

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT made and entered into on the date last below

written by and between:

PENSKE TRUCK LEASING CO., L.P.
hereinafter referred to as "PENSKE",

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
a body corporate existing under
the laws of the State of Florida and hereinafter
referred to as "THE SCHOOL BOARD".

WITNESSETH:

WHEREAS, a dispute exists between PENSKE and THE SCHOOL BOARD regarding a document entitled Vehicle Lease Service Agreement dated May 8, 2012 (hereinafter referred to as "VLSA"), a true and correct copy of which is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, such VLSA was executed by a school district employee concerning one (1) Ford E350 – SADC LD, Serial No. 1FDWE3FL8DDA11353 and two (2) Isuzu Trucks Model NPR – 14500 GVW SADT, Serial Nos. JALC4W162D70016991 and JALC4W162D7001671 (hereinafter referred to collectively as "Vehicles"); and

WHEREAS, PENSKE, in good faith, ordered and obtained the above-described Vehicles pursuant to the terms and conditions of the VLSA; and

WHEREAS, pursuant to the terms and conditions of the VLSA, the two vehicles were considered In-Service as of September 14, 2012 and one vehicle was considered In-Service December 18, 2012; and

WHEREAS, PENSKE seeks performance by THE SCHOOL BOARD of its obligations under the VLSA; and

WHEREAS, THE SCHOOL BOARD disputes that the VLSA was executed by a person having authority to bind it; and

WHEREAS, PENSKE in good faith believed the person executing the VLSA had the authority to bid THE SCHOOL BOARD; and

WHEREAS, the parties hereto desire to amicably resolve the disputes existing between them.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the parties do mutually agree as follows:

1. The foregoing recitals are true and correct and are herein incorporated by reference.
2. THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA shall pay the sum of \$162,447.90 (hereafter referred to as "Settlement Proceeds") to PENSKE TRUCK LEASING, CO., L.P. within ten (10) days of the execution of this Settlement Agreement by all parties. The Settlement Proceeds shall be made by certified check payable to the order of "PTL FLEET SALES, INC." and shall be sent to PTL Fleet Sales LBX No. 773430 C/O PNC Bank, 350 East Devon Avenue, Itasca, IL 60143.
3. PENSKE shall deliver possession of the Vehicles, a Motor Vehicle Bill of Sale for the Vehicles, and any appropriate documents for the transfer of title to the Vehicles to THE SCHOOL BOARD within ten (10) days of PENSKE's receipt of payment by THE SCHOOL BOARD (the "Termination Date").

4. Both parties acknowledge that the VLSA shall be effectively terminated on and as of the Termination Date and, THE SCHOOL BOARD shall have no further obligation under the VLSA with respect to these vehicles.

5. Each party hereto shall bear its own attorney's fees and costs incurred with regard to the dispute described herein.

6. PENSKE shall release THE SCHOOL BOARD from any further claims and obligations upon receipt of payment from THE SCHOOL BOARD and the parties shall deliver releases to each other concerning any claims they may have regarding the VLSA. The releases shall be in the form attached as Composite Exhibit B and delivered at the time of payment by THE SCHOOL BOARD.

7. The Settlement Agreement is not an admission of liability by any party, their respective employees, agents, assigns and successors, but is in compromise of a disputed claim. The parties agree that this Settlement Agreement does not constitute any factual or legal precedent and cannot be used as evidence in any subsequent proceedings of any kind, except to enforce the terms hereof.

8. THE SCHOOL BOARD authorizes the Superintendent of Schools or his designee to execute any documents necessary to complete the settlement of this dispute or to effectuate the transfer of title of the Vehicles from PENSKE to THE SCHOOL BOARD.

9. THE SCHOOL BOARD enters into this Settlement Agreement as a business decision to resolve a disputed claim and its execution of this Settlement Agreement shall not be deemed to be an admission of liability or wrongdoing.

10. Venue shall be in the state courts in and for Broward County, Florida for any dispute arising from this Settlement Agreement.

11. This Settlement Agreement constitutes the entire agreement and understanding between the parties and shall not be modified or altered except by written instrument duly executed by the parties. The parties represent and warrant that there have been no representations or promises made by the other or their representatives on which they relied in connection with this Settlement Agreement other than what is set forth herein in writing. The parties further represent and warrant that they are not being induced to enter this Settlement Agreement by anything other than the written words contained herein.

12. This Settlement Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Any party to this Settlement Agreement may deliver an executed copy hereof by facsimile or other electronic transmission to the other party and any such delivery shall have the same force and effect as delivery of a manually signed copy of this Settlement Agreement.

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EXECUTED at Fort Lauderdale, Broward County, Florida on the date last below written.

FOR PENSKE

PENSKE TRUCK LEASING CO., L.P.

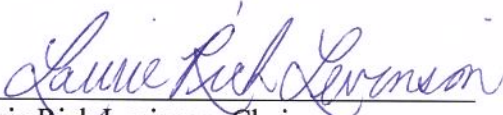
By 

DATED: June 24th, 2013.

FOR THE SCHOOL BOARD

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

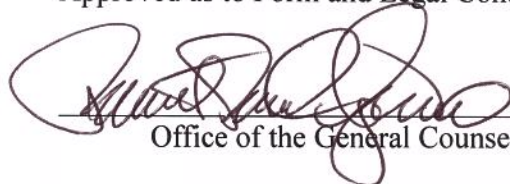
By 
Laurie Rich Levinson, Chair

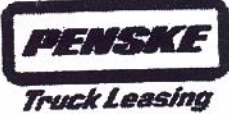
DATED: July 23, 2013.

