

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: 9/12/2007

Contract/Lease Control #: L07-0305-AP25-121

Bid #: N/A **Contract/Lease Type:** REVENUE

Award to/Lessee: HERTZ CORPORATION

Lessor:

Effective Date: 7/17/2007 **Amount:** \$320,929.00

Term/Expires: 6/30/2032

Description of Contract/Lease: RENTAL CAR SERVICE FACILITY USE LEASE

Department Manager: AIRPORT

Department Monitor: J. SEALY

Monitor's Telephone #: 651-7160

Monitor's Fax #: 651-7164

Date Closed:

CONCESSION LEASE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE THE HERTZ CORPORATION, as Principal and ARGONAUT INSURANCE COMPANY, a corporation organized and existing under the laws of _____, as Surety, are held and firmly bound unto OKALOOSA COUNTY, FLORIDA, as Obligee, 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 Obligee entered into a concession lease agreement entitled Rental Car Service Facilities Lease (hereinafter called "Agreement"), effective October 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 Obligee for any loss which said Obligee 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 OBLIGEE SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

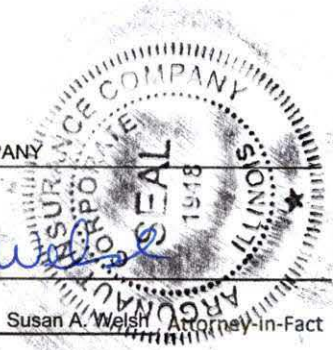
1. The term of this Bond shall be from June 20, 2021 to June 30, 2022 but it may be extended at the option of the Surety by execution of continuation certificates. Regardless of the number of years this Bond shall continue in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder to the Obligee 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 Obligee 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 Obligee 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 Obligee 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 Obligee. If the Obligee objects to any language contained herein, within thirty (30) days of the date this Bond is signed and sealed by the Surety, Obligee 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 Obligee's acceptance of the terms and conditions herein.

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

THE HERTZ CORPORATION
Principal

By: Lisby Costello

ARGONAUT INSURANCE COMPANY
Surety
By: Susan A. Welsh
Susan A. Welsh, Attorney-in-Fact



CONTRACT#: L07-0305-AP
HERTZ CORPORATION
RENTAL CAR SERVICE FACILITY USE LEASE
EXPIRES: 06/30/2032

Inst. #3470148 Bk: 3559 Pg: 879
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, deposed 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2017

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

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

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454 Attn: Hertz.certrequest@marsh.com Fax 212-948-0979 100595-DTAG3-CAS-18-19 Dravin	CONTACT NAME: _____ PHONE (A/C, No, Ext): FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : Indemnity Ins Co of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C : ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : Indemnity Ins Co of North America	43575	INSURER C : ACE Fire Underwriters Insurance Company	20702	INSURER D :		INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														

COVERAGES **CERTIFICATE NUMBER:** NYC-009796074-04 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			HDO G2787261A	01/01/2018	01/01/2019	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 3,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
								\$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			Self-Insured up to \$3,000,000 All other States *** See Attached ***	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C64622195 (AOS) WLR C64622237 (AZ, CA, MA) SCF C64622274 (WI)	01/01/2018 01/01/2018 01/01/2018	01/01/2019 01/01/2019 01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 3,000,000
A							E.L. DISEASE - EA EMPLOYEE	\$ 3,000,000
C							E.L. DISEASE - POLICY LIMIT	\$ 3,000,000
	<input type="checkbox"/> ENVIRONMENTAL LIABILITY			SELF INSURED	01/01/2018	01/01/2019	OCCURRENCE	5,000,000
							AGGREGATE	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED WITH REGARDS TO GENERAL LIABILITY WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT AND WHERE PERMISSIBLE BY LAW. WAIVER OF SUBROGATION APPLIES TO ALL COVERAGES, AND IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT AND ALLOWED BY LAW.

LON-0305-AP / LIL-0436-AP

CERTIFICATE HOLDER OKALOOSA COUNTY, FLORIDA 5479A OLD BETHEL ROAD CRESTVIEW, FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.		NAMED INSURED HERTZ GLOBAL HOLDINGS, INC. DOLLAR THRIFTY AUTOMOTIVE GROUP, INC. 8501 WILLIAMS ROAD ESTERO, FL 33928	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

ACE AMERICAN INSURANCE CO.
 01/01/2018 - 01/01/2019

ISA H25097476 (Airport Shuttle Buses policy)
 Limit: \$1,000,000

ISA H25097464 (Minimum Financial Responsibility (MFR) limit per state - AK, AL, AR, CO, DC, DE, HI, IN, KS, LA, ME, MI, MS, MT, ND, NE, NH, NM, OR, RI, SC, SD, WI, WV, WY

ACE AMERICAN INSURANCE CO.
 10/01/2017 - 10/01/2018

ISA H09063924 (Minimum Financial Responsibility (MFR) limit for NY only)

DTG is self-insured in the following states - AZ, CA, CT, FL, GA, ID, IL, IA, KY, MD, MA, MN, MO, NV, NC, NJ, OH, OK, PA, TN, TX, UT, VT, VA, WA

ADDITIONAL NAMED INSURED:

DOLLAR THRIFTY AUTOMOTIVE GROUP, INC.

DTG OPERATIONS, INC.

DTG OPERATIONS, INC. DBA DOLLAR RENT A CAR

DTG OPERATIONS, INC. DBA THRIFTY CAR RENTAL

RENTAL CAR FINANCE CORP.

THRIFTY RENT-A-CAR SYSTEM, INC.

DOLLAR RENT A CAR, INC.

DTG SUPPLY, INC.

THRIFTY CAR SALES, INC.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2017

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PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07962-1966 Attn: Hertz.certrequest@marsh.com / Fax:212-948-0979	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ E-MAIL ADDRESS: _____		FAX (A/C, No): _____
	INSURER(S) AFFORDING COVERAGE		
100595-5M-GAWE-18-19 Dravin	INSURER A : ACE American Insurance Company	NAIC # 22667	
INSURED HERTZ GLOBAL HOLDINGS, INC. (SEE ATTACHED LISTING) 8501 WILLIAMS ROAD ESTERO, FL 33928	INSURER B : Indemnity Ins Co Of North America	NAIC # 43575	
	INSURER C : ACE Fire Underwriters Insurance Company	NAIC # 20702	
	INSURER D : _____	NAIC # _____	
	INSURER E : _____	NAIC # _____	
	INSURER F : _____	NAIC # _____	

COVERAGES **CERTIFICATE NUMBER:** NYC-009796076-05 **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			HDO G2787261A	01/01/2018	01/01/2019	EACH OCCURRENCE	\$ 5,000,000
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							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
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							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C64622195 (AOS) WLR C64622237 (AZ, CA, MA) SCF C64622274 (WI)	01/01/2018 01/01/2018 01/01/2018	01/01/2019 01/01/2019 01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$ 5,000,000
C							E.L. DISEASE - EA EMPLOYEE	\$ 5,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 5,000,000
	<input type="checkbox"/> ENVIRONMENTAL LIABILITY			SELF INSURED	01/01/2018	01/01/2019	OCCURRENCE	\$ 5,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH REGARDS TO GENERAL LIABILITY FOR ALL WORK CONTRACTUALLY OBLIGATED PURSUANT TO THE AGREEMENT. COVERAGE FOR A LOSS UNDER THIS POLICY IS PRIMARY AND NON-CONTRIBUTORY. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT AND ALLOWED BY LAW.

