the Airport System's property, plant and equipment accounting records.

- 1.9 "Capital Project" means each individual capital improvement or asset constructed or purchased or installed for, on or in support of the Site or the Service Facilities Project constructed on the Site or any appurtenances and/or support facilities thereto, or any subsequent improvements, modifications or additions to any of the aforementioned improvements, appurtenances or facilities, as reflected in the Airport System's property, plant and equipment accounting records.
- 1.10 "Common Use Leased Premises" means those Leased Premises which Operator leases and/or uses on a common use basis with other rental car operators, as depicted on Exhibit C.
- 1.11 "Certified Statement" means the Operator's certified statement of its leasehold improvement cost required by Section 9.02.
- 1.12 "Commencement Date" means the day and month designated by County as the commencement date of the term of this Agreement in its Notice to Operator.
- 1.13 "Consolidated Service Facilities" or "CSF" means those facilities and areas depicted as such on Exhibit C of this Agreement and any other facilities and/or areas subsequently provided by County as an addition thereto or in substitution therefor provided for the fueling, washing, servicing, maintenance and temporary storage of Operator's automobiles made available for rental under its Concession Agreement, including but not limited to all of the following: (1) the Fueling Facility, (2) the Wash Facility, (3) the Service/Maintenance Facility, (4) the Service Parking Area, and (5) the Fuel Storage Facility.
- 1.14 "Coverage" means for the Initial Period and for each Agreement Year fifty percent (50%) of the Debt Service Component and such additional amounts as may be required at any time to satisfy a rate covenant under any Trust Indenture, ordinance or resolution for the Airport System under which Bonds have been issued.
- 1.15 "Coverage Component" means for the Initial Period and for each Agreement Year the Coverage applicable for the period.
- 1.16 "CPI Adjustment" means the change, if any, reported over the most recently reported twelve-month period in the Consumer Price Index. All Urban Consumers (CPI) published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100) or its designated replacement Index.
- 1.17 "Customer Facility Charge" or "CFC" means the charge imposed by County for each rental transaction day on Operator's and each of the other rental car operators' rental car customers' rental agreements as referred to in Section 7.05 of Article 7 of the Concession Agreement, including any and all increases to said CFC charge authorized under County Ordinance No. 04-4, adopted October 19, 2004, and County Ordinance No. 07-21, adopted

May 1, 2007, and as the same may be amended, supplemented or re-enacted from time to time.

- 1.18 "DBO" or "Date of Beneficial Occupancy" means the date upon which County notifies Operator and the other rental car operators, in writing, that the CSF are substantially complete and available for use and occupancy by Operator and the other rental car operators as determined by the County's architect for the Project.
- 1.19 "Debt Service" means, for any period of time or on any date, the principal of (including the compounded accreted amount of any capital appreciation bonds then payable), whether at stated maturity, by mandatory sinking fund redemption or otherwise, and interest and any premium due on Bonds during that period or payable on that date, as the case may be, and any letter of credit bank reimbursement obligations or municipal bond insurance obligations, sinking fund payments, call premiums, payments required by forward purchase agreements, remarketing fees, rebate payments, swap payments, trustees fees, paying agent fees and any other charges and fees payable in connection with Bonds.
- 1.20 "Debt Service Component" means for the Initial Period and for each Agreement Year the Debt Service on Bonds.
- 1.21 "Deplaned Passengers" means all arriving passengers deplaning in scheduled or charter air carrier service at the Airport, as reported to County, excluding all deplaning on-line transferring passengers.
- 1.22 "Enplaned Passengers" means all originating passengers enplaning in scheduled or charter air carrier service at the Airport, as reported to County.
- 1.23 "Environmental Laws" means every applicable law, ordinance, rule, regulation, permit, permit condition, order, and directive regulating, relating to, or imposing liability standards of conduct, relating with respect to any Hazardous Materials, or to environmental matters, including, without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses, or injuries resulting from the release or threatened release of any Hazardous Materials, or regulating or relating to the generation, use, storage, transportation, or disposal of any Hazardous Materials.
- 1.24 "Environmental Permits" means all permits, licenses, approvals, authorizations, consents, and registrations required by any Environmental Laws, whether Federal, state or local, which pertain to the production, use, treatment, generation, transportation, processing, handling, disposal, or storage of any Hazardous Materials.
- 1.25 "Environmental Remediation" means and includes any response; remedial, removal or corrective action; activity to cleanup, detoxify, decontaminate, contain or otherwise Remediate any Hazardous Materials or underground storage tank; action to prevent, cure or mitigate any Release of a Hazardous Material; action to comply with any Environmental Laws or with any permits issues pursuant thereto related to a Release; and inspection, investigation, study, monitoring, assessment, audit, sampling and testing, laboratory or

other analysis, or evaluation relating to the Release of any Hazardous Materials or an underground storage tank.

- 1.26 "Federal Aviation Administration" or "FAA" means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.
- 1.27 "Federal Bankruptcy Code" means 11 U.S.C. § 101 et seq., or any successor statute thereto.
- 1.28 "Fuel Storage Facility" means that portion of the new Airport fuel farm to be constructed by the County, as designated on Exhibit C and further depicted on page C-5 of Exhibit C, including improvements and equipment constructed and installed thereon, provided for the receiving, storage and distribution of automotive fuel.
- 1.29 "Fueling Facility" means that area designated as such on Exhibit C, and further depicted on page C-1 of Exhibit C, together with the improvements and equipment constructed and installed thereon as part of the Service Facilities Project provided to dispense automobile fuel to the Operator's and the other rental car operators' fueling facilities.
- 1.30 "Fund Deposits" means those amounts required to be deposited during any Agreement Year to the Service Facilities Reserve Fund or to any fund created pursuant to the terms of any Trust Indenture related to the Bonds.
- 1.31 "Grants-in-Aid" means the Federal Airport Improvement Program (AIP) funds, funds from any successor Federal program to AIP, State of Florida Department of Transportation aviation funds and funds from any successor Florida Department of Transportation program made available to County for capital development or capital equipment related to the Airport System.
- 1.32 "Hazardous Materials" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum, or crude oil or any fraction thereof, natural gas, source material, special nuclear material, and byproduct materials regulated under Environmental Laws, pesticides regulated under Environmental Laws, and any hazardous waste, toxic or dangerous substance or related material, including any material defined or treated as a hazardous substance, hazardous waste, toxic substance, or contaminant (or comparable term) under any of the Environmental Laws.
- 1.33 "Initial Period" means that period beginning on DBO, as established under this Agreement, and ending at midnight on the September 30th first following DBO.
- 1.34 "Land Rental Component" means the then current rental established by County for land areas included within the Consolidated Service Facilities plus an allocable share of the land rental for any appurtenant or support facilities to said Consolidated Service Facilities. The estimated Land Rental Component for the Initial Period and first Agreement year hereunder is shown on Exhibit F attached hereto.

- 1.35 "Leased Premises" means, at any time, for Operator and each of the other rental car operators, those areas and facilities in the Service Facilities Area which, pursuant to Article 3, are leased to such Operator and each of the other rental car operators for their preferential, joint or common use and occupancy as depicted in Exhibit C.
- 1.36 "Notice" means that written notice provided to Operator by the County specifying the Commencement Date under this Agreement.
- 1.37 "O&M Component" means for the first Agreement Year the amount included as the O&M Component on Exhibit F. For each Agreement Year thereafter, the O&M Component will be the greater of the O&M Component from the prior Agreement Year plus the CPI Adjustment or the O&M Expense allocated to the Consolidated Service Facilities (including a pro rata share of the O&M expenses for appurtenant and support facilities and a pro rata share of Airport general and administrative expense) for the prior Agreement Year increased by the CPI Adjustment, but excluding any utility or security expense directly paid or reimbursed by Operator and the other rental car operators under this Agreement.
- 1.38 "O&M Reserve Component" means for the first Agreement Year one-sixth (1/6) of the O&M Component plus one-sixth (1/6) of all other operating expenses billed directly to Operator and the other rental car operators under this Agreement during said Agreement Year. For each subsequent Agreement Year, the O&M Reserve Component means the amount when added to the O&M Component for the prior Agreement Year equals one-sixth (1/6) of O&M Component plus one-sixth (1/6) of all other operating expenses billed directly to Operator and the other rental car operators under this Agreement for the Agreement Year in question.
- 1.39 "Operating Expenses" or "O&M Expenses" means, for any Agreement Year, all expenses incurred by the County for such Agreement Year, including direct and indirect expenses, in providing for the administration, operation, repair, maintenance and management by the County of the Consolidated Service Facilities, including but not limited to appurtenant and support facilities thereto, including, without limitation, the performance by County of any and all of its obligations related thereto as set forth in this Agreement. For purposes of this Agreement, capital outlays of \$5,000 or less occurring during any Agreement Year shall also be treated as an O&M Expense.
- 1.40 "Passenger Facility Charge or "PFC" means monies collected by County from charges imposed by the County pursuant to 49 U.S.C. 40177, as amended or supplemented from time to time, and 14 CFR Part 158, as amended or supplemented from time to time.
- 1.41 "Preferential Use Premises" means those Leased Premises for which Operator or one of the other rental car operators holds a preference as to use, as depicted in Exhibit C.
- 1.42 "Ready/Return Space" means the Ready/Return Space provided to Operator and the other rental car operators pursuant to the Concession Agreement.

- 1.43 "Ready/Return Area" means that area designated as such under the Concession Agreement containing the Ready/Return Space.
- 1.44 "Rental Divisor" means the square footage for each of the leased or assigned areas within the Service Facilities Area as designated in Exhibit F.
- 1.45 "Rentals" means the rentals described in Article 7 of this Agreement.
- 1.46 "Rentals, Fees and Charges" means the rentals, fees and charges described in Article 7 of this Agreement.
- 1.47 "Security Charge" means the charge, if any, established pursuant to Section 7.02 of this Agreement.
- 1.48 "Service/Maintenance Facility" means that area designated as such on Exhibit C, and further depicted on page C-3 of Exhibit C, together with the improvements and equipment constructed and installed thereon as part of the Service Facilities Project.
- 1.49 "Service Facilities Area" means those areas and CSF facilities located thereon as designated on Exhibit C.
- 1.50 "Service Facilities Reserve Fund" means that fund created for the deposit of funds for the repair, rehabilitation and replacement of service facilities, improvements and equipment.
- 1.51 "Service Facilities Reserve Fund Component " means for Agreement Years 1 through 5 one-fifth (1/5) of the Reserve Fund Requirement then in effect and thereafter such amount as will bring the balance of the fund to the Reserve Fund Requirement.
- 1.52 "Service Facilities Reserve Fund Requirement" or "Reserve Fund Requirement" means the sum of \$500,000 as adjusted by the County's Consulting Engineer after each fifth Agreement Year under this Agreement.
- 1.53 "Service Parking Area" means those automobile parking spaces adjacent to the Service/Maintenance Facility, as described on Exhibit C and further depicted on page C-4 of Exhibit C, provided for the temporary storage of Operator's and the other rental car operators' service automobiles prior to their return to the Ready/Return Area.
- 1.54 "Trust Indenture" means any trust indenture, supplemental trust indentures, ordinance or resolution under which Bonds are issued by the County.
- 1.55 "Wash Facility" means that area designated as such on Exhibit C, and further depicted on page C-2 of Exhibit C, together with the improvements and equipment constructed and installed thereon as part of the Service Facilities Project.

ARTICLE 2

INTERPRETATION AND EXHIBITS

The following shall govern the reading and interpretation of this Agreement:

2.01 Interpretation

- (a) References in the text of this Agreement to articles, sections, paragraphs or exhibits pertain to articles, sections, paragraphs or exhibits of this Agreement unless otherwise specified.
- (b) The terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this Agreement refer to this Agreement.
- (c) Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- (d) Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
- (e) Words importing the singular shall include the plural and vice versa.

2.02 Incorporation of Exhibits - The following Exhibits are hereby made a part of this Agreement:

Exhibit A	22.6-Acre Addition to USAF Leasehold
Exhibit B	Project Site
Exhibit C	Leased Premises
Exhibit D	Description of Project
Exhibit E	Tenant Improvements
Exhibit F	Pro Forma Annual Rental Requirement
Exhibit G	Summary of Maintenance, Repair and Replacement Obligations
Exhibit H	Summary of Utilities, Metering and Billing

2.03 Substitution of Exhibits - Upon completion of the Project, DBO of the Consolidated Service Facilities, and completion of as-built drawings for the Project and the Consolidated Service Facilities, revised versions of Exhibits A, B, C and F shall be prepared by County (based on as-built drawings for said facilities), reviewed with Operator and the other rental car operators, and attached to this Agreement in substitution for current Exhibits A, B, C and F.

ARTICLE 3

SERVICE FACILITIES PROJECT AND OTHER CAPITAL PROJECTS

3.01 Description of Project

- (a) Attached as Exhibit D is a description of County's Service Facilities Project, as presently planned, including its Fueling Facility, Wash Facility, Service/Maintenance Facility, Service Parking Area, and Fuel Storage Facility, the Project's cost estimate and funding plan, the Project schedule, the estimated cost of the Project to be funded from Bonds, and the current estimated Debt Service for said Bonds. The information contained in Exhibit D with respect to the Project was current as of March 9, 2007.
- (b) Operator hereby acknowledges and agrees that it has reviewed this Project information as presented by County and by executing this Agreement has agreed to the inclusion of Debt Service and Debt Service Coverage on Bonds for the Project and any other costs related to the construction, operation and maintenance of the Project in the calculation of Operator's Rentals, Fees and Charges under this Agreement.
- (c) Operator further acknowledges and agrees that County reserves the right, without further consultation with Operator and the other rental car operators, except as required by subparagraphs (i) and (ii) below, to modify, change or alter any of the aforementioned components of the Project as County deems necessary in order to design, finance and construct the Service Facilities Project for the Airport.
 - (i) Notwithstanding the foregoing provision, County shall inform and discuss with Operator and the other rental car operators any material modification, change or alteration to the Project, its cost or funding as they occur.
 - (ii) If any modification, change or alteration to the Project or bids for the Project results in an increase in the estimated "Net Capital Cost" of the Project to be funded from Bonds (Capital Cost less costs funded from Grants-in-Aid, PFCs, CFCs and the proceeds of Bonds whose debt service is payable from PFCs or CFCs) by more than three and one-half percent (3-1/2%) of the current estimated Project cost as shown on Exhibit D, County shall consult with Operator and the other rental car operators, following the provisions of Section 3.03 hereof, to the extent applicable, before including the additional Debt Service and other costs thereof related to said additional Net Capital Cost of the Project in Operator's and the other rental car operators' Rentals, Fees and Charges under this Agreement.

3.02 Other Capital Projects - Subject to the provisions of Section 3.03 hereof, County shall have the right from time to time, and at any time, during the term of this Agreement, to design, finance and construct additional Capital Projects to expand, improve or reconstruct the Consolidated Service Facilities, any appurtenance thereto, or any Airport facility

supporting the Consolidated Service Facilities, at its sole discretion, and include the Debt Service for these projects and any other costs related thereto in Airport costs for the calculation of Operator's and the other rental car operators' Rentals, Fees and Charges calculated pursuant to Article 7 of this Agreement; provided, however, that County will provide Operator and the other rental car operators with the information required by Section 3.03 hereof and, where applicable, discuss said Capital Projects with Operator and the other rental car operators all as more specifically provided for in Section 3.03 hereof.

3.03 Consultation for Certain Capital Projects - Notwithstanding the provisions of Sections 3.01 and 3.02 above, County shall, except as otherwise excluded under this Article 3 or elsewhere in the Agreement, engage in the following consultation process with Operator and the other rental car operators prior to undertaking any Capital Project, which will be included in Operator's rental obligations pursuant to Section 7.01 of this Agreement, having an estimated Net Capital Cost of two hundred and fifty thousand dollars (\$250,000) or more or whenever the aggregate Net Capital Cost of Capital Projects proposed in any one Fiscal Year is estimated to exceed five hundred thousand dollars (\$500,000). The foregoing amounts shall be adjusted annually by the CPI Adjustment.

- (a) County shall provide Operator and the other rental car operators written notice of the proposed Capital Project, including a description of the project to be funded, information regarding the need for and benefits to be derived from the project, cost estimates for the project, the sources of financing to be used for the project, the project schedule, and the project's estimated effect on Operator's and the other rental car operators' Rentals, Fees, and Charges.
- (b) Within 15 days of receipt of such notice, Operator or any other rental car operator may request in writing a meeting with County and the other rental car operators for the purpose of discussing the proposed project.
- (c) In the event no rental car operator requests a meeting, County may proceed with the Capital Project and include Debt Service and any other costs related thereto in Airport costs, as applicable, for calculation of Operator's and the other rental car operators' Rentals, Fees and Charges under Article 7 of this Agreement.
- (d) In the event Operator or another rental car operator requests a meeting, County shall convene such meeting no sooner than fifteen (15) days following said request for same. At said meeting, County shall fully explain and discuss the information provided for in paragraph (a) above and shall duly consider the comments and recommendations of Operator and the other rental car operators received at such meeting. Prior to commencing construction of said Capital Project, the Airports Director shall provide Operator and the other rental car operators fifteen (15) days advance written notice of his decision with regard to implementing said Capital Project. Thereafter, County may proceed with said Capital Project and include the Debt Service and any other costs related thereto in Airport costs, as applicable, for the calculation of Operator's and the other rental car operators' Rentals, Fees and Charges under Article 7 of this Agreement. .

(e) The above provisions of this Section 3.03 shall not apply to any Capital Project implemented for any one or more of the following purposes or meeting any one or more of the following exclusions:

- (1) For emergency or safety purposes;
- (2) To comply with any applicable law, rule, regulation, policy, or order of any federal, state, or local agency or court or any federal or state grant agreement or airport certification requirement;
- (3) To remedy any environmental condition or problem or pay for any environmental loss or any other loss, cost, damage or expense, related directly or indirectly, to the Consolidated Service Facilities;
- (4) To repair any casualty damage to Airport property to the extent not covered by insurance;
- (5) To fund costs or improvements, including the associated costs therefor, incurred to settle lawful claims, satisfy judgements, or comply with judicial orders against County by reason of its ownership, operation, maintenance, development, improvement (including design and construction), or use of the Airport.
- (6) Any project which will not increase Operator's and the other rental car operators' Rentals, Fees and Charges under this Agreement.

County may proceed with a Capital Project for any of the aforementioned purposes without consultation with Operator and the other rental car operators and include the Debt Service and any other costs related thereto in Airport costs, as applicable, for the calculation of Rentals, Fees and Charges under Article 7 of this Agreement.

(f) Any other provision of this Article 3 notwithstanding, County agrees to discuss any Capital Project proposed to be implemented during any Agreement Year while this Agreement is in effect, not otherwise subject to the requirements of Section 3.03 above, during the Airport's annual consultation with Operator and the other rental car operators to discuss Rentals, Fees and Charges for the upcoming Agreement Year, as provided for in Section 7.01(c) of this Agreement.

ARTICLE 4

PREMISES AND FACILITIES

Subject to all other terms and conditions of this Agreement, County hereby leases to Operator and Operator hereby takes and hires from County the following described Leased Premises at the Airport as depicted on Exhibit C:

- 4.01 Fueling Facility - For Operator's use in common with other rental car operators at the Airport, the Fueling Facility, as depicted on page C-1 of Exhibit C, with the preferential assignment of the fuel dispensing station indicated within said Fueling Facility also depicted on page C-1 of Exhibit C.
- 4.02 Wash Facility - For Operator's preferential use, that space within the Wash Facility depicted on page C-2 of Exhibit C.
- 4.03 Service/Maintenance Facility - For Operator's preferential use, that space within the Service/Maintenance Facility depicted on page C-3 of Exhibit C.
- 4.04 Service Parking Area - For Operator's preferential use, those spaces within the Service Parking Area depicted on page C-4 of Exhibit C, said spaces being subject to reallocation and redesignation as provided for in Section 4.06 hereof.
- 4.05 Fuel Storage Facility - In addition to the Leased Premises, as above described, Operator, in conjunction with the other rental car operators and others authorized by the County, shall have the license and right in common with others so authorized to store in the automotive fuel storage tanks located in the Fuel Storage Facility, depicted on Exhibit C, and more particularly described in page C-5 of Exhibit C, automotive fuel to be transported through pipelines to the Fueling Facility, and then dispensed therefrom into those automobiles used by Operator in the conduct of its rental car concession. The storage and dispensing of such fuel shall be subject to the rules and regulations prescribed by the County and/or its authorized contractor from time to time and shall also be subject to such fuel storage and dispensing fees as prescribed by the County from time to time under Section 7.05 hereof.
- 4.06 Reallocation of Service Area Parking Space - No later than ninety (90) days after the expiration of each Agreement Year under this Agreement, County shall reallocate the spaces within the Service Parking Area. The reallocation shall be made to Operator and the other rental car operators based on their respective percentages of the total gross receipts of all rental car operators for the Agreement Year then concluded under the each operator's Concession Agreement, with each of said rental car operators being allocated a minimum of forty-five (45) spaces within the Service Parking Area. Upon any reallocation pursuant to this Section 4.06, County shall provide to Operator and the other rental car operators a revised page C-4 of Exhibit C to this Agreement redesignating Operator's and the other rental car operators' spaces within the Service Parking Area.
- 4.07 Selection of Space - Exhibits C-1 through C-5 - As of the execution date of this Agreement, Operator and the other rental car operators have designated their locations within the Consolidated Service Facilities.