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 06/26/13
Office of the General Counsel



VEHICLE LEASE SERVICE AGREEMENT

This Vehicle Lease Service Agreement is executed May 08, 2012, by and between PENSKE TRUCK LEASING CO., L.P, a Delaware limited partnership with an address at P.O. Box 563, Reading, PA 19603-0563 ("Penske"), and The School Board Of Broward County FL (indicate which) () a corporation, () a partnership, a limited liability company under the laws of the State of FL with an address at 3831 NW 10 Ave Ft Lauderdale, FL 33309 ("Customer"), and relates to the vehicle(s) described on the Schedule(s) "A" (the "Vehicle" or "Vehicles") annexed to this Vehicle Lease Service Agreement now or hereafter. As the Vehicles described in a Schedule "A" have been placed into Customer's service, Penske will provide Customer with the specific vehicle number, serial number and in-service date for each such Vehicle. The term "VLSA" means this Vehicle Lease Service Agreement and all Schedules attached hereto.

1. GENERAL; TERM AND EXPIRATION.

- a. **Lease and Term.** Penske shall lease the Vehicles to Customer, and Customer shall lease the Vehicles from Penske, subject to the terms of this VLSA. The term of this VLSA for each Vehicle shall begin on the in-service date listed on the in-service documentation provided by Penske ("In-Service Date"), which shall be the date Penske notifies Customer that the Vehicle is available for delivery, and such term shall end on the last day of the calendar month that is the number of months identified in the "Lease Term Mn." column on Schedule "A" from the In-Service Date.
- b. **Selection.** Customer has selected each Vehicle, including the accessories, features, and design requirements set forth on the Vehicle's Schedule "S", and has requested that Penske purchase each Vehicle for lease to Customer under this VLSA. Each Vehicle shall be made available to Customer at the Penske service location set forth on Schedule "A". Customer understands that the delivery date of a Vehicle is solely dependent on the manufacturer and Customer accepts that risk. If a Vehicle has been in Customer's service prior to its In-Service Date no Schedule "S" shall be attached. Except as may be agreed to by the parties, Penske shall have no liability or obligation with regard to any third party hardware or software installed in a Vehicle pursuant to its Schedule "S".
- c. **Expiration and Return.** Upon expiration or termination of the Vehicle's lease, Customer shall return the Vehicle to the Penske location shown on Schedule "A" in the same condition and appearance as when received, ordinary wear and tear excepted, and shall pay to Penske all outstanding "Lease Charges" (as defined in Article 7.a. below) through the date of return plus (i) all license and registration fees, applicable personal property taxes, and prepaid expenses paid by Penske with respect to the Vehicle, pro-rated to the date of expiration or termination, (ii) the cost of de-identification, re-painting, and returning the Vehicle to daily rental condition in accordance with Penske's established standards, and (iii) a pro-rated portion of any licenses or permits that cannot be used or transferred by Penske. If Customer retains a Vehicle after the expiration of its lease, all the terms of this VLSA shall apply to such hold-over period except that either party may terminate the hold-over lease at any time upon written notice to the other, at which time Customer shall return the Vehicle.

2. **PENSKE'S OBLIGATIONS.** Penske shall, at its expense, provide with respect to the Vehicles: (a) all preventive maintenance, replacement parts in accordance with Penske's Fleet Price, and repairs to keep the Vehicles in good repair and operating condition, (b) oil and lubricants necessary for the efficient operation of the Vehicles, (c) all necessary tires, (d) road service because of mechanical and tire failures, (e) periodic exterior washing, and (f) initial painting and lettering of each Vehicle at a cost not exceeding the per-vehicle allowance specified on its Schedule "A". In the event a Vehicle shall be disabled for any reason, Customer and/or its driver shall immediately notify Penske. If a Vehicle is disabled because of mechanical or tire failure, Penske shall, within a reasonable period of time after receipt of notification, properly repair, or cause the repair of, the Vehicle. Penske shall have no responsibility for any repair or service to a Vehicle away from its facilities unless authorized by Penske and documented by an itemized bill for such repairs or services.

3. **CUSTOMER OBLIGATIONS.** Customer shall not cause or permit any person other than Penske or persons authorized by Penske to make any repairs to a Vehicle, and shall abide by Penske's directions concerning emergency repairs. Customer will cause its drivers to (a) promptly report any trouble concerning a Vehicle on forms provided by Penske and (b) check oil and coolant levels in each Vehicle on a daily basis. Customer will return each Vehicle to Penske at the service location set forth on its Schedule "A", or as otherwise directed by Penske, for inspection, preventive maintenance, and repair every month at scheduled times as are mutually agreed upon. Should Customer move the base of operation of a Vehicle from the domicile shown on its Schedule "A" or change the nature of a Vehicle's operation as described on its Schedule "A", Penske shall have the right to either make adjustments to the rates to compensate for such changes or terminate this VLSA with respect to the affected Vehicle. Title to the Vehicles shall remain in the name of Penske or its designee. Customer shall, at all times and at its sole cost, keep the Vehicles free and clear from all liens, encumbrances, levies, attachments, or other judicial process from every cause whatsoever (other than a claimant through an act of Penske).

