

EXHIBIT B

ENTERPRISE LEASE
(pages 14-34 of this Agreement)

COPY

COMMERCIAL LEASE

THIS LEASE, made and entered into this 6th day of April, 1993, by and between HOWARD K. ANDERSON and DORCAS ANDERSON, husband and wife ("Lessor") and ENTERPRISE LEASING COMPANY, d/b/a ENTERPRISE RENT-A-CAR, a Washington corporation, ("Lessee").

WITNESSETH:

In consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties hereby agree as follows:

ARTICLE I
LEASED PREMISES

Leased Real Property

1.1 Lessor hereby leases to Lessee, and Lessee hereby hires from the Lessor those certain commercial buildings and office space in Seattle, King County Washington, illustrated in Exhibit A attached hereto and located on property legally described in Exhibit B attached hereto, which exhibits are incorporated by reference (said property hereinafter referred to as the Leased Premises).

Signs

1.2 Lessee shall obtain all requisite governmental permits to affix any signs to the exterior of the Leased Premises. All signs of Lessee shall be subject to the prior written approval of Lessor, which approval shall not be unreasonably withheld.

ARTICLE II
TERM

Term/Options to Renew/Termination

2.1 Term.

The term of this Lease shall be for a period of five (5) years commencing on the 1st day of December, 1993, and ending at 11:59 p.m. on the 30th day of November, 1998.

2.2 Options to Renew.

Lessee shall have the option to extend this lease for two additional terms of five years each upon the same terms and conditions as contained in this lease except as to rent. To exercise any such options, Lessee shall give written notice of intention to do so to

the Lessor not less than six months before the termination date of the then current lease term or extended term. Lessee's right to renew this lease is conditioned upon Lessee having performed all conditions and covenants on its part to be performed at the end of the then-current lease term or the extended term.

2.3 Termination of Lease by Lessor.

Lessor may terminate this lease pursuant to paragraph 17.12.

ARTICLE III
RENT

Rent for First Five-Year Term

3.1 Lessee will pay to Lessor a rental of Five Thousand Dollars (\$5,000) per month commencing December 1, 1993 for the first year, thereafter rental will be Fifty-Five Hundred Dollars (\$5,500) per month through November 30, 1998. If the rent is not paid by the fifth day of the month then there shall be a late charge of one hundred dollars (\$100.00) per month. Rental shall be paid in advance on the first day of each month of this lease which monthly payments shall be in the sum of Five Thousand Dollars (\$5,000) per month for the first year of the lease, and Fifty-Five Hundred Dollars (\$5,500) thereafter.

Rent for Any Extended Lease Term

3.2 The rental for any extended term shall be the fair rental value of the leased premises at the beginning of any extended term giving effect to all relevant conditions then existing. After the giving of notice of intention to extend the lease, Lessor and Lessee shall enter into negotiations to determine the fair rental value for the extended term on the conditions set forth in this lease. If Lessor and Lessee cannot agree upon the rental by the date which is 90 days prior to the termination of the lease, the amount of such rent shall be determined by arbitration according to the laws of the State of Washington. The parties shall select an arbitrator who is a member of the American Institute of Real Estate Appraisers or a similar or successor organization and if the parties cannot so agree, then an arbitrator shall be appointed by the Presiding Judge of the King County Superior Court. The rental to be fixed shall be based upon the property as "free and clear to lease" but in no event shall be less than \$5,500 per month. The expenses of any appraisal conducted in accordance with this lease shall be borne equally by the Lessor and Lessee.

ARTICLE IV
CONDUCT OF BUSINESS

Use of Premises

4.1 Lessor agrees that Lessee and those holding by, through and under Lessee may only use the Leased Premises for general car rental, leasing, sales, and for general administrative purposes connected with said business. Without limitations on the foregoing

the Lessee shall not use the premises nor any part thereof for any trade, manufacture, occupation or any use which shall be unlawful or a nuisance or contrary to any law, ordinance, rule or regulation of public authority.

Liens or Encumbrances

4.2 Lessee shall keep the leased premises free and clear of any liens and encumbrances arising out of any work performed, materials furnished or obligations incurred by Lessee.

Compliance with Laws

4.3 Lessee shall comply with all municipal, county, state and federal ordinances or laws imposing restrictions or regulations on the leased premises and the use thereof.

ARTICLE V UTILITIES, TAXES AND INSURANCE

Utility Charges

5.1 Lessee covenants and agrees to promptly pay prior to delinquency all charges for heat, light, sewer, water, Metro charges and all other public utilities which shall be used and/or charged against the leased premises during the term of this Lease.