ARTICLE 5

USE OF PREMISES

Operator may use the Leased Premises under this Agreement for the following purposes and for no other purpose or purposes whatsoever:

- 5.01 Fueling Facility - Operator's leased space within the Fueling Facility may be used to dispense fuel into Operator's rental automobiles and vacuum said automobiles used in the operation of its rental car concession prior to their delivery to the Ready/Return Parking Area for rental.
- 5.02 Wash Facility - Operator's leased space within the Wash Facility may be used to wash and vacuum Operator's rental automobiles used in the operation of its rental car concession prior to their delivery to the Ready/Return Parking Area for rental or temporary storage in the Service Parking Area.
- 5.03 Service/Maintenance Facility - Operator's leased space within the Service/Maintenance Facility may be used to service, repair and maintain Operator's automobiles used in the operation of its rental car concession. That area within the Service/Maintenance Facility designated as "Administrative Space" may be used by Operator for office and administrative functions related to the operations of Operator under this Agreement.
- 5.04 Service Parking Area - Operator's leased space within the Service Parking Area may be used for the temporary storage of Operator's automobiles prior to their return to Operator's Ready/Return Parking Space for rental.
- 5.05 No Sale or Servicing of Automobiles - Without in any way limiting the foregoing provisions, it is expressly agreed and understood by Operator that none of the above Leased Premises, or any part thereof, may be used for any purpose other than that authorized herein and that, except for the Fueling Facility use for fueling and except for the Service/Maintenance Facility use for service, none of the Leased Premises, or any part thereof, may be used for the fueling of automobiles or servicing of any automobile of Operator or any other person. The Leased Premises may not be used at any time to sell or offer for sale any automobile.
- 5.06 Condition of Leased Premises - Except as may be otherwise specified herein, the Leased Premises shall be delivered to Operator in the condition as specified in the Project description and without further representation or warranty by County as to the condition of the same. Operator acknowledges and agrees that it has inspected the Leased Premises, reviewed the Project description and the construction drawings for the Project referenced therein, and agrees to accept delivery of possession as heretofore specified.

ARTICLE 6

TERM

- 6.01 Term – The term of this Agreement shall begin as of the 1st day of September 2011 and shall expire on June 30, 2032, subject at all times to suspension, expiration and termination as provided for in the USAF Lease.
- 6.02 Earlier Termination - Notwithstanding Section 6.01 hereof, should Operator's Concession Agreement be terminated by County or, if upon the expiration thereof, Operator shall fail to secure a successor concession agreement authorizing it to conduct an automobile rental car concession at the Airport, County shall have the right, upon thirty (30) days advance written notice to Operator, to terminate this Agreement and recapture Operator's Leased Premises. Upon said termination and recapture, all of Operator's rights and privileges at the Airport under this Agreement shall cease and this Agreement shall terminate.
- 6.03 Holding Over - If Operator remains in possession of all or any portion of its Leased Premises after the expiration or termination of this Agreement, by lapse of time or otherwise, without specific written notice from County indicating its intention to have Operator quit and vacate the Leased Premises as of that date, such holding over shall constitute the creation of a tenancy at sufferance, terminable by County at any time upon thirty (30) days written notice to Operator. During such holdover tenancy at sufferance, Operator shall pay the Rentals, Fees and Charges, then applicable, to such holdover tenancy at sufferance as are established by the County.
- 6.04 Assumption of Operator's Leasehold - The County covenants and agrees that in its solicitation for concession agreements to replace Operator's and the other rental car operators' Concession Agreements upon their expiration, it will insert a provision requiring the successful bidders/operators to assume the Rental Car Service Facilities Leases of the unsuccessful bidders/operators, including the Rental Car Service Facilities Lease of Operator if it is an unsuccessful bidder.
- 6.05 Transition - In the event of expiration or earlier termination of this Agreement, as specified under either Section 6.02 or Section 6.04 above or as otherwise occurring, Operator shall fully cooperate with County and any successor rental car operator in the transition and transfer of the Leased Premises to said successor operator.
- 6.06 USAF Lease Termination - In the event that the USAF Lease is terminated by the United States of America or not renewed upon the expiration thereof and County's right and Operator's right of possession to and right to use the Leased Premises is also terminated, then this Agreement shall be terminated effective as of the termination or expiration date of the USAF Lease as described aforesaid.

ARTICLE 7

RENTALS, FEES AND CHARGES

7.01 Rentals and Fees - For and in consideration of the Leased Premises leased to and occupied by Operator under this Agreement and its assigned use of the Fuel Storage Facility, Operator shall pay County the following sums as annual Rentals, Fees and Charges:

- (a) For the period from the Commencement Date to the commencement of the Initial Period, Operator shall pay County as Rental the amount which is Operator's pro-rata share of the Land Rental Component calculated for said period of time in accordance with this Article 7 and Exhibit F.
- (b) For the Initial Period and also for the first Agreement Year hereunder, Operator shall pay County, as an annual Rental, Operator's pro-rata share of the total Rental Requirement shown on Exhibit F attached to this Agreement which is calculated as follows:
 - (1) For its space leased within the Fueling Facility, Operator shall pay an annual rental which is equal to one-fifth (1/5) of the Rental Requirement for said facility.
 - (2) For its space leased within the Wash Facility, Operator shall pay an annual rental which is equal to one-fifth (1/5) of the Rental Requirement for said facility.
 - (3) For its space leased within the Service/Maintenance Facility, Operator shall pay an annual rental which is equal to one-fifth (1/5) of the Rental Requirement for said facility.
 - (4) For its space leased within the Service Parking Area, Operator shall pay an annual rental which is the product of the Rental Requirement for this facility and Operator's percentage share of assigned space within the Service Parking Area.
 - (5) For its assigned use of the Fuel Storage Facility, Operator shall pay an annual fee which is equal to one-fifth (1/5) of the Rental Requirement for said facility.

If the Initial Period is less than twelve (12) months, the Rental for the said Initial Period shall be that amount which is Operator's pro-rata share of the product of the total Rental Requirement on Exhibit F and the fraction the numerator of which is the total number of days in the Initial Period and denominator of which is 365 days.

- (c) For each Agreement Year after the first Agreement Year, Operator shall pay County, as Rental, Operator's pro-rata share (as calculated in subparagraphs (1) through (5) of Section 7.01(b) above) of the total Rental Requirement for said Agreement Year.

County shall compute the total annual Rental Requirement and the requirement for each of the facilities referenced in paragraph (b) of Section 7.01 as follows:

- (1) County shall calculate the Land Rental Component, O&M Component, Debt Service Component, Coverage Component, Service Facilities Reserve Fund Component, O&M Reserve Component, and Amortization Component. The sum of the aforementioned components shall be the total Rental Requirement for the Consolidated Service Facilities for said Agreement Year.
 - (2) The above components for the Agreement Year shall then be allocated to the Fueling Facility, Wash Facility, Service/Maintenance Facility, Service Parking Area, and Fuel Storage Facility substantially in accordance with methodology shown in Exhibit F.
 - (3) The sum of the allocated components from subparagraph (1) above made to each facility in subparagraph (2) shall be the "Rental Requirement" for each facility for each Agreement Year.
- (c) County shall provide Operator and the other rental car operators its calculation of the Rental Requirement for each subsequent Agreement Year not less than forty-five (45) days prior to the commencement date of said Agreement Year. Said calculation shall be prepared substantially in the form as the calculation shown on attached Exhibit F. In addition, County shall hold a consultation with Operator and the other rental car operators to review and discuss County's Rental Requirement calculation no later than fifteen (15) days prior to said Agreement Year.

7.02 Security Charge - Currently the County's cost of providing security services to Operator for the Leased Premises is included in the O&M Component of the Rental Requirement shown on Exhibit F. In the event that County subsequently incurs any additional cost or expense to provide security services which are specifically allocable to the Consolidated Service Facilities or to Operator's and the other rental car operators' operations or vehicles situated on or about the Leased Premises, including but not limited to those security services directed by the Transportation Security Administration (TSA) or the FAA, Operator shall reimburse County for said additional costs upon County's invoice. County shall consult with and discuss said additional costs with Operator and the other rental car operators prior to invoicing.

7.03 Customer Facility Charge (CFC) - The following provisions have been included in this Agreement to delineate Operator's obligations to collect, deposit, safeguard, account for and remit Customer Facility Charges (CFCs) collected from Operator's customers pursuant to County Ordinance No. 04-64 adopted on October 19, 2004 and as amended by Ordinance No. 07-21 adopted May 1, 2007 (the "Ordinance"). In the event of a conflict between the following provisions and the provisions of the subject Ordinance, the provisions of the Ordinance shall control.

- (a) County adopted Ordinance No. 04-64 on October 19, 2004, imposing a uniform CFC of \$2.50 per rental transaction day on rental car customers' rental agreements at the

Airport. County adopted Ordinance No. 07-21 on May 1, 2007, increasing the level of said CFC to \$3.25 per rental transaction day effective July 1, 2007. The CFC and the Ordinance may be further changed or modified by County at any time by subsequent ordinance of County.

- (b) Operator shall charge, collect, deposit, safekeep, remit and account for the CFCs required to be collected by the Ordinance at the times required therein (regardless of whether such amounts are actually collected). Operator shall not be entitled to any right of offset or otherwise to reduce CFC payments required herein. Operator shall remit all CFCs imposed regardless of any amounts that may be owed or due to the Operator by County.
- (c) All CFCs collected by Operator shall be trust funds held in trust for the benefit of County. Operator shall have only a possessory interest and not an equitable interest in CFC collections and revenue.

7.04 CFC Credit Against Debt Service Component and Coverage Component of the Rental - During the term of this Agreement, so long as the CFC defined in Article 1 hereof and described in Section 7.03 is in effect, County will issue a CFC credit against Operator's and the other rental car operators' monthly Rental in the amount of the Debt Service and Coverage Components included in the Rental obligation for said month, as calculated pursuant to Section 7.01 and Exhibit F of this Agreement. The CFC credit shall be credited to Operator and the other rental car operators based on each operator's pro-rata share of the total Rental obligation of all rental car operators for the month. The CFC credit shall be computed and applied only to the extent that funds are available from CFC collections for the month.

7.05 Fuel Storage and Dispensing Charges - In addition to the rentals and facility fees described in Sections 7.01 through 7.03 above, Operator and the other rental car operators shall pay to the County, or at County's option and notice to Operator and the other rental car operators, to the County's designated Fuel Storage Facility operator, a "Fuel Storage Facility Operations Charge" which shall reimburse County and/or County's designated Fuel Storage Facility operator for all cost and expense of receiving, protecting, storing and dispensing automotive fuel for Operator and the other rental car operators, including but not limited to the Fuel Storage Facility operator's fees and costs charged to the County, all costs of operations and maintenance and the costs of environmental insurance. In the event that County or County's Fuel Storage Facility operator purchases the automotive fuel, charges to Operator and the other rental car operators shall include the charges for said fuel as may be established by the County and/or its operator from time to time. Said charges shall be invoiced to Operator and the other rental car operators based on their respective volumes of fuel stored or purchased, as the case may be, subject to County's or its operator's right to establish a minimum monthly volume charge. Operator covenants and agrees that it will purchase and store at the Fuel Storage Facility, or if County or County's operator procures automotive fuel that it will purchase from the Fuel Storage Facility, its entire automotive fuel requirement for automobiles rented under its Concession Agreement. County shall meet with Operator and the other rental car operators to review and discuss the proposed Fuel Storage Facility Operations Charge (or Charges) not less

than ninety (90) days after the execution date of this Agreement and prior to County's approval of same and no later than thirty (30) days prior to any subsequent approval of a proposed change to said charges.

7.06 Agreement Security - In order to secure its performance under this Agreement, Operator shall comply with the following Agreement Security requirements:

- (a) In order to guarantee the timely payment of all amounts due by Operator under this Agreement, and to guarantee Operator's performance under this Agreement, Operator shall provide County, on or before the Commencement Date, an Agreement Security in the form of an irrevocable standby letter of credit in an amount equal to the County's estimate of fifty percent (50%) of the Rentals, Fees and Charges and other payments to be remitted (Rentals, Fees and Charges less the amount of CFCs estimated to be credited against said amount, as estimated on Exhibit F attached hereto) by Operator to County during the first Agreement Year. This Agreement Security shall be updated annually based on that Agreement Year's Rentals, Fees and Charges estimate prepared by the County, and renewed at least thirty (30) days prior to each Agreement Year. This Agreement Security shall be extended, or a new Agreement Security provided, to remain in effect for the twelve (12) months immediately following expiration or termination of this Agreement. Said Agreement Security shall be with a bank or financial institution and in such form as is approved by County's legal counsel.
- (b) If Operator shall fail to make any payment due County or shall commit an event of default under this Agreement, County shall have the right to use such Agreement Security to pay any amount owed to County by Operator then due and payable or to apply the proceeds thereof to any cost or expense or damages incurred by County as result of Operator's default. In the event that any such Agreement Security or portion thereof is utilized, Operator shall replenish or provide a renewal or replacement Agreement Security within ten (10) days of being notified so to do by County. County's rights under this Section 7.06 shall be in addition to all other rights and remedies provided to County under this Agreement.
- (c) So long as the Concession Agreement between Operator and County remains in effect and so long as the form and amounts of the agreement security required by Section 7.07 of that agreement remain in effect, Operator may, in lieu of providing a separate Agreement Security under Sections 7.06(a) and (b) of this Agreement, provide to County one agreement security covering both agreements. Said agreement security shall be in an amount which is the sum of the amounts required under each agreement, shall be subject to annual adjustment as required by the terms of said agreements, and shall be with a bank or financial institution and in such form as is approved by County's legal counsel.

7.07 Additional Rent - If County has paid any sum or sums or has incurred any obligation or expense for which Operator has agreed to pay or reimburse County, or if County is required or elects to pay any sum or sums or insure any obligations or expense by reason of the failure, neglect, or refusal of Operator to perform or fulfill any one or more of the

conditions, covenants and undertakings contained in this Agreement, Operator agrees to pay such sums or expenses, including all interest, costs, damages, and penalties, and agrees that the same shall be added to the next installment of rents due hereunder, and each and every part of the same shall be and become additional rents, recoverable by County in the same manner and with like remedies as if originally a part of the Rentals, Fees and Charges set forth in Sections 7.02 through 7.06 hereof.

- 7.08 Taxes and Assessments - Operator shall pay all taxes, including any possessory interest tax, sales tax on payments made to the County subject to sales tax, any applicable payment in lieu of taxes, assessments, and charges of a like nature, which at any time during the term of this Agreement may be levied or become a lien by virtue of any levy, assessment, or charge by the Federal Government, the State of Florida, Okaloosa County, or any other municipal corporation or other local government entity having jurisdiction over the Airport, any government successor in authority to the foregoing, or any other tax or assessment levying bodies, in whole or in part, upon or in respect to any of Operator's Leased Premises, Rentals, Fees, and Charges, CFCs, and any other payment required of Operator under this Agreement, or upon or in respect to any personal property belonging to Operator, including Operator's fuel, situated on the Leased Premises or elsewhere within the Consolidated Service Facilities. Payment of such taxes, assessments and charges, when and if levied or assessed, shall be made by Operator directly to the taxing or assessing authority charged with collection thereof. County shall timely forward to Operator any assessment or tax notice received by County and payable by Operator.
- 7.09 License and Permit Fees - Operator shall also pay all fees associated with any and all licenses, permit, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by Operator under this Agreement.
- 7.10 Operator's Rights to Contest - Operator may, at its own expense, contest the amount or validity of any tax or assessment, or the inclusion of the Leased Premises, this Agreement or the Rentals, Fees and Charges, CFCs, or any other payment under this Agreement as taxable or assessable property, directly against the taxing or assessing authority and Operator shall not be deemed to be in default under this Agreement for failure to pay any such tax or assessment pending the outcome of any such contest proceedings. County reserves the right to require Operator to provide such security as County's legal counsel determines necessary to assure that the tax and any costs related to the tax contest are promptly discharged upon final determination of said tax contest adverse to Operator.
- 7.11 Payments and Terminations - Upon the termination or expiration of this Agreement, all lawful taxes then levied or a lien upon any such property or any taxable interest under this Agreement, including the Leased Premises, this Agreement, or any Rentals, Fees, and Charges, CFCs, or any other payments made by Operator hereunder shall be paid in full by Operator forthwith, or as soon as a statement thereof has been issued by the tax collector if termination occurs during the interval between attachment of the lien and issuance of a statement.

- 7.12 Extraordinary Coverage Protection Payments - Operator and the other rental car operators shall make "Extraordinary Coverage Protection Payments" to County for any Agreement Year in which Rentals, Fees and Charges, including CFC amounts credited against the Debt Service and Coverage Components hereunder, less O&M Expenses ("Available Revenue") is or is projected to be less than the amount of the Debt Service Component plus the Coverage Component on the Bonds for the Agreement Year. The amount of said Extraordinary Coverage Protection Payments shall be equal to the calculated shortfall in Available Revenue. Said amount shall be apportioned among Operator and the other rental car operators then having a Rental Car Service Facility Lease in effect with the County based upon their pro-rata share of Rentals, Fees and Charges for the Agreement Year, shall be invoiced separately and paid in monthly installments within thirty (30) days of invoicing over the Agreement Year for which said payments are in effect. No other provision of this Agreement shall limit, postpone, abate or in any way alter Operator's obligation to make Extraordinary Coverage Protection Payments pursuant to this Section 7.12, including without limitation any provision contained in Article 9, Article 14 or Section 17.03 of Article 17 hereof. County shall repay Operator for its pro-rata share of the Extraordinary Coverage Protection Payments made hereunder as soon as subsequently collected, legally available, and unrestricted CFCs are available in the County's CFC Fund for said repayment.

ARTICLE 8

PAYMENT OF RENTALS, FEES AND OTHER CHARGES

- 8.01 Manner of Payment - Operator agrees to pay all sums due under this Agreement, plus applicable sales tax and such other taxes as County may be required to collect on any payments made hereunder, in lawful money of the United States of America, without invoice, unless invoicing is otherwise required hereunder, without further notice or demand, without deduction or setoff, by check on an FDIC insured bank or trust company, made payable to Okaloosa County, which check shall be delivered, postage or other charges prepaid, to:

By U.S. Mail, Express Mail
or Overnight Delivery:

Airports Director
Okaloosa County, Florida
Northwest Florida Regional Airport
State Road 85 North
Eglin AFB, FL 32542

Payment may also be made
to County by Wire Transfer
if so authorized by County
as follows:

SunTrust Bank of Northwest Florida
220 West Garden Street
Pensacola, FL 32593
9-digit routing number: 061000104

To Credit:
Account Number:

Okaloosa County Board of Commissioners
0458210003824

or at such other place or by such other method as may hereafter be designated in writing by County.

8.02 Payment Requirements

- (a) Rentals, Fees and Charges which are fixed and determinable at the beginning of Commencement Date, the Initial Period or any Agreement Year shall be paid in twelve equal monthly installments, in advance, not later than the first day of the month for which they are due.
- (b) The Fuel Storage Facility Operations Charge and other charges not fixed and determined in amount in advance and utility, tax and service charges, if any, and any other charges, payments, reimbursements and fees due under this Agreement and accruing in any month shall be paid by Operator within twenty (20) days of invoicing by County.
- (c) CFCs required to be collected by Operator shall be remitted to County in accordance with the remittance requirements of County Ordinance No. 04-64 and County Ordinance No. 07-21, as the same may be amended from time to time.

8.03 Late Payments - If Operator fails to make payment of any Rentals, Fees and Charges, CFC or any other payment due County under this Agreement by the due date thereof, Operator shall pay to County, in addition to all other remedies available to County and all other payments to be made by Operator to County, a late charge equal to the lesser of one and one half percent (1-1/2%) per month or the maximum legal monthly interest charge allowed under Florida Law on the overdue amount and the costs of collection and attorney's fees incurred by County in attempting to obtain payment. In addition, an administrative fee of two hundred fifty dollars (\$250.00) per amount not paid shall be applied to all late payments once Operator has made late payments on three or more occasions over the past twelve (12) months. Said administrative fee for late payments shall remain in effect until such time as Operator has not tendered a late payment for a period of twelve (12) consecutive months.