CERTIFICATE HOLDER

CANCELLATION

OKALOOSA COUNTY, FLORIDA 5479A OLD BETHEL ROAD CRESTVIEW, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.		NAMED INSURED HERTZ GLOBAL HOLDINGS, INC. (SEE ATTACHED LISTING) 8501 WILLIAMS ROAD ESTERO, FL 33928	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

AUTOMOBILE LIABILITY CONTINUED:

ACE AMERICAN INSURANCE CO.
01/01/2018 - 01/01/2019

POLICY #ISA H2509749A - HERTZ RAC - MINIMUM FINANCIAL RESPONSIBILITY (MFR) LIMIT PER STATE - AR, CO, MI, ND, NH, NM, OR, RI, SD, WI

ACE AMERICAN INSURANCE CO.
10/01/2017 - 10/01/2018

POLICY #ISA H09063912 - MINIMUM FINANCIAL RESPONSIBILITY (MFR) LIMIT FOR NEW YORK ONLY

HERTZ GLOBAL HOLDINGS, INC. IS SELF INSURED IN THE FOLLOWING STATES - AL, AK, AZ, CA, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MN, MS, MO, MT, NE, NV, NJ, NC, OH, OK, PA, SC, TN, TX, UT, VT, VA, WA, WV, WY

ADDITIONAL NAMED INSUREDS:

THE HERTZ CORPORATION

HERTZ VEHICLES, LLC

HERTZ LOCAL EDITION (HLE)

FIREFLY RENT A CAR LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2017

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PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07962-1966 Attn: Hertz.certrequest@marsh.com Fax 212-948-0979		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
100595-5M-GAW-18-19 STROE		INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED HERTZ GLOBAL HOLDINGS, INC. (SEE ATTACHED LISTING) 8501 WILLIAMS ROAD ESTERO, FL 33928		INSURER A : ACE American Insurance Company 22667 INSURER B : Indemnity Ins Co Of North America 43575 INSURER C : ACE Fire Underwriters Insurance Company 20702 INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-009515307-10 **REVISION NUMBER:** 4

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

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								\$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			Self-Insured up to \$5,000,000 All other States *** See Attached ***	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C64622195 (AOS) WLR C64622237 (AZ, CA, MA) SCF C64622274 (WI)	01/01/2018 01/01/2018 01/01/2018	01/01/2019 01/01/2019 01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 5,000,000
A							E.L. DISEASE - EA EMPLOYEE	\$ 5,000,000
C							E.L. DISEASE - POLICY LIMIT	\$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
OKALOOSA COUNTY IS NAMED AS ADDITIONAL INSURED WITH REGARDS TO GENERAL LIABILITY FOR ALL WORK CONTRACTUALLY OBLIGATED PURSUANT TO THE AGREEMENT.

CERTIFICATE HOLDER OKALOOSA COUNTY 802 - C NORTH PEARL STREET CRESTVIEW, FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.		NAMED INSURED HERTZ GLOBAL HOLDINGS, INC. (SEE ATTACHED LISTING) 8501 WILLIAMS ROAD ESTERO, FL. 33928	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

AUTOMOBILE LIABILITY CONTINUED:

ACE AMERICAN INSURANCE CO.
 01/01/2018 - 01/01/2019

POLICY #ISA H2509749A - HERTZ RAC - MINIMUM FINANCIAL RESPONSIBILITY (MFR) LIMIT PER STATE - AR, CO, MI, ND, NH, NM, OR, RI, SD, WI

ACE AMERICAN INSURANCE CO.
 10/01/2017 - 10/01/2018

POLICY #ISA H09063912 - MINIMUM FINANCIAL RESPONSIBILITY (MFR) LIMIT FOR NEW YORK ONLY

HERTZ GLOBAL HOLDINGS, INC. IS SELF INSURED IN THE FOLLOWING STATES - AL, AK, AZ, CA, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MN, MS, MO, MT, NE, NV, NJ, NC, OH, OK, PA, SC, TN, TX, UT, VT, VA, WA, WV, WY

ADDITIONAL NAMED INSUREDS:

THE HERTZ CORPORATION

HERTZ VEHICLES, LLC

HERTZ LOCAL EDITION (HLE)

FIREFLY RENT A CAR LLC

**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DATE: November 16, 2010
TO: Honorable Chairman & Members of the Board
FROM: Greg Donovan, Airports Director
SUBJECT: Rental Car Agreement Extensions with Hertz and Vanguard
DISTRICT: All

REQUESTING DEPT: Airports

STATEMENT OF ISSUE: The BCC is requested to approve Amendments to the Hertz and Vanguard (National/Alamo) Rental Car operator's Concession and Lease Agreements.

BACKGROUND: The BCC has already approved this form of agreement on November 2, 2010 for Enterprise Rental Car Company. The difference from the Enterprise amendment is the amount of the Minimum Annual Guarantee based on negotiation. As with the Enterprise agreement, these amendments revise the cost sharing terms allowing the use of Customer Facility Charge revenue to abate certain operating costs during the two year extended term. It also deletes the lease charges for the 6.2 acre parcel originally set aside for rental car parking expansion which is being considered for other sources of Airport revenue.

OPTIONS: Approve, Reject or Table


RECOMMENDATION: Approve Amendment No. 1 for Hertz and Vanguard Rental Car companies.

RECOMMENDED BY:



Greg Donovan, Airports Director

APPROVED BY:



James D. Curry, County Administrator

**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 The Hertz Corporation ("Operator") as of this 30th day of September 2010, 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 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 heretofore 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 of five (5) years expiring September 30, 2010 and the Facilities Lease is for a term of approximately 25 years expiring June 30, 2032; and

WHEREAS, the parties desire to extend the Concession Agreement for a period of two (2) years through September 30, 2012, and 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. Extension and Amendment of Concession Agreement

The Concession Agreement is hereby extended and amended as follows:

1. The term of the Concession Agreement is further extended for two (2) additional Agreement Years covering the period commencing October 1, 2010 and expiring September 30, 2012. All other provisions of Article 5 - Term shall remain in effect, unamended, for the extended term.
2. The Minimum Annual Guarantee ("MAG"), as defined in Section 1.19, as levied under Section 7.01, and as payable under Sections 8.01 and 8.02 of the Concession Agreement for the Agreement Years beginning October 1, 2010 and October 1, 2011, shall be

adjusted and payable as follows:

- (a) The MAG for each of the aforementioned Agreement Years shall be the lower of the following amounts:
 - (1) the sum of four hundred thirty thousand dollars (\$430,000)
 - (2) the sum determined for the applicable Agreement Year by reducing the MAG that was in effect for the Agreement Year beginning October 1, 2009, the sum of four hundred ninety thousand two hundred dollars (\$490,200), by the percentage decrease in annual enplaned passengers at the Airport between those reported for the Agreement Year ending September 30, 2009 (enplaned passengers 386,321) and those reported for the applicable Agreement Year under this Amendment (i.e., Agreement Years ended September 30, 2011 and September 30, 2012 respectively).
 - (b) For each Agreement Year occurring under this amended and extended Concession Agreement, Operator shall make monthly payments equal to one-twelfth of the MAG set forth in subparagraph (a)(1) above in accordance with the payment provisions contained in Sections 8.01 and 8.02 of the Concession Agreement. Not later than sixty (60) days after the expiration of each Agreement Year under this amended, extended Concession Agreement, County shall compute total enplaned passengers at the Airport for the Agreement Year then ended, calculate the percentage reduction in reported enplaned passengers for the Agreement Year then ended from those reported for the Agreement Year which ended September 30, 2009, and compute the MAG applicable under subparagraph (a)(2) above. In the event that County owes Operator a credit or refund on account of the recalculation of the applicable MAG under subparagraph (a)(2) above, the County shall either issue Operator a credit for said amount against the Operator's ensuing month's MAG and Rentals due, or in the event that the credit is for the Agreement Year ended September 30, 2012 and Operator does not have a successor agreement to this Concession Agreement, refund said amount to Operator. All other provisions in the Concession Agreement related to the MAG shall remain in effect, unamended, for the extended term.
3. 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 are currently in effect for the Agreement Year ending September 30, 2010, shall remain in effect for each of the two (2) additional Agreement Years provided for by this Amendment, that is the rental rate of \$52.97 per square foot for Counter/Office Space and the rental rate of \$39.44 per space for Ready Return Space. 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.

4. 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 current 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.
5. 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 aforesaid.

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 the execution date hereof, 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, extended Concession Agreement (October of 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 2016. The annual CFC savings resulting therefrom, \$33,334, 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.

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

This Amendment No. 1 shall be 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.

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 extend 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

By: _____

Wayne Harris, Chairman

BCC approval on November 16, 2010.

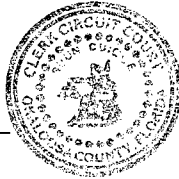


ATTESTS:

CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

Gary J. Stamford

Gary J. Stamford
Deputy Clerk



THE HERTZ CORPORATION

rk

By: _____

Simon Ellis
Vice President, Properties and Concessions

CORPORATE SEAL:

ATTESTS:

Robert M. Hurwitz

Name Robert M. Hurwitz

Assistant Secretary
Title

ACKNOWLEDGMENT

STATE OF FLORIDA

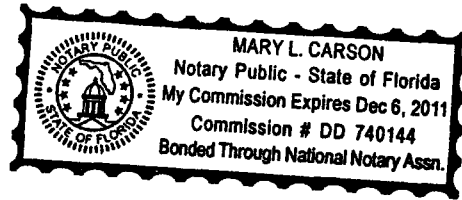
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared Wayne Harris, 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 16th day of November, 2010.

Mary L. Carson
NOTARY

My commission expires: 12/6/11




ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF BERGEN

Before me, the undersigned officer duly authorized to take acknowledgement in the COUNTY and STATE aforesaid, personally appeared Simon Ellis, Vice President, Global Real Estate & Concessions, who under oath deposes and says that he is the duly authorized representative of The Hertz Corporation 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 3rd day of November, 2010.



NOTARY

My commission expires: January 24, 2014

Hertz

THE HERTZ CORPORATION

225 Brae Boulevard
Park Ridge, NJ 07656-0713
Telephone: (201) 307-2474 Fax: (866) 999-6708

Linda Dravin
Senior Paralegal

November 3, 2010

Send via Federal Express

Jon Morris
Administration & Finance Manager
Northwest Florida Regional Airport
Okaloosa County Airport Administration
1701 State Road 85N
Eglin AFB, FL 32542

Dear Mr. Morris:

Please find enclosed three (3) signed copies of Amendment No. 1 to Non-Exclusive Rental Car Concession Agreement and Lease and Rental Car Service Facilities Lease. Kindly have them signed on behalf of Okaloosa County, Florida and return one fully executed Amendment to my attention for Hertz's files.

Very truly yours,



Linda Dravin
Senior Paralegal

/ld
Enclosures

**OKALOOSA REGIONAL AIRPORT
RENTAL CAR SERVICE FACILITIES LEASE
BETWEEN
OKALOOSA COUNTY, FLORIDA
AND
THE HERTZ CORPORATION**

**L07-0305-AP25-121
LESSEE: HERTZ CORPORATION
CAR SERVICE FACILITY USE LEASE
EXPIRES: 6/30/2032**

JUNE 2007

RENTAL CAR SERVICE FACILITIES LEASE

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RENTAL CAR SERVICE FACILITIES LEASE

This Rental Car Service Facilities Lease ("Agreement") is entered into this ^{17th} day of ~~June~~ ^{July} 2007, by and between Okaloosa County, Florida, ("County"), a political subdivision created under the laws of the State of Florida and The Hertz Corporation ("Operator"), a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware.

WITNESSETH:

WHEREAS, County operates and maintains the Okaloosa 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, 2010; 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 aforereferenced 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 not designated their locations within the Consolidated Service Facilities. Upon notice from County, Operator and the other rental car operators shall make their designations of locations and Exhibits C-1 through C-5 shall be revised to reflect said designations.

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 the 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 on the Commencement Date established in County's Notice to Operator 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. The foregoing allocations shall include the reallocation of the requirement for the Common Areas to the aforementioned five (5) facilities as indicated on page 2 of 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

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

By Express Mail or
Overnight Delivery:

Airports Director
Okaloosa County, Florida
Okaloosa 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
9-digit routing number: 063206090

To Credit:

Okaloosa County
Account Number: 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:

- (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 and Property Damage Liability	\$5,000,000 Combined Single Limit Each Occurrence
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- (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. Jerry L. Sealy, A.A.E.
Airports Director
Okaloosa Regional Airport
State Road 85 North
Eglin AFB, FL 32542

copy to: Mr. John Christopher
Okaloosa County Contract Coordinator
602-C North Pearl Street
Crestview, FL 32536
(850)689-5960

OPERATOR

Mr. Simon Ellis
Vice President, Properties and Concessions
The Hertz Corporation
225 Brae Boulevard
Park Ridge, NJ 07656

by Overnight Delivery

COUNTY

Mr. Jerry L. Sealy, A.A.E.
Airports Director
Okaloosa Regional Airport
State Road 85 North
Eglin AFB, FL 32542

copy to: Mr. John Christopher
Okaloosa County Contract Coordinator
602-C North Pearl Street
Crestview, FL 32536
(850)689-5960

OPERATOR

Mr. Simon Ellis
Vice President, Properties and Concessions
The Hertz Corporation
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.

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

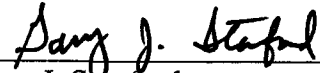
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

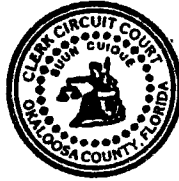
By: 
Don R. Amunds
Chairman




ATTESTS:

CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA


Gary J. Stanford
Deputy Clerk



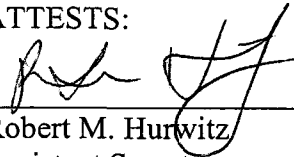
THE HERTZ CORPORATION

By: 
Simon Ellis
Staff Vice President,
Real Estate and Concessions

m f
m m

CORPORATE SEAL:

ATTESTS:


Robert M. Hurwitz
Assistant Secretary

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 Don R. Amunds, 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 5th day of September, 2007.