Licenses and Taxes

5.2 Lessee shall be responsible for, and shall pay throughout the lease term, all license and excise fees and all occupation and personal property ad valorem taxes for the business conducted on the Leased Premises and property owned or being leased by Lessee. If any governmental authority or unit under any present or future law effective at any time during the term of this Lease shall in any manner levy a tax on rent payable under this Lease or rent accruing from use of property or a tax in any form against the Lessor because of or measured by income derived from the leasing or rental of such property, such tax shall be paid by Lessee, either directly or through Lessor, and for Lessee's default therein, Lessor shall have the same remedies as for failure to pay rent; provided, however, that Lessee shall not be liable to pay any net income tax or business and occupation tax imposed on Lessor.

Real Estate Taxes and Assessments

5.3 Real property taxes and personal property taxes and all assessments on the Leased Premises or contents thereof shall be the obligation of Lessee. This includes any obligation to the City of Seattle for street or other use purposes and in particular for using any alleys or easements. Lessor shall provide Lessee with copies of tax and assessment statements. Lessee agrees to pay to Lessor any taxes and assessments billed for the Leased Premises at least thirty (30) days before the due date. Such tax and/or assessment payment shall be deemed additional rent. Any such taxes and assessments payable during the year in

which this Lease commences or ends shall be prorated for the portion of the year the Leased Premises are under lease by Lessee. With respect to assessments which may be levied against or upon the Leased Premises, during the lease term, Lessee shall be required to pay each year only the amount of such annual installments as shall be payable during any year of the lease term (with appropriate proration for any partial year), and Lessee shall have no obligation to continue such payments after the termination of this Lease.

Property Insurance

5.5 Lessee at its expense and without cost to Lessor shall maintain during the term of this lease fire and extended insurance coverage with respect to all buildings, structures, and improvements including additions or enlargements, upon the Leased Premises or other property acquired insuring against loss or damage by fire or as otherwise provided in the insurance policies in an amount sufficient to prevent Lessor or Lessee from being a co-insurer of any partial loss under the applicable policies, which may be written on a replacement costs basis or blanket coverage subject to the ninety percent (90%) average clause and business interruption insurance guaranteeing the payment of rental for up to six months after an insured loss. Lessee shall provide copies of all insurance certificates required by this lease agreement to Lessor and shall provide proof of payment of premiums on an annual basis. All insurance maintained by Lessee pursuant to this paragraph 5.5 above shall name Lessor, Lessee, and any mortgagee, Deed of Trust Beneficiary, or contract vendor of the fee interest in the Leased Premises as insured's as their respective interests may appear, and shall include if reasonably attainable an effective waiver by the insurer of such insurance of all rights of subrogation against any named insured or such insured's interest in the Leased Premises. Provided that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least fifteen (15) days after Lessors receipt of written notice thereof and said insurance shall be subject to approval by Lessor which approval will not be unreasonably withheld.

ARTICLE VI CONDITION OF PREMISES AND ALTERATIONS

Alterations by Lessee

6.1 Lessee has examined the Leased Premises and any fixtures and equipment therein and accepts possession of the same in their present condition. Lessee shall not make any material alterations, additions or improvements in or to the Leased Premises, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Any alterations, additions, or improvements made by Lessee in the Leased Premises shall be at Lessee's sole expense. Lessee shall secure any and all governmental permits required in connection with any such work, and shall hold Lessor harmless from any and all liability and any and all liens resulting therefrom. With the exception of any moveable partitions which may be installed with Lessor's consent, all such alterations, additions and improvements shall become the property of the Lessor and shall remain in and be surrendered with the premises as a part thereof at the termination of this Lease, without disturbance or injury.

ARTICLE VII
CONDITION AND MAINTENANCE OF PREMISES

Condition of Premises

7.1 Lessee shall keep the Leased Premises neat, clean, and in a sanitary condition, to the satisfaction of the Board of Health and fire department of the jurisdiction in which the premises are located and its inspectors; and shall comply with each and all the statutes of the State of Washington and ordinances of the jurisdiction in which the premises are located now in force or hereafter enacted pertaining to the use and occupancy of Leased Premises by the Lessee and to keep the sidewalks and parking areas surrounding the same free and clear of ice and snow and all obstructions, according to the ordinances of said jurisdiction.