8.04 County's Right to Set Off - County shall have the right to set off any past due amount(s) owed County by Operator by applying all or a portion of Operator's current payments to such past due amount(s). In the event County exercises its right of set-off, as aforesaid, it shall notify Operator of the set-off, including the amount thereof. Operator shall then promptly make payment to County of such sum as is needed to satisfy current amounts due.

ARTICLE 9

OPERATOR'S OBLIGATIONS FOR MAINTENANCE, REPAIR AND IMPROVEMENTS

9.01 Maintenance, Repair and Replacement

- (a) Operator shall, at its own cost and expense, maintain and repair all parts of Operator's improvements, equipment, fixtures and personal property installed or located on or at the Leased Premises, and repair, renew or replace the same when reasonably necessary, including Operator's computers and communications system, any Operator-installed connections to County-installed utility systems or property, and all other Operator's equipment and property whether or not any of the same is affixed or attached to such Leased Premises. Operator shall also provide, at its expense, custodial and cleaning services to the above improvements, equipment, fixtures and personal property as may be necessary from time to time.
- (b) Except for structural repairs, renewals and replacements to the County-constructed or installed facilities and equipment on the Leased Premises, which shall all be the responsibility of County, and those maintenance and repair obligations of the County specified in Section 10.01 of this Agreement, Operator shall be responsible for the following maintenance and repairs to its Leased Premises within the Consolidated Service Facilities and the County-owned equipment provided therein:
 - (i) Fueling Facility - Operator has no maintenance or repair obligation (ordinary or structural) with respect to this facility.
 - (ii) Wash Facility - Operator is responsible for ordinary maintenance and repair to the Wash Facility and ordinary repair and maintenance to the County-installed equipment therein, including the wash equipment. Operator is responsible for custodial cleaning and refuse removal from this facility.
 - (iii) Service/Maintenance Facility - Operator is responsible for ordinary maintenance and repair to the Service/Maintenance Facility and ordinary repair and maintenance to the County-installed equipment therein, including the service/maintenance equipment for vehicles. Operator is responsible for custodial cleaning and refuse removal.
 - (iv) Service Parking Area - Operator is responsible for custodial and routine cleaning of the paved areas, pavement debris removal, and refuse removal.
- (c) County shall have the right biannually throughout the term of this Agreement, by itself or through an independent contractor of its choice, to conduct a complete inspection of the Consolidated Service Facilities, including Operator's Leased Premises, equipment, fueling, environmental and stormwater operations, and its facility maintenance and management procedures to determine the condition of the Consolidated Service Facilities, the Leased Premises, all equipment situated therein,

and also to determine that Operator's and the other rental car operators' maintenance, repair and operating procedures with respect thereto are being complied with in accordance with the terms and conditions of this Agreement. The cost of said inspections shall be paid for from funds within the Service Facilities Reserve Fund provided for in this Agreement.

- (d) Operator and the other rental car operators shall be given written notice of any needed maintenance or repair or operating deficiency or failure noted in said inspection report and, upon said notice, Operator, and if applicable the other rental car operators, shall promptly perform the necessary repair or maintenance and/or correct such operating deficiencies noted at its or their sole cost and expense.
- (e) Any structural repairs or rehabilitation or any other repair or maintenance identified in said inspection report as being necessary, for which County is responsible under this Agreement, will be promptly made by County.

9.02 Tenant Improvements and Construction

- (a) Operator shall, upon notice and approval of County's Project Architect, construct and complete those leasehold improvements and complete those tenant equipment fit-up obligations identified on Exhibit E. Upon completion thereof, Operator shall certify completion and also have a certified statement of cost of its leasehold improvements prepared and promptly file a copy of the same with the County.
- (b) Except as expressly provided for herein, Operator shall make no alterations, additions or improvements to or installations on its Leased Premises (including, but not limited to, any work which could affect utility or other systems for which County is responsible) without the prior written permission of the Airports Director.
- (c) Before the commencement of any such work, detailed plans and specifications, if required by the County, including any modifications or amendments thereto requested by County, shall be filed with and approved, in writing, by the Airports Director and all governmental departments and authorities having jurisdiction thereover. All such work shall be done subject to and in accordance with the requirements of applicable law and regulations of all such governmental departments and authorities, and, where required, each affected public utility company.
- (d) Such work shall be performed in a good and workmanlike manner and in accordance with the plans and specifications approved for the same. At all times during such work, Operator shall have a copy of the approved plans and specifications on the construction site for inspection by County, if the same are herein required. Operator shall be required to replace any work which is not done in accordance with such plans and specifications as approved by the Airports Director.
- (e) Subject to the provisions of Section 14.09, all alterations, additions or improvements at any time placed upon its Leased Premises by Operator shall be deemed to be and become a part of the realty and the sole and absolute property of County upon

completion; and, upon completion, Operator shall provide written documentation of the cost thereof to the Airports Director and shall give to the Airports Director a complete set of as-built drawings thereof in such reproducible format, including electronic format, as the Airports Director may request.

- (f) Operator shall promptly pay all claims made against County and discharge all liens filed or which exist against the Leased Premises, any other portion of the Airport, or Operator's trade fixtures or trade equipment arising out of or in connection with, whether directly or indirectly, the failure to make payment for work done or materials provided by Operator, its contractors, subcontractors or materialmen. However, Operator shall have the right to contest the amount or validity of any such claim or lien without being in default under this Agreement. In the event that County's legal counsel reasonably determines that security is required to guarantee discharge of said claim or lien in the event that said claim or lien is finally determined against Operator, County shall provide Operator with written notice of such determination. Within ten (10) days of said notice, Operator shall provide such security, in such form and amount as is reasonably satisfactory to County's legal counsel. County shall give timely notice to Operator of all such claims and liens of which it becomes aware.

9.03 Conduct - Operator, its employees, passengers, guests, licensees, invitees and independent contractors shall conduct themselves in an orderly and proper manner so as not to disturb, annoy or offend others at the Airport or to violate any of County's present or future written or published policies, rules or regulations. Upon notification by County of any violation of the provisions of this Section 9.02, Operator shall forthwith take all reasonable measures necessary to terminate the offensive, disorderly or improper conduct.

9.04 Performance by County upon Failure by Operator - If Operator fails to perform any obligation required by Sections 9.01 or 9.02 of this Article 9, County shall give Operator written notice of such failure. If Operator fails to perform such obligation within thirty (30) days of receipt of such notice, or if such obligation cannot with due diligence be performed within such thirty (30) day period, and Operator has failed to immediately commence and diligently pursue performance thereof upon receipt of such notice, County may perform such obligation of Operator, and charge Operator for the cost of County's performance, including County's overhead, and a reasonable administrative charge.

ARTICLE 10

OBLIGATIONS OF COUNTY

10.01 Operations, Maintenance and Repair

- (a) Except at otherwise provided in this Agreement and subject to such reimbursement as may be provided for in this Agreement, County shall, by itself or through a designated contractor, maintain and repair and renew or replace, where necessary, all of the following areas within or appurtenant to and serving the Consolidated Service Facilities: (a) Fueling Facility; (b) Fuel Storage Facility; (c) Common Areas within

the Consolidated Service Facilities; (d) the Rental Car Additional Area until completion of improvements thereon by County and occupancy by the rental car operators; and (e) the eastside access to the Consolidated Service Facilities and other areas and roadways serving the Consolidated Service Facilities and other appurtenant facilities to the Consolidated Service Facilities. County shall maintain a centralized refuse removal system and contractor for the Airport and Operator shall pay its pro-rata share of the cost therefor through monthly charges from County for its refuse removal from the Consolidated Service Facilities.

- (b) County shall be responsible for structural repairs, renewals and replacements, where necessary, to the Wash Facility, the Service/Maintenance Facility, and the Service Parking Area, and all County-owned equipment therein, including structural repairs, renewals and replacements to the wash and vehicle service maintenance equipment owned by the County.
- (c) County shall be responsible for ordinary maintenance and repairs and structural repairs, renewals and replacements, where necessary, of the County-owned water, sewer, sanitary, electrical, plumbing, heating and air conditioning, and gas utility systems which serve the Consolidated Service Facilities up to the point of entry to the Leased Premises or attachment to Operator's equipment.
- (d) County shall be responsible for pavement maintenance and repair in the Service Parking Area and relamping the area periodically when required.
- (e) Attached hereto as Exhibit G is a summary of the respective maintenance and repair obligations of Operator under Sections 9.01 and the County under this Section 10.01 of this Agreement.

10.02 Utilities - County shall cause to be provided through the appropriate public utility provider, electricity, gas, sewerage disposal and water to be supplied to Operator's Leased Premises programmed for such service. Operator shall separately pay for the costs of all such utility service requirements and uses either directly to the involved public utility or to the County, as the case may be, at established metered rates measured through meters provided by County or the involved utility or, if not so provided, through meters or estimates provided by County. County shall not be responsible for disruptions in service due to failure of utility suppliers or other causes beyond County's control. Any utility service provided to the Consolidated Service Facilities not metered shall be invoiced to Operator and the other rental car operators based on County's estimate or, at County's option, be included in the O&M Expense Component. Attached Exhibit H provides a summary of utility services, metering and allocation of cost for utilities provided to or for the Consolidated Service Facilities and the Leased Premises.

10.03 Leasehold Improvements - Except as may otherwise be specifically provided for herein, County shall have no further obligation to make any other improvements, repairs, renewals or replacements to the Leased Premises.

ARTICLE 11

RULES AND REGULATIONS; COMPLIANCE WITH LAWS

- 11.01 Rules and Regulations - Operator shall comply with and shall cause its employees, passengers, guests, invitees, agents and independent contractors to comply with all of County's rules and regulations and the Airports Director's operating directives with respect to the safe, prudent, or orderly conduct, use or operation of the Airport, as such rules, regulations and operating directives currently exist and as they may be hereafter enacted or amended from time to time in the future.
- 11.02 Observance and Compliance with Laws
- (a) Operator shall, in connection with its rights and obligations hereunder, observe and comply with all laws, statutes, ordinances and regulations of all governmental authorities having jurisdiction, and shall pay all taxes and obtain all licenses, permits, certificates and other authorizations required by all applicable federal, state, county and municipal laws, statutes, and ordinances, including but not limited to all rules, regulations and directives of the Federal Aviation Administration.
 - (b) Operator agrees to make part of and incorporate into this Agreement by reference or by setting forth at length, at the option of County, any and all statutes, rules and regulations, and assurances and covenants required pursuant thereto, the incorporation of which may now or hereafter be required by the Federal Aviation Administration or other federal agency or by the State of Florida; provided, however, that nothing herein shall be construed to limit or diminish the right of Operator, at its own cost, risk and expense, to contest the same, by appropriate judicial or administrative proceeding.

ARTICLE 12

DAMAGE OR DESTRUCTION

- 12.01 Damage - Should Operator's Leased Premises, or any portions thereof, or buildings or structures on which such Leased Premises may be a part, or the Fuel Storage Facility be damaged by fire or other casualty, and if the damage or buildings or structures of which said Leased Premises or Fuel Storage Facility are a part, is repairable within ninety (90) days from the date of the occurrence, the Leased Premises shall be repaired with due diligence by County and, so long as the damage is not due to the negligence of Operator, the Rentals, Fees and Charges allocable to the particular Leased Premises, Fuel Storage Facility or portions rendered untenable, for the period from the occurrence of the damage to the completion of repairs, shall be abated.
- 12.02 Destruction - Should said Leased Premises or Fuel Storage Facility or any portions thereof or buildings or structures of which said Leased Premises or Fuel Storage Facility may be a part, be completely destroyed by fire or other casualty, or should they be damaged to such

an extent that the damage cannot be repaired within ninety (90) days after the occurrence, County shall have the option to terminate this Agreement to the extent that it shall apply to the particular Leased Premises or Fuel Storage Facility so rendered untenable. In the event that this section shall become applicable, County shall notify Operator within thirty (30) days after the happening of any such damage whether County has elected to continue the Agreement in effect as to the premises damaged or destroyed or to terminate it. Said notice shall advise Operator of County's estimated schedule for completion of repair and restoration and identify to Operator reasonably adequate substitute premises to be provided to Operator pending reconstruction of the damaged or destroyed Leased Premises or Fuel Storage Facility. If repairs are estimated to take more than one hundred eighty (180) days to complete, and County is not able to provide Operator reasonably adequate substitute premises for the premises damaged and destroyed pending reconstruction, Operator may terminate this Agreement by providing written notice to County within thirty (30) days of receipt of notice from County as aforesaid. If County shall elect to continue this Agreement in effect, it shall commence and prosecute with due diligence any work necessary to restore or repair the premises, and, so long as the damage is not due to the negligence of Operator, the Rentals, Fees and Charges allocable to the particular Leased Premises or portion of the Fuel Storage Facility rendered untenable, for the period from the occurrence of the damage to the completion of the repairs, shall be abated and Operator shall pay County reasonable rentals, fees and charges for the substitute premises provided during reconstruction.

ARTICLE 13

INDEMNIFICATION AND INSURANCE

13.01 General Indemnification - Operator shall assume, protect, defend, reimburse, and indemnify County and its past, present and future officers, the members of the Board of County Commissioners, the employees and agents of County, and each of them, including without limitation the Airports Directors of County, and shall hold each and all of them, harmless at all times from and against any and all liabilities (including statutory liability and liability under Worker's Compensation laws), losses, fines, damages of whatever nature, causes of action of every kind and character, whether or not meritorious, suits, claims, demands, judgments, awards, settlements, costs and expenses including, without limitation, payments of claims or liabilities resulting from any injury or death of any person or damage to or destruction of any property, including but not limited to any County property, resulting from, arising out of, or incident to or in connection with Operator's use and occupancy of the Leased Premises or other areas or facilities at the Airport or resulting from, arising out of, or incident to or in connection with the conduct of Operator's rental car operations and activities under this Agreement or its obligations and covenants under this Agreement including, but not limited to:

- (a) The willful misconduct, negligence or tortious act or omission of Operator or any of its agents, employees, invitees, licensees, contractors or subcontractors;

- (b) Operator's willful misconduct, negligence or tortious act or omission in its use or occupancy of the Airport, the Leased Premises or its operations under or pursuant to this Agreement;
- (c) The violation by Operator of any agreement, covenant or condition of this Agreement;

except to the extent any such loss, fine, damage, cause of action, suits, claims, demands, judgments, awards, settlement cost, expenses, including liabilities for injury, death or damage is caused by the gross negligence or willful act or omission of County.

13.02 Additional Indemnifications

- (a) Without limiting Operator's liability pursuant to Section 13.01 above, Operator shall assume, protect, defend, reimburse and indemnify County, and its past, present and future officers, the members of the Board of County Commissioners, the employees and agents of County, and each of them, including without limitation the Airports Directors of County, and shall hold each and all of them, harmless at all times from and against any and all liabilities (including statutory liability and liability under Worker's Compensation laws), losses, fines, damages of whatever nature, causes of action of every kind and character, whether or not meritorious, suits, claims, demands, judgments, awards, settlements, costs and expenses including, without limitation, payments of claims or liabilities resulting from any injury or death of any person or damage to or destruction of any property resulting from, arising out of, or incident to or in connection with Operator's use and occupancy of the Leased Premises or other areas or facilities at the Airport resulting from, arising out of, or in connection with or incident to the conduct of Operator's rental car concession under this Agreement or arising out of the use of any fuel, fueling facilities or other products, contaminants' spillage, seepage or contamination, any noise pollution or any other injury or damage in relation to health, safety, environmental protection, (including any contamination of Airport property such as the soil or storm water by fuel, gas, chemicals or other substances deemed by the Environmental Protection Agency (EPA) to be environmental contaminants at the time this Agreement is executed or as may be redefined by the appropriate regulatory agencies while this Agreement is in effect), sanitation, good order, security, fire precautions, traffic control or operations or maintenance caused by Operator or any of its agents, employees, licensees, contractors or subcontractors, during the term of this Agreement and including, without limitation, payments of reasonable attorney fees and environmental inspection costs, except to the extent the same is caused by the gross negligence or willful act or omission of County.
- (b) Operator shall assume, protect, defend, reimburse, and indemnify County and its past, present and future officers, the members of the Board of County Commissioners, the employees and agents of County, and each of them, including without limitation the Airports Directors of County, and shall hold each and all of them, harmless at all times from and against any and all liabilities for compensation under any workers' compensation statute arising out of injuries sustained by any employee of Operator.

Operator also covenants that it shall cause its licensees, contractors and subcontractors to maintain in effect at all times workers' compensation insurance as required by law.

- (c) Without limiting the generality of any other provision hereof, Operator shall reimburse County for any and all reasonable attorney's fees and investigation expenses incurred by County in the defense and handling of said causes of action, suits and claims and in enforcing the provisions of this Agreement, excepting those expenses incurred by County in the defense and handling of said causes of action, suits and claims resulting from the gross negligence or willful act or omission of County.
- (d) Operator shall assume, protect, defend, reimburse and indemnify County from, and assume all liability for, and pay, all taxes and assessments, including but not limited to such taxes and assessments as may from time to time be imposed by County, if so authorized, which by law may be levied or assessed on the Leased Premises and any other premises occupied by Operator pursuant to this Agreement, or which arise out of or are incidental to the conduct of Operator's rental car operations and activities under this Agreement or by reason of Operator's occupancy of its Leased Premises or use of Airport facilities under this Agreement. Operator may, at its own risk, cost and expense, and at no cost to County, and without being deemed to be in default under this Agreement, contest, by appropriate judicial or administrative proceedings, the applicability or the legal or constitutional validity of any such tax or assessment, and County shall, to the extent permitted by law, execute such documents as are necessary to permit Operator to contest or appeal the same. Operator shall be responsible for obtaining bills for all of said taxes and assessments directly from the taxing authority and shall promptly deliver to the Airports Director copies of receipts for payment of such taxes. In the event that County receives said bills, it shall promptly mail the same to Operator.
- (e) County has paid Operator the sum of ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, as specified consideration for the above-stated indemnification in accordance with the provisions of the Florida statutes, Section 725.06. Furthermore, Operator acknowledges and agrees that in the calculation of Rentals, Fees, and Charges, and other payments to be made by Operator under this Agreement there is included additional consideration from County to Operator for said indemnification.
- (f) Without in any way limiting any other provision on the subject matter contained elsewhere in this Agreement, Operator agrees that all Operator obligations of indemnity specified in Sections 13.01 and 13.02 hereof shall survive expiration or termination of this Agreement.

13.03 Insurance Requirements - Operator shall, at its own cost and expense, procure and maintain in effect the following minimum insurance coverages at all times during the term of this Agreement, and, prior to or contemporaneously with the Commencement Date of this Agreement, shall deliver to Okaloosa County, Florida (the Certificate Holder), 602-C North

Pearl Street, Crestview, FL 32536, certificates of insurance, issued by a company or companies eligible to do business in the State of Florida, of recognized financial responsibility, evidenced by a minimum A.M. Best rating A+, Class X or higher in the Best's Key Rating Guide, and reasonably satisfactory to County evidencing the following coverage for Operator:

- (a) Workers' Compensation and Employers Liability Insurance for all employees engaged in operations under this Agreement. The limits of coverage shall be not less than:

- (1) Workers' Compensation - Florida Statutory
- (2) Employer's Liability \$1,000,000 - Limit Each Accident
 \$1,000,000 - Limit Disease Aggregate
 \$1,000,000 - Limit Disease Each Employee

The insurance secured and maintained by Operator shall provide Workers' Compensation insurance for all of its employees employed at, for, or in conjunction with Operator's Leased Premises and facilities or any premises authorized for use under this Agreement and for Operator's rental car concession operations and activities operated under its Concession Agreement with County or any site connected with the work, including supervision, administration or management, of the concession. No class of employee shall be excluded from the Workers' Compensation insurance coverage. In case any work is sublet, Operator shall require the subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the Consolidated Service Facilities and the concession, and such evidence of insurance shall be furnished the County not less than ten (10) days prior to the commencement of any and all subcontractual agreements which have been approved by the County. Workers' Compensation coverage shall include a waiver of subrogation in favor of Okaloosa County, Florida.

