

***TERMINATION AGREEMENT FOR
RENTAL CAR FACILITY LEASE AND CONCESSION***

THIS TERMINATION AGREEMENT is made this ____ day of September 2016, by and between the PORT OF SEATTLE, a Washington municipal corporation (“the Port”) and FIREFLY RENT A CAR LLC, a Delaware limited liability company (“Firefly”).

WHEREAS the Port entered into that certain Consolidated Rental Car Facility Lease Agreement dated June 18, 2008 with Rainier Leasing Corporation, a Washington corporation (the “Lease Agreement”); and

WHEREAS, the Lease Agreement was assigned from Rainier Leasing Corporation to Simply Wheelz, LLC, a Delaware limited liability company; and

WHEREAS, the Port entered into that certain Rental Car Concession Agreement dated June 1, 2010 with Simply Wheelz, LLC (the “Concession Agreement”); and

WHEREAS, Simply Wheelz, LLC assigned, as part of bankruptcy proceedings occurring before the United States Bankruptcy Court of the Southern District of Mississippi, to Firefly all of Simply Wheelz’s interest in and to the Lease Agreement and Concession Agreement; and

WHEREAS, the Port provided its consent to the assignment to and assumption by Firefly under that certain Conditional Consent to Assignment dated June 3, 2014; and

WHEREAS, Firefly has ceased all operations in the Consolidated Rental Car Facility as of _____ 2016 and wishes to terminate the Lease Agreement and Concession Agreement; and

WHEREAS , the parties have agreed upon the terms and conditions under which the Lease Agreement and Concession Agreement will be terminated;

NOW, THEREFORE, the parties agree as follows:

1. Lease Termination. Subject to all of the terms and conditions hereof, the parties agree that both the Lease Agreement and Concession Agreement shall be terminated. The effective date for termination of these agreements (the “Termination Date”) shall be October 31, 2016.

2. Payment. For and in consideration of the early termination of the Lease Agreement and Concession Agreement, Firefly shall pay the Port the sum of One Million Eight Hundred Fifty Thousand Dollars and No Cents (\$1,850,000.00), which amount shall be paid in full on or before the Termination Date. In the event that this amount is not paid when due, all past dues sums shall bear interest at the rate of eighteen percent (18%) per annum until paid. Firefly shall otherwise remain fully responsible for all amounts accruing under and due to the Port under either the Lease Agreement or Concession Agreement through the Termination Date.

3. Firefly's Pro Rata Share of Expenses Due After Termination Date. In addition to, and not in lieu of, the obligations set forth in Paragraph 2 hereof, Firefly shall – as provided in Sections 15.1.3.2.5 and 19.1.1.2 of the Lease Agreement – remain responsible for the payment of all amounts due under the agreement(s) between Firefly and the Facility Manager and Fuel Facility Manger for operations, maintenance and repair (specifically including utilities) until such time as Firefly's Premises are permanently re-leased to another Operator under the Consolidated Rental Car Facility Lease or Firefly is otherwise released from its obligations under the Facility Manager Agreement and Fuel Facility Manager Agreement.

4. Credit Against Land Rent and Reimbursable O&M Costs. The Port agrees, for the benefit of Firefly and the other Operators under the Consolidated Rental Car Facility Lease Agreement, that the Port will credit so much of the amount paid to it by Firefly under Paragraph 2 to Firefly's Pro Rata Share of both the Value of the Site (i.e. Land Rent) and Reimbursable O&M Costs that would otherwise be due and payable by Firefly. This credit shall, however, extend *only* until such time as Firefly's Premises are permanently re-leased to another Operator under the Consolidated Rental Car Facility Lease Agreement; and nothing in this Paragraph shall require the Port to provide such a credit to the extent that any portion of Firefly's Premises are (pending the permanent re-leasing as part of the Facility reallocation) temporarily re-leased to any other Operator,

5. Mutual Release. In consideration of the promises set forth herein, the Port and Firefly – for themselves and their heirs, representatives, executors, administrators, successors and assigns – hereby mutually release, acquit and forever discharge each other – and their respective officers, directors, subsidiaries, affiliates, agents, employees, representatives, attorneys, insurers, either past or present, and all persons acting under them by and through, or in concert with any of them – from any and all actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, suits, debts and demands, of whatever character, in law or in equity, whether presently known or unknown, relating to either the Lease Agreement or Concession Agreement; *provided, however,* this release shall not extend to any obligation by Firefly to: (i) indemnify the Port against third-party liability under Section 17.1 of the Lease Agreement or Section 10.1 of the Concession Agreement, (iii) comply with, and indemnify the Port against liability for violation of the environmental standards as set forth in Sections 18 and 19 of the Lease Agreement, (iii) pay rent or any other sums due the Port under the Lease Agreement or Concession Agreement, which amounts accrue between the date of this Agreement and the Termination Date, (iv) to observe any other term of the Lease

Agreement or Concession Agreement between the date of this Agreement and the Termination Date, or (v) to observe any of the requirements of this Termination Agreement.

6. Entire Agreement; Modification. This Agreement sets forth all covenants, promises, agreements, conditions or understandings between the parties hereto and concerning the subject matter hereof. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties other than as are set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding unless reduced to writing and signed by all parties hereto.

7. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of Washington without regard to choice of law principles. In the event that any term, covenant, condition or other provision of this Agreement is held to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement shall remain in full force and effect.

8. Fair Construction. The parties acknowledge and agree that the language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any of the parties. The captions and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraphs nor in any way affect this Agreement.

9. Attorneys' Fees. In the event any party requires the services of an attorney in connection with enforcing the terms of this Agreement or in the event that suit is brought for the breach of any representation, warranty, covenant or condition of this Agreement, the prevailing party shall be entitled to a reasonable sum for attorneys' fees, consultants' or experts' fees, witness fees and other costs, both at trial and on appeal.

10. Successors and Assigns. This Agreement and each of its covenants and conditions shall be binding upon, and shall inure to the benefit of, the parties hereto and the respective successors and assigns.

DATED as of the date first set forth above.

PORT OF SEATTLE

FIREFLY RENT A CAR LLC

By: _____
Its: _____

By: _____
Its: _____

ACKNOWLEDGMENT FOR OPERATOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____ 2016, before me, personally appeared _____ to me known to be the _____ of FIREFLY RENT A CAR LLC, a Delaware limited liability company, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of _____
Residing at: _____
My commission expires: _____

ACKNOWLEDGMENT FOR THE PORT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____ 2016, before me, personally appeared _____ to me known to be the _____ of the PORT OF SEATTLE, a Washington municipal corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of _____
Residing at: _____
My commission expires: _____