Maintenance and Repair

7.2 Lessee will be responsible for maintaining the roof, exterior walls and foundation of the buildings on the Leased Premises. The leased premises have been inspected by Lessee, including any fixtures and equipment and said premises are accepted by Lessee in their present condition. Lessee, at its sole cost and expense, shall keep the Leased Premises (including exterior doors and entrances, all windows, and moldings and trim of all doors and windows) and any partitions, door surfaces, fixtures, equipment, and appurtenances thereof (including lighting, heating and plumbing fixtures, and any air conditioning system) in good order, condition and repair, damage by unavoidable casualty excepted (but not excluding damage from burglary or attempted burglary of the Leased Premises). Without limiting the generalities thereof, Lessee shall keep the glass of all windows, doors and showcases clean and presentable; immediately replace all broken glass in the Leased Premises; make any necessary repairs to, or replacements of, all door closure apparatus and mechanisms; keep all plumbing clean and in a good state of repair; and keep all utilities within the Leased Premises in a good state of repair. Lessee shall carry and pay for a maintenance contract on any air conditioning equipment with a reputable firm providing such service.

Failure to Maintain

7.3 If Lessee fails to keep and preserve the Leased Premises, fixtures and equipment as set forth above, Lessor may, at its option, put or cause the same to be put into the condition and state of repair agreed upon, and in such case, Lessee shall pay the cost thereof, upon receipt of written statements from Lessor. Lessor shall have the right to enter the Leased Premises for the purpose of making such repairs upon Lessee's failure to do so.

No Repairs or Maintenance Required by Lessor Except as Specified

7.4 Lessor shall have no obligation to repair or maintain the Leased Premises or the buildings located thereon or the fixtures and equipment therein, whether structural or non-structural. Lessee waives the benefit of any statute now or hereinafter in effect which would otherwise afford Lessee the right to make repairs at Lessor's expense or to terminate

this Lease because of Lessor's failure to keep the Leased Premises in good order, condition and repair. Lessee has either inspected or has been afforded the opportunity to inspect all of the improvements, fixtures and equipment on the Leased Premises through an engineer of Lessee's choice, and accepts the Leased Premises and fixtures and equipment in their present condition "as is".

Surrender of Leased Premises

7.5 At the expiration or sooner termination of this Lease, Lessee shall return the Leased Premises, fixtures and equipment to Lessor in substantially the same condition in which received (or if altered by Lessor or by Lessee with Lessor's consent, then the Leased Premises, fixtures and equipment shall be returned in such altered condition), reasonable wear and tear and damage by fire or other casualty excepted. Lessee's obligation to perform this covenant shall survive the expiration or termination of this Lease.

ARTICLE VIII INSURANCE AND INDEMNITY

Indemnification

8.1 Lessor shall not be liable for any injury to any person, or for any loss of or damage to any property (including property of Lessee) occurring in or about the Leased Premises from any cause whatsoever, unless caused by Lessor's sole negligence or willful misconduct. Lessee hereby indemnifies and holds Lessor harmless, and agrees to defend Lessor against all claims, charges, liabilities, obligations, penalties, damages, costs and expenses (including attorneys' fees) arising, claimed, charged or incurred against or by Lessor from any actual or alleged injury to any person or from any actual or alleged loss of or damage to any property caused by or resulting from any act or omission of Lessee or any officer, agent, employee, guest, invitee, or visitor of Lessee in or about the Leased Premises, except as occasioned by the sole negligence or willful misconduct of Lessor or Lessor's agent or employees. Without limiting the foregoing, Lessor and Lessor's agent shall not be liable for theft, or any damage, either to person or property, sustained by Lessee or others, caused by any defects now in the Leased Premises or hereafter occurring, becoming out of repair or caused by fire, or by the bursting or leaking of water, gas, sewer or steam pipes, or from any act or neglect of any persons or due to the happening of any accident from whatsoever cause in or about the Leased Premises.

Liability Insurance

8.2 Lessee shall, during the entire term of this Lease, keep in full force and effect a policy or policies of comprehensive general liability and property damage insurance with respect to the leased property, and the business operated thereon by the Lessee and any subleases or Lessee on the Leased Premises with combined single limit coverage for bodily injury and property damage, in an amount not less than One Million and Five Hundred and No/100 Dollars (\$1,500,000.00). Lessor shall be named as one of the insured's and shall be furnished with a certificate of such insurance, which shall bear an endorsement that the same

shall not be canceled except upon not less than twenty (20) days prior written notice to Lessor. The insurance shall be with an insurance company or companies and in a form approved by Lessor which consent will not be unreasonably withheld. A copy of each policy or certificate of insurance shall be delivered to Lessor prior to commencement of the term.

Waiver of Subrogation

8.3 Lessor and Lessee hereby mutually release each other from liability and waive all rights of recovery against each other for any loss in or about the Leased Premises, from perils insured under their respective fire insurance contracts, including any extended coverage endorsements thereof, whether due to negligence or any other cause; provided, that this section shall be inapplicable if it would have the effect, but only to the extent that it would have the effect of invalidating any insurance coverage of Lessor or Lessee. If at any time this waiver of subrogation provision is unacceptable to the insurer of either party, that party shall immediately notify the other party of such information.