- (b) Commercial General Liability Insurance coverage which shall include, but not be limited to Premises and Operations, Personal Injury, Contractual for this Agreement, including coverage of Operator's indemnity obligations under Section 13.02 of this Agreement, Independent Contractors, Products and Completed Operations Coverage Liability Coverage. Coverage shall be applicable to the operation of all mobile and ground equipment at the Airport. The Commercial General Liability Insurance shall be maintained for a period of not less than three (3) years following final operations of Operator under this Agreement. Limits of coverage shall be not less than the following:

Bodily & Personal Injury and Property Damage Liability	\$5,000,000 Combined Single Limit Each Occurrence
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Fire Legal Liability	\$1,000,000
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- (c) Business Automobile Liability Insurance covering the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles. Limits of coverage shall be not less than:

Bodily and Personal Injury	\$2,000,000 Combined Single Limit
and Property Damage Liability	Each Occurrence

- (d) Pollution and Environmental Contamination Insurance coverage covering both sudden and accidental and non-sudden and non-accidental pollution and environmental contamination shall be provided. Limits of coverage shall be not less than the following:

Bodily & Personal Injury	\$5,000,000 Combined Single Limit
and Property Damage Liability	Each Occurrence

- (e) Each certificate of insurance required and provided hereunder shall be in the form and substance acceptable to the County and shall meet each and every one of the following requirements:

- (1) The certificate shall be issued by an authorized representative of the insurance company shown on the certificate and shall provide that the coverages referred to therein shall not be terminated, modified or not renewed until County has received thirty (30) days advance written notice thereof.
- (2) The certificates of insurance, or an attachment thereto, shall disclose any and all deductibles or self-insured retentions (SIRs). Deductibles or SIRs in excess of ten thousand dollars (\$10,000) will not be accepted unless specifically approved in writing by County's Risk Management Director, which approval will not unreasonably be withheld or denied. All deductibles or SIRs, whether approved by County or not, shall be the Operator's full responsibility.
- (3) In the event an insurance carrier should terminate, modify or not renew any of the above insurance coverages, Operator shall immediately contract with another insurance carrier to provide the requisite coverage and shall immediately deliver to the County a replacement certificate.
- (4) Each certificate and policy providing liability coverage shall name Okaloosa County, Florida, as additional insured under the policies. The definition of "Insured" or "Additional Insured" under Operator's policy or policies of insurance shall include subcontractors, subcontractors to subcontractors, and any associated or subsidiary companies of the Operator that are involved and which are part of the concession or this Agreement.
- (5) Each of the aforementioned certificates shall provide that the policies shall be primary to any other policies of insurance or self insurance maintained by County.

- (6) The acceptance or delivery to County of any certificate of insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or acceptance by County that the insurance requirements in this Agreement have been met.
 - (7) The County shall retain the right to reject all insurance contracts or certificates that do not meet the requirements of this Agreement.
 - (8) Operator shall deliver to the Purchasing Director of the County, thirty (30) days before the date of the renewal of any policy of insurance required hereunder, a renewal certificate meeting the requirements herein specified.
 - (9) No operations shall commence or continue by Operator at the Airport unless and until the required certificates of insurance are in effect and approved by County. In addition, Operator shall not allow any subcontractor (approved by County) to commence work under said subcontract unless and until all insurance required of said subcontractor has been received and approved by County.
 - (10) So long as the Concession Agreement between Operator and County remains in effect and so long as the insurance requirements contained in Section 13.02 of that agreement are the same as the insurance requirements in Section 13.03 of this Agreement, Operator may satisfy the requirements to provide certificates of insurance, as required in both agreements, by providing one (1) set of certificates evidencing said insurance and noting that the applicable coverage extends to both agreements.
- (f) Upon the reasonable request by County, Operator shall provide a certified, true and exact copy of any insurance policy required hereunder requested by County. Operator authorizes County to confirm with Operator's insurance agents, brokers and insurance companies all information furnished County as to its compliance with its insurance requirements, including any impairment to the aggregate limits of any policy.
 - (g) If any insurance policy provided under this Agreement contains an aggregate limits, it shall contain a provision or endorsement providing that the insurance coverage and limits provided under this Agreement shall not be subject to said aggregate limits for this Airport location and this Agreement.
 - (h) The insurance coverages and limits required of Operator under this Agreement are designed to meet the minimum requirements of County. They are not designed as a recommended insurance program for Operator. Operator retains the responsibility for assessing its total liability and physical risk exposures and managing these exposures, including the purchase of such additional insurance as may be required.
 - (i) If at any time County requests a written statement from the insurance companies as to any impairments to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to County.

- (j) Failure by Operator to take out or maintain, or the taking out or maintenance of any insurance required hereunder, shall not relieve Operator from any liability under this Agreement, nor shall the insurance requirements hereof be construed to conflict with or otherwise limit any contractual obligations (including but not limited to those of indemnification) of Operator contained herein.
- (k) Operator agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the Operator's knowledge, the Airports Director shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the Operator becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.
- (l) Operator shall not do or permit to be done anything, either by act or failure to act, which shall cause cancellation of any policy of insurance for its Leased Premises or any other part of the Airport. Further, if Operator shall do or permit to be done anything, either by act or failure to act, that shall cause an increase in the premiums for insurance for such Leased Premises or the Airport, Operator shall pay the amount of such increase, pursuant to invoices from County.
- (m) County shall have the right at the conclusion of each Agreement Year hereunder, upon the written recommendation of its Risk Management Director or insurance consultant, and after consultation with Operator and the other rental car operators, to make such modifications or alterations to insurance coverages and limits as may reasonably be required hereunder upon thirty (30) days written notice to Operator. Upon being given notice by County of said modifications and alterations, Operator shall promptly comply with said revised insurance requirements.

ARTICLE 14

TERMINATION AND DEFAULT UNDER AGREEMENT

- 14.01 Termination by County - Except as otherwise specifically provided for in this Agreement, the following provisions shall control termination of this Agreement by County. If any one or more of the following shall occur, then upon the occurrence of any such event or at any time thereafter during the continuance thereof, County may, at its option, immediately and without prior notice of default, terminate the lettings, licenses and other rights of Operator hereunder by sending written notice of termination by registered or certified mail to Operator at its address set forth in Section 17.06, which notice shall be deemed given and effective ten (10) days after mailing:
- (a) Operator shall become insolvent (as such term is defined under Section 101 of the Federal Bankruptcy Code, 11 U.S.C. 101 et seq. (the "Code"), or any successor statute thereto); or shall fail to pay its debts generally as they mature; or shall take the benefit of any present or future federal or state insolvency statute; or shall make a general assignment for the benefit of creditors; or file a voluntary petition in

bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Code or under any other law or statute of the United States or of any State thereof; or consent to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property; or an order for relief shall be entered by or against Operator under any chapter of the Code;

- (b) By order or decree of a court, Operator shall be adjudged a debtor or bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the readjustment of its indebtedness under the Code or under any other law or statute of the United States or any State thereof and such order or decree shall not be stayed or vacated within thirty (30) days of its issuance;
- (c) A petition under any chapter of the Code or an action under any federal or state insolvency law or statute shall be filed against Operator and shall not be dismissed or stayed within thirty (30) days after the filing thereof;
- (d) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator or other similar official shall take possession or control of all or substantially all of the property of Operator and such possession or control shall continue in effect for a period of thirty (30) days;
- (e) Operator shall become a corporation in dissolution;
- (f) The letting, license or other interest of or rights of Operator hereunder shall be transferred to, pass to, or devolve upon, by operation of law or otherwise, any other person, firm, corporation or other entity, by, in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation or other proceedings or occurrence described in paragraphs (a) through (e) of this Section 14.01; or
- (g) Operator shall fail to maintain in effect the Agreement Security required in the amount specified in Section 7.06 or the insurance required by Section 13.03 of this Agreement;
- (h) Operator shall fail on three separate occasions during any twelve consecutive month period to make any Rental, Fee, and Charge payment or any other CFC remittance payment to County when due;
- (i) The failure of Operator to comply with one or more obligations under this Agreement when required on three (3) separate occasions during any twelve (12) month consecutive period;
- (j) Operator shall voluntarily discontinue its operations at the Leased Premises or rental car business at the Airport for a period of thirty (30) consecutive days or, after exhausting or abandoning any further appeals, Operator shall be prevented for a period of ninety (90) consecutive days by action of any governmental agency, other

than County, from conducting its rental car business at the Airport, except with respect to any such governmental action affecting operators generally at the Airport.

- (k) If Operator's Concession Agreement is terminated by County for reasons of default by Operator.

14.02 Merged Corporation - If Operator shall become a merged corporation in a merger or a constituent corporation in a consolidation which is prohibited pursuant to Section 15.01 or Section 15.05, County may, at its option, terminate the lettings, licenses and other rights of Operator hereunder upon ten (10) days prior written notice of termination sent by registered or certified mail to Operator at its address set forth in Section 17.06, which notice shall be deemed given and effective ten (10) days after mailing.

14.03 Default for Non-Payment - If Operator shall fail to duly and punctually pay any Rental, Fee or Charge, CFC, or any other amount required to be paid hereunder or shall fail to make payment when due of any other sum required to be paid to County pursuant to this Agreement, then County may, if such default is not cured within ten (10) days after receipt of written notice thereof with respect to such non-payment of said Rental, Fee or Charge, or CFC and thirty (30) days with respect to the non-payment of any other fee or charge, at its option, terminate the lettings, licenses and other interests and rights of Operator hereunder, by sending written notice of termination by registered or certified mail to Operator at its address set forth in Section 17.06, which notice shall be deemed given and effective when mailed.

14.04 Additional Events of Default - If any one or more of the following shall occur, then upon the occurrence of any such event or at any time thereafter during the continuance thereof, County may, at its option, terminate the lettings, licenses, and other rights of Operator hereunder by sending written notice of termination by registered or certified mail to Operator at its address set forth in Section 17.06, which notice shall be deemed given and effective when mailed:

- (a) A lien shall be filed against the Leased Premises, the Consolidated Service Facilities, or any portion thereof because of any act or omission of Operator, and shall not be discharged within thirty (30) days after receipt of notice or other knowledge thereof by Operator, unless Operator shall within the aforesaid thirty (30) days after receipt of notice or other knowledge thereof by Operator furnish to County security in such form and as County's legal counsel shall prescribe to protect the interests of County; or
- (b) Operator shall fail to keep, perform and observe any term, condition, provision, warranty or covenant of this Agreement for a period of thirty (30) days after written notice specifying such failure is given to Operator by County; provided, however, that any such failure which can be remedied, but which cannot with due diligence be remedied within such thirty (30) day period, shall not give rise to County's right to terminate this Agreement if corrective action is instituted by Operator within the applicable period and diligently pursued until the failure is remedied.

14.05 County Rights Upon Default - Notwithstanding any other provision in this Agreement, Operator agrees that upon any default in payment under this Agreement or upon the failure by Operator to comply with any other term, condition, provision, warranty or covenant hereof and Operator's failure in each case to cure such default or failure within any applicable grace period granted hereunder, County may:

- (a) Terminate this Agreement without discharging any of Operator's obligations hereunder and exclude Operator from its Leased Premises and the Airport;
- (b) Terminate Operator's Concession Agreement without discharging Operator's obligations thereunder and exclude Operator from the Leased Premises thereunder and the Airport;
- (c) Without terminating this Agreement, exclude Operator from its Leased Premises and use its best efforts to lease such Leased Premises to another rental car operator, holding Operator liable for all Operator's Rentals, Fees, and Charges, CFCs and other payments due hereunder up to the effective date of such leasing and for the excess, if any, of Rentals, Fees, and Charges, CFCs and other amounts payable by Operator under this Agreement for the remainder of the term of this Agreement over the Rentals, Fees, and Charges, CFCs and other amounts which are paid by such new Operator under such new agreement; and
- (d) From time to time, take whatever action at law or in equity appears necessary or desirable to collect Operator's Rentals, Fees, and Charges, CFCs and any other amounts payable by Operator hereunder then due and thereafter to become due, and to enforce the performance and observance of any obligation, agreement or covenant of Operator under this Agreement.
- (e) It is understood and agreed that the rights and remedies set forth in this Section 14.05 shall be in addition to all other rights and remedies which are or may be available to County at law or in equity.

14.06 County Rights Cumulative - All the rights and remedies hereinbefore given to County shall be cumulative and concurrent, including but not limited to those provided for in Sections 14.05(a) and (b) above. No termination of this Agreement or the taking or recovering of the Leased Premises shall deprive County of any of County's rights or remedies or actions against Operator for Rentals, Fees, and Charges, CFCs or other payments due hereunder or any other amount due or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for Operator's Rentals, Fees and Charges, CFCs or any other payment due hereunder on breach of covenant, or the resort to any other right or remedy herein provided for the recovery of Operator's Rentals, Fees and Charges, CFCs or any other amount due be construed as a waiver of the right to obtain possession of the Leased Premises.

14.07 Operator's Rights Upon County Default - Operator's sole remedy for any County default under this Agreement shall be an action in contract for damages or an action seeking specific performance by County.

- 14.08 Change of Agreement Term - Notwithstanding the provisions of this Article 14 hereof automatically, and immediately upon any occurrence of an event of default described in Sections 14.01(a) through (f) hereof, the term of this Agreement shall convert to month-to-month, commencing on the date of the automatic conversion, and in addition to its rights under this Article 14, either party shall have the right to terminate the Agreement upon thirty (30) days written notice from County to Operator, or from Operator to County.

The conversion of the term of this Agreement pursuant to this Section 14.08 shall not discharge any of Operator's obligations hereunder nor affect any of County's other remedies set forth herein.

- 14.09 Removal of Operator's Property - The personal property placed or installed at or on the Airport by Operator, including, but not limited to, trade fixtures and trade equipment, shall remain the property of Operator and must be removed on or before the expiration of the term or the expiration of any extension or renewal hereof at Operator's sole risk and expense. Any damage to the Leased Premises or the Airport or any portion thereof resulting from such removal shall be paid for by Operator. In the event of termination of this Agreement, Operator shall have thirty (30) days after such termination during which to remove such property. However, County shall have the right to assert such lien or liens against said property as County may by law be permitted. County's rights to assert any lien against Operator's property, as aforesaid, shall not extend to Operator's fleet vehicles if and to the extent that Operator's vehicle or other financing agreements prohibit or preclude such actions. So long as any such property remains on the Leased Premises or on the Airport, Operator's obligation to pay Operator's Rentals, Fees, and Charges, CFCs and other payments due County hereunder shall continue.

If Operator's property is not removed as herein provided, County may, at its option, after written notice to Operator and at Operator's sole risk and expense, remove such property to a public warehouse for deposit, or retain the same in County's possession and after the expiration of thirty (30) days sell the same, the proceeds of which shall be applied first to the expenses of such removal and sale, second to any sum owed by Operator to County, and any balance remaining shall be paid to Operator. County's right to sell Operator's property, as aforesaid, shall not apply to Operator's fleet vehicles if and to the extent that Operator's vehicle or other financing agreements preclude such actions.

- 14.10 No Waiver by County - A failure by County to take any action with respect to any default or violation by Operator of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish or constitute a waiver of any rights or remedies of County to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default. The acceptance by County of payment for any period or periods after a default or violation of any of the terms, conditions, and covenants of this Agreement shall not constitute a waiver or diminution of, nor create any limitation upon any right of County pursuant to this Agreement to terminate this Agreement for subsequent violation or default, or for continuation or repetition of the original violation or default.

- 14.11 Agreement to Pay Attorneys' Fees and Expenses - When an event of default by Operator has occurred and County retains attorneys (or uses the services of County counsel) or incurs other costs and expenses for the collection of Rentals, Fees, and Charges, CFCs or other payments due hereunder, or for the enforcement or performance or observance of any covenant or obligation or agreement on the part of Operator herein contained, and if County is successful in obtaining judgement against Operator, or in obtaining a settlement with Operator, Operator shall pay to County the fees and expenses of such attorneys and such other costs and expenses incurred by County in taking such action.

ARTICLE 15

ASSIGNMENT, SUBLEASE AND TRANSFERS

- 15.01 Prohibition Against Assignment and Sublease - Operator covenants that it shall not assign, sublet, transfer, convey, sell, mortgage, pledge or encumber the Leased Premises or any part thereof, this Agreement or any part thereof, or any rights of Operator hereunder or allow the use of such Leased Premises or any rights hereunder, in whole or in part, without the prior written consent of County. Consent by County to any type of transfer described in this Section 15.01 or elsewhere in this Agreement shall not in any way be construed to relieve Operator from obtaining further authorization from County for any subsequent transfer of any nature whatsoever. Without in any way limiting the foregoing provisions, Operator shall not be permitted to assign, sublet, transfer, convey or sell the Leased Premises, or any part thereof, or any rights of Operator hereunder, or allow the use of such Leased Premises, or any rights hereunder, in whole or in part, in any way which would directly or indirectly violate the covenants and restrictions contained in Article 5 of this Agreement.
- 15.02 Operator's Survival Obligations - Notwithstanding any assignment, sublet or any other transfer of the Leased Premises under this Agreement, or any rights hereunder, Operator shall remain fully liable for the payment of all of its Rentals, Fees, and Charges, CFCs and other payments due County under this Agreement and fully responsible for the performance of all of its other obligations hereunder, unless and to the extent that County provides a specific written release to Operator in its written consent provided pursuant to Section 15.03 hereof.
- 15.03 Request for Assignment/Sublease - Any and all requests by Operator seeking authorization under Section 15.01 shall be made in writing by certified mail to the Airports Director at County's address set forth in Section 17.06 of this Agreement.
- 15.04 Unauthorized Assignment or Sublease - If any transfer of Operator's interest hereunder shall occur, whether or not prohibited by Section 15.01 or Section 15.05, County may collect Rentals, Fees, and Charges, CFCs and any other payments due County under this Agreement from any purported assignee, sublessee or transferee of Operator, and in such event shall apply the net amount collected to Rentals, Fees, and Charges, CFCs and any other payments payable by Operator under this Agreement without such action by County releasing Operator from this Agreement or any of its obligations hereunder. If any transfer

prohibited by Section 15.01 or Section 15.05 shall occur without authorization of County and County collects Rentals, Fees, and Charges, CFCs and any other payments due County under this Agreement from any purported assignee, sublessee or transferee of Operator and applies the net amount collected in the manner described in the preceding sentence, such actions by County shall not be deemed to be a waiver of the covenant contained in Section 15.01 or Section 15.05 or constitute acceptance of such assignee, sublessee or transferee by County or release Operator from this Agreement or any of its obligations hereunder.

- 15.05 Change of Control - Any other provision of this Article 15 or any other provision of this Agreement notwithstanding, any transfer in control of Operator's entity structure, whether by action of Operator or by operation of law, shall likewise require approval and consent of County pursuant to Section 15.01 hereof. Without limiting the generality of the foregoing, for purposes of this Agreement, the transfer of forty percent (40%) or more of Operator's stock (if a corporation) during any 12-month period shall constitute a change in control. Any transfer of control not so authorized shall be a violation of the covenants of Section 15.01 enabling County to exercise any and all rights of County under Section 15.04.

ARTICLE 16

BONDS AND GOVERNMENTAL RIGHTS AND COVENANTS

- 16.01 Provisions Relating to Issuance of Bonds - Operator shall comply with the following provisions related to the issuance of bonds by County:
- (a) This Agreement and all rights granted to Operator hereunder are expressly subordinated and subject to any lien, covenants (including the rate covenants), and provisions of the pledge, transfer, hypothecation, or assignment made or hereafter made by County in any trust indenture, ordinance or resolution under which bonds are issued for the Airport, including any amendments and supplements thereto. County and Operator agree that to the extent granted or required by any trust indenture or law, the holders of the bonds or their designated representatives shall have the right to exercise any and all rights of County hereunder.
 - (b) Operator understands that County has issued bonds and subsequently may be the issuer of additional bonds during the term of this Agreement, including but not limited to bonds to finance the construction of the Consolidated Service Facilities for the rental car operators as described in Article 3 of this Agreement. With respect to bonds that have been issued or may be issued in the future, the interest on which is intended to be excludable from gross income from the holders of such bonds for Federal income tax purposes under the Internal Revenue Code of 1986, including tax exempt bonds, if any, used to finance the construction of any portion of the Consolidated Service Facilities or any other improvement serving or related to said facilities, Operator agrees that it will not act, or fail to act (and will immediately cease and desist from any action, or failure to act) with respect to the use of the Leased Premises, if the act or failure to act may cause County to be in noncompliance with the provisions of the Internal Revenue Code of 1986 as they may be amended,

supplemented, or replaced, or the regulations or rulings issued thereunder, nor will Operator take, or persist in, any action or omission which may cause the interest on the tax-exempt bonds either (1) not to be excludable from the gross income of the holders thereof for Federal income tax purposes; or (2) to become subject to the alternative minimum tax (AMT) for Federal income tax purposes if such bonds were not originally subject to said tax.

- (c) Operator agrees that in connection with any issuance of bonds by County, upon reasonable advance written request, Operator will deliver to County a statement in writing certifying:
 - (1) that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that the Agreement as modified is in full force and effect);
 - (2) that County is not in default under any provision of this Agreement, or, if in default, the nature thereof in detail; and
 - (3) such further matters as may be reasonably requested by County, it being intended that any such statement may be relied upon by the parties involved in such issuance of bonds.
- (d) Operator agrees that upon the request of County, Operator will provide to County such information with respect to Operator as County deems reasonably necessary in order for County to comply with the requirements of Rule 15c2-12, as amended (the "Rule"), under the Securities Exchange Act of 1934, as amended (the "Act"). Operator agrees that, if at any time while bonds remain outstanding, Operator is no longer complying with the reporting requirements under the Act and if Operator is an "obligated person" as defined in the Rule, Operator will provide to County such information with respect to Operator as is necessary in order to comply with the Rule.