4. SUBSTITUTE, EXTRA AND INTERIM VEHICLES.

- a. **Substitute Vehicles.** If a Vehicle is temporarily disabled because of mechanical failure and if such Vehicle's Schedule "A" requires Penske to provide a substitute for such Vehicle ("Substitute"), Penske shall furnish a Substitute in as nearly as practicable the same size and type as the inoperable Vehicle. The Substitute will be provided at no extra charge, except that Customer shall be responsible for paying mileage charges for the Substitute at the same rate as for the disabled Vehicle and the fixed charges for the disabled Vehicle shall not abate. Penske shall not be required to letter, paint, or alter any Substitute. The Substitute shall be furnished to Customer whenever possible at the place at which the original Vehicle was disabled and shall be returned by Customer to the facility from which it was provided or the facility at which the repaired Vehicle is made available, as Penske may designate. Penske shall have no obligation to provide a Substitute if the inoperable Vehicle is out of service: (i) because of damage resulting from collision or upset, or (ii) for preventive maintenance or service, or for service or repairs to equipment for which Penske has no responsibility, or (iii) as a result of Customer's violation of any of the terms of this VLSA.
- b. **Extra Vehicles.** At Customer's request, Penske will rent additional vehicles ("Extras") to Customer for temporary use to the extent Penske has available sufficient vehicles of the size and type requested at the Penske facility that services Customer. Penske shall not be required to letter, paint, or alter any Extra. The rental rate to be paid by Customer for the use of an Extra shall be Penske's then prevailing daily rental rate for such vehicles in effect at the location from which the Extra is obtained less fifteen percent (15%), plus all license and registration fees, applicable personal property taxes, and prepaid expenses paid by Penske with respect to the Extra, if not included in such rate. Penske shall have no obligation to provide Extras that are specialized vehicles.
- c. **Interim Vehicles.** During the period prior to a Vehicle being made available to Customer, Penske will, at Customer's request, rent an interim vehicle ("Interim") to Customer, if available in as nearly as practicable the same size and type as the leased Vehicle. Penske shall not be required to letter, paint, or alter any Interim. Miles operated by an Interim will not be included in determining whether the leased Vehicle for which the Interim was provided satisfied any mileage guaranty applicable to it. The rental rate to be paid by Customer for the use of an Interim shall be equal to the Lease Charges for the leased Vehicle, plus all license and registration fees, applicable personal property taxes, and prepaid expenses paid by Penske with respect to the Interim. Customer shall immediately return the Interim when Penske makes the leased Vehicle available and, if the Interim is not returned, Penske may, in addition to other remedies under this VLSA, treat such vehicle as an Extra under this VLSA.

d. **Rental Agreements.** Penske may require Customer to execute a rental agreement whenever Customer requests an Extra, Substitute, or Interim. Notwithstanding the execution of a rental agreement, all Extras, Substitutes, and Interims will be considered Vehicles subject to the terms and conditions of this VLSA and not the rental agreement.

5. **FUEL.**

a. **The Party to Provide Fuel.** If Penske is designated on a Vehicle's Schedule "A" to provide fuel, Penske shall provide Customer fuel for the Vehicle, including refrigeration units, at charges that vary over time from Penske facilities or from facilities participating in the Penske Fuel Stop Program and invoice Customer for the charges and all applicable taxes and fees for the fuel. Customer may also procure fuel from other sources at its own expense. If Customer is past due on payment of any invoices rendered by Penske or if an "Event of Default" (as defined in Article 13.a. below) has occurred, Penske may (in addition to any other remedy under this VLSA) immediately discontinue providing fuel to Customer.

b. **Fuel Cards.** If Penske provides Customer with any fuel cards for the purchase of fuel, Customer shall be fully responsible for all purchases made under such fuel cards, even if made improperly or illegally. Customer shall immediately report lost or stolen fuel cards to Penske. If Customer fails to pay fuel card charges when due, Penske may (in addition to any other remedy under this VLSA) immediately cancel Customer's fuel cards.

6. **LICENSES, TAXES, PERMITS AND TOLLS.** Penske shall, at its own expense, register and title each Vehicle and pay for any Vehicle inspection fees in the state of registration of such Vehicle for the licensed weight shown on its Schedule "A". Customer shall reimburse Penske for all amounts it pays for licenses, taxes, permits or fees (including but not limited to Federal Highway Use Tax and personal property tax) imposed upon the operation or use of each Vehicle, this VLSA, or the Lease Charges that are (a) not set forth on the Vehicle's Schedule "A" or (b) in excess of the amounts included in the fixed lease charge for such licenses, taxes, permits or fees shown on the Vehicle's Schedule "A". Customer shall provide Penske with all documentation required for Vehicle licensing, taxes and permits. If Penske is designated on a Vehicle's Schedule "A" to provide fuel tax reporting for such Vehicle, Penske shall apply for fuel tax permits for such Vehicle and bill their cost to Customer. Penske shall prepare and file mileage and fuel tax returns, for which Customer shall submit weekly driver trip records, original fuel receipts or invoices, and any other information necessary for the preparation of the fuel tax returns (collectively, "Mileage and Fuel Tax Documents"). The obligation to provide Mileage and Fuel Tax Documents shall apply to all Vehicles, Substitutes, Extras, and Interims. If Customer fails to submit the Mileage and Fuel Tax Documents, Penske may estimate Customer's mileage and fuel tax liability based upon such information as is available to Penske. Penske shall have the right upon 30 days' prior notice to stop providing any of the services set forth in this Article 6. Customer shall be liable for the payment of any and all tolls associated with the use and operation of the Vehicle, and for the payment of any and all fines, fees, costs or expenses related to toll evasion or any other traffic violations.