ARTICLE IX
ASSIGNMENT AND SUBLETTING

Assignment and Subletting

9.1 Lessee shall not assign or transfer this Lease or any interest therein or sublet the whole or any part of the Leased Premises, nor shall this Lease or any interest therein be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the prior written consent of Lessor which consent shall not be unreasonably withheld.

ARTICLE X
DESTRUCTION OF LEASED PREMISES

Notice

10.1 In case the improvements on the leased premises are destroyed or damaged by fire, earthquake, or other casualty during the term of this Lease, Lessee shall give Lessor immediate written notice thereof.

Substantial or Partial Destruction

10.2 No Abatement of Rent or Termination by Reason of Damage or Destruction. In the event there is any destruction or damage to the property or the buildings and improvements from any cause whatsoever, the rent shall not be abated.

10.3 Loss or Damages. If at any time during the term of this lease, or any extension thereof, the building or any improvements on the property are damaged or destroyed from any cause whatsoever, Lessee shall promptly restore the building and/or any improvements thereon to their condition prior to their destruction or damage. Fire insurance

proceeds shall be paid to Lessor and Lessor shall pay to Lessee the proceeds thereof from time to time as the rebuilding work progresses for the costs of each rebuilding, repair or restoration. Disbursement shall be made upon written request of Lessee, accompanied by evidence satisfactory to Lessor that the amount requested has been paid or is then due and payable and is properly a part of such costs. In the event the insurance proceeds are not sufficient to completely rebuild the building(s) or improvements, Lessee shall make up any difference.

Provided, however, so long as any leading institution, its successors or assigns or any other party has an interest in the Leased Premises as the beneficiary of a deed of trust, vendor of a real estate contract or otherwise, any policy or policies provided for fire or other casualty insurance which Lessor or Lessee may be obligated to maintain may be deposited with and made payable to said lending institution as beneficiary of a deed of trust or vendor as their interests may appear under a standard mortgagee's clause provided that if there is no default in the payment of said lending institution's note or under the terms of its deed of trust, or payments to any vendor, any loss proceeds paid by the insurer to said lending institution shall thereupon be made available promptly for the repair or restoration of the Leased Premises upon presentation of material and labor bills for work completed, but only in the event the Lessee has confirmed to said lending institution the lease will continue in full force and effect upon completion of such repairs or restoration, which work shall be diligently pursued.

ARTICLE XI EMINENT DOMAIN

Total Taking

11.1 If all of the Leased Premises are taken by eminent domain, this Lease shall terminate as of the date Lessee is required to vacate the Leased Premises, and all rent shall be paid to that date.

Partial Taking

11.2 If a taking of any part of the Leased Premises by eminent domain renders the Leased Premises unsuitable for the business of Lessee, then this Lease may, at the option of either party, be terminated as of the date when Lessee is required to vacate the portion of the Leased Premises so taken by written notice given to the other party not more than thirty (30) days after Lessor received notice of the taking, and if terminated, all rent shall be paid to the date of termination. Whenever any portion of the Leased Premises shall be taken by eminent domain, and this Lease is not terminated, Lessor shall, at its expense, proceed with all reasonable dispatch to do such work as may be required to restore the structure of the Leased Premises, or what remains thereof, as nearly as may be to the condition they were in immediately prior to such taking, and Lessee shall, at its expense, proceed with all reasonable dispatch to do such work to the fixtures, furniture, furnishings, floor covering and equipment as may be required to restore them as nearly as may be to the same condition they were in immediately prior to such taking. From the date Lessee is required to vacate that portion of

the Leased Premises taken, the minimum rent payable hereunder shall be reduced in the same proportion that the area taken bears to the overall area of the Leased Premises. The Lessor shall be entitled to receive the entire award in the condemnation proceedings. Lessee hereby specifically assigns to Lessor any and all right, title and interest which Lessee now has or may hereafter have in or to any such award or any part thereof, and Lessee shall be entitled to receive no part of such award.

ARTICLE XII LESSEE'S DEFAULT

Default

12.1 Time is of the essence hereof. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessee.

(a) Failure to Pay Rent. Lessee's failure to make any payment of minimum rent, additional rent, or any other sum to be paid by Lessee hereunder, as and when due, where such failure continues for a period of five (5) business days after written notice thereof by Lessor to Lessee.

(b) Failure to Perform. Lessee's failure to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee (other than described in 12.1(b) above) where such failure continues for a period of ten (10) business days after written notice thereof by Lessor to Lessee.