16.02 County Right to Improve Airport

- (a) County has, has had and shall continue to have the absolute right to develop, expand, improve and renovate the Airport, including but not limited to, its apron and taxiways, the Terminal Building and other Airport facilities, including facilities for parking and rental car operations, regardless of the desires or views of Operator and without interference or hindrance from Operator and without any liability to Operator; and County may continue to so develop, expand, improve and renovate the Airport, including but not limited to, its apron and taxiways, Terminal Building and other Airport facilities, including facilities for parking and rental car operations, throughout the term of this Agreement.
- (b) Upon reasonable notice, during Operator's normal business hours, County shall have the right to enter Operator's Leased Premises to perform any of County's obligations hereunder, exercise any of its rights hereunder or in the exercise of its governmental functions, or in the event of any alteration, improvement or construction on, adjacent

to or in the vicinity of Operator's Leased Premises, for purposes related thereto. Notwithstanding the foregoing, in an emergency, County shall have the absolute right to enter Operator's Leased Premises to perform or exercise any of the aforementioned obligations or rights.

- (c) In addition to those rights reserved by County in Section 16.02 (a) and (b) above, County reserves the right from time to time as may be reasonably necessary to close, relocate, reconstruct, change, alter or modify Operator's Leased Premises for purposes of maintaining or constructing improvements, modifications or expansions to the Airport, provided that:
 - (1) At least sixty (60) days prior written notice of any such action is given by County to Operator.
 - (2) Reasonably convenient and equivalent alternative premises and adequate means of ingress and egress thereto shall be made available to Operator. Such alternative premises shall be subject to Operator's reasonable approval.
 - (3) Operator shall continue to pay all Rentals, Fees and Charges, CFCs and all other payments applicable under this Agreement with respect to its Leased Premises and other facilities available for its use during any such temporary relocation (with Rentals adjusted for any decrease in square footage); provided, however, that County shall reimburse Operator for the reasonable costs associated with any necessary relocation.

16.03 Reservation of Air Navigation Rights - 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 Airport, including but not limited to Operator's Leased Premises, for navigation or flight in said airspace for landing on, taking off from, or operating at the Airport. This reservation of air navigation rights is with respect to County's operations authorized under its Joint Use Agreement and USAF Lease with the United States of America.

16.04 Nondiscrimination - To the extent that the following provisions are applicable to Operator's Leased Premises or activities on the Leased Premises or at the Airport and the inclusion of such provisions is required by law, grant agreement or contract, Operator agrees to observe and comply with said provisions:

- (a) Operator agrees that in its use of the Leased Premises and in the operation of its rental car business, activities and operations at the Airport, it shall not discriminate against any person by reason of sex, race, color, religion, national origin, disability or handicap in the use of any of the facilities provided for the public at the Airport.
- (b) Operator, for itself, its successors in interest and assigns, as a part of the consideration therefor, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained or otherwise operated on the property described in this Agreement 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, Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of the breach of any of the above nondiscrimination covenants, County shall have the right to terminate this Agreement and to reenter and repossess the Leased Premises and the facilities thereon, and hold the same as if said Agreement had never been made or issued. Unless precluded by the provisions of the above assurance or regulation, County shall follow the notice and termination provisions contained in Section 14.04(b) of this Agreement.

- (c) Operator, for itself, its successors in interest and assigns, as a part of the consideration therefor, does hereby covenant and agree, as a covenant running with the land, that:
 - (1) No person on the grounds of sex, race, color, religion, national origin or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
 - (2) In the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of sex, race, color, religion, national origin or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination
 - (3) Operator (whether a grantee, licensee, lessee, permittee, etc.) shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of the breach of any of the above nondiscrimination covenants, County shall have the right to terminate this Agreement and to reenter and repossess the Leased Premises and the facilities thereon, and hold the same as if said Agreement had never been made or issued. Unless precluded by the provisions of the above assurance or regulation, County shall follow the notice and termination provisions contained in Section 14.04(b) of this Agreement.

- (d) Operator assures County that it shall undertake an affirmative action program if required by Title 14, Code of Federal Regulations, Part 152, Subpart E, to ensure that no person shall, on the grounds of sex, race, color, religion, national origin, or handicap, be excluded from participating in any employment activities covered in Title 14, Code of Federal Regulations, Part 152, Subpart E. Operator assures that no person shall be excluded on these grounds from participating in or receiving the

services of any program or activity covered by said Subpart E. Operator assures that it will require that its covered suborganizations to provide assurances to Operator that they similarly shall undertake an affirmative action program and that they shall require assurances from their suborganizations, if and as required by Title 14, Code of Federal Regulations, Subpart E, to the same effect. Operator assures that it shall furnish to the United States government or County, if and as required by law, any and all documents, reports, and records, including, but not limited to, an affirmative action plan, Form EEO-1, the submission of which are required by Title 14, Code of Federal Regulations, Part 152, Subpart E.

- 16.05 Accessibility of Physically Handicapped - To the extent the requirements of Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 27, and Titles II and III of the Americans with Disabilities Act of 1990 apply to the Leased Premises and Operator's facilities thereon or the operation and/or construction or acquisition of any improvement, equipment or facilities by Operator on the Leased Premises or the Airport or any part thereof, such improvement and equipment shall be provided and improvement and facilities shall be designed, constructed, and operated, so that the improvement, equipment or facility is accessible to and usable by handicapped persons. To assure such design, construction and use, Operator will design and construct the improvement, equipment or facility in accordance with the Uniform Federal Accessibility Standards ("UFAS") and/or the American National Standards Institute "Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped" (ANSI A 117.1 1961 [R-1971]), as applicable, which standards are incorporated herein and made a part of this Agreement.
- 16.06 Disadvantaged Business Enterprise Program - In the event that Operator is not certified by County as a Disadvantaged Business Enterprise, Operator shall, to the extent possible, use or obtain the services, goods and products it needs to operate its Leased Premises within the Consolidated Service Facilities, from Disadvantaged Business Enterprises (DBEs) as defined in 40 CFR Part 23, and as certified by County or by the Florida Department of Transportation acting on behalf of County, in the conduct of its business and operations at the Airport; in order to enable it to achieve the DBE goal included within its bid to County for its Concession Agreement. Operator agrees that for each year during this Agreement, Operator will make a good faith effort to purchase services, goods and products from DBEs in an aggregate which will equal or exceed Operator's goal for each Agreement Year under its Concession Agreement. In order to ensure compliance with the foregoing DBE requirement, Operator agrees to the following:
- (a) Upon the execution of this Agreement, and by October 1 of each succeeding Agreement Year of the term, Operator will furnish to County's DBE Officer at the Airport the final program it will be utilizing during the next twelve-month period to achieve its DBE goal under its Concession Agreement, including the names and certifications of the DBEs it plans to utilize. Only those firms which have been certified as DBEs under the County's program may be counted toward the DBE goal. If a DBE must be replaced for any reason, Operator agrees that it will be replaced with another DBE or, if not replaced with a DBE, Operator shall demonstrate to County it made a good faith effort to do so.

- (b) Within ninety (90) days after the end of each Agreement Year during the term hereof, Operator will furnish County with a report certified by an officer of Operator's corporation, showing Operator's total Gross Receipts under its Concession Agreement at the Airport for said Agreement Year and Operator's total purchase of services, goods and products for business at the Airport during that twelve (12) month period, and the percentage of such purchases made from DBEs, and the exact amount paid to each DBE, by name.
 - (c) Should the report show that Operator did not meet its goal, then Operator shall also furnish with the report a detailed description as to why it was not met, along with documentation of its good faith efforts.
 - (d) If Operator fails to meet the established goal for any Agreement Year and fails to demonstrate good faith efforts to meet the goal, then Operator shall be in default under this Agreement.
- 16.07 DBE Assurance - Operator shall comply with the following assurances required by Title 49, Part 23 of the Department of Transportation Regulations ("49 CFR Part 23"):
- (a) This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Operator, concessionaire or contractor, agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.
 - (b) The Operator, concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 40 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreements.
- 16.08 Passenger Facility Charge Regulation - To the extent that the provisions of 14 CFR Part 158 (the "Passenger Facility Charge Regulation") or any assurance issued pursuant thereto is or becomes applicable to the Leased Premises or Operator's activities under this Agreement, Operator agrees to comply with the requirements of said Passenger Facility Charge Regulation and any applicable assurance issued pursuant thereto.
- 16.09 Prohibition Against Exclusive Rights - It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide rental car services to the public, and County reserves the right to grant to others the privileges and right of conducting any or all activities related to the operations of a rental car concession.
- 16.10 Government Inclusion - Operator covenants and agrees that this Agreement shall be subordinated to the provisions of any existing or future agreement between County and the United States Government, including the County's agreements with the United States Air

Force relative to the operation and maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development of the Airport or the continued operation or certification of the Airport.

16.11 Compliance with Environmental Laws - Operator covenants, represents, and warrants that in conducting any activity or business on the Leased Premises or at the Airport, or in conducting any operation or performing any work pursuant to this Agreement, Operator shall comply with all applicable Environmental Laws. Operator further covenants, represents and warrants that:

- (a) Operator shall obtain and maintain all Environmental Permits required for it to conduct its activities and business on the Leased Premises and at the Airport.
- (b) At County's request, Operator shall make available to County for inspection and copying, upon reasonable notice and at reasonable times, any and all documents and materials which Operator prepared or had prepared with respect to or pursuant to any Environmental Law or Environmental Permit, or which Operator submitted or had submitted to any governmental agency, which documents or materials relate to environmental issues, Environmental Laws or Environmental Permits, or pertain to the Airport or the Leased Premises, and would be discoverable in litigation.
- (c) County and its representatives shall have access to the Leased Premises, upon prior notice to Operator, to inspect the same in order to determine if Operator is using the Leased Premises in accordance with all Environmental Laws and Environmental Permits. Operator agrees to fully cooperate with any such inspections, provided that such inspections shall not unreasonably interfere with Operator's operations. Upon receipt of written notification of noncompliance or upon assertion of a claim by a third party, and at the request of County, Operator shall conduct such testing and analysis as County deems reasonable to ascertain whether Operator is using the Leased Premises in compliance with all Environmental Laws and Environmental Permits. Any such tests shall be conducted by qualified independent experts chosen by Operator, but who shall be subject to County's approval, which shall not be unreasonably withheld. Operator shall provide to County copies of all reports prepared by such experts within a reasonable time after Operator receives each such report.
- (d) If Operator fails to comply with any Environmental Law or Environmental Permit or if Operator fails to commence immediate corrective action or required Environmental Remediation, County may, in addition to the rights and remedies described elsewhere in this Agreement and any other rights and remedies otherwise available to County, enter the Leased Premises and take all reasonable and necessary actions, at Operator's expense, to ensure such compliance with the Environmental Law or Environmental Permit. County shall provide Operator with five (5) business days written notice of such action, and provide Operator with the final opportunity to comply with such Environmental Law or Environmental Permit, or to take the appropriate corrective action or Environmental Remediation.

- (e) In the event of any release or threatened release of Hazardous Materials caused by Operator or any of its agents, employees, invitees, licensees, contractors, or subcontractors, which is required by an applicable Environmental Law or County Rule or Regulation to be reported by Operator, whether as a result of negligent conduct or otherwise, at, on, under or about the Leased Premises or the Airport, or in the event any claim, demand, complaint, or action is made or taken against Operator in connection with any part of Operator's business that causes a release or threatened release of Hazardous Materials at the Leased Premises or pertains to an environmental condition at the Leased Premises or the Airport, or if Operator receives any notice pertaining to Operator's failure or alleged failure to comply with any Environmental Law or Environmental Permit, Operator shall promptly notify County of all known facts pertinent to such release, threatened release, claim, demand, complaint, action, or notice, and shall provide County with a copy of each such claim, demand, complaint, notice, and action. If Operator is required by any Environmental Law, Environmental Permit, or governmental agency to file any notice or report of a release or threatened release of Hazardous Materials at, on, under or about the Leased Premises or the Airport, Operator shall simultaneously provide a copy of such notice or report to County.
- (f) Operator shall undertake all necessary steps to remedy and remove any Hazardous Materials, environmental pollution, contamination, condition, or damage to the extent caused by or resulting from the activities, conduct or presence of Operator or any of its agents, employees, invitees, licensees, contractors, or subcontractors on the Leased Premises or at the Airport, whether resulting from negligent conduct or otherwise, as determined by the appropriate governmental agency with jurisdiction over environmental matters at the Leased Premises to be necessary to reasonably protect the public health or safety to the extent required by applicable law, or to bring the Leased Premises or the Airport into compliance with all Environmental Laws and Environmental Permits. Such work shall be performed at Operator's expense. Except in the event of an emergency, such work shall be performed after Operator submits to County a written plan for completing such work and receives the prior approval of County, which shall not be unreasonably withheld. County shall have the right to review and inspect all such work at any time using consultants and representatives of its choice. The actual cost of such review and inspection shall be paid by Operator. Specific cleanup levels for any Environmental Remediation work Operator performs shall be designed to meet and satisfy the requirements of all applicable Environmental Laws and Environmental Permits, including the imposition of any institutional control as may reasonably be required to attain such cleanup standard(s) that (i) prohibits the use of groundwater at the site for residential, agricultural, recreational, industrial or commercial purposes or (ii) restricts the redevelopment of the site for residential purposes, without express written governmental preapproval. Operator warrants that all work performed pursuant to this Agreement shall be performed in accordance with all Environmental Laws and Environmental Permits, specifically including without limiting the generality of the foregoing any applicable National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 C.F.R. 61.145.

- (g) Notwithstanding the obligations imposed on Operator in paragraph (f) of this Section of the Agreement, County and other Federal, state, and local agencies having jurisdiction shall at all times have the right, should Operator fail to respond to a notification, after a specified cure period, if any, or immediately if necessary to remediate further contamination, to take any and all actions as they may individually or collectively deem appropriate to cease, contain, investigate, remediate, and otherwise respond to a condition which results from, causes, or threatens to cause the release or threatened release of Hazardous Materials or cause environmental pollution, contamination, or damage at, under or about the Leased Premises or the Airport. Operator agrees to cooperate with any and all such actions.
- (h) County shall not be responsible to Operator or any of its agents, employees, invitees, licensees, contractors, or subcontractors for any environmental condition in existence on the Leased Premises or at the Airport, which condition may interfere with Operator's business or other operations or activities, or which might otherwise cause damage to Operator through loss of business, destruction of property, or injury to Operator, its owners, directors, officers, agents, employees, customers, clients, vendees, invitees, concessionaires, or licensees, except to the extent that any such condition is directly caused by County, its employees, or agents acting within the scope of their authority.

16.12 Operator's Environmental Indemnity - With respect to Environmental Laws and Environment Permits, Operator agrees as follows:

- (a) Without in any way limiting Operator's obligations under Article 13 hereof, Operator shall assume the risk of, be responsible for, protect, defend, indemnify and hold harmless County and its past, present and future officers, the members of the Board of County Commissioners, the employees and agents of County, and each of them, including without limitation the Airports Directors of County, and shall hold each and all of them harmless at all times from and against any and all losses, claims, liabilities, damages, costs, and expenses, including reasonable attorneys fees, which may be incurred in connection with any actual, threatened, or potential release of Hazardous Materials or environmental pollution, contamination, condition, or damage to the extent caused by or resulting from any activity, conduct, or presence of Operator or any of Operator's directors, officers, agents, contractors, subcontractors, or employees at the Airport or from Operator's failure to comply with any Environmental Law or Environmental Permit.
- (b) All rights and remedies of County as provided in this Agreement with regard to the release or threatened release of Hazardous Materials or environmental pollution, contamination, damage, or any actual or threatened violations of any Environmental Law or Environmental Permit shall be deemed cumulative in nature; and County's right to indemnification as provided under this Section shall survive the termination of this Agreement.

16.13 Stormwater - Operator shall comply with the following provisions with respect to stormwater management at or from the Airport:

- (a) Notwithstanding any other provisions or terms of this Agreement, Operator acknowledges that certain properties within the Airport, or on County-leased land, are subject to stormwater rules and regulations. Operator agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Airport property and uses thereof.
- (b) County and Operator will cooperate to insure compliance with any United States Air Force, County, State of Florida, or United States of America stormwater discharge permit terms and conditions applicable to the Airport or Eglin Air Force Base, as well as to insure safety and to minimize cost of compliance. Operator acknowledges further that it may be necessary to undertake such actions to minimize the exposure of stormwater to "significant materials" generated, stored, handled, or otherwise used by Operator, as such term may be defined by applicable stormwater rules and regulations, by implementing and maintaining appropriate and relevant "best management practices" as that term may be defined in applicable stormwater rules and regulations.
- (c) To the extent permissible, County will invite Operator to participate in discussions with the Florida EPA, the United States of America EPA, or the United States Air Force regarding discharge permit requirements and shall provide Operator with written notice of, and afford the Operator the opportunity to define the extent of, any stormwater discharge permit requirements applicable to Operator and with which Operator will be obligated, pursuant to this Agreement or otherwise, to comply with from time to time, including certification of non-stormwater discharges; collection of stormwater samples; preparation of stormwater pollution prevention or similar plans; implementation of best management practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Operator agrees to undertake, at its expense, unless otherwise agreed to in writing between County and Operator, those stormwater permit requirements for which it is reasonably responsible and for which it has received written notice from County and which are applicable exclusively to Operator, and Operator agrees that it will hold harmless and indemnify County for any violations or non-compliance by Operator with any such permit requirements.

ARTICLE 17

GENERAL PROVISIONS

17.01 Quiet Enjoyment - To the extent of its authority to provide the same under the USAF Lease and Joint Use Agreement between the United States of America and the County, and to the extent permitted under the USAF Lease and the Joint Use Agreement, County covenants that, if Operator shall perform all obligations and make all payments as provided herein, Operator shall peaceably have and enjoy the Leased Premises and all the rights, licenses,

privileges, appurtenances, and facilities granted herein; provided, however, that the foregoing covenants shall be binding on County only so long as it is the operator of the Airport and has the authority to make this covenant under the foregoing agreements.

17.02 Surrender - Operator covenants and agrees to yield and deliver peaceably to County possession of the Leased Premises on the date of the cessation of the letting hereunder, whether such cessation be by termination, expiration or otherwise, promptly and in as good condition as at the commencement of the letting, or, if improved, in as good condition as of the completion date of the last improvement made to the Leased Premises, excepting reasonable wear and tear.

17.03 Force Majeure

(a) Neither party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder to the extent due to acts, events or conditions beyond its control, including, but not limited to, acts of God, acts of a public enemy, war, blockade, insurrection, strikes, boycotts, picketing, slow-downs, work stoppages or other labor actions affecting the rights or obligations of County or Operator hereunder, their respective contractors or subcontractors, except to the extent that such failure, delay or interruption directly or indirectly results from failure on the part of County or Operator to use reasonable care to prevent, or make reasonable efforts to cure, such failure, delay or interruption; provided, however, that, except as herein specifically provided, nothing in this section is intended or shall be construed to abate, postpone or in any respect diminish Operator's obligations to make payments of Rentals, Fees, and Charges, CFCs, Extraordinary Coverage Protection Payments, and any other payments when due to County pursuant to this Agreement.

(b) County shall be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any law, ordinance, rule, regulation, requirement, order or directive of any federal, state, county or municipal government having jurisdiction. County shall also have the right to manage and employ procedures to effectuate energy conservation measures at the Airport and Operator shall fully cooperate with County in these efforts.

17.04 No Co-Partnership or Agency - It is understood and agreed that nothing herein contained is intended or shall be construed to in any respect create or establish the relationship of co-partners between the parties hereto, or as constituting either party as the general representative or agent of the other party for any purpose whatsoever.

17.05 No Personal Liability - No past, present or future officer, member, official, director, agent or employee of either party or the United States of America shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval, or attempted execution of this Agreement.