NOTARY

My commission expires: 8/19/2010



Wanda L. Glass
Commission # DD576753
Expires August 19, 2010
Bonded Troy Pain - Insurance, Inc. 000-0007010

ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF BERGEN

Before me, the undersigned officer duly authorized to take acknowledgements in the COUNTY and STATE aforesaid, personally appeared Simon Ellis, Staff Vice President, Real Estate & Concessions, who under oath deposes and says that he is the duly authorized representative of The Hertz Corporation 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 29th day of August, 2007.

Linda Dravin
NOTARY

My commission expires: _____

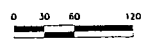
LINDA DRAVIN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 24, 2009



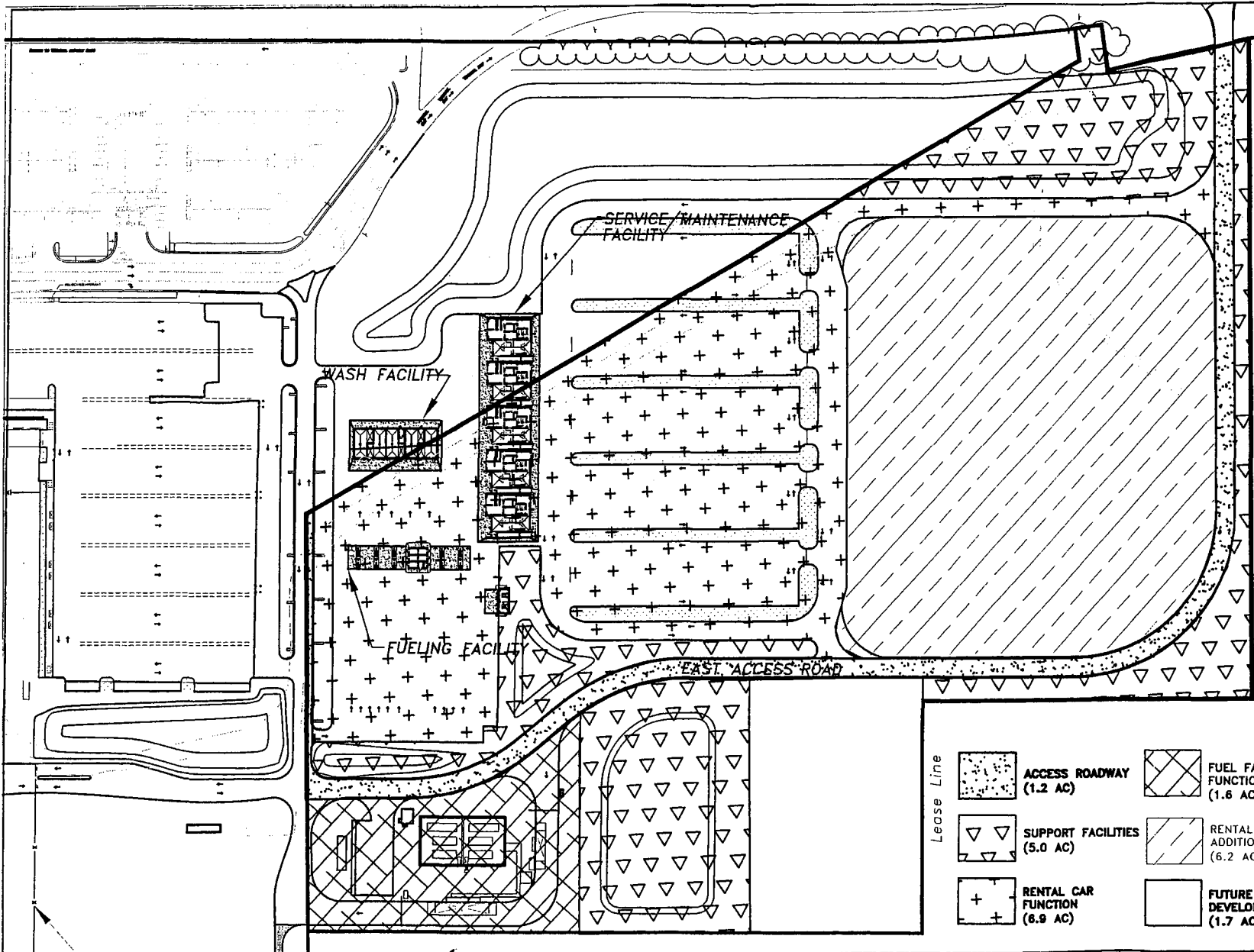
OKALOOSA REGIONAL AIRPORT







RENTAL CAR SERVICE FACILITIES LEASE

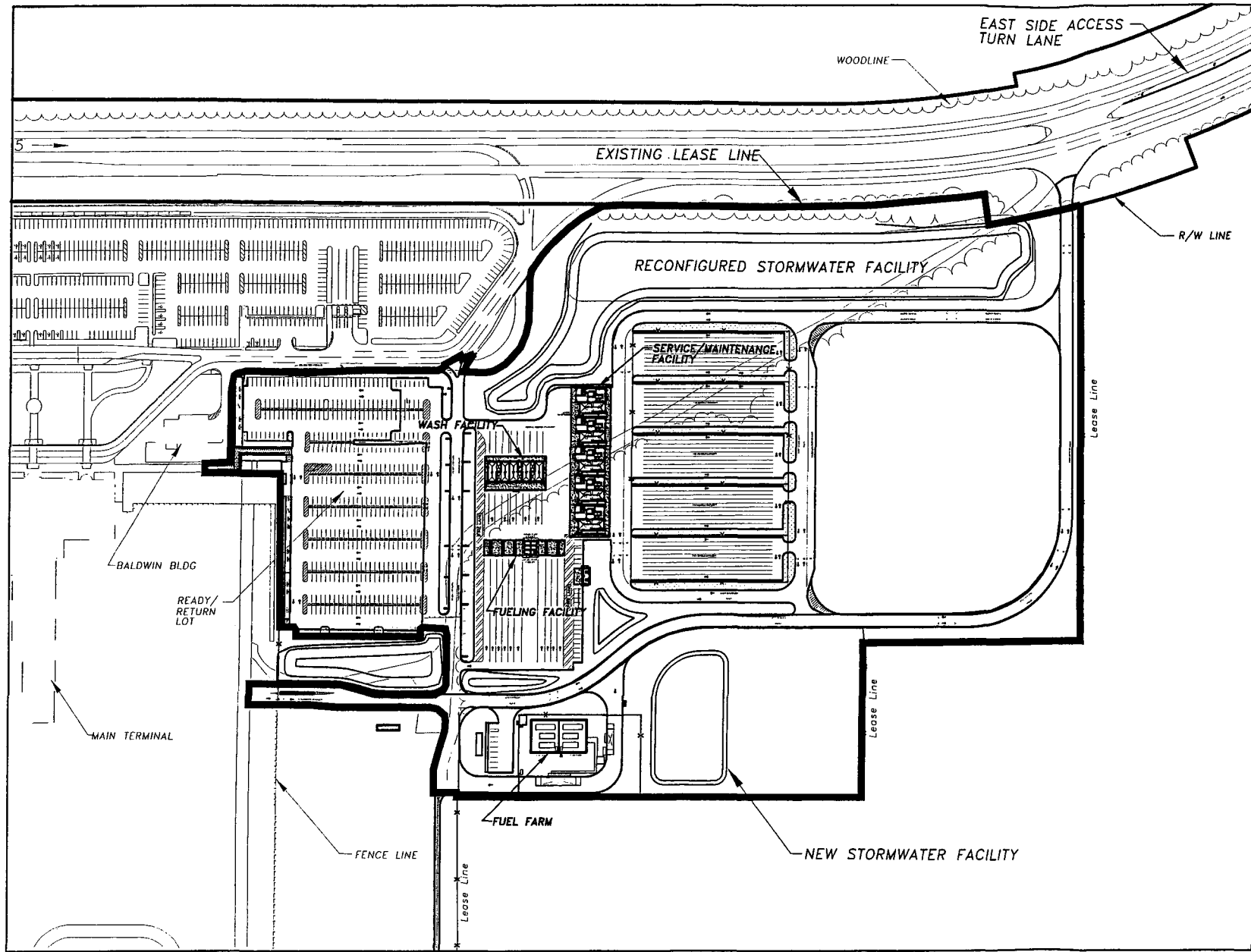
EXHIBIT A



22.6 ACRE ADDITION TO USAF LEASEHOLD



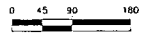
- | | | | | |
|------------|---|---------------------------------|---|--|
| Lease Line |  | ACCESS ROADWAY
(1.2 AC) |  | FUEL FARM FUNCTION
(1.6 AC) |
| |  | SUPPORT FACILITIES
(5.0 AC) |  | RENTAL CAR ADDITIONAL AREA
(6.2 AC) |
| |  | RENTAL CAR FUNCTION
(6.9 AC) |  | FUTURE DEVELOPMENT
(1.7 AC) |



OKALOOSA
REGIONAL
AIRPORT

RENTAL CAR
SERVICE
FACILITIES
LEASE

EXHIBIT B



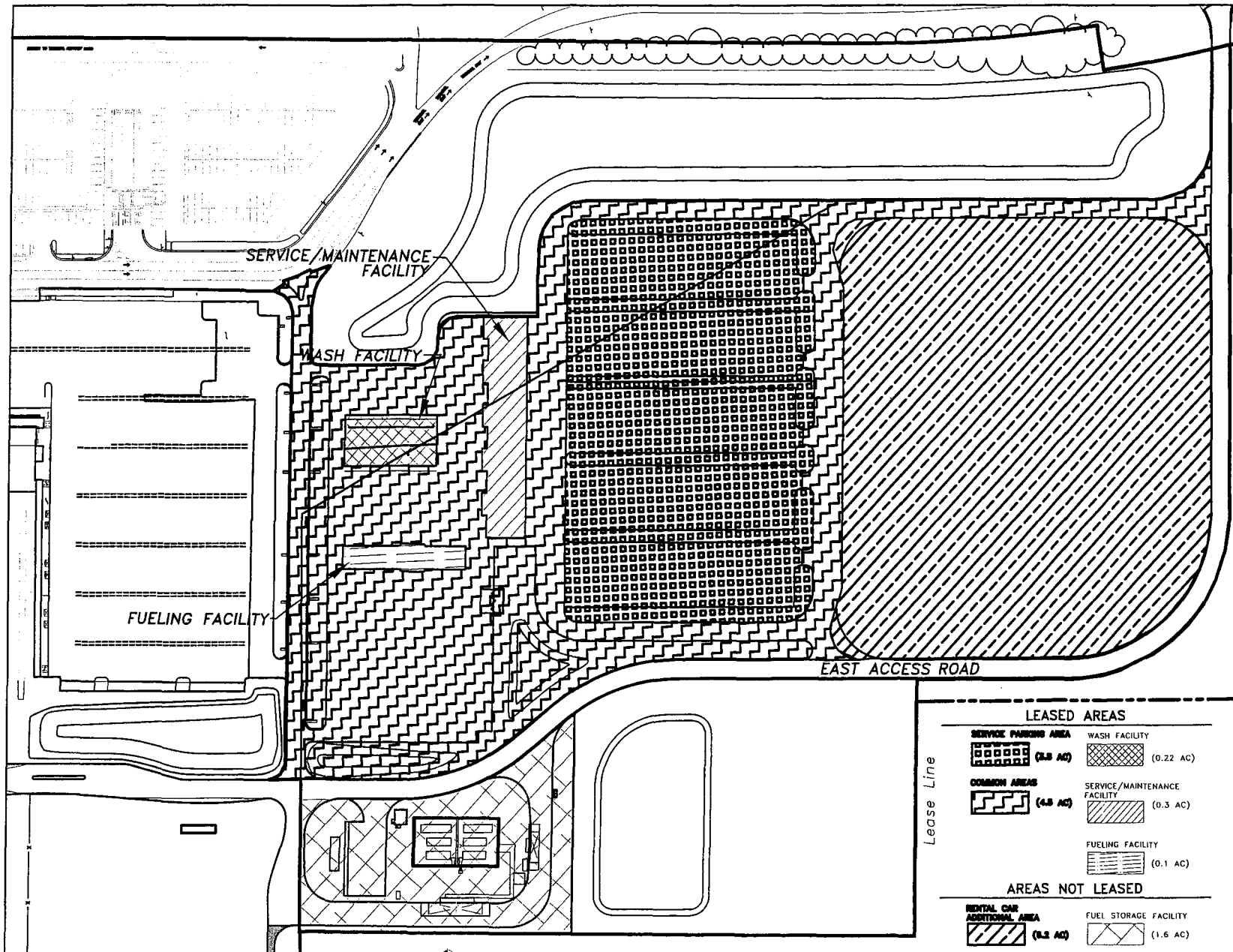
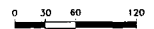
RENTAL CAR
SERVICE
FACILITIES
PROJECT SITE