Remedies

12.2 Following a default or breach by Lessee, without limiting Lessor in the exercise of a right or remedy Lessor may have under this Lease, at law or in equity, Lessor may, at its option, upon written notice to Lessee, declare Lessee's rights under this Lease terminated and re-enter the leased premises using such force as may be necessary and repossess itself thereof as of its former estate and remove all persons and property from the leased premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee, all without service of notice or resort to legal process, and without being deemed guilty of any trespass or becoming liable for any loss or damage caused thereby. Lessor may sell such personal property excluding automobiles in a commercially reasonable sale after such personal property has been stored for a period of thirty (30) days or more. Notwithstanding any such re-entry, the liability of Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this Lease, and Lessee shall make good to Lessor any deficiency arising from receipt by Lessor of a lesser rent than provided for herein and from any commission cost of reletting.

Legal Expenses

12.3 If either party is required to bring any action or otherwise refer this Lease to an attorney for the enforcement of any of the covenants, terms and conditions of this Lease,

the prevailing or non-defaulting party shall, in addition to all other remedies provided herein, receive from the other party all the costs, including a reasonable attorneys' fee, incurred in the enforcement of the covenants, terms and conditions of this Lease (whether or not an action is instituted) and including any such costs and fees incurred by the prevailing party on any appeal.

Waiver

12.4 Neither the acceptance of rent, nor any other act or omission of Lessor at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Lease shall operate as a waiver of any past or future violation, breach, or failure to keep or perform any covenant, agreement, term, or condition hereof or to deprive Lessor of its rights to cancel or forfeit this Lease, upon the written notice provided for herein, at any time that cause for cancellation or forfeiture may exist or be construed so as to at any future time estop Lessor from properly exercising any other option, right, or remedy that it may have under any term or provision of this Lease, at law or in equity.

ARTICLE XIII
ACCESS BY LESSOR AND OTHERS

Right of Entry

13.1 Lessor or Lessor's agents during business hours on forty-eight (48) hours notice shall have the right to enter the Leased Premises at reasonable business hours to examine the same, including fixtures and equipment, and to show them to prospective purchasers or lessees of the building, and to make such repairs, alterations, improvements, or additions as Lessor may deem desirable. If Lessee is not personally present to permit entry and an entry is necessary or permissible, Lessor may enter the same by a master key or may forcibly enter the same, without rendering Lessor liable therefor. Nothing contained herein shall be construed to impose upon Lessor any duty of repair of the building except as otherwise specifically provided for herein. This paragraph does not restrict Lessors right under paragraph 1.2.

Inspections

13.2 Lessee shall permit access to the Leased Premises for all such inspections as may be required by law, and Lessee shall, during the term of this Lease, pay all fees due the city, county, state or federal government on account of any inspection made on said leased premises by any officer or agent of said city, county, state or federal government, which inspections are in relation to the use and occupancy of said premises by the Lessee or the conduct of the business of the Lessee therein.

ARTICLE XIV
SURRENDER OF PREMISES

Surrender of Possession

14.1 Lessee covenants and agrees to promptly yield and deliver to Lessor possession of the Leased Premises, including the fixtures and equipment described above, without notice at the expiration date or at any prior termination date. The Leased Premises, including the above-described fixtures and equipment, shall be in the same condition as when first obtained by Lessee, reasonable wear and tear and damage by insurable risks excepted. Lessee further agrees to remove all of its personal property from said premises, to clean the premises and to deliver to Lessor all keys to the Leased Premises at the expiration of the term or sooner termination date.

Holding Over

14.2 Any holding over by Lessee after the expiration of the term hereof, with Lessor's consent, shall be construed to be a tenancy from month to month at the rent provided for during the final month of the initial term of this Lease, and on all of the terms and conditions set forth, so far as is consistent with such month to month tenancy.

ARTICLE XV
QUIET ENJOYMENT

Lessor's Covenant

15.1 Lessee, upon fully complying with and promptly performing all of the terms, covenants, and conditions of this Lease on its part to be performed, shall have and quietly enjoy the Leased Premises for the term set forth herein.

ARTICLE XVI
MISCELLANEOUS

Notices

17.1 Except as may otherwise be provided herein, any notices required in accordance with any of the provisions herein shall be sent by registered or certified mail addressed to Lessor at 1830 Broadmoor Drive, Seattle, WA 98112, or at such other place as Lessor may in writing direct; and addressed to Lessee at 11961 - 124th Avenue N.E., Kirkland, WA 98034; or at such other place as Lessee may in writing direct.

Successors and Assigns

17.2 All the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon Lessor, Lessee, and their respective heirs, administrators, executors, successors and assigns, and upon any person or persons coming into ownership or possession

of any interest in the Leased Premises by operation of law or otherwise, and shall be construed as covenants running with the land.

Insolvency

17.3 If Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Lessee, then Lessor shall have the right to cancel this Lease.