- 17.06 Notices - Except as otherwise expressly provided in this Agreement, all notices, consents, approvals and other communications provided for under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or by receipted overnight delivery, to County and Operator at the following addresses:

by U.S. Mail

COUNTY

Mr. Greg Donovan, A.A.E.	copy to: Mr. Jack Allen
Airports Director	County Contracts Coordinator
Northwest Florida Regional Airport	Okaloosa County, Florida
State Road 85 North	602-C North Pearl Street
Eglin AFB, FL 32542	Crestview, FL 32536

OPERATOR

Mr. Simon Ellis
Vice President
Simply Wheelz, LLC dba Advantage Rent A Car
225 Brae Boulevard
Park Ridge, NJ 07656

by Overnight Delivery

COUNTY

Mr. Greg Donovan, A.A.E.	copy to: Mr. Jack Allen
Airports Director	County Contracts Coordinator
Northwest Florida Regional Airport	Okaloosa County, Florida
State Road 85 North	602-C North Pearl Street
Eglin AFB, FL 32542	Crestview, FL 32536

OPERATOR

Mr. Simon Ellis
Vice President
Simply Wheelz, LLC dba Advantage Rent A Car
225 Brae Boulevard
Park Ridge, NJ 07656

or to such other person or address as either County or Operator may from time to time designate by notice to the other in accordance with this section.

- 17.07 Entire Agreement - This Agreement, including the attached exhibits and endorsements, if any, embodies the entire agreement between County and Operator relating to the subject matter hereof, supersedes all prior agreements and understandings, written or oral, express or implied between County and Operator relating thereto. This Agreement, including the attached exhibits and endorsements, if any, may not be changed, modified, discharged or extended except by written amendment duly executed by the parties.

- 17.08 No Third Party Beneficiaries - Each of the parties hereto has entered into this Agreement solely for its own benefit, and it is their intent that no third party shall have a right to claim damages or bring any suit, action or other proceeding by or against either of the parties hereto because of any breach hereof, excepting solely the United States of America so long as it is the owner of Airport property or a person to whom this Agreement is sublet, transferred or assigned as herein provided. Except as may otherwise be provided in Section 13.03 of Article 13 hereof, the foregoing provision shall not apply to insurance subrogation rights vested or arising in third parties resulting from insurance policies related to this Agreement.
- 17.09 Construction of Agreement - Regardless of which party hereto is responsible for the preparation and drafting of this Agreement, it shall not be construed more strictly against either party.
- 17.10 Severability - If any of the terms, conditions, provisions, warranties or covenants of this Agreement, or any portions thereof, shall contravene or be invalid under the laws or regulations of the State of Florida or the United States of America, or any of their respective agencies, departments or subdivisions, such contravention or invalidity shall not invalidate the whole Agreement, but this Agreement shall be construed as if not containing the particular term, condition, provision, warranty or covenant or portion thereof held to be in contravention or invalid, and the rights and obligations of the parties shall be construed accordingly.
- 17.11 Sealed Agreement - The parties hereto acknowledge, represent, state and warrant that they have signed and executed this Agreement under seal, that they have adopted their respective seals as affixed to this Agreement, and that they are executing this Agreement with the intent that it shall be a sealed instrument.
- 17.12 Survival of Warranties - All warranties and covenants set forth in this Agreement shall survive the execution, performance and termination of this Agreement.
- 17.13 Applicable Law - This Agreement is made and entered into in Okaloosa County, Florida, and Florida law shall govern and apply to this Agreement. In the event of a dispute or disputes between the parties hereto, and in the event litigation is instituted, such litigation shall be commenced only in a federal or state court in Okaloosa County, Florida.
- 17.14 Operator is Independent Contractor - It is expressly understood and agreed by and between the parties hereto that Operator is and shall remain an independent contractor responsible to all parties for all of its acts or omissions and County shall be in no way responsible for Operator's acts or omissions.
- 17.15 Successor and Assigns Bound by Covenant - Subject to the limitations on Operator's rights under Section 15.01 and Section 15.05 of this Agreement, all covenants, stipulations and agreements in this Agreement shall extend to and bind legal representatives, successors and assigns including successors-in-interest by merger and consolidation of the respective parties hereto.

- 17.16 Time of Essence - For purposes of performance and interpretation of compliance under this Agreement, it is agreed by the parties that time is of the essence under this Agreement.
- 17.17 Consents and Approvals - If any consent, approval, determination, judgment or concurrence is required of Operator or County or the Airports Director hereunder, such consent, approval, determination, judgment or concurrence will not be unreasonably withheld, delayed or denied.
- 17.18 Agreement Subject to USAF Agreements - This Agreement shall at all times be subject to the terms, conditions, limitations and restrictions included in the USAF Agreements by and between County and the United States of America, including but not limited to the following:
- (a) This Agreement, the term thereof, and all Operators' rights thereunder, are subject to all terms, conditions and limitations of the USAF Lease (under which County has constructed facilities and operates the Airport on land leased from the United States of America) and the Joint Use Agreement (under which the County shares the joint use of the flying facilities of Eglin Air Force Base), as they now exist or as they may be hereafter amended, modified, renewed or restated. These terms, conditions and limitations include but are not limited to the United States of America's rights to suspend and terminate said agreements.
 - (b) Operator acknowledges that it is aware of and has been afforded an opportunity to review said agreements, including all terms, conditions and limitations thereof, including those under which Operator's rights, as they now exist or as they may be hereafter amended, to operate its rental car concession at the Airport may be impacted, suspended or terminated.
 - (c) County and the USAF are currently finalizing the terms and conditions of a replacement lease to the current USAF Lease. Upon the execution thereof, said lease shall become the USAF Lease under this Agreement. For purposes of this Agreement, the termination of the current USAF Lease, upon execution of its replacement, shall not be considered either an expiration or termination of USAF Lease for purposes of this Agreement.
- 17.19 Endorsements - Prior to the execution of this Agreement, the following endorsements were attached hereto and made part hereof:

Endorsement No. 1 - Acknowledgments and Agreement Clarifications/Modifications.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

By: _____

James Campbell
Chairman



ATTESTS:

CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

Gary J. Stanford

Gary J. Stanford
Deputy Clerk



SIMPLY WHEELZ, LLC
DBA ADVANTAGE RENT A CAR

Handwritten initials: kb mem

By: _____

Simon Ellis
Vice President

CORPORATE SEAL:

ATTESTS:

Assistant Secretary

Name

Assistant Secretary

Title

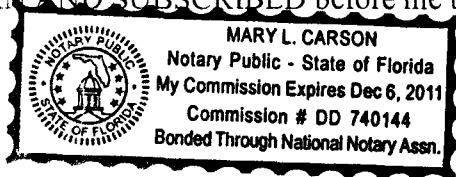
ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared James Campbell, Chairman of the Board of County Commissioners of Okaloosa County, Florida, and Gary J. Stanford, Deputy Clerk of the Board of County Commissioners of Okaloosa County, Florida, and they acknowledged executing the foregoing instrument freely and voluntarily under authority duly vested in them by said COUNTY and STATE, and that the seal affixed thereto is the true seal of said COUNTY.

SWORN AND SUBSCRIBED before me this 28 day of September, 2011.



Mary L. Carson
NOTARY

My commission expires: _____

ACKNOWLEDGMENT

STATE OF

New Jersey

COUNTY OF

Bergen

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared Simon Ellis, who under oath deposes and says that he is the duly authorized representative of SIMPLY WHEELZ, LLC DBA ADVANTAGE RENT A CAR to execute contracts and lease agreements on behalf of Operator, and that he executed the foregoing instrument for the uses and purposes contained therein.

SWORN AND SUBSCRIBED before me this 2 day of September, 2011.

Linda Dravin

NOTARY

My commission expires:

LINDA DRAVIN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 24, 2014

**COUNTY OF OKALOOSA
NORTHWEST FLORIDA REGIONAL AIRPORT
RENTAL CAR SERVICE FACILITIES LEASE**

ENDORSEMENT NO. 1

Acknowledgments and Agreement Clarifications/Modifications

Any other provision of the foregoing Agreement notwithstanding, County and Operator acknowledge and agree as follows:

1. Operator and County acknowledge that Operator, subject to the terms, conditions, supplements and modifications in this Endorsement No. 1 and Amendment No. 1, referenced below, is executing a Concession Agreement and Service Facilities Lease in substantially the same form and under substantially the same terms and conditions as those executed by other rental car operators who were awarded rental car concessions pursuant to the County's 2005 Invitation for Bids ("IFB") for Five (5) Non-Exclusive Rental Car Concessions at the Airport. Further, the parties wish to make the following acknowledgments with respect to the form and the terms and conditions of this Facilities Lease.
 - a. The Initial Period under the Agreement has expired and the first Agreement Year will expire on September 30, 2011.
 - b. The construction of the rental car operators' Consolidated Service Facilities ("Service Facilities Project" as described in Article 3 and Exhibit D) has been completed and occupied by the rental car operators operating at the Airport.
 - c. The Exhibits to the Agreement, as incorporated by Section 2.02 of the Agreement, are the original exhibits to the Agreement and the amendment and substitution thereof as provided for in Section 2.03 of the Agreement has not occurred.
2. Operator's obligation to pay Rentals, Fees and Charges under Article 7 of this Agreement shall not commence until County provides Operator with written Notice to commence operations under both its Concession Agreement and this Agreement.

3. County and Operator acknowledge and agree that contemporaneously with the execution of this Agreement, the parties have executed both a Concession Agreement and "Amendment No. 1 to the Non-Exclusive Rental Car Concession Agreement and Lease and Rental Car Service Facilities Lease" ("Amendment No. 1"). The Rentals, Fees and Charges contained in said Amendment No. 1 shall, to the extent and for the period applicable, supercede those contained in this Agreement commencing with the Agreement Year beginning October 1, 2010.



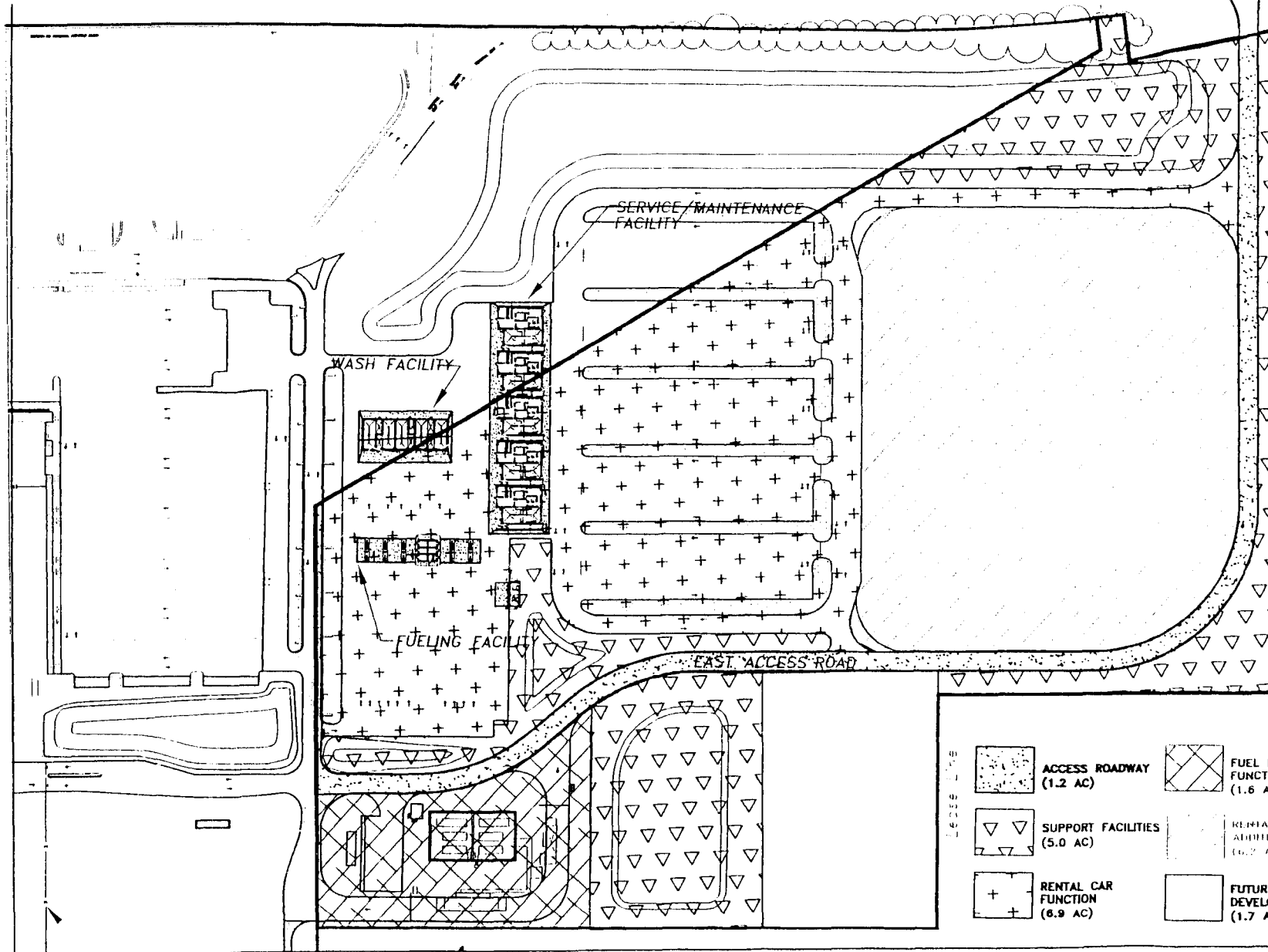
OKALOOSA REGIONAL AIRPORT

RENTAL CAR
SERVICE
FACILITIES
LEASE

EXHIBIT A



22.6 ACRE
ADDITION TO
USAF LEASEHOLD



Note: Assignment of specific facilities
will be made by separate notification letter
subsequent to contract execution.

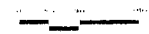
EAST SIDE ACCESS
TURN LANE



OKALOOSA
REGIONAL
AIRPORT

RENTAL CAR
SERVICE
FACILITIES
LEASE

EXHIBIT B



RENTAL CAR
SERVICE
FACILITIES
PROJECT SITE

EXISTING LEASE LINE

R/W LINE

RECONFIGURED STORMWATER FACILITY

SERVICE/MAINTENANCE
FACILITY

WASH FACILITY

FUELING FACILITY

FUEL FARM

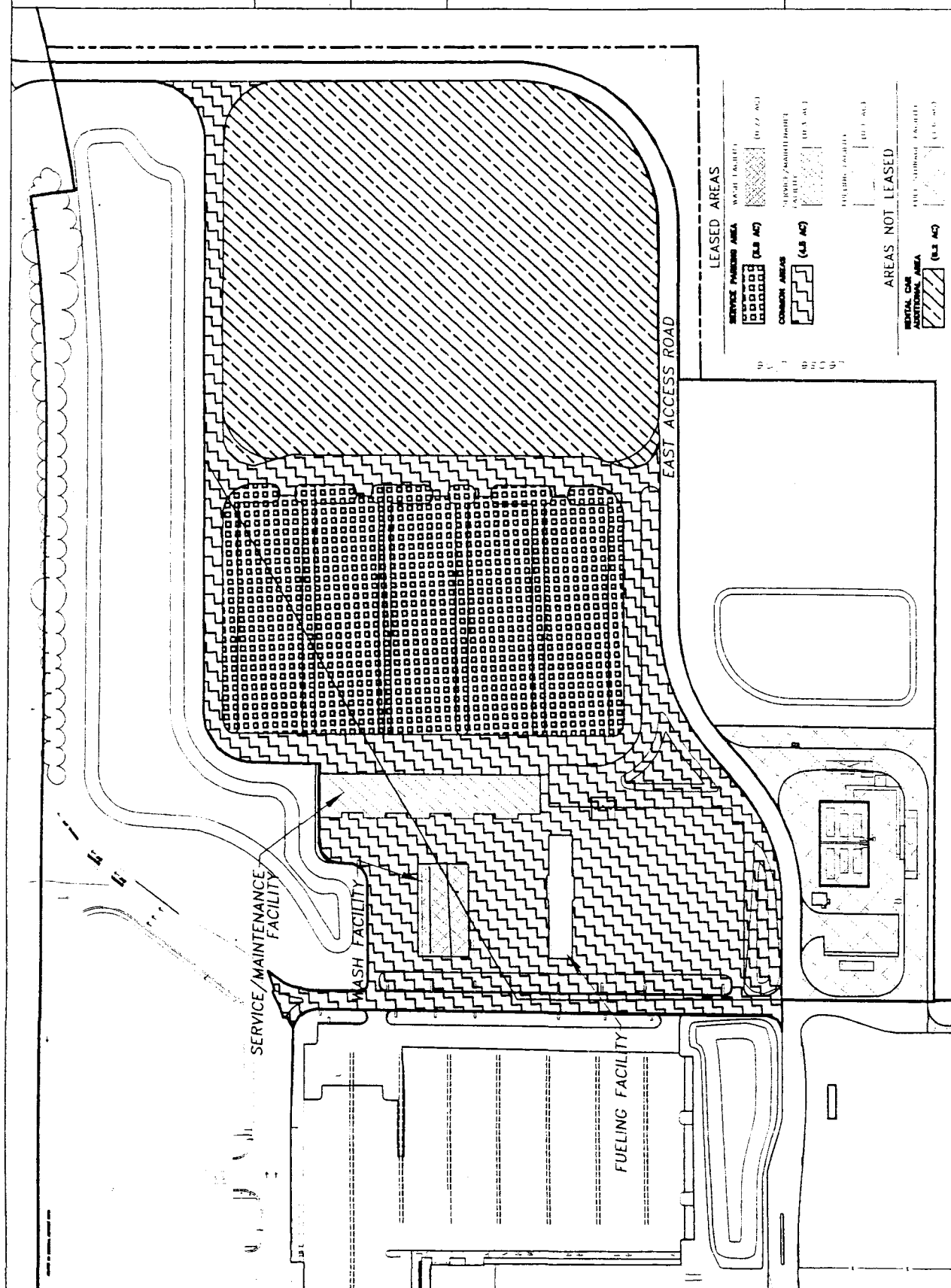
NEW STORMWATER FACILITY

EXISTING LINE

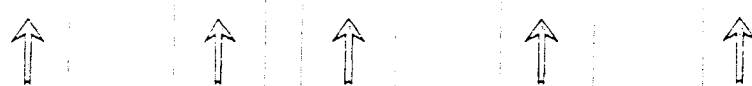
RENTAL CAR SERVICE

RENTAL CAR SERVICE

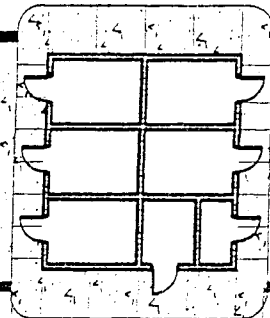
RENTAL CAR SERVICE



LINE LANE



5-FUEL PUMP
FACILITY



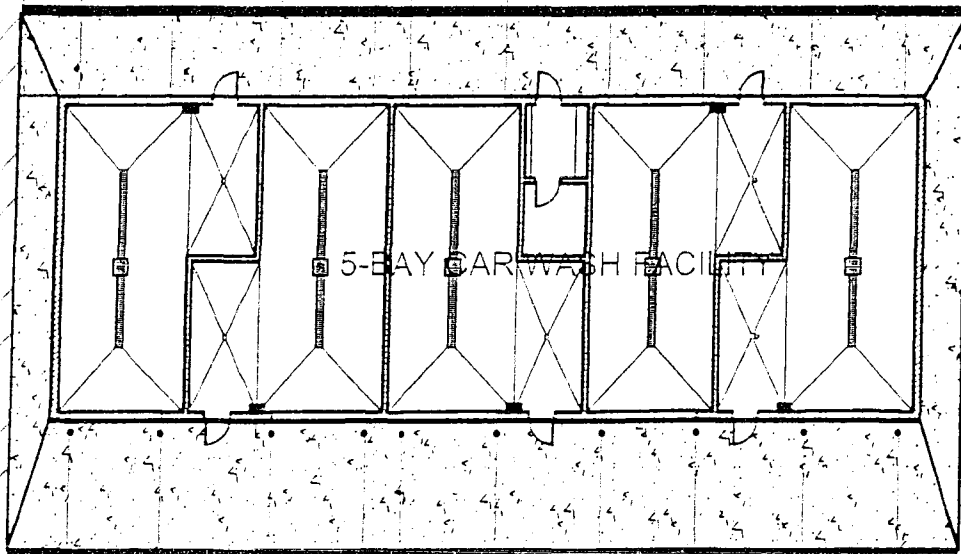
5-FUEL PUMP
FACILITY



OKALOOSA REGIONAL AIRPORT
(VPS)
OKALOOSA COUNTY, FLORIDA

OKALOOSA REGIONAL AIRPORT
RENTAL CAR FACILITIES LEASE
C-1 FUELING FACILITY

THE
LPA
GROUP
LPA
TRANSPORTATION CONSULTANTS
1320 EXECUTIVE CENTER DRIVE, THE KOGER
CENTER ATIONS BUILDING, SUITE 100,
TALLAHASSEE, FLORIDA 32301
(800) 205-0480
CORPORATE LICENSE NUMBER 00004307