7. **LEASE CHARGES.**

a. **Lease Charges.** As used in this VLSA, "Lease Charges" means the fixed lease charges, mileage charges, hourly charges, refrigeration charges, fuel charges, mileage and fuel tax obligations, and any and all other amounts and charges listed on Schedule "A" and/or described elsewhere in this VLSA.

b. **Invoices; Payment.** Customer shall pay Penske all Lease Charges within seven (7) days of the date of Penske's invoice, without deduction or offset. Penske shall (except for fuel charges, which shall be invoiced weekly, and other amounts and charges for which a different invoicing frequency is specified in this VLSA) invoice Customer for Lease Charges on a monthly basis, including the billing of fixed lease charges in advance and refrigeration and mileage charges in arrears. If an Event of Default occurs, Penske may invoice Customer on a weekly basis. Customer shall pay Lease Charges to the location designated by Penske, and all payments shall be made in the form of check, electronic funds transfer or ACH payment; cash or credit cards shall not be accepted for payment. Unless Customer protests the correctness of any invoice within thirty (30) days of its receipt, such invoice shall be presumed to be correct. Unless the parties agree otherwise or unless Customer does not obtain fuel from Penske, Penske will determine the mileage and (if applicable) the refrigeration hours for each Vehicle. If Customer does not obtain fuel from Penske, Customer shall provide mileage readings and (if applicable) refrigeration hour readings for each Vehicle on at least a monthly basis.

c. **Overmileage Charges.** Each Vehicle shall be operated according to the Estimated Annual Mileage/Vehicle ("EAM") as listed on its Schedule "A". If at the expiration or termination of the term of this VLSA for a Vehicle the actual miles operated by such Vehicle exceeds its total EAM for the term by five percent (5%), Customer shall pay Penske \$0.10 for each mile over the total EAM for the term, in addition to the mileage charges due under this VLSA.

d. **Excess Refrigeration Charges.** If a Vehicle has a refrigeration unit, such unit shall be operated according to the Estimated Annual Refrigeration Hours/Vehicle ("EARH") as listed on its Schedule "A". If at the expiration or termination of the term of this VLSA for such Vehicle the actual refrigeration hours operated by such Vehicle's refrigeration unit exceeds its total EARH for the term, Customer shall pay Penske \$0.50 for each engine running hour, and \$0.15 for each standby hour, over the total EARH for the term, in addition to the refrigeration charges per hour due under this VLSA.

e. **Deposit.** Upon the occurrence of an Event of Default and notwithstanding any amendment to this VLSA to the contrary, Customer shall thereafter pay Penske per the terms set forth in this Article 7 and Customer shall, if requested, provide Penske with a deposit against future invoices in an amount equal to not less than the total amount invoiced by Penske in the three (3) months prior to the occurrence of the Event of Default.

8. **VEHICLE USE AND DRIVERS.** From the time a Vehicle is made available to Customer until its return to Penske upon termination or expiration of its lease, Customer shall have exclusive possession, control, and use of such Vehicle. Customer shall not make any alterations to a Vehicle. Vehicles shall be operated by safe, qualified, properly licensed drivers, who shall conclusively be presumed to be Customer's agents, servants or employees only, and subject to Customer's exclusive direction and control. Vehicles shall not be operated: (a) by a driver in possession of or under the influence of alcohol or any controlled drug, substance or narcotic, (b) in a reckless or abusive manner, (c) off an improved road, (d) on an underinflated tire, (e) with insufficient coolant or oil, (f) while improperly loaded or loaded beyond maximum weight shown on the Schedule "A", or (g) in violation of any applicable laws, ordinances, or rules. Customer shall reimburse Penske for any damage or expenses, and shall protect, defend, indemnify and hold Penske and its partners harmless from and against all fines, claims, forfeitures, judgments, seizures, confiscations and penalties, arising out of the failure to adhere to the requirements of the preceding sentence. Customer shall be responsible for all expenses for removing or towing any mired or snowbound Vehicle. If Customer operates a Vehicle with a trailer or other equipment not leased by Penske under this VLSA, Customer warrants that such trailer or other equipment shall be in good operating condition compatible in all respects with the Vehicle with which it is used and in compliance with all applicable laws and regulations, and shall be responsible for all repairs and/or additional maintenance resulting from such use or from any defects in such trailer or equipment. Customer shall not use or permit any Vehicle to be used (x) for the transportation of "hazardous materials" (as defined by regulations promulgated by the United States Department of Transportation), gasoline, or propane, or (y) for any illegal purpose. Customer shall store each Vehicle in a safe location.

9. **PHYSICAL DAMAGE AND LIABILITY COVERAGE**

a. **Responsibility for Damage; Insurance.** Customer assumes the risk of loss of, or damage to, all Vehicles from any and every cause whatsoever, notwithstanding Section 2A-219(1) of the UCC, including, but not limited to, casualty, collision, upset, fire, theft, malicious mischief, vandalism, graffiti, glass breakage, and mysterious disappearance, except as otherwise provided in this VLSA. Unless Penske gives written permission to self-insure these obligations, Customer shall at its sole cost procure and maintain an automobile collision and comprehensive insurance policy protecting Penske and its partners against any and all loss or damage to each Vehicle, in form satisfactory to Penske and in an amount equal to the "Depreciated Schedule 'A' Value" (as defined below) of such Vehicle, which policy shall name Penske and/or its assignee as loss payee. "Depreciated Schedule 'A' Value" of a Vehicle means (i) the Original Agreed Value set forth on its Schedule "A" less (ii) the Depreciation Credit per Month set forth on such Schedule "A" multiplied by the number of months elapsed from the Vehicle's In-Service Date to the date as of which the Depreciated Schedule "A" Value is being determined.