OKALOOSA
REGIONAL
AIRPORT

RENTAL CAR
SERVICE
FACILITIES
LEASE



EXHIBIT C



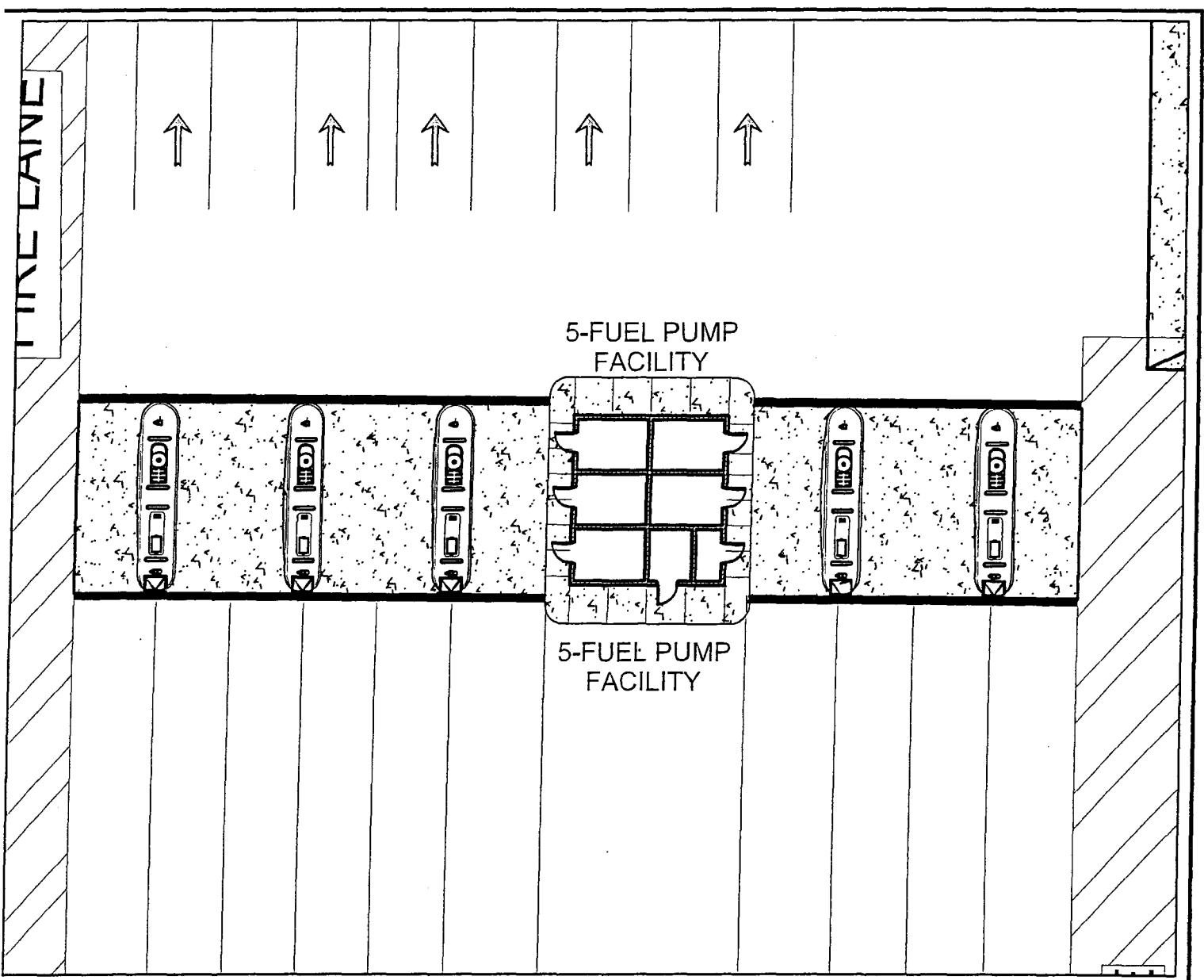
LEASED AREAS

 SERVICE PARKING AREA (2.8 AC)	 WASH FACILITY (0.22 AC)
 COMMON AREAS (4.8 AC)	 SERVICE/MAINTENANCE FACILITY (0.3 AC)
	 FUELING FACILITY (0.1 AC)

AREAS NOT LEASED

 RENTAL CAR ADDITIONAL AREA (1.2 AC)	 FUEL STORAGE FACILITY (1.6 AC)
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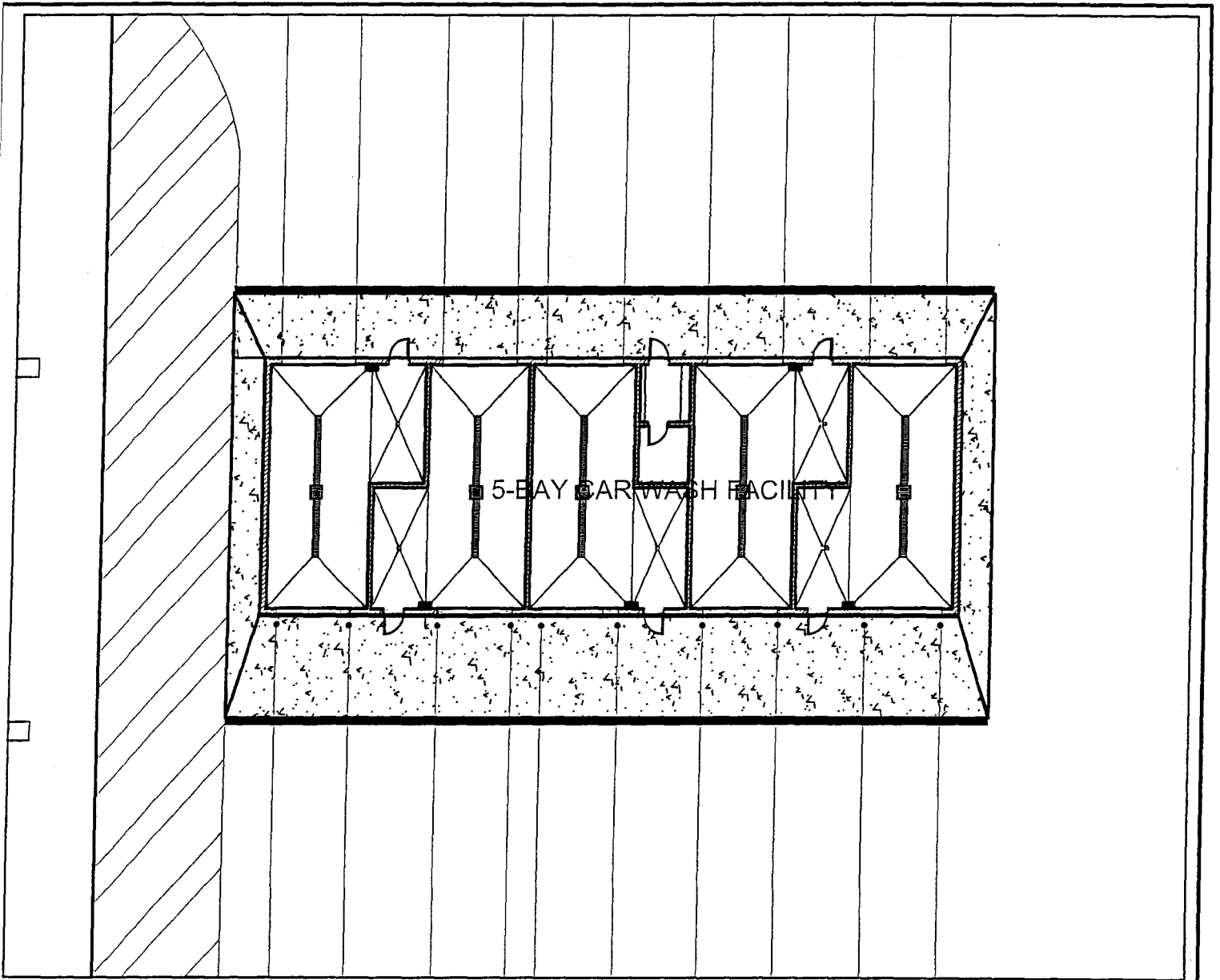
RENTAL CAR
SERVICE
FACILITIES
LEASED AREAS



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 RIDGER
CENTER ATIONS BUILDING, SUITE 100,
TALLAHASSEE, FLORIDA 32301
(888) 326-0480
CORPORATE LICENSE NUMBER 00004307