OKALOOSA REGIONAL AIRPORT
(VPS)
OKALOOSA COUNTY, FLORIDA

OKALOOSA REGIONAL AIRPORT
RENTAL CAR FACILITIES LEASE
C-2 WASH FACILITY

THE
LPA
GROUP **LPA**
TRANSPORTATION CONSULTANTS
1320 EXECUTIVE CENTER DRIVE, THE KOGER
CENTER ATOMS BUILDING, SUITE 100,
TALLAHASSEE, FLORIDA 32301
(800) 205-0480
CORPORATE LICENSE NUMBER 00004307

OKALOOSA REGIONAL AIRPORT
RENTAL CAR FACILITIES LEASE
C-3 SERVICE/MAINTENANCE FACILITY



OKALOOSA REGIONAL AIRPORT
(VPS)
OKALOOSA COUNTY, FLORIDA

THE
LPA
GROUP **LPA**
TRANSPORTATION CONSULTANTS
1320 EXECUTIVE CENTER DRIVE, THE KODER
CENTER ATIONS BUILDING, SUITE 100,
TALLAHASSEE, FLORIDA 32301
(904) 205-0480
CORPORATE LICENSE NUMBER 00004307

5-OFFICE
MAINTENANCE

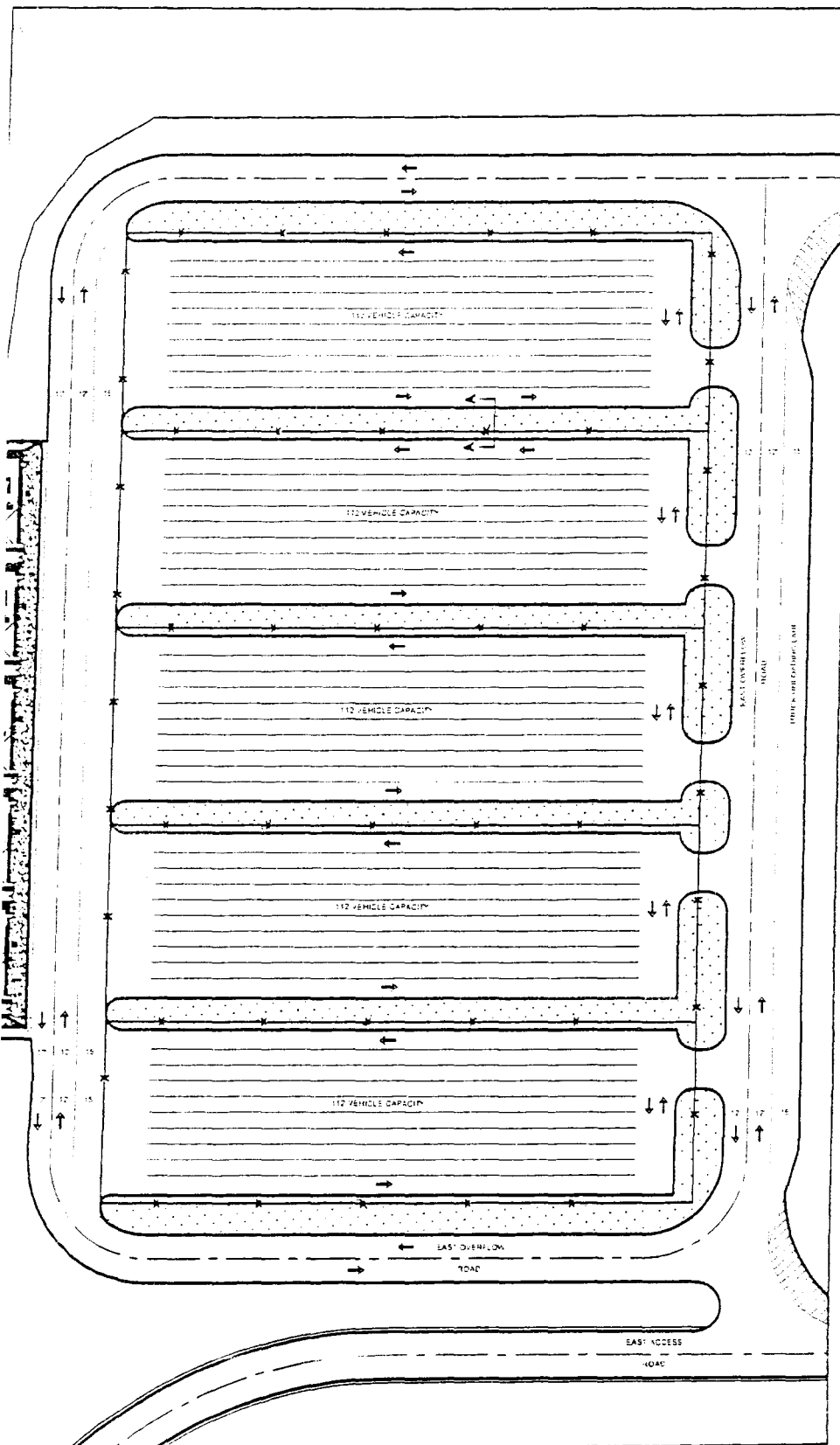
CONCRETE PAVEMENT

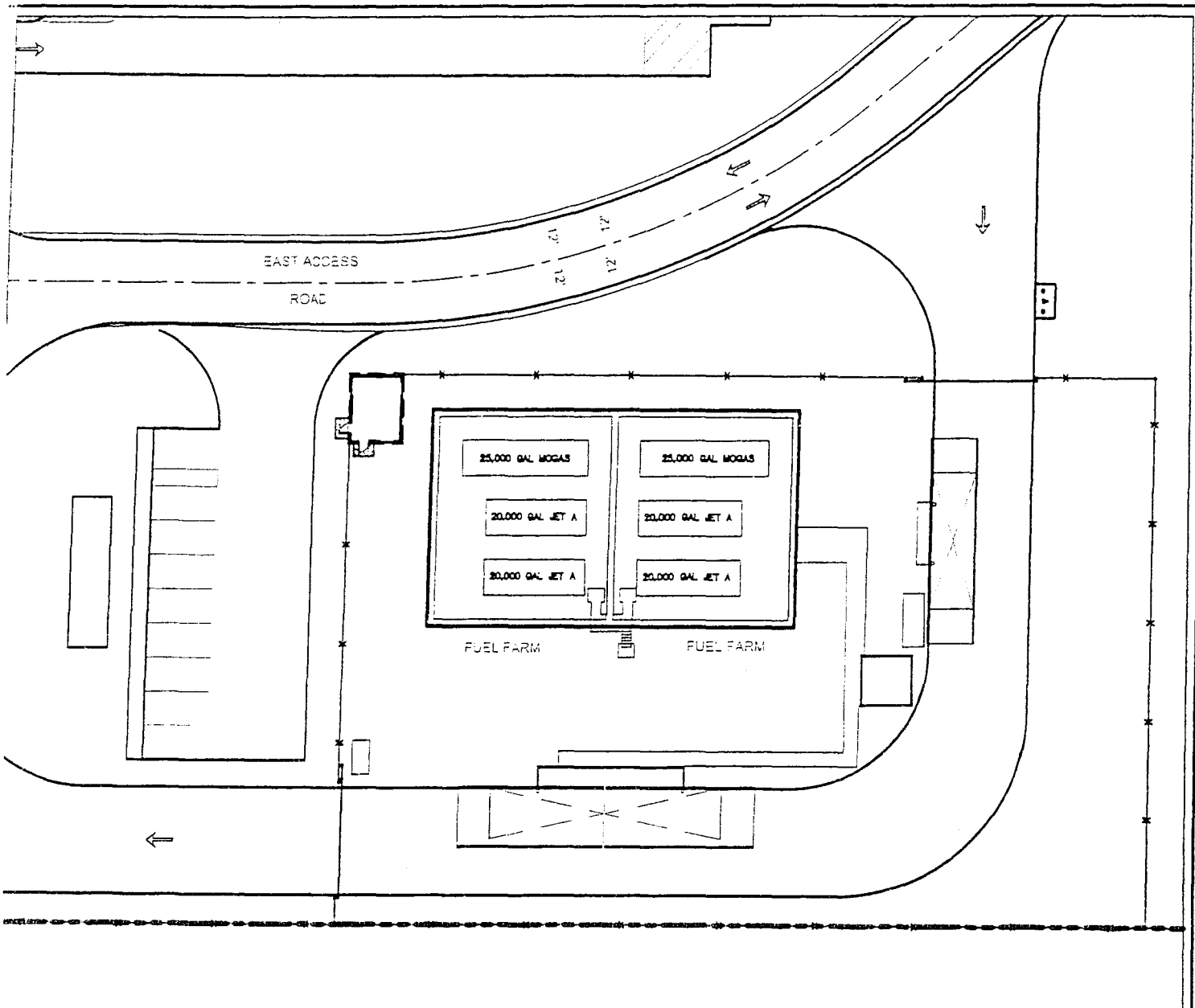
OKALOOSA REGIONAL AIRPORT
RENTAL CAR FACILITIES LEASE
C-4 SERVICE PARKING AREA



OKALOOSA REGIONAL AIRPORT
(VPS)
OKALOOSA COUNTY, FLORIDA

THE
LPA GROUP **LPA**
TRANSPORTATION CONSULTANTS
1320 EXECUTIVE CENTER DRIVE, THE KODER
CENTER ATTORNS BUILDING, SUITE 100,
TALLAHASSEE, FLORIDA 32301
(904) 206-0480
CORPORATE LICENSE NUMBER 00004307





OKALOOSA REGIONAL AIRPORT
(VPS)
OKALOOSA COUNTY, FLORIDA

OKALOOSA REGIONAL AIRPORT
RENTAL CAR SERVICE FACILITIES LEASE
C-5 FUEL STORAGE FACILITY

THE
LPA
GROUP **LPA**
TRANSPORTATION CONSULTANTS
1320 EXECUTIVE CENTER DRIVE, THE KOOSER
CENTER ATTORNEY BUILDING, SUITE 100,
TALLAHASSEE, FLORIDA 32301
(850) 205-0480
CORPORATE LICENSE NUMBER 00004307

EXHIBIT D

OKALOOSA REGIONAL AIRPORT
RENTAL CAR SERVICE FACILITIES LEASEDESCRIPTION OF PROJECT
ATTACHMENT APROJECT COST ESTIMATE (1)
MARCH 2007

	<u>ESTIMATED COST</u>	
<u>EAST SIDE ACCESS / SITE DEVELOPMENT / UTILITIES: (2)</u>		
Site Development	\$	2,043,450
Site Utilities	\$	1,427,745
East Side Access	\$	514,171
Other	\$	-
SUBTOTAL CONSTRUCTION COSTS	\$	3,985,366
DESIGN - CIVIL	\$	320,038
INSPECTION, TESTING & CONSTRUCTION ADMIN (3)	\$	229,280
TOTAL COSTS	\$	4,533,684
<u>RENTAL CAR FACILITIES:</u>		
Rental Car Lots, Roadways, Etc...	\$	1,226,319
Rental Car Service Facility Buildings	\$	5,124,168
SUBTOTAL CONSTRUCTION COSTS	\$	6,350,987
DESIGN - CIVIL	\$	101,400
DESIGN - ARCHITECTURAL	\$	197,115
INSPECTION, TESTING & CONSTRUCTION ADMIN (3)	\$	363,782
TOTAL COSTS	\$	7,013,284
ESTIMATED TOTAL ACCESS, PARKING & SERVICE FACILITIES COSTS	\$	11,546,968
<u>RENTAL CAR FUEL FARM IMPROVEMENTS - CONSTRUCTION (4)</u>		
DESIGN (4)	\$	43,894
INSPECTION, TESTING & CONSTRUCTION ADMIN (3)	\$	42,096
ESTIMATED RENTAL CAR FUEL FARM COSTS	\$	820,911
<u>ALLOWANCE FOR DESIGN/CONSTRUCTION - REMOVAL / RESTORATION OF CURRENT SERVICE FACILITIES (5)</u>		
	\$	60,000
TOTAL ESTIMATED PROJECT COSTS	\$	12,427,879

SOURCE:

Okaloosa Regional Airport Rental Car Facility - 100% Engineer's Report & Cost Estimate of December 2006 and updated summary schedule as of January 2007 provided by the LPA Group

Note 1: Contingency of 15 percent included in estimated cost.

Note 2: The Orlando ADC has indicated that their eligibility will include 100% of the access roadway and only 20% of the balance of the site and site utilities.

Note 3: Allocated \$700,000 based on construction costs.

Note 4: RAC Allocation from LPA Group.

Note 5: Does not include tank removals which is the responsibility of each operator.

EXHIBIT D

OKALOOSA REGIONAL AIRPORT
RENTAL CAR SERVICE FACILITIES LEASE

DESCRIPTION OF PROJECT
ATTACHMENT B

PROJECT FUNDING PLAN (1)

From Bonds	
Construction Fund Deposit	\$6,947,254
Interest on Construction Fund	\$177,200
<u>Total</u>	<u>\$7,124,454</u>
From CFC Revenues	
Amount Applied from CFC Collections	\$3,269,157
<u>Total</u>	<u>\$3,269,157</u>
From Federal/State Grants	
MAP (2)	\$1,235,000
FDOT	\$562,500
SIS FUNDS (3)	\$295,181
Anticipated Additional Grants Funding	\$0
<u>Total</u>	<u>\$2,092,681</u>
<i>Estimated Allowable Project Cost</i>	<u><u>\$12,486,292</u></u>
<i>Project Cost With 15% Contingency</i>	<u><u>\$12,427,879</u></u>
<i>Remaining Funds</i>	<u><u>\$58,413</u></u>

SOURCES:

Sources of Bond funding from Fullerton & Friar's Preliminary Bond Sizing Calculations, March 1, 2007. Amounts available for project cost from Fullerton and Friar's Calculations and funds estimates provided by Airport management & CFC estimates developed by Airport Management Resources, Inc.

NOTES:

1. From Fullerton & Friar's Preliminary Bond Sizing Calculations, March 1, 2007. The analysis in this table reviews only CFC-backed bond capacity and coverage. Fullerton & Friar's Preliminary Bond Sizing Calculations assume "double barreled" financing with CFCs and general airport revenues pledged to pay bonds.

2. Assumes eligibility will match amount shown in the Airport's ACIP for the MAP Program.

3. SIS funds from FDOT available for access system total \$750,000. A local match of 50 percent is required.

Therefore, only amount shown can currently be utilized after deducting MAP grants for currently eligible costs.

R - 3/1/2007

EXHIBIT D

OKALOOSA REGIONAL AIRPORT
RENTAL CAR SERVICE FACILITIES LEASE

DESCRIPTION OF PROJECT
ATTACHMENT C

SOURCES AND USES OF BOND PROCEEDS

DESCRIPTION	AMOUNT
<u>SOURCES:</u>	
Par Amount of Bonds	\$9,150,000
TOTAL SOURCES OF FUNDS	<u>\$9,150,000</u>
<u>USES:</u>	
Construction Fund Deposit	\$6,947,254
Capitalized Interest Fund Deposit	\$774,334
Debt Service Reserve Fund Deposit	\$782,425
Cost of issuance	<u>\$645,967</u>
TOTAL USES OF FUNDS	<u>\$9,150,000</u>

EXHIBIT D

OKALOOSA REGIONAL AIRPORT
RENTAL CAR SERVICE FACILITIES LEASE

DESCRIPTION OF PROJECT
ATTACHMENT D

NET ANNUAL DEBT SERVICE FOR PROJECT BONDS

FISCAL YEAR	NET ANNUAL DEBT SERVICE
2009	\$631,063
2010	\$772,725
2011	\$780,375
2012	\$776,725
2013	\$777,425
2014	\$777,150
2015	\$775,900
2016	\$778,675
2017	\$780,150
2018	\$775,325
2019	\$774,525
2020	\$782,425
2021	\$773,375
2022	\$778,350
2023	\$776,375
2024	\$777,775
2025	\$777,225
2026	\$779,725
2027	\$774,950
2028	\$778,225
2029	\$778,900
2030	\$776,975
2031	\$777,450
Total	<u>\$17,731,788</u>

EXHIBIT E

OKALOOSA COUNTY
OKALOOSA REGIONAL AIRPORT
RENTAL CAR SERVICE FACILITIES LEASE
TENANT IMPROVEMENTS

Operator shall, at its cost and expense, provide the following tenant improvements and/or equipment:

Office Furnishings

Business Equipment

Communications Equipment and Cabling

Communications Service Providers

Utility Accounts

Gas and Fluid Supplies

Vending Equipment

Additional Equipment Required by Operator

EXHIBIT F

OKALOOSA REGIONAL AIRPORT RENTAL CAR SERVICE FACILITIES LEASE

PRO FORMA ANNUAL RENTAL REQUIREMENT

	<u>Total Rental Requirement</u>	<u>Area In SF (2)</u>	<u>Rental Rate (2)</u>
Fueling Facility (1)	\$ 130,380	4,356	\$ 29.93
Wash Facility (1)	\$ 297,841	9,583	\$ 31.08
Service/Maintenance Facility (1)	\$ 694,139	13,068	\$ 53.12
Service Area Parking (1)	\$ 403,420	165,528	\$ 2.44
Fuel Storage Area - Facility (1)	\$ 108,032	17,424	\$ 6.20
- Land (1)	\$ 14,243	17,424	\$ 0.82
 Total	 \$ 1,648,055	 227,383	
 <u>CFC Credit Against Rentals</u>			
1. Debt Service Component	\$ (782,425)		
2. Coverage Component	\$ (391,212)		
2. Service Facilities Reserve Fund Component	\$ (100,000)		
4. O & M Reserve Fund Component	\$ (53,488)		
	<u>\$ (1,327,125)</u>		
 Net Rental Requirement	 \$ 320,929		

Notes:

1. The Common Area is prorated and allocated to the Fueling, Wash, Maintenance /Service Facilities, Service Area Parking, and Fuel Storage Area based on the total rental requirement from page 1 - 2.
2. Area in square footage (Rental Divisor) and rental rate shown only for purposes of information. Rental rates not used in rental calculations in Article 7.

OKALOOSA REGIONAL AIRPORT RENTAL CAR SERVICE FACILITIES LEASE	DESCRIPTION OF PROJECT ATTACHMENT
--	--------------------------------------

	FY 2000	FY 2007	FY 2008	FY 2009
A	X			
B	X			
C	X			
D	X			
E	X			
F	X			
G	X			
H	X			
I	X			
J	X			
K	X			
L	X			
M	X			
N	X			
O	X			
P	X			
Q	X			
R	X			
S	X			
T	X			
U	X			
V	X			
W	X			
X	X			
Y	X			
Z	X			

Task	Start	End	Duration	Dependencies	Resources	Notes
1. Initial Planning and Coordination	10/1/77	10/31/77	1 Month		Project Manager, Planning	Establish project goals and timeline.
2. Data Collection and Analysis	11/1/77	12/31/77	2 Months	1	Field Agents, Analysts	Conduct field interviews and analyze data.
3. Report Writing and Review	1/1/78	2/28/78	2 Months	2	Project Manager, Analysts	Write and review the final report.
4. Final Report Submission	3/1/78	3/31/78	1 Month	3	Project Manager	Submit the final report to the sponsor.

Notes

- i. Schedule is preliminary based on current scheduling estimates. Letter "X" indicates task is complete.
- ii. Consolidated from information in a flat fee, draft February Schedule of Financing Activities, March 15, 2004
- iii. Assesses current financing needs (per regulatory)
- iv. Includes the estimated 2-year life cycle of medical waste management and final fees.