- b. **Repairs.** All repairs of damage to a Vehicle shall be performed by Penske or its designee. Customer shall pay to repair and restore the Vehicle to good working order (as determined by Penske), and if in Penske's judgment a Vehicle has been lost, stolen, destroyed, or damaged beyond repair, Customer shall pay Penske (i) all Lease Charges accruing to the date of Penske's receipt of payment in full for such Vehicle and (ii) the Depreciated Schedule "A" Value of such Vehicle immediately preceding the casualty occurrence; upon Penske's receipt of such payments, this VLSA shall terminate as to such Vehicle and the Vehicle shall become the property of Customer, as-is, where-is.
- c. **Liability Coverage.** Customer shall at its sole cost procure and maintain liability coverage for each Vehicle, protecting Customer and Penske and its partners and their respective agents, servants and employees, in accordance with the standard provisions of a basic automobile liability insurance policy as required in each jurisdiction in which the Vehicle is operated, against liability for bodily injury, including death, and property damage arising out of the ownership, maintenance, use and operation of each Vehicle with limits of at least a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence. Such coverage shall be primary and not excess or contributory and shall be in conformity with the motor vehicle minimum financial responsibility laws as respects "Uninsured Motorist", "No-Fault", or other optional coverages. Such coverage shall be endorsed to include Penske as an additional insured and shall be in a form acceptable to Penske.
- d. **Certificates of Insurance.** Prior to delivery of any Vehicle, Customer shall deliver to Penske certificates of insurance showing the coverages required pursuant to paragraphs a and c of this Article 9. Each insurer shall agree, by endorsement upon the policy issued by it or by an independent document provided to Penske, that it shall give Penske thirty (30) days' prior written notice of the effective date of any cancellation or material alteration of such policy, and that such notice shall be sent by registered or certified mail postage prepaid, return receipt requested, to Penske Truck Leasing Co., L.P., Route 10-Green Hills, P.O. Box 563, Reading, PA 19603-0563, Attention: Insurance Risk Management Department.
- e. **Notification of Accidents.** Customer shall notify Penske as well as Customer's insurance carrier of any loss of, damage to, or accident involving any Vehicle; such notice shall be effected immediately by telephone, and in writing as soon as practical thereafter. Customer shall cooperate fully in the investigation, prosecution, and/or defense of any claim or suit arising out of any such occurrence and shall do nothing to impair or invalidate any applicable liability, physical damage, or cargo coverage.

10. INDEMNIFICATION. FOR LIABILITY IN EXCESS OF THE LIMITS OF THE INSURANCE REQUIRED IN ARTICLE 9 ABOVE, OR IN THE EVENT THERE IS NO INSURANCE COVERAGE OR CUSTOMER FAILS TO PROVIDE A DEFENSE, CUSTOMER SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS PENSKE AND ITS PARTNERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, SERVANTS, REPRESENTATIVES AND EMPLOYEES FROM ANY AND ALL CLAIMS, SUITS, COSTS, LOSSES, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) AND LIABILITIES (EVEN IF PENSKE IS CLAIMED TO HAVE BEEN OR IS PROVEN TO BE NEGLIGENT) ARISING FROM: (A) CUSTOMER'S FAILURE TO COMPLY WITH ITS OBLIGATIONS TO GOVERNMENTAL BODIES HAVING JURISDICTION OVER CUSTOMER AND THE VEHICLES, (B) CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THIS VLSA, (C) THE OWNERSHIP, USE, SELECTION, POSSESSION, MAINTENANCE, AND/OR OPERATION OF ANY VEHICLE, (D) ANY LIABILITY IMPOSED UPON OR ASSUMED BY CUSTOMER UNDER ANY WORKER'S COMPENSATION ACT, PLAN OR CONTRACT AND ANY AND ALL INJURIES (INCLUDING DEATH) OR PROPERTY DAMAGE SUSTAINED BY CUSTOMER OR ANY DRIVER, AGENT, SERVANT OR EMPLOYEE OF CUSTOMER, OR (E) LOSS OR DAMAGE INCURRED BY PENSKE FROM CUSTOMER'S USE OF A VEHICLE OR TRAILER NOT OWNED OR INSURED BY PENSKE, REGARDLESS OF PENSKE'S OBLIGATIONS IMPOSED BY THE INSURANCE PROVISIONS OF ANY FEDERAL OR STATE AGENCY. CUSTOMER'S OBLIGATIONS UNDER THIS ARTICLE 10 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS VLSA.

11. REGULATIONS/RECALLS. If any law, rule, regulation, or manufacturer's recall shall require the modification of any Vehicle or the installation of any additional equipment or accessories, including, but not limited to, anti-pollution and/or safety devices, Customer shall make such Vehicle available and pay Penske for the installation of such equipment or the performance of such modifications, as well as any ongoing maintenance expenses related to such equipment or modifications.

12. FORCE MAJEURE. Neither party shall incur liability to the other party for a failure to perform any obligations under this VLSA (excluding payment and insurance obligations) that is caused by events beyond such party's reasonable control, such as (but not limited to) war, terrorist attack, fire, governmental regulations, acts of God, labor disputes, manufacturer, supplier or transportation shortages or delays, fuel allocation programs, or manufacturer's defects.