OKALOOSA REGIONAL AIRPORT
(VPS)
OKALOOSA COUNTY, FLORIDA

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

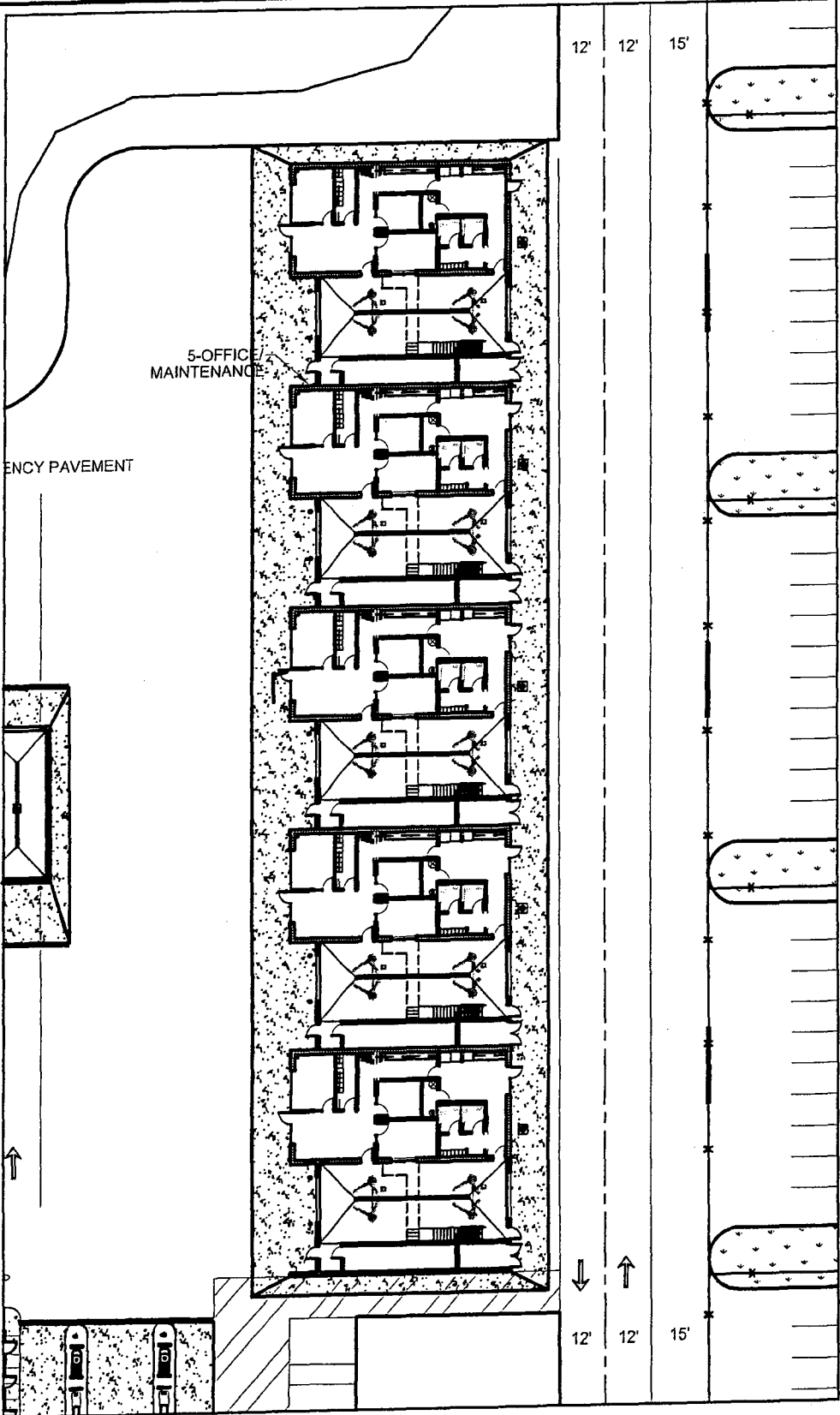
THE
LPA
GROUP **LPA**
TRANSPORTATION CONSULTANTS
1320 EXECUTIVE CENTER DRIVE, THE KODER
CENTER ATIONS BUILDING, SUITE 100,
TALLAHASSEE, FLORIDA 32301
(800) 286-0480
CORPORATE LICENSE NUMBER 00004307