EXHIBIT F
OKALOOSA REGIONAL AIRPORT
RENTAL CAR SERVICE FACILITIES LEASE
PRO FORMA ANNUAL RENTAL REQUIREMENT (7)

	Area In Acres	USAF Rental Rate Per Acre	Land Rental Component	Allocation of Additional 6.2 Acres (1)	Total Land Rental Component	Area In SE (2)	O & M Per SF	O & M Component	Allocated O & M Component	Debt Service Component	Coverage (3) Component	Service Facilities Reserve Fund Component (4&5)	O & M Reserve Fund Component (4&6)	Amortization Component (8)	Total
Fueling Facility	0.10	\$ 5,503	\$ 550	\$ 121	\$ 671	4,356	\$ 2.50	\$ 10,890	\$ 11,029	\$ 64,856	\$ 32,428	\$ 3,646	\$ 1,950	\$	\$ 114,579
Wash Facility	0.22	\$ 5,503	\$ 1,211	\$ 266	\$ 1,476	9,583	\$ 2.50	\$ 23,958	\$ 24,264	\$ 149,131	\$ 74,565	\$ 8,020	\$ 4,290	\$	\$ 261,747
Service/Maintenance Facility	0.30	\$ 5,503	\$ 1,651	\$ 363	\$ 2,013	13,008	\$ 2.50	\$ 32,670	\$ 33,087	\$ 372,088	\$ 186,044	\$ 10,937	\$ 5,850	\$	\$ 610,019
Service Area Parking	3.80	\$ 5,503	\$ 20,910	\$ 4,593	\$ 25,502	165,528	\$ 0.30	\$ 49,658	\$ 54,938	\$ 157,080	\$ 78,540	\$ 25,065	\$ 13,407	\$	\$ 354,531
Common Areas	4.50	\$ 5,503	\$ 24,761	\$ 5,439	\$ 30,200	196,020	\$ 0.30	\$ 58,806	\$ 65,058	\$ 39,270	\$ 19,635	\$ 29,602	\$ 15,876	\$	\$ 199,721
Rental Car Additional Area	6.20	\$	\$	\$	\$	270,072	\$ 0.05	\$ 13,504	\$	\$	\$	\$	\$	\$	\$
Fuel Storage Area - Facility	0.40	\$ 5,503	\$ 2,201	\$ 483	\$ 2,684	17,424	\$ 3.50	\$ 60,984	\$ 61,540	\$	\$	\$ 20,012	\$ 10,704	\$	\$ 94,940
Land	0.40	\$ 5,503	\$ 2,201	\$ 483	\$ 2,684	17,424	\$ 0.30	\$ 5,227	\$ 5,783	\$	\$	\$ 2,638	\$ 1,411	\$	\$ 12,517
Total	15.92	\$ 5,503	\$ 53,484	\$ 11,748	\$ 65,232	693,475		\$ 255,697	\$ 255,697	\$ 782,425	\$ 391,212	\$ 100,000	\$ 51,488	\$	\$ 1,648,055
Amount Funded From CFCs					\$			\$	\$	\$ (782,425)	\$ (391,212)	\$ (100,000)	\$ (51,488)	\$	\$ (1,327,126)
Balance					\$ 65,232			\$ 255,697	\$	\$	\$	\$	\$	\$	\$ 320,929

- Notes
1. Additional acreage of 6.2 acres of support facilities from 22.6 acre site initially allocated 56.4% to rental car service facilities. To be recalculated and reallocated per note 7 below.
 2. Area in acres is multiplied by 43,560 to compute area in square feet.
 3. Coverage is calculated at 50% of maximum annual debt service. Deposits to Reserve Funds made after Debt Service & Coverage amounts reported here are calculated at year's end.
 4. Reserve Fund Deposits are comprised of a \$500,000 Service Facilities Reserve (funded over 5 years at \$100,000/yr) and an O & M Reserve of one sixth of the projected O & M & Land Rental.
 5. Initial O & M factor of \$ 0.05 as there is no pavement or facility on area at DBO. Subsequently allocated to rented space.
 6. Only Initial Reserve Funds deposits made from CFCs.
 7. After completion of project, acreage, land rental component, debt service and coverage components will be recomputed and reallocated based on as built construction & financing costs and as built drawings. This exhibit will be revised in conjunction with Exhibits A, B and C, reviewed with the rental car operators and substitutions made to the lease.
 8. No Amortization Component at this time.

EXHIBIT C

OKALOOSA COUNTY OKALOOSA REGIONAL AIRPORT RENTAL CAR SERVICE FACILITIES LEASE SUMMARY OF

MAINTENANCE, REPAIR AND REPLACEMENT OBLIGATIONS

Facility	Maintenance and Repairs	Structural Repairs, Renewals, Replacements	General Equipment Maintenance and Repairs	Structural Equipment Renewals and Replacements	Custodial, Refuse, Housekeeping	Relamping
Fueling Facility	C	C	C	C	C	C
Wash Facility	O	C	O	C	O	O
Service/Maintenance Facility	O	C	O	C	O	O
Service Parking Area	C	C	O	C	O	C
Common Areas	C	C	C	C	C	C
Fuel Storage Area	C	C	C	C	C	C
East Side Access	C	C	C	C	C	C
Appurtenant and Support Facilities	C	C	C	C	C	C
County-Installed Utility Systems	C	C	C	C	C	N/A

- Notes:
1. County indicated as "C" and Operator as "O"
 2. For details of this summary, see Sections 9.01 and 10.01 of the Rental Car Service Facilities Lease

EXHIBIT II

OKALOOSA COUNTY
OKALOOSA REGIONAL AIRPORT
RENTAL CAR SERVICE FACILITIES LEASE
SUMMARY OF UTILITIES, METERING AND BILLING

Facility	Water	Sewerage	Electric	Gas	Automotive Fuel	Notes and Comments
Fueling Facility	Yes/M	Yes/M	Yes/M	No	Yes/M	(a), (b) and (c) below
Wash Facility	Yes/M	Yes/M	Yes/M	Yes/M	NA	(a), (b) and (c) below
Service/Maintenance Facility	Yes/M	Yes/M	Yes/M	Yes/M	NA	(a), (b) and (c) below
Service Parking Area	No	No	Yes/M	No	NA	(a) below
Fuel Storage Area	Yes/NM	Yes/NM	Yes/M	No	NA	(a) and (b) below

Notes: 1. "Yes" or "No" indicates whether provided; metered is "M" and no meter is "NM"; NA is not applicable.

2. Notes and Comments Explanations

Fueling Facility

- (a) Water and Sewerage for Fueling Facility and Service/Maintenance Facility on one meter which will be allocated equally and billed to each Operator
- (b) The electric for the Fueling Facility, Service/Maintenance Facility and Service Parking Area Lighting is on one meter which will be allocated equally and billed to each Operator.
- (c) There is a separate meter for each automotive fuel dispensing station. Each Operator gets a separate metered bill.

Wash Facility

- (a) Water and Sewerage metered and billed separately for each Operator.
- (b) Electric metered and billed separately for each tenant.
- (c) Gas service, where provided, to the Consolidated Service Facilities is on one bill which will be allocated equally and billed to each Operator.

Service/Maintenance Facility

- (a) Water and Sewerage metered for Fueling Facility and Service/Maintenance Facility on one meter which will be allocated equally and billed to each Operator.
- (b) The electric for the Fueling Facility, Service/Maintenance Facility and Service Parking Area lighting is on one meter which will be allocated equally and billed to each Operator.
- (c) Gas service, where provided, to the Consolidated Service Facilities is on one bill which will be allocated equally and billed to each Operator.

Service Parking Area

- (a) The electric for the Fueling Facility, Service/Maintenance Facility and Service Parking Area lighting is on one meter which will be allocated equally and billed to each Operator.

Fuel Storage Area

- (a) Water and Sewerage charges to the Fuel Storage Area are not separately metered and are allocated pro-rata to the O&M Component of Consolidated Service Facilities.
- (b) Electric for the general fuel farm service is metered and allocated pro-rata to the O&M Component of the Consolidated Service Facilities. Electric for pumps to pump fuel to the Fueling Facility is separately metered and will be billed to Operators based on fuel pumped.

LEASE # L11-0384-AP
SIMPLY WHEELZ, LLC
dba ADVANTAGE RENT A CAR
SERVICE FACILITY SPACE LEASE
EXPIRES: 06/30/2032

LEASE # L11-0385-AP
SIMPLY WHEELZ, LLC
dba ADVANTAGE RENT A CAR
AIRPORT RENTAL CAR CONCESSION
EXPIRES: 09/30/2012

**AMENDMENT NO. 1
TO
NON-EXCLUSIVE RENTAL CAR CONCESSION AGREEMENT AND LEASE
AND
RENTAL CAR SERVICE FACILITIES LEASE**

This amendment ("Amendment") is made and entered into by and between OKALOOSA COUNTY, FLORIDA ("County") and SIMPLY WHEELZ, LLC DBA ADVANTAGE RENT A CAR ("Operator") as of this 1st day of September 2011, extending and amending the Non-Exclusive Rental Car Concession Agreement and Lease ("Concession Agreement") and amending the Rental Car Service Facilities Lease ("Facilities Lease") heretofore entered into between County and Operator, effective the same date as this Amendment, relating to the operation of a rental car concession and the leasing of certain facilities, including service facilities, by the Operator at the Northwest Florida Regional Airport ("Airport").

WITNESSETH

WHEREAS, County and Operator have entered into both a Concession Agreement and a Facilities Lease to authorize certain rights and privileges and to provide certain lease facilities for Operator's conduct of a rental car concession at the Airport; and

WHEREAS, the Concession Agreement is for a term commencing September 1, 2011 and expiring September 30, 2012 and the Facilities Lease is for a term commencing September 1, 2011 and expiring June 30, 2032, said commencement dates being subject to adjustment based upon written notice from County; and

~~WHEREAS, the parties desire to amend certain provisions in both the Concession Agreement and the Facilities Lease through the provisions contained in this Amendment;~~

NOW, THEREFORE, the parties hereto, for and in consideration of the rentals, fees and charges, covenants, and agreements contained herein and in the aforementioned Concession Agreement and Facilities Lease, agree as follows:

A. Amendment of Concession Agreement

The Concession Agreement is hereby amended as follows:

1. Rentals as defined by Section 1.25, as levied and chargeable under Section 7.02(a) and (b) and which are payable under Sections 8.01 and 8.02 of the Concession Agreement which were in effect for the Agreement Year ending September 30, 2010, that is the rental rate of \$52.97 per square foot per annum for Counter/Office Space and the rental rate of \$39.44 per space per month for Ready Return Space, shall remain in effect for each of the two (2) additional Agreement Years provided for by this Amendment. The rental rate increases as called for in Section 7.03 shall be abated for Agreement Years

2011 and 2012. In addition, notwithstanding the foregoing provisions, payment of the Rental for Counter/Office space shall be abated for Agreement Years 2011 and 2012. All other provisions related to Rentals contained in Article 7 and Article 8 shall remain in effect, unamended, for the extended term.

2. The Security Charge, as defined in Section 1.26, described and determined in Section 7.04, and payable under Sections 8.01 and 8.02 of the Concession Agreement, shall remain at the same amount charged for the Agreement Year ending September 30, 2010, to wit \$86,064, for each of the two (2) additional Agreement Years provided for in this Amendment. The Security Charge increases as called for in Section 7.04 shall be abated for Agreement Years 2011 and 2012. All other provisions relating to Security Charges contained in Section 7.04 and elsewhere in the Concession Agreement shall remain in effect, unamended, for the extended term, including those related to the use of CFCs for the payment thereof and the calculation of Operator's pro-rata portion of said Security Charge.
3. Operator agrees to provide to the County, for the Airport administrative, operational and maintenance purposes specified in Attachment A to this Amendment No. 1 (which will be appended by addendum), for the two (2) year period of this Amendment (October 1, 2010 through September 30, 2012), at the annual lease rental agreed upon, the motor vehicles listed on Attachment A to this Amendment. Operator shall provide all maintenance and service required for said leased vehicles at its service/maintenance facilities at the Airport. County shall provide liability and property insurance covering said vehicles and provide County fuel which will be dispensed to said leased vehicles by Operator through Operator's fueling facilities. Monthly lease payments will be made by the County by allowing Operator a credit for said monthly lease payment against Operator's monthly MAG payment payable pursuant to Sections 8.01 and 8.02, as aforereferenced.

B. Amendment of Facilities Lease

The Facilities Lease by and between County and Operator shall be amended as follows:

1. The rental car service facilities area, designated as the "Car Rental Additional Area" on Exhibit "A" to the Facilities Lease, containing approximately 6.2 acres is hereby deleted from areas provided for use as part of the Service Facilities Area effective October 1, 2010 and the Land Rental Component and O&M Component for said area, to the extent included in the annual Rental Requirement shown on Exhibit F of the Facilities Lease, is also deleted effective October 1, 2010.
2. As soon as possible after October 1, 2010, County shall re-enact its CFC Ordinance (as most recently re-enacted by Ordinance No. 07-21, adopted May 1, 2007) to increase the level of said CFC from \$3.25 per rental transaction day to \$3.75 per rental transaction day, and shall apply collections from the \$.50 increase in the CFC level during each Agreement Year as a credit against the Consolidated Service Facilities O&M Component of Rental Car Operators' annual Rental Requirement for said Agreement Year, subject at

all times to the restrictions, limitations and priorities contained in the then-existing CFC Ordinance and amended Section 7.04 of this Facilities Lease, as set forth below. For any month under this amended Concession Agreement (October 2010) or any month thereafter) prior to the effective date of said re-enacted CFC Ordinance as referenced above, County shall apply from amounts then available in the County's CFC Fund, subject at all times to the restrictions, limitations, and priorities contained in the then-existing CFC Ordinance and amended Section 7.04 of this Facilities Lease, fifty cents (\$.50) for each CFC collected for said month against that portion of the above referenced Consolidated Service Facilities O&M Component due for that month.

3. Notwithstanding the provisions of Section 1.51, Section 1.52, Section 7.01 and Exhibit F of the Facilities Lease, County hereby agrees to fund, from CFCs, the Service Facilities Reserve Fund Requirement (the sum of \$500,000) over Agreement Years 2010 through 2019. The annual CFC savings resulting therefrom, \$33,000 for Agreement Years 2011 and 2012, shall be applied as a credit against the O&M Component of the Rental Car Operators' annual Rental Requirement for the Consolidated Service Facilities for the Agreement Years commencing October 1, 2010 and October 1, 2011, subject at all times to the restrictions, limitations and priorities contained in the then-existing CFC Ordinance and amended Section 7.04 of this Facilities Lease, as set forth below.
4. The O&M Component and Land Rental Component of the annual Rental Requirement for each of the Agreement Years beginning October 1, 2010 and October 1, 2011 shall remain at the same amount as for the Agreement Year ending September 30, 2010 reduced by the amount of the O&M Component and Land Rental Component, if any, contained in the Rental Requirement for said Agreement Year deleted under paragraph 1 above. The Rental Requirement adjustments, as called for in Section 7.01(c) of the Facilities Lease for Agreement Years 2011 and 2012 shall be abated.
5. ~~Current Section 7.04 of the Facilities Lease is deleted effective October 1, 2010 and is replaced by new Section 7.04 as follows:~~

"7.04 CFC Credit Against Debt Service, Coverage, and Certain Other Components of the Rental Requirement

- (a) Any other provision of this Agreement and Operator's Concession Agreement notwithstanding, the levy, collection and application of CFCs and CFC revenue shall at all times be governed by terms, conditions and priorities of application as established by the County's CFC Ordinance as then-enacted and by the terms and conditions of the County's Trust Indenture and Supplemental Trust Indenture under which Bonds have been issued for the Consolidated Service Facilities or any other Service Facilities.
- (b) During the term of this Agreement, so long as the CFC defined in Section 1.17 of Article 1 hereof and described in Section 7.03 is in effect, County will issue a CFC credit against Operator's and the other rental car operators' monthly Rental obligation in the amount of the Debt Service and Coverage Components included

in the Rental obligation for said month, as calculated pursuant to Section 7.01 and Exhibit F. The CFC credit shall be credited to Operator and the other rental car operators based on each operator's pro-rata share of the total Rental obligation of all rental car operators for the month. The CFC credit shall be computed and applied only to the extent that funds are available from CFC collections for the applicable month and said credit at all time shall be subject to the restrictions, limitations, requirements and priorities of application provided for in subsection (a) above.

- (c) In addition to the CFC Credit applied against the Debt Service Component and Coverage Component of the Rental Requirement, County shall apply CFCs as a credit against Operator's and the other rental car operators' obligation to fund, as an element of their Rental obligation, the initial Service Facilities Reserve Fund Requirement as specified in Section 1.52 of this Agreement and the initial O&M Reserve Component, as specified in Section 1.38, due for the first Agreement Year under this Agreement. The CFC credit shall be computed and applied for the period applicable against the monthly Rental obligation of Operator and the other rental car operators, pro-rata, only to the extent that funds are available from CFC collections for the applicable month after first satisfying the restrictions, limitations, requirements and priorities of application contained in subsections (a) and (b) above.
- (d) As soon as possible after the re-enactment of its CFC Ordinance, as aforesaid, the County shall apply fifty cents (\$.50) collected from its re-enacted CFC of \$3.75 per rental transaction day as a credit against the annual O&M Component of the Consolidated Service Facilities' annual Rental Requirement thereafter due under this Agreement. The CFC credit shall be computed and applied against the monthly Rental obligation of Operator and the other rental car operators, pro-rata, only to the extent that funds are available from CFC collections for the applicable month after first satisfying said restrictions, limitations, requirements and priorities of application provided for in subsections (a) through (c) above.

- 6. The County's re-enacted CFC Ordinance authorizing the CFC at \$3.75 per rental transaction day, as referenced in Sections 2 and 5 above, was enacted as Ordinance No. 10-16 on November 16, 2010, and is currently effective.

C. CFC Reimbursement of Abated Rentals, Fees and Charges

Any other provision of this Amendment notwithstanding, County shall have the right to reimburse itself from CFCs, when and if CFCs are available for said reimbursement, for any rental, fee or charge or any other payment abated under the Concession Agreement or Facilities Lease under or pursuant to the terms, conditions and provisions of this Amendment.

D. Attachment of Amendment No. 1 to Concession Agreement and Facilities Lease

1. This Amendment No. 1 is being executed by the parties in duplicate originals with one original being attached as Amendment No. 1 to the Concession Agreement and the other original being attached as Amendment No. 1 to the Facilities Lease.
2. This Amendment No. 1 is being executed by the Operator and the County contemporaneously with the execution of the Concession Agreement and the Facilities Lease between the parties in order to amend, modify and supplement certain terms and conditions contained in said agreements relating to the payment of rentals, fees and charges and certain other matters.

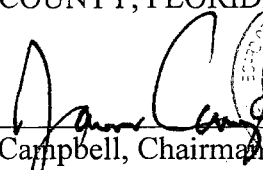
E. Application of Amendment

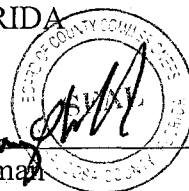
Operator acknowledges and agrees that it is aware that all of the rental and fee abatements and incentives (including those wherein CFCs are applied in lieu of direct payment of a rental or fee by Operator) are economic incentives extended to Operator for and in consideration of Operator agreeing to enter into its Concession Agreement through September 30, 2012. Said abatements, save and except those provided for in the foregoing first two numbered paragraphs of Section B - "Amendment of Facilities Lease", shall not be continued by County in any successor agreement to the Concession Agreement or in any other agreement with Operator. Unless otherwise authorized and agreed to in writing by County, the terms and conditions contained in this Amendment shall apply to and inure to the benefit of only those Rental Car Operators operating at the Airport which have also executed an amendment to their Concession Agreement and Facilities Lease in form and substance essentially identical to this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed these presents and this Amendment No.1 as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

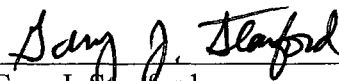
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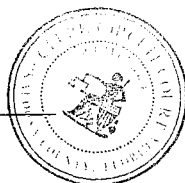

James Campbell, Chairman



ATTESTS:

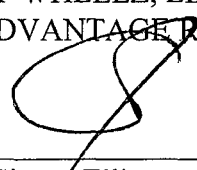
CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA


Gary J. Stanford
Deputy Clerk



SIMPLY WHEELZ, LLC
DBA ADVANTAGE RENT A CAR

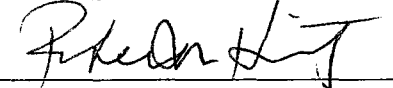
By:


Simon Ellis
Vice President

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CORPORATE SEAL:

ATTESTS:


Name


Title

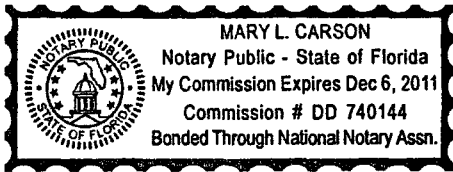
ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared James Campbell, Chairman of the Board of County Commissioners of Okaloosa County, Florida, and Gary J. Stanford, Deputy Clerk of the Board of County Commissioners of Okaloosa County, Florida, and they acknowledged executing the foregoing instrument freely and voluntarily under authority duly vested in them by said COUNTY and STATE, and that the seal affixed thereto is the true seal of said COUNTY.

SWORN AND SUBSCRIBED before me this 28 day of September, 2011.



NOTARY

Mary L. Carson

My commission expires: _____

ACKNOWLEDGMENT

STATE OF New Jersey

COUNTY OF Bergen

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared Simon Ellis, Vice President, who under oath deposes and says that he/she is the duly authorized representative of SIMPLY WHEELZ, LLC DBA ADVANTAGE RENT A CAR to execute contracts and lease agreements on behalf of Operator, and that he/she executed the foregoing instrument for the uses and purposes contained therein.

SWORN AND SUBSCRIBED before me this 2nd day of September, 2011. *me*

Linda Dravin
NOTARY

My commission expires: LINDA DRAVIN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 24, 2014