13. DEFAULT AND REMEDIES.

- a. **Event of Default.** An "Event of Default" shall occur if (i) Customer fails to pay any Lease Charges when due or to maintain any insurance coverage required under this VLSA, or (ii) Customer fails to perform any other term of this VLSA and such failure continues for five (5) days after written notice thereof is sent to Customer, or (iii) Customer or any guarantor of Customer's obligations becomes insolvent, makes a bulk transfer or other transfer of all or substantially all of its assets or makes an assignment for the benefit of creditors, or (iv) Customer or any guarantor of Customer's obligations files or suffers the filing against it of a petition under the Bankruptcy Code or under any other insolvency law or law providing for the relief of debtors, or (v) any representation or warranty made by Customer in this VLSA or in any document furnished to Penske by Customer or any guarantor of Customer's obligations is incorrect in any material respect.
- b. **Remedies.** Upon the occurrence of an Event of Default, Penske shall not be required to perform its obligations under this VLSA and may immediately terminate this VLSA and/or proceed by appropriate court action to enforce the terms of this VLSA and/or to recover damages for the breach of any of its terms. In addition, Penske may, with or without terminating this VLSA, with or without demand or notice to Customer, and with or without any court order or process of law, take immediate possession of any or all Vehicles wherever located, without being liable to Customer for damages caused by such taking of possession. If any such Vehicle contains any property belonging to Customer or in Customer's custody or control, Penske is authorized to hold the items for Customer or place them in storage for Customer, at Customer's sole cost and risk of loss or damage. Penske may also, with or without terminating this VLSA, require Customer upon five (5) days' written notice to, at Penske's option, either purchase any or all of the Vehicles or make the "Alternative Payment" as set forth in Article 14.a. below for any or all of the Vehicles, and in addition pay the total of the Lease Charges for all such Vehicles accruing up to the date upon which Customer could have terminated this VLSA under Article 14.a., together with all Lease Charges due and unpaid to the date of Penske's notice to Customer under this paragraph.
- c. **Interest; Attorneys' Fees.** Should Customer fail to pay any Lease Charges when due, Customer shall be liable for interest on such delinquent amounts at the rate of one and one-half percent (1.5%) per month or the maximum permissible rate allowed in the jurisdiction in which Customer's principal place of business is located, whichever is lower, from the date on which payment was due until paid. If Penske initiates legal action against Customer as the result of an Event of Default, Penske shall be entitled to reimbursement from Customer of all expenses of collection and reasonable attorneys' fees.

14. TERMINATION PRIVILEGES.

- a. **Right to Terminate.** Either party may, upon sixty (60) days' prior written notice to the other, terminate this VLSA as to a Vehicle on any annual anniversary of such Vehicle's In-Service Date. Upon termination by either party, Customer shall, at Penske's option, either (i) purchase the Vehicle as to which the notice has been given (other than a Substitute, Interim, or Extra) at the Vehicle's Depreciated Schedule "A" Value, as is, where is, or (ii) pay Penske the "Alternative Payment" (as defined in the next sentence) for such Vehicle. The "Alternative Payment" shall be the difference, if any, between the Vehicle's Depreciated Schedule "A" Value at the termination date and the Vehicle's "Fair Market Value" ("Fair Market Value" shall be the highest bona fide offer to purchase such Vehicle received by Penske as of the date of termination).

b. **Termination Amounts.** In addition to paying the purchase price or making the Alternative Payment for a Vehicle, Customer shall also pay all outstanding Lease Charges through and including the date of purchase or date the Alternative Payment is made, together with (i) applicable sales or use taxes, (ii) all license and registration fees, applicable personal property taxes, and prepaid expenses paid by Penske with respect to the Vehicle, pro-rated to the date of termination, (iii) the cost of de-identification, re-painting, and restoring the Vehicle to daily rental condition in accordance with Penske's established standards (including the loss of use of such Vehicle during such restoration), and (iv) a pro-rated portion of any licenses or permits that cannot be used or transferred by Penske (collectively, "Termination Amounts"). Customer shall have no right to exercise any option to terminate this VLSA under this Article if an Event of Default has occurred. No termination of this VLSA by either party shall release Customer of liability for the payment of any sums due Penske or any damages that Penske shall have sustained by reason of Customer's breach thereof.

15. **ADJUSTED COST.** For each rise or fall of at least one percent (1%) in the Consumer Price Index for All Urban Consumers for the United States published by the United States Department of Labor, Bureau of Labor Statistics ("CPI"), or any successor index designated by Penske, above or below the CPI figure applicable for each leased Vehicle as of the "Effective Date" indicated on its Schedule "A", the Lease Charges for such Vehicle shall be adjusted upward or downward based upon such percentage increase or decrease in the CPI. Seventy-five percent (75%) of the fixed lease charge, one hundred percent (100%) of the basic mileage charge, one hundred percent (100%) of any excess or undermileage charge (per mile), and one hundred percent (100%) of the refrigeration charge, if applicable, shall be subject to adjustment. All increases under this Article shall be cumulative and shall be calculated only on the charges initially shown on the Vehicle's Schedule "A". Adjustments shall be implemented semi-annually on January 1 and July 1. Upon adjustment, the fixed lease charge shall be rounded off to the nearest whole cent and all adjustments in the basic mileage, excess mileage, and undermileage charges shall be rounded off to the nearest tenth of a mil.

16. **NON-LIABILITY FOR CONTENTS.** Penske shall not be liable for loss of, or damage to, any cargo or other property left, stored, loaded or transported in, upon, or by any Vehicle at any time or place.

17. **ASSIGNMENT AND SUBLETTING.**

a. **By Customer.** CUSTOMER SHALL HAVE NO RIGHT TO ASSIGN OR SUBLET THIS VLSA OR THE VEHICLES NOR SHALL CUSTOMER RENT OR LICENSE THE USE OF THE VEHICLES, OR UNDERGO A CHANGE OF CONTROL THAT WOULD OTHERWISE ASSIGN THIS VLSA BY OPERATION OF LAW OR CAUSE OR PERMIT THE VEHICLES TO BE USED BY ANYONE OTHER THAN CUSTOMER OR ITS LEASED DRIVERS, SERVANTS OR EMPLOYEES.

b. **By Penske.** This VLSA and any Vehicles, rent, or other sums due or to become due hereunder may be assigned or otherwise transferred, either in whole or in part, by Penske, without affecting any obligations of Customer and, in such event, Customer's rights shall be subject to any lien, security interest or assignment given by Penske in connection with the ownership of the Vehicle(s), and the transferee or assignee shall have all of the rights, powers, privileges and remedies of Penske.