Entire Agreement

17.4 This Lease and any exhibits or attachments hereto and forming a part hereof set forth the entire agreement of Lessor and Lessee concerning the Leased Premises, and there are no other agreements or understandings, oral or written, between Lessor and Lessee. Any subsequent modification of this Lease shall be binding upon Lessor and Lessee only if reduced to writing and signed by them.

Broker's Commission

17.5 Each of the parties represents and warrants that there are no claims for brokerage commissions or finders fees in connection with the execution of this Lease and each of the parties agrees to indemnify the other against, and hold it harmless from, all liabilities arising from any such claim (including, without limitation, the cost of attorney's fees in connection therewith).

Partial Invalidity

17.6 If any term, covenant or condition of this Lease or the application thereof to any person or circumstances is, to any extent, invalid or unenforceable, the remainder of this Lease, and the application of the term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Signs

17.7 At the termination of this Lease, all such signs, symbols and advertising matter attached to or painted by Lessee upon the premises with the consent of Lessor, whether on the exterior or interior thereof, shall be removed by Lessee at its own expense. Lessee shall repair any damage or injury to the premises and correct any unsightly condition caused by the maintenance or removal of any such sign.

Subordination/Nondisturbance

17.8 Lessee agrees that this Lease shall be subordinate to any mortgage or trust deed that may be existing or hereafter placed on the real property of which Leased Premise

are a part, and to any and all renewals, replacements and extensions thereof. Any security agreement shall either be subject to the terms and conditions of this Lease and the rights hereunder granted to Lessee, or such security instrument shall be prior to this Lease, provided the Mortgagee gives to Lessee a nondisturbance and attornment agreement. The nondisturbance and attornment agreement shall (i) recognize the lease of Lessee; and (ii) provide in the event of foreclosure or other realization proceedings under the security instrument, the Mortgagee or any successor to Lessor through such realization proceeding, will, as of the date of the Mortgagee or such successor acquires the Lessor's interest in the Leased Premises or otherwise gains control of the Lessor's interest be obligated to Lessee to keep and perform all of the obligations of the Lessor under this Lease, or as amended, provided Lessee is not in default in any condition of the Lease.

Covenants Running With the Land

17.9 All the covenants, agreements, conditions and undertakings in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, distributees, lessees, successors, and assigns of each of the parties hereto, the same as if they were in every case named and expressed, and same shall be construed as covenants running with the land. Wherever in this Lease reference is made to any of the parties hereto, it shall be held to also include and apply to, whenever applicable, the heirs, executors, administrators, distributees, lessees, successors and assigns of each such party, the same as if in each and every case so expressed.

Absence of Partnership

17.10 Nothing contained in this Lease shall create a partnership or joint venture as between Lessor and Lessee or render Lessor or Lessee in any way responsible for the debts of the other, it being the express intention that the relationship of the parties hereto shall at all times be that of Lessor and Lessee.

Hazardous Substances

17.11 Lessor will hold Lessee harmless from and indemnify and defend Lessee against and from any damage, loss, expense or liability, including any attorneys' fees and costs incurred as a result thereof, resulting from any prior use of the Leased Premises involving "hazardous substances" prior to Lessee's occupation of the Leased Premises. "Hazardous substances" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radio active substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in affect or promulgated in the future, as such laws, regulations or rules may be amended from time to time, and it shall be interpreted to include any other substance which after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food or otherwise, will, may or reasonably be anticipated to cause sickness, death, disease, behavior abnormalities, cancer or genetic abnormalities. Likewise, Lessee will hold Lessor harmless from and indemnify and defend Lessor against and from any damage, loss, expense or liability,

including any attorneys' fees and costs incurred as a result thereof, resulting from any use of the Leased Premises involving "hazardous substances" during Lessees occupation of the Leased Premises.

Termination of Lease by Lessor

17.12 Lessor may terminate this lease in the event:

(a) Lessor has a bona fide sale of the leased premises to a person or entity who intends to erect upon the leased premises and adjacent property a major improvement after the demolition of any building(s) on the leased premises. Said major improvement to be a multi-story structure and may include a hotel, a store, a warehouse, or office building.

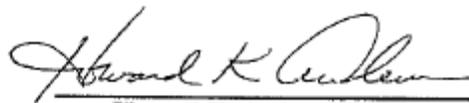
(b) Lessor undertakes a major improvement on the leased premises in conjunction with adjacent property owners wherein the building(s) on the leased premises are destroyed. A major improvement is as described immediately above. Lessor may qualify as undertaking a major improvement if Lessor is an investor, lessor, limited partner, shareholder, or participates in any other business way wherein the leased premises owned by Lessor are part of the major improvement.

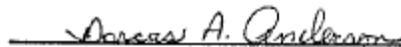
Upon giving the notice of intention to terminate the lease, the term thereof shall cease, be terminated and end at the expiration of one year from the day when such notice has been mailed. After said date the Lessor may take possession of the leased premises, and every part thereof, and have and enjoy the said premises as his former estate, free, clear and discharged of this lease, and of all rights of the Lessee or any assignee hereunder.

Lessor will reimburse Lessee on the termination date of the lease and after Lessee has vacated the leased premises for the amount of any unamortized improvements on the leased premises for improvements made prior to the notice of termination. The dollar amount of unamortized leasehold improvements shall be measured by Lessee's federal income tax return and shall be prorated for any year.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above set forth.

LESSOR:


Howard K. Anderson


Dorcas Anderson

RAW

LESSEE:

ENTERPRISE LEASING COMPANY, d/b/a
ENTERPRISE RENT-A-CAR,
a Washington corporation

By Richard C. Goodman
Richard C. Goodman, Vice President
and General Manager

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 6 day of April, 1993, personally appeared before me
Howard K. and Dorcas Anderson, to me known to be the Lessors, and acknowledged that
they acknowledged said instrument as their free and voluntary act and deed, for the uses and
purposes therein mentioned.

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

June Meehan
NOTARY PUBLIC in and for the State of
Washington, residing at Bothell
My commission expires August 29, 1998

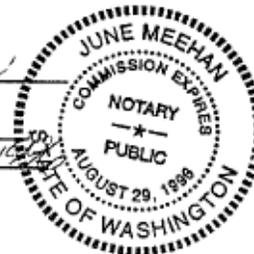


STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 6 day of April, 1993, personally appeared before me
Richard C. Goodman, to me known to be the Vice President and General Manager of
Enterprise Leasing Company, d/b/a Enterprise Rent-A-Car, the corporation that executed the
within and 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 was authorized to execute said instrument.

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

June Meehan
NOTARY PUBLIC in and for the State of
Washington, residing at Bothell
My commission expires August 29, 1998





2000 Benson Rd. So., Ste. 250
Renton, WA 98055-4422
425-228-7650

**LEASE EXTENSION
BETWEEN
HOWARD & DORCAS ANDERSON
AND
ENTERPRISE RENT-A-CAR**

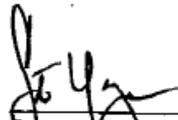
This extension refers to the property at 2116 Westlake Avenue, Seattle, Washington, 98121. Enterprise Rent-A-Car will exercise its lease option beginning ~~January 1, 1999~~ for a term of five (5) years with one (1) five (5) year option to renew. *Dec 1 1998 (10)*

Rent: Rent will be paid in the same manner as it now stands, the only difference being that Enterprise will pay to Lessor \$1,000.00 more per month than the current rent payment.

LESSOR:

LESSEE:


Howard Anderson


Scott Yaguchi
Vice President / General Manager
Enterprise Rent-A-Car

5-6-98
Date

5/4/98
Date


Dorcas Anderson

5-6-98
Date

12/02/03

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Howard Anderson
1830 Broadmoor Drive
Seattle, WA 98112

Re: NOTICE OF EXERCISE OF LEASE RENEWAL OPTION
Enterprise Rent-A-Car
2116 Westlake Ave

Dear Howard Anderson:

The undersigned is a tenant at the above location under that certain Lease dated April 6th, 1993. Pursuant to the terms of the Lease, we hereby exercise our second five (5) year option to renew such that the term of our Lease shall now expire on November 30th, 2008. In addition Leasee, shall be granted one (1) additional five (5) year option.

Rent for the above exercised option shall be as follows:

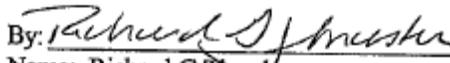
12/1/2003-11/30/2004	\$8,000.00
12/1/2004-11/30/2005	\$8,000.00
12/1/2005-11/30/2006	\$8,500.00
12/1/2006-11/30/2007	\$8,500.00
12/1/2007-11/30/2008	\$8,500.00

Rent for the remaining options shall be bound by Article 3.2 of the Lease.

Thank you for the courtesies extended to us during our tenancy and we look forward to a continued successful business relationship.

Very truly yours,

Enterprise Leasing Company A Washington State Corporation, d/b/a Enterprise Rent-A-Car

By: 
Name: Richard G Thrasher
Title: Vice President General Manager

Receipt acknowledged this _____ day of _____, 20__.

Howard Anderson

By: 
Name: HOWARD ANDERSON
Title: PREY.

LEASE AMENDMENT

This Lease Amendment is entered into the 2nd day of August, 2005 by and between Howard Anderson ("Lessor") and Enterprise Leasing Company, A Washington Corporation ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee entered into a Lease dated April 6th, 1993 for the "Premises" described in the Lease Agreement located at 2116 Westlake Ave, Washington, 98112; and

WHEREAS, Lessor and Lessee wish to agree to modify and amend the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Lessor and Lessee, and in consideration of the covenants and agreements provided in said Lease, Lessor and Lessee agree as follows:

1. Renewal Option. Lessee shall be granted one (1) additional five (5) year option. This additional option will now grant the Lessee a total of two (2), five (5) year options available for the Lessee to exercise. Such extended terms shall be upon the same terms and conditions as during the term hereof. If Lessee fails to exercise its options within the time period as specified in the Lease, Lessor shall so notify Lessee and Lessee shall have seven (7) business days thereafter within which to exercise the option.
2. Rent. The minimum rent for the premises payable in advance for each month for the renewal options mentioned above, shall be set forth in the Rent schedule below:

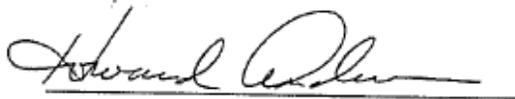
Minimum Rent Schedule:

12/1/2008-11/30/2013	\$9,350.00
12/1/2013-11/30/2018	\$10,285.00

3. Except as expressly modified hereby, all other terms and conditions of the Lease shall remain in full force and effect.

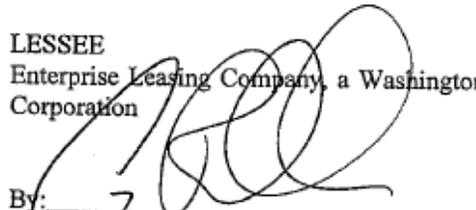
IN WITNESS WHEREOF, the undersigned have executed this fourth Addendum as of the day and year first set forth above.

LESSOR



Howard Anderson
Owner

LESSEE
Enterprise Leasing Company, a Washington
Corporation



By: _____

Craig Anderson
Regional Vice President



9840 Willows Rd NE, Suite 202,
Redmond, WA 98052
425-558-3200
425-558-3250 Fax
www.enterprise.com

November 2nd, 2006

Howard Anderson
1830 Broadmoor Dr.
Seattle, WA 98112

RE: Lease dated April 6th, 1993 between Howard Anderson, as Lessor, and Enterprise Leasing Company, a Washington corporation as Lessee, for the Premises located at 2116 Westlake Ave, Seattle, WA .

Dear Howard:

In accordance with the provisions of the above referenced Lease, this is to confirm the following:

1. Lessor is in receipt of \$109,887.05 from Lessee for payment of the South Lake Union Streetcar LID No. 6750 Final Assesment for King County Parcels 0660000485 and 0660000540 which Lessee is responsible for pursuant to section 5.3 of the Lease.
2. If the Lease shall terminate prior to 11/30/18 then Lessor shall refund to Lessee the above amount less the prorated portion for which Lessee has occupied the Premises. Such prorated portion shall be calculated in the following manner:
\$109,887.05 multiplied by, the number of months occupied by Lessor from 10/31/06 to the termination date, divided by the total number of months from 10/1/06 to 11/30/18, or 145 months.

If the above accurately reflects your understanding, please sign both enclosed copies below and return one (1) original to my attention.

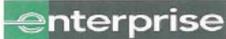
Sincerely,
Enterprise Leasing Company,
a Washington Corporation
d/b/a Enterprise Rent-A-Car


Vice President

AGREED AND CONSENTED TO:

By: 

Date: 11/02/06



Rent-A-Car Division
1119 S.W. 7th Street
Renton, WA 98057

March 20th, 2008

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Cornish College of the Arts
1000 Lenora
Seattle, WA 98121
Attn: Vick Clayton

Re: NOTICE OF EXERCISE OF LEASE RENEWAL OPTION
Enterprise Rent-A-Car
2116 Westlake Ave, Seattle, WA 98121

Dear Vicki Clayton:

The undersigned is a tenant at the above location under that certain Lease dated April 6th, 1993. Pursuant to the terms of the Lease, we hereby exercise our third, five (5) year option to renew such that the term of our Lease shall now expire on November 30th, 2013.

While not a condition to the effectiveness of this Notice, we request that you acknowledge receipt of this letter by signing and returning to the undersigned the enclosed counterpart of this letter.

Thank you for the courtesies extended to us during our tenancy and we look forward to a continued successful business relationship.

Very truly yours,

Enterprise Leasing Company, a Washington State Corporation, d/b/a Enterprise Rent-A-Car

By: Richard G. Thrasher
Name: Richard G. Thrasher
Title: Vice President/General Manager

Receipt acknowledged this 14th day of April 2008

By: U PC

Name: _____

Title: _____

