

PM 1121-390-27
John Wayne Airport

LEASE SUMMARY

LESSOR

County of Orange

TENANT

The Hertz Corporation

USE

Non-exclusive right to operate a Rental Car Concession

LEASED PREMISES

1. Rental Service Counter Area containing approximately 422.8 sq. ft. located in the center of the arrival level of the Thomas F. Riley Terminal Building for office and counter space.
2. 256 Ready Car Parking spaces within the basement of the East Parking Structure for rental cars or at a location as designated by Airport Director.

TERM

The term of the Lease shall be eight approximately (8) years, commencing December 15, 2000 and terminating November 30, 2008.

TERMINATION

Tenant may terminate with 30 days' notice if total ready car parking spaces are reduced to less than 450 for all rental car companies. Lessor may terminate with 60 days' notice. In the event Lessor requires the premises and terminates the Lease without cause, Tenant will be reimbursed for unamortized costs of construction of leasehold improvements.

RENT, FEES AND CHARGES

Tenant shall pay a yearly minimum of \$2,884,896, adjusted to changes in the Consumer Price Index, or 10% of gross receipts, whichever is greater. The ready car parking spaces will be \$49.16 per space with yearly adjustments based on changes in the Consumer Price Index. The number of ready car parking spaces shall be adjusted yearly based on the market share ratios of the preceding twelve months' annual rent and fee payments made by all rental car tenants to Lessor.

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SECURITY DEPOSIT

In order to guarantee payment of all monies due Lessor, Tenant must provide Lessor with a security deposit in an amount equal to approximately four times the estimated monthly rent, fees and charges and other payments. Lessor has the right to adjust the security deposit in the event of a change in operations or fees.

INSURANCE

Tenant will maintain insurance with the following coverage and limits:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000
Automobile Liability	\$1,000,000
Employer's Liability	\$1,000,000
Workers' Compensation	Statutory requirements
Property Insurance	90% of replacement cost for Tenant's constructed improvements

ASSIGNING, SUBLETTING, AND ENCUMBERING

Assigning, subletting or encumbering is permitted only upon prior written approval by Lessor.

Ready car parking spaces are considered personal to Tenant and any transfer, sublet or assignment of Tenant's ready car parking spaces, or any part or portion thereof, is prohibited.

OPERATING REQUIREMENTS

Tenant shall:

1. Conduct its car rental operations in a first class manner satisfactory to the Airport Director.
2. Require employees working in view of the public to wear clothing/uniforms approved by the Airport Director.
3. Cooperate with and not interfere with Lessor's and other Tenants' use of and operations at the Airport.

RECORDS AND ACCOUNTS

Tenant shall provide Lessor within 90 days after the end of each accounting year, a statement of gross receipts audited by a Certified Public Accountant.

Lessor may audit Tenant's books and accounts at any and all reasonable times. Should the audit reveal a discrepancy of more than 2% between the rent due, as reported by Tenant, and the rent due pursuant to the audit, Tenant shall pay all audit costs.