18. **DISCLAIMER.** PENSKE MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ABSENCE OF ANY MANUFACTURING DEFECTS OF ANY VEHICLE COVERED BY THIS VLSA. PENSKE AND ITS PARTNERS SHALL NOT BE LIABLE FOR LOSS OF CUSTOMER'S PROFITS OR BUSINESS, LOSS OR DAMAGE TO CARGO, LOSS OR DAMAGE RESULTING TO CUSTOMER BY REASON OF DELAY IN DELIVERY OR FAILURE TO DELIVER PRODUCTS OWNED OR TRANSPORTED BY CUSTOMER, DRIVER'S TIME OR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

19. **MISCELLANEOUS.** This VLSA (including all the schedules attached hereto) shall be considered to be a single integrated contract and constitute the entire agreement between the parties regarding the Vehicles. Upon execution by Penske and Customer, this VLSA shall be binding on the respective parties and their legal representatives, successors and assigns and its terms shall not be amended or altered by failure of either party to insist on performance, or failure to exercise any right or privilege, or in any manner unless such amendment or alteration is in writing and signed on behalf of the parties hereto. Time shall be of the essence of this VLSA. No waiver or breach of any covenant or obligation herein shall be construed to be a waiver of the covenant or obligation itself, or any subsequent breach thereof. This VLSA shall supersede any and all proposals or agreements, written or verbal, between the parties, relating to the subject matter hereof and may not be modified, terminated or discharged, except in a writing signed by the party against whom the enforcement of the modification, termination or discharge is sought. Any notice required hereunder shall be sent by certified mail or overnight mail to the address written above (except that notices sent to Penske via overnight courier shall be sent to 2675 Morgantown Road, Reading, PA 19607) or such other address as either party shall furnish and shall be deemed delivered upon deposit in the United States mail or confirmed receipt by the overnight courier. This VLSA is to be interpreted, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. In the event any of the terms and provisions of this VLSA are in violation of or prohibited by any law, statute, regulation, or ordinance of the United States and/or state or city where the VLSA is applicable, such terms and provisions shall be deemed amended to conform to such law, statute, regulation, or ordinance without invalidating any of the other terms and provisions of this VLSA.

IN WITNESS WHEREOF, the parties have caused this VLSA to be executed by their duly authorized representative as of the date first above written

PENSKE TRUCK LEASING CO., L.P.

Signature: _____

Title: _____

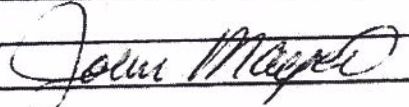
Witnessed Or
Attested By: _____

CUSTOMER:

The School Board Of Broward County Fl.

Signature: 

Title: _____

Witnessed Or
Attested By: 

VEHICLE LEASE SERVICE AGREEMENT - SCHEDULE A

Customer : The School Board Of Broward County FL

SchA No.	Qty.	VEHICLE DESCRIPTION		VEHICLES WILL BE		Lease Term Month	Original Agreed Value	Depreciation Credit Per Month	Fixed Lease Charge	Mileage Charge				
		Year	Make Model Type	Domiciled At	Serviced At									
12-01	2	2013	ISUZU NPR - 14500 GVW SADI	FORT LAUDERDALE, FL	POMPANO BEACH, FL	72	\$58,106	\$ 444	\$919.00/month	0.0880/m.i.				
SchA No.	Refrigeration Charge Per Hr	Est. Annual Mileage	Est. Annual Reeler Hours	Mir's Recm'd Max GVW / GCW	Licensed Weight	Tax Notes	License Type B = Base I = IRP	Estimated Annual Cost		Fuel Tax Reporting	Penske To Provide Fuel?	Initial Painting & Lettering Allowance/ Vehicle	Penske To Provide Substitutes?	
								Running	Standby					License
12-01	\$ 0.00	\$ 0.00	25,000	n/a	14,500	14,500	B	P \$0	N/A	0	P	N	\$ 0	Y

SchA No.	Sch A No(s)	Vehicle No(s)	(Indicate "All" if Appropriate)
12-01			FL

The Schedules Noted Supersede States/Provinces of Travel

Notes :

Customer agrees to submit Driver Trip Reports, Toll receipts, and Fuel Receipts Sales Tax amounts included within the rate may be adjusted for improper exemption documentation submitted.

To the extent any vehicle on this schedule requires Diesel Exhaust Fluid (DEF), Penske may provide Customer with DEF at Penske's rates then in effect, including any applicable taxes and fees, and the charges for DEF will appear on Customer's fuel invoice or otherwise be billed weekly. All maintenance to the Back-Up Camera system is customer rebill and language to this effect must be included on the Schedule "A" document. Notwithstanding any statement to the contrary in the Vehicle Lease Service Agreement (the "VLSA") identified below, with respect to each vehicle described herein, this Schedule constitutes a separate instrument of lease between Penske and Customer on the terms set forth in the VLSA. Abbreviation Key: P = PTL Responsibility C = Customer Responsibility Y = Yes N = No S = Separate Invoice Requested by Customer E = Customer Exempt N/A = Not Applicable

Effective this Schedule "A" is hereby made a part of the Vehicle Lease Service Agreement dated: 05/08/2012
 PENSKE TRUCK LEASING CO., L.P.
 By: [Signature] Title: [Title]
 Customer: The School Board Of Broward County FL
 Date: 5/9/12
 Customer agrees to pay for initial fueling upon in-service. Customer may return the vehicle(s) empty at end of term.
 E = Customer Exempt N/A = Not Applicable

COMPOSITE EXHIBIT B

RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That, first party, PENSKE TRUCK LEASING Co., L.P.,

for and in consideration of the sum of ONE HUNDRED SIXTY-TWO THOUSAND, FOUR HUNDRED FORTY-SEVEN DOLLARS 90/00 CENTS (\$162,447.90), or other valuable considerations, received from or on behalf of

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, second party,

the receipt of which is hereby acknowledged.

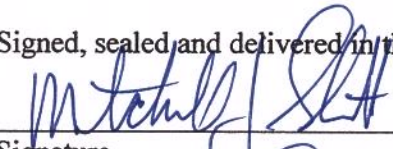
(Wherever used herein the terms "first Party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

HEREBY releases, remises, acquits, satisfies, and forever discharges the said second party, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the day of these presents, arising out of any and all claims raised or which could have been raised by the first party against the second party relating to the Vehicle Lease Service Agreement dated May 8, 2012 concerning one (1) Ford E350 – SADC LD, Serial No. 1FDWE3FL8DDA11353 and two (2) Isuzu Trucks Model NPR – 14500 GVW SADT, Serial Nos. JALC4W162D70016991 and JALC4W162D7001671.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2013.

PENSKE TRUCK LEASING CO., L.P.

Signed, sealed and delivered in the presence of:



Signature

MITCHEL SCHMITT

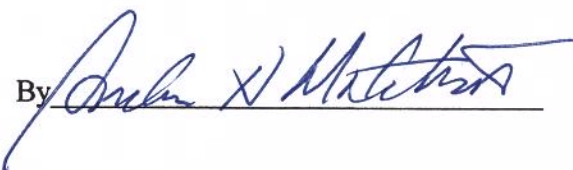
Printed Name



Signature

JOHN DUNKER

Printed Name

By 

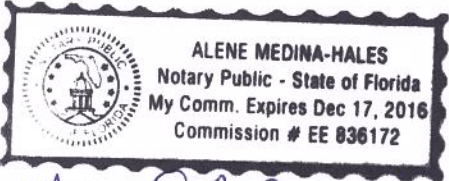
Signature

STATE OF Florida)
COUNTY OF Orange)

I HEREBY CERTIFY that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Andrew H Matchett known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he/she executed the same, that I relied upon the following form of identification of the above-named person: personally known and that an oath (was)(was not) taken.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of June, 2013.

MY COMMISSION EXPIRES:



Alene Medina-Hales

Florida
Notary Public, State of

Alene Medina-HALES
Notary's Printed Name

EE 836172
Notary's Commission No.

FOR THE SCHOOL BOARD

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By _____
Laurie Rich Levinson, Chair

DATED: _____, 2013.

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:
[Signature] 07/11/2013
Office of the General Counsel

RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That, first party, THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
for and in consideration of the sum of TEN DOLLARS NO/00 CENTS (\$10.00), or other
valuable considerations, received from or on behalf of
PENSKE TRUCK LEASING Co., L.P., second party,
the receipt of which is hereby acknowledged.


(Wherever used herein the terms "first Party" and "second party" shall include singular and
plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns
of corporations, wherever the context so admits or requires.)

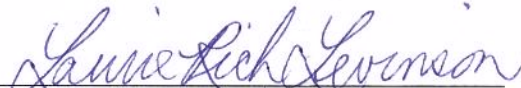
HEREBY releases, remises, acquits, satisfies, and forever discharges the said second
party, of and from all, and all manner of action and actions, cause and causes of action, suits,
debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts,
controversies, agreements, promises, variances, trespasses, damages, judgments, executions,
claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or
which any personal representative, successor, heir or assign of said first party, hereafter can, shall
or may have, against said second party, for, upon or by reason of any matter, cause, or thing
whatsoever, from the beginning of the world to the day of these presents, arising out of any and
all claims raised or which could have been raised by the first party against the second party
relating to the Vehicle Lease Service Agreement dated May 8, 2012 concerning one (1) Ford
E350 – SADC LD, Serial No. 1FDWE3FL8DDA11353 and two (2) Isuzu Trucks Model NPR –
14500 GVW SADT, Serial Nos. JALC4W162D70016991 and JALC4W162D7001671.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day
of July, 2013.

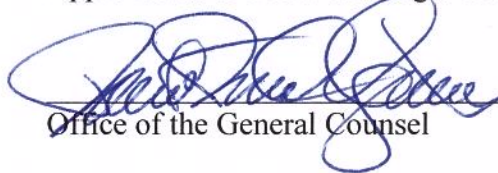
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:


Robert W. Runcie, Superintendent of Schools

By 
Laurie Rieh Levinson, Chair

Approved as to Form and Legal Content

 07/11/2013
Office of the General Counsel

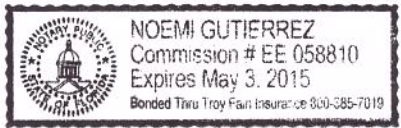
STATE OF FLORIDA)

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he/she executed the same, that I relied upon the following form of identification of the above-named person: _____ and that an oath (was)(was not) taken.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of July, 2013.

MY COMMISSION EXPIRES:



[Handwritten signature of Noemi Gutierrez]

Notary Public, State of
NOEMI GUTIERREZ

Notary's Printed Name

EE 058810

Notary's Commission No.

S:/v/allwork-use/penske/settlement/sbbcrelease