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



OKALOOSA REGIONAL AIRPORT
(VPS)
OKALOOSA COUNTY, FLORIDA

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

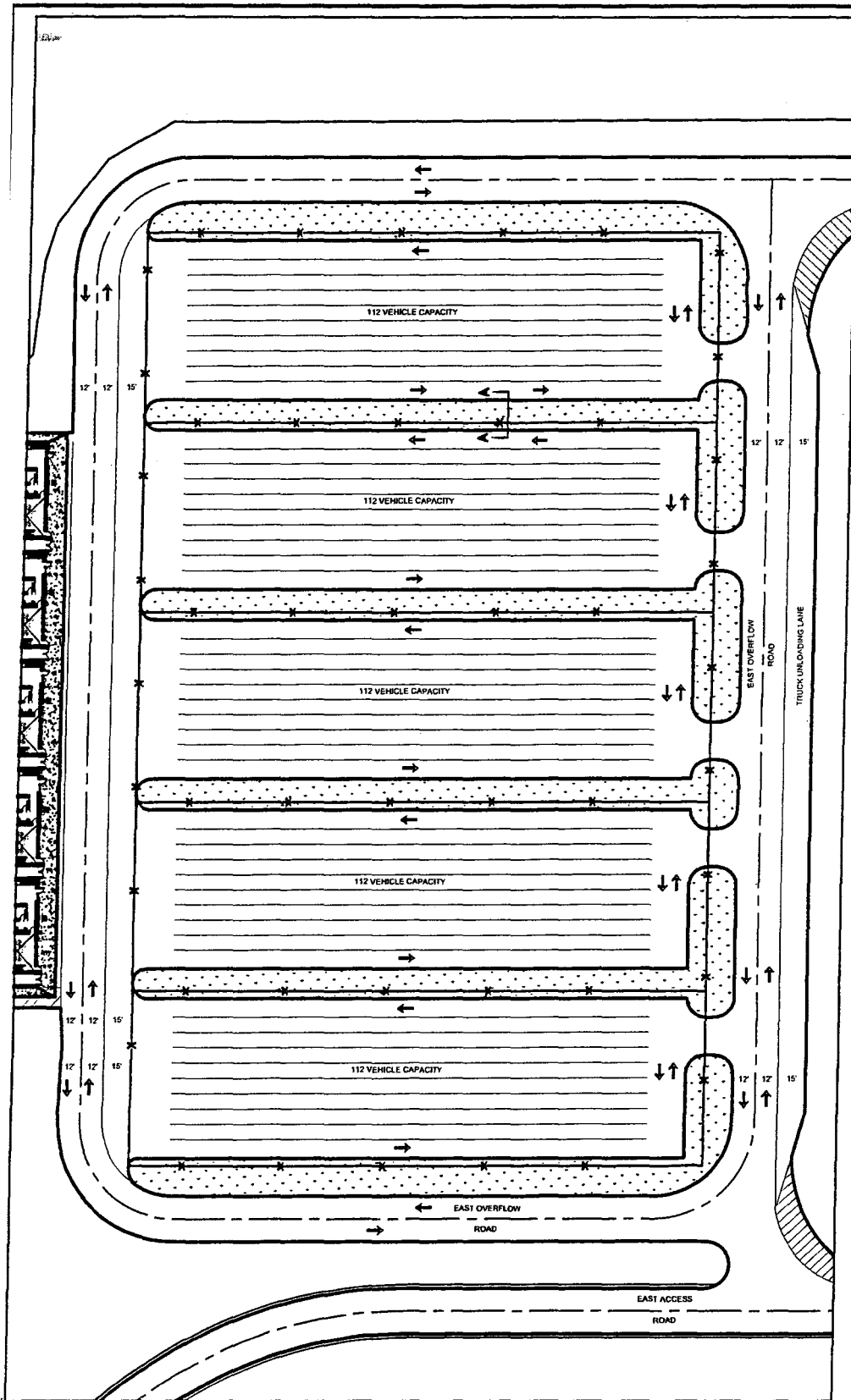


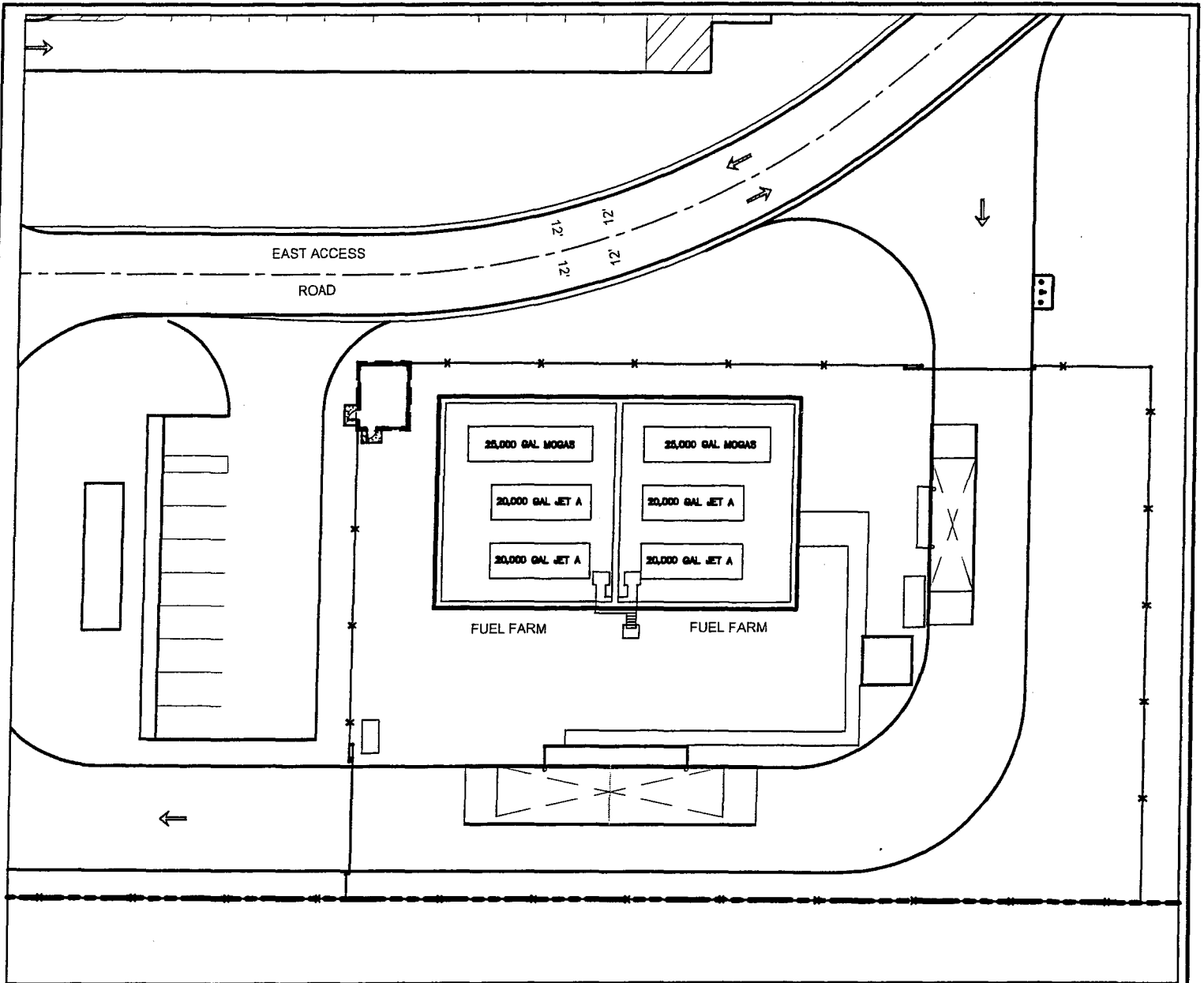
OKALOOSA REGIONAL AIRPORT
RENTAL CAR FACILITIES LEASE
C-4 SERVICE PARKING AREA



OKALOOSA REGIONAL AIRPORT
(VPS)
OKALOOSA COUNTY, FLORIDA

THE
LPA
GROUP **LPA**
TRANSPORTATION CONSULTANTS
1320 EXECUTIVE CENTER DRIVE, THE NOGER
CENTER ATYNS BUILDING, SUITE 100,
TALLAHASSEE, FLORIDA 32301
(800) 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 ROGER
CENTER ATWASH BUILDING, SUITE 100,
TALLAHASSEE, FLORIDA 32301
(800) 206-0460
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)	\$ 228,280
TOTAL COSTS	\$ 4,533,684
<u>RENTAL CAR FACILITIES:</u>	
Rental Car Lots, Roadways, Etc...	\$ 1,226,819
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>	
	\$ 734,921
DESIGN (4)	\$ 43,894
INSPECTION, TESTING & CONSTRUCTION ADMIN (3)	\$ 42,096
ESTIMATED RENTAL CAR FUEL FARM COSTS	\$ 820,911
ALLOWANCE FOR DESIGN/CONSTRUCTION - REMOVAL / RESTORATION OF CURRENT SERVICE FACILITIES (5)	\$ 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 ADO 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>\$12,486,292</u>
<i>Project Cost With 15% Contingency</i>	<u>\$12,427,879</u>
<i>Remaining Funds</i>	<u>\$58,413</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.

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	<u>\$9,150,000</u>
TOTAL SOURCES OF FUNDS	<u><u>\$9,150,000</u></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>\$645,987</u>
TOTAL USES OF FUNDS	<u><u>\$9,150,000</u></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	<u>\$ 1,648,055</u>	<u>227,383</u>	
<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>\$ (1,327,126)</u>		
Net Rental Requirement	<u>\$ 320,929</u>		

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.

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 SF (2)	O & M Per SF	O & M Component	Allocated O & M Component	Debt Service Component	Coverage (3) Component	Service Facilities Reserve Fund Component (4&6)	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	13,068	\$ 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	\$ 29,682	\$ 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	\$ 53,488	\$ -	\$ 1,648,055
Amount Funded From CFCs				\$ -	\$ -			\$ -	\$ -	\$ (782,425)	\$ (391,212)	\$ (100,000)	\$ (53,488)	\$ -	\$ (1,327,126)
Balance				\$ 65,232	\$ 65,232			\$ 255,697	\$ 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 G

**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 H